CITY OF NEWBURGH
COUNCIL MEETING AGENDA
SESION GENERAL DEL CONSEJAL
July 8, 2019
7:00 PM

Mayor/Alcaldesa

1. Moment of Silence (Prayer)/ Momento de Silencio (Rezo)
2. Pledge of Allegiance/ Juramento a la Alianza

City Clerk:/Secretaria de la Ciudad

3. Roll Call/ Lista de Asistencia

Communications/Communicaciones

4. Approval of the Minutes of the City Council Meeting on June 10, 2019
5. City Manager Update/ Gerente de la ciudad pone al dia a la audiencia de los planes de cada departamento

Presentations/Presentaciones

6. CDBG Consolidated Plan Public Hearing

   Audiencia Pública del Plan Consolidado de CDBG

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

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

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

7. Resolution No. 156 - 2019 - Change Motor Equipment Operator to Laborer Position in Streets & Bridges Division

   Resolution amending the 2019 Personnel Analysis Book to change one (1) Motor Equipment Operator position to a Laborer position in the City of Newburgh Department of Public Works. (George Garrison)

   Una resolución enmendando el Libro de Análisis del Personal del 2019 para cambiar un (1) puesto de Operador de Equipo Motorizado a un puesto de Obrero en el Departamento de Obras Publicas de la Ciudad de Newburgh. (George Garrison)

8. Resolution No. 157 - 2019 - PIN# 8761.39 Lake Drive Bridge Replacement Supplemental Agreement #2

Resolution authorizing the City Manager to execute Supplemental Agreement No. 2 with the New York State Department of Transportation to fund in the first instance 100% of the Federal-Aid and Non-Federal Aid eligible costs for the construction phase for the Replacement of the Lake Drive Bridge. (Chad Wade)

Una resolución autorizando al Gerente de la Ciudad a ejecutar un Acuerdo Suplementario No. 2 con el Departamento de Transporte del Estado de Nueva York para financiar 100% de los costos elegibles de Ayuda Federal y Ayuda No Federal para la fase de construcción para el reemplazo del Puente "Lake Drive". (Chad Wade)

9. Resolution No. 158 - 2019 - 2019 CFA Engineering Planning Grant Crescent Avenue Pump Station SEQRA

   Resolution of the City Council of the City of Newburgh assuming Lead Agency status under State Environmental Quality Review Act for the preparation of an engineering report for the replacement of the Crescent Avenue Pumping Station, declaring the project to be a Type II action, finding no significant adverse impact on the environment and authorizing the City Manager to execute all SEQRA documents. (Chad Wade)

   Una resolución del Ayuntamiento de la Ciudad de Newburgh el cual asume la condición de Agencia Líder bajo la Ley Estatal de Revisión de la Calidad Ambiental para la preparación de un informe de ingeniería para el reemplazo de la Estación de Bombeo en la Avenida Crescent, declarando que el proyecto es una Acción Tipo II, sin encontrar un impacto adverso significativo en el medio ambiente y autorizando al Gerente de la Ciudad a ejecutar todos los documentos de SEQRA. (Chad Wade)

10. Resolution No. 159 - 2019 - 2019 CFA Engineering Planning Grant Crescent Avenue Pump Station

    Resolution authorizing the City Manager to apply for and accept if awarded a New York State Department of Environmental Conservation/Environmental Facilities Corporation Wastewater Infrastructure Engineering Planning Program Grant in an amount not to exceed $50,000.00 through the 2019 Consolidated Funding Application for the preparation of an engineering report for the replacement of the Crescent Avenue Pumping Station. (Chad Wade)

    Una resolución autorizando al Gerente de la Ciudad a aceptar si es otorgado una subvención del Programa de Planificación de Ingeniería de Infraestructura de Aguas Residuales del Departamento de Conservación Ambiental/Instalaciones Ambientales de Nueva York por una cantidad que no exceda $50,000.00 por medio de la Solicitud de Financiación Consolidada 2019 para la preparación de un reporte de ingeniería para el reemplazo de la estación de bombeo en la Avenida Crescent. (Chad Wade)

11. Resolution No. 160 - 2019 - Change Order 5G with METRA Industries

Resolution authorizing the City Manager to execute Change Order No. 5G with METRA Industries to increase the contract amount by $67,202.82 and increasing the total contract amount from $3,230,912.18 to $3,298,115.00 in the construction of the Liberty and Grand Streets Sanitary Sewer Improvements Project (Chad Wade)

Una resolución autorizando al Gerente de la Ciudad a ejecutar un Cambio de Orden 5G con Industrias METRA para incrementar el costo del proyecto por $67,202.82 del monto original del contrato el cual es de $3,298,115.00. a $3,298,115.00 en el Proyecto de Construcción de Mejoras del Alcantarillado Sanitario de las Calles Liberty y Grand (Chad Wade)

12. Resolution No. 161 - 2019 - Authorization to invest funds with NYCLASS

    Resolution approving The New York Cooperative Liquid Assets Securities System Cooperative Agreement. (Todd Venning)

    Una Resolución aprobando el Acuerdo de la Cooperativa de Valores de Activos Líquidos de Nueva York. (Todd Venning)

13. Resolution No. 162 - 2019 - Pitney Bowes lease renewal for 123 Grand Street

    Resolution authorizing the City Manager to renew the lease agreement with Pitney Bowes for the postage machine in 123 Grand Street billed at $232.74 per quarter for 48 months. (Todd Venning)

    Una resolución autorizando al Gerente de la Ciudad a renovar el acuerdo de arrendamiento con Pitney Bowes para la máquina de estampilla de correo ubicado en la 123 de la Calle Grand el cual será facturado por $232.74 cada trimestre por 48 meses. (Todd Venning)

14. Resolution No. 163 - 2019 - 448 Powell Avenue - Release of Restrictive Covenants

    Resolution authorizing the execution of a release of restrictive covenants and right of re-entry from a deed issued to Lucie P. Costa to the premises known as 448 Powell Avenue (f/k/a 452 Powell Avenue) (Section 4, Block 1, Lot 24) (Michelle Kelson)

    Una resolución autorizando la ejecución de la liberación de cláusulas restrictivas y derecho de reingreso de una escritura emitida a Lucie P. Costa a las instalaciones conocidas como la 448 de la Avenida Powell (452 Avenida Powell) (Sección 4, Bloque 1, Lote 24) (Michelle Kelson)

15. Resolution No. 164 - 2019 - 12 Spring Street - Release of Restrictive Covenants

    Resolution authorizing the execution of a release of restrictive covenants and right of re-entry from a deed issued to David Freeman to the premises known as 12 Spring Street (Section 39, Block 4, Lot 22) (Michelle Kelson)

    Una resolución autorizando la ejecución de la liberación de cláusulas restrictivas y derecho de reingreso de una escritura emitida a David Freeman a las instalaciones conocidas como la 12 de la Calle Spring

(Sección 39, Bloque 4, Lote 22) (Michelle Kelson)

16. Resolution No. 165 - 2019 - Licence Agreement with Habitat for Humanity for 511 South Street

    Resolution authorizing the City Manager to enter into a license agreement with Habitat for Humanity of Greater Newburgh, Inc. to allow access to 511 South Street (Section 14, Block 3, Lot 14) to conduct a site investigation. (Ali Church)

    Una resolución autorizando al Gerente de la Ciudad a entrar en un acuerdo de licenciatura con Hábitat para la Humanidad de Newburgh, Inc. Para permitir acceso a la 511 de la Calle South (Sección 14, Bloque 3, Lote 14) para conducir una investigación del sitio. (Ali Church)

17. Resolution No. 166 - 2019 - Purchase of 24 Temple Avenue

    Resolution to authorize the conveyance of real property known as 24 Temple Avenue (Section 32, Block 3, Lot 8) at private sale to John Notaro for the amount of $84,900.00. (Ali Church)

    Una resolución para autorizar el traspaso de bienes raíces conocidas como la 24 de la Avenida Temple (Sección 32, Bloque 3, Lote 8) en una venta privada a John Notaro por la cantidad de $84,900.00. (Ali Church)

18. Resolution No. 167 - 2019 - Purchase of 44 Hasbrouck Street

    Resolution to authorize the conveyance of real property known as 44 Hasbrouck Street (Section 38, Block 3, Lot 50) at private sale to Judy Goldberger for the amount of $25,000.00. (Ali Church)

    Una resolución para autorizar el traspaso de bienes raíces conocidas como la 44 de la Calle Hasbrouck (Sección 38, Bloque 3, Lote 50) en una venta privada a Judy Goldberger por la cantidad de $25,000.00. (Ali Church)

19. Resolution No. 168 - 2019 - Purchase of 31 Lutheran Street

    Resolution to authorize the conveyance of real property known as 31 Lutheran Street (Section 29, Block 3, Lot 17) at private sale to Sarah Michael for the amount of $10,000.00. (Ali Church)

    Una resolución para autorizar el traspaso de bienes raíces conocidas como la 31 de la Calle Lutheran (Sección 29, Bloque 3, Lote 17) en una venta privada a Sarah Michael por la cantidad de $10,000.00. (Ali Church)

20. Resolution No. 169 - 2019 - Purchase of 9 Carson Avenue

    Resolution to authorize the conveyance of real property known as 9 Carson Avenue (Section 46, Block 5, Lot 21) at private sale to Eulogio Santiago and Felderi Santiago for the amount of $2,500.00. (Ali Church)

    Una resolución autorizando el traspaso de bienes raíces conocidas como la 9 de la Avenida Carson (Sección 46, Bloque 5, Lote 21) en una venta privada a Eulogio Santiago y Felderi Santiago por la cantidad de $2,500.00. (Ali Church)

21. Resolution No. 170 - 2019 - Annual Agreement with BOCES for Archival Storage

    Resolution authorizing the City Manager to enter into an agreement with Orange-Ulster BOCES for the storage of archived municipal records. (Ali Church)

    Una resolución autorizando al Gerente de la Ciudad a entrar en un acuerdo con Orange-Ulster BOCES para el almacenamiento de registros municipales. (Ali Church)

22. Resolution No. 171 - 2019 - 2017 Edward Byrne Memorial Justice Assistance Grant (JAG)

    Resolution authorizing the City Manager to accept a New York State Division of Criminal Justice Services Edward Byrne Memorial Justice Assistance Grant in the amount of $17,500.00 with no City match required. (Chief Douglas Solomon)

    Una resolución autorizando al Gerente de la Ciudad a aceptar una subvención de Asistencia de Justicia Conmemorativa de Edward Byrne de la División de Servicios de Justicia Criminal del Estado de Nueva York por el monto de $17,500.00 el cual no requiere que la Ciudad iguale los fondos. (Jefe Douglas Solomon)

23. Resolution No. 172 - 2019 - 2020 Summer Playground Program

    Resolution authorizing the City Manager to apply for and accept if awarded a New York State Office of Children and Family Services Youth Development Program Grant in an amount not to exceed $19,800.00 requiring no City match for the 2020 Summer Playground Program. (Derrick Stanton)

    Una resolución autorizando al Gerente de la Ciudad a solicitar y aceptar si es otorgado una subvención del Programa de Desarrollo Juvenil para Niños y Servicios Familiares del Estado de Nueva York por una cantidad que no exceda $19,800.00 el cual no requiere que la Ciudad iguale los fondos para el programa parques infantiles de verano 2020. (Derrick Stanton)

24. Resolution No. 173 - 2019 - 2020 Youth Soccer Program

    Resolution authorizing the City Manager to apply for and accept if awarded a New York State Office of Children and Family Services Youth Development Program Grant in the amount of $17,400.00 requiring no City match for the 2020 Youth Soccer Program. (Derrick Stanton)

    Una resolución autorizando al Gerente de la Ciudad a solicitar y aceptar si es otorgado una subvención del Programa de Desarrollo Juvenil para Niños y Servicios Familiares del Estado de Nueva York por una cantidad que no exceda $17,400.00 el cual no requiere que la Ciudad iguale los fondos para el programa de futbol juvenil 2020. (Derrick Stanton)

25. Resolution No. 174 - 2019 - 2020 Year Round Basketball Program

    Resolution authorizing the City Manager to apply for and accept if awarded a

New York State Office of Children and Family Services Youth Development Program Grant in an amount not to exceed $47,020.00 requiring no City match for the 2020 Year Around Basketball Program. (Derrick Stanton)

Una resolución autorizando al Gerente de la Ciudad a solicitar y aceptar si es otorgado una subvención del Programa de Desarrollo Juvenil para Niños y Servicios Familiares del Estado de Nueva York por una cantidad que no exceda $47,020.00 el cual no requiere que la Ciudad iguale los fondos para el programa Anual de Baloncesto. (Derrick Stanton)

26. Resolution No. 175 - 2019 - Recreation Boxing Program

    Resolution authorizing the City Manager to apply for and accept if awarded a New York State Office of Children and Family Services Youth Development Program Grant in the amount of $30,500.00 requiring no City match for the Youth Boxing Program. (Derrick Stanton)

    Una resolución autorizando al Gerente de la Ciudad a solicitar y aceptar si es otorgado una subvención del Programa de Desarrollo Juvenil para Niños y Servicios Familiares del Estado de Nueva York por una cantidad que no exceda $30,500.00 el cual no requiere que la Ciudad iguale los fondos para el programa juvenil de boxeo. (Derrick Stanton)

27. Resolution No. 176 - 2019 - 2020 Teen Drop-In Center

    Resolution authorizing the City Manager to apply for and accept if awarded a New York State Office of Children and Family Services Youth Development Program Grant in the amount of $21,020.00 requiring no City match for the Teen Drop-In Center Program. (Derrick Stanton)

    Una resolución autorizando al Gerente de la Ciudad a solicitar y aceptar si es otorgado una subvención del Programa de Desarrollo Juvenil para Niños y Servicios Familiares del Estado de Nueva York por una cantidad que no exceda $21,020.00 el cual no requiere que la Ciudad iguale los fondos para el programa de Centro de reunión Juvenil. (Derrick Stanton)

28. Resolution No. 177 - 2019 - Agreement with Sage Municipal Advisors, LLC

    Resolution authorizing the City Manager to execute an agreement with Sage Municipal Advisors, LLC to provide professional services to the City of Newburgh relating to municipal securities. (Todd Venning)

    Una resolución autorizando al Gerente Municipal a ejecutar un acuerdo con "Sage Municipal Advisors, LLC" para proporcionar servicios profesionales a la Ciudad de Newburgh con respecto a la seguridad municipal. (Todd Venning)

29. Resolution No. 178 - 2019 - Contract with AMK Media LLC for communications consulting services

    Resolution authorizing an agreement with AMK Media, LLC for communications consulting services in an amount not to exceed $15,000.00 for a 12 month period. (Michelle Kelson)

Una resolución autorizando un acuerdo con AMK Media, LLC para servicios consultivos de comunicación por una cantidad que no exceda $15,000.00 por un periodo de 12 meses. (Michelle Kelson)

30. Resolution No. 179 - 2019 - Resolution of Support for NUFFI DEC Environmental Justice Community Impact Grant Program

    Resolution supporting the application of the Newburgh Urban Farm and Food Initiative to the New York State Department of Environmental Conservation Environmental Justice Community Impact Grant Program for a project known as "Promoting Health and Wellness through Urban Agriculture/Gardening in the City of Newburgh"

    Una resolución de apoyo para la solicitud de la Iniciativa de agricultura y alimentación urbana de Newburgh al Programa de Subvenciones de Impacto Comunitario del Departamento de Conservación Ambiental del Estado de Nueva York para un proyecto conocido como "Promocionando Salud y Bienestar a través de la agricultura urbana/jardinería en la Ciudad de Newburgh"

31. Resolution No. 180 - 2019 To execute a contract with Onsolve, LLC for CodeRED Notification Services

    A resolution authorizing the City Manager to execute a contract with Onsolve, LLC for CodeRED on-demand notification services for the amount of $28,500.00.

    Una resolución autorizando al Gerente de la Ciudad a ejecutar un contrato con Onsolve, LLC para servicios de notificación en demanda CodigoROJO por el monto de $28,500.00

32. Resolution No. 181 - 2019 - Authorizing the settlement of a quiet title for 109 South William St.

    A resolution authorizing the settlement of a quiet title action related to property at 109 South William Street (Section 45, Block 4, Lot 5) in an amount not to exceed $10,000.00.

    Una resolución autorizando el acuerdo sobre un título relacionado con la propiedad ubicada en la 109 de la Calle South William (Sección 45, Bloque 4, Lote 5) por un monto que no exceda $10,000.00.

33. Resolution No. 182 - 2019 - To authorize the commencement of litigation or ratify the commencement of pending litigation against Headsup Penny, Inc.

    A resolution to authorize the commencement of litigation or ratify the commencement of pending litigation against Headsup Penny, Inc.

    Una resolución para autorizar el comienzo de litigación o ratificar el comienzo de litigación pendiente en contra de Headsup Penny, Inc.

Old Business: / Asuntos Pendientes

New Business: / Nuevos Negocios

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

Adjournment/ Aplazamiento:

Community Development Block Grant ("CDBG") 5-Year Consolidated Plan

(including FY2020 Annual Action Plan)

Department of Planning & Development
April, 2019

EQUAL HOUSING OPPORTUNITY

“CDBG” - Brief Primer

COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

- Community Development Block Grant (CDBG) - Administered by the U.S. Department of Housing and Urban Development (HUD)

- Allocated to local and state governments on a formula basis.

- The City of Newburgh is required to prepare and submit a Consolidated Plan that establishes goals for the use of CDBG funds. The new City of Newburgh Consolidated Plan: FY2020-FY2024

- Projects MUST be consistent with national priorities for CDBG:
  - Activities that benefit low- and moderate-income people;
  - The prevention or elimination of slums or blight; or
  - Community development activities to address an urgent threat to health or safety.

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City of Newburgh Community Development Goals

- Economic Development without Displacement.
- Enhance outreach and communications with the community.
- Support a climate that values diversity, rewards independence, nourishes creativity, and brings all of us together.

Successful community building requires reestablishing trust, which takes time, patience, outreach and communication.

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City of Newburgh CDBG
FY2020 – 2024 Consolidated Plan - Goals

The Consolidated Plan Goals are Identified from the Priority Needs in the City of Newburgh.

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City of Newburgh CDBG
FY2020 – 2024 Consolidated Plan - Goals

Priority Needs Identified through (examples):

- "Visioning Plan" Community Meetings
- "Visioning Plan" Community Survey
- Community Feedback from previous CDBG Annual Action Plans
- Community Outreach Meetings

"What's missing from the current vision is 'how' to do these things. There is no shortage of plans for Newburgh. The issue is implementation and financing" – Comment from the 2018 City of Newburgh Vision Plan Public Workshop #1

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City of Newburgh FY2020-2024 Consolidated Plan Goals Overview:

- Infrastructure Improvements
- Economic Development
- Quality of Life
- Housing
- CDBG Administration

The "How" to do these things: The FY2020 -2024 Consolidated Plan will provide the City of Newburgh with five years of funding to implement priority needs projects.

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City of Newburgh FY2020-2024 Consolidated Plan Goals:

Goal: Infrastructure Improvements

Project Examples:

- "Complete Streets" Safe Access Upgrades (ex. Bikes, Pedestrians, Motorists)
- Drinking Water Protections
- Sewer Upgrades

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City of Newburgh FY2020-2024 Consolidated Plan Goals:

Goal: Economic Development

Project Examples:

- Business Sign/Façade Program
- Workforce Development Assistance

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City of Newburgh FY2020-2024 Consolidated Plan Goals:

Goal: Quality of Life Improvements

Project Examples:

- Park Improvements
- National Night Out
- Summer Children's Film Festival

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City of Newburgh FY2020-2024 Consolidated Plan Goals:

Goal: Housing

Project Example:

- In Rem Property Program
- Homeowner Assistance

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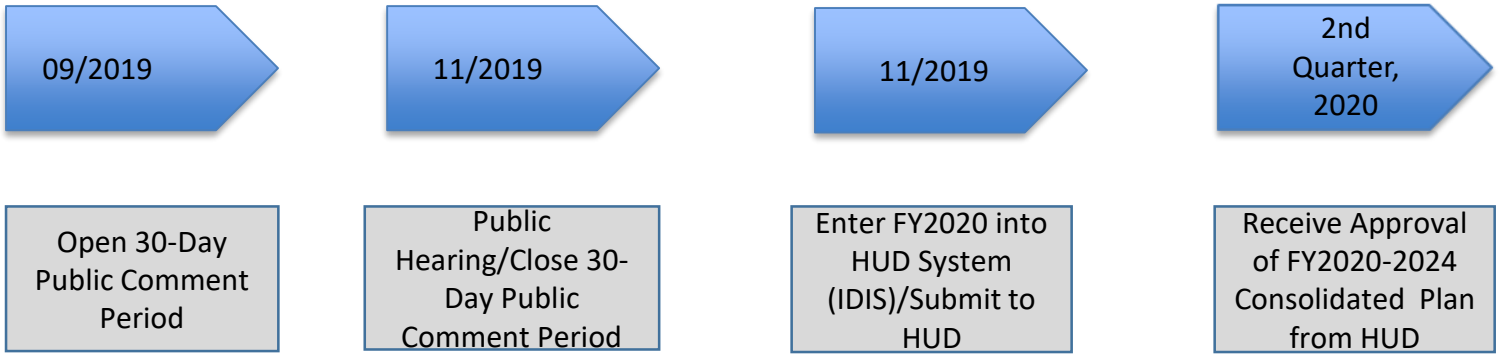
City of Newburgh FY2020-2024 Consolidated Plan Timeline



FY2020-2024 Consolidated Plan Timeline

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City of Newburgh FY2020 Annual Action Plan (AAP)

The Consolidated Plan is carried out through Annual Action Plans, which provide a concise summary of the actions, activities, and the specific federal and non-federal resources that will be used each year to address the priority needs and specific goals identified by the Consolidated Plan.

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FY2020 Proposed CDBG Projects/Funding

	Project Name	Description (Examples of Activities)	Project Funding	% Project Inc (if allocation greater than proposed)
Projects Funded through Entitlement Grant				
	In Rem Property Project	Salaries for 3 fulltime employees, In Rem Property Supplies, In Rem Training	$220,000.00	24%
	Infrastructure Improvements	Sidewalks, Business Façade Improvements, Infrastructure	$225,000.00	26%
	Park Improvements	Park Improvements	$200,000.00	24%
	Community Policing/Neighborhood Services	2020 National Night Out, 2020 Children's Summer Film Festival	$20,000.00	2%
	Homeowner Assistance Program	Homeowner Assistance Program	$50,000.00	7%
	Administration	Program Administration, Staff Salary and Benefits, Program Operating Costs (including mailings), Training/Conference	$130,000.00	17%
		Estimated Total FY2020 Allocation	$845,000.00	100%

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Project: In Rem Property Program
Budget: $220,000.00

Summary

Continued funding for the In Rem program, including the salaries for 3 fulltime employees (2 DPW employees and the Economic Development Specialist), In Rem property program supplies, such as paint, plywood, In Rem Training.

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In Rem Property Program Highlights

- Staffed by 2 full-time Department of Public Works employees and 1 employee of the Planning & Development Department dedicated to the in rem program.

- Provides maintenance and security of vacant properties. Keeps properties habitable, neighborhoods looking good, maintains/increases property values.

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Project: Infrastructure Improvements
Budget: $225,000.00

Summary

Examples of projects include:

- “Complete Streets” Safe Access Upgrades
- Sidewalk improvements

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Project: Park Improvements
Budget: $200,000.00

Summary

Examples of projects include:

- Improvements to South St. Park, Newburgh Landing, The People's Park, Xavier Lunan Park

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Project: Community Policing/Neighborhood Services
Budget: $20,000.00

Summary

Examples of Projects include:

- 2020 National Night Out
- 2020 Children's Summer Film Festival

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Project: Homeowner Resource Assistance
Budget: $50,000.00

Summary

Funding to support a low-income homeowner resource assistance program. Includes repairs as well as other assistance such as financial/budget counseling.

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Project: Administration
Project Funding: $130,000.00

Summary

Funding to include salary and benefits for Director of Community Development, Business Mailings, Supplies and Program Administration/Training/Conference.

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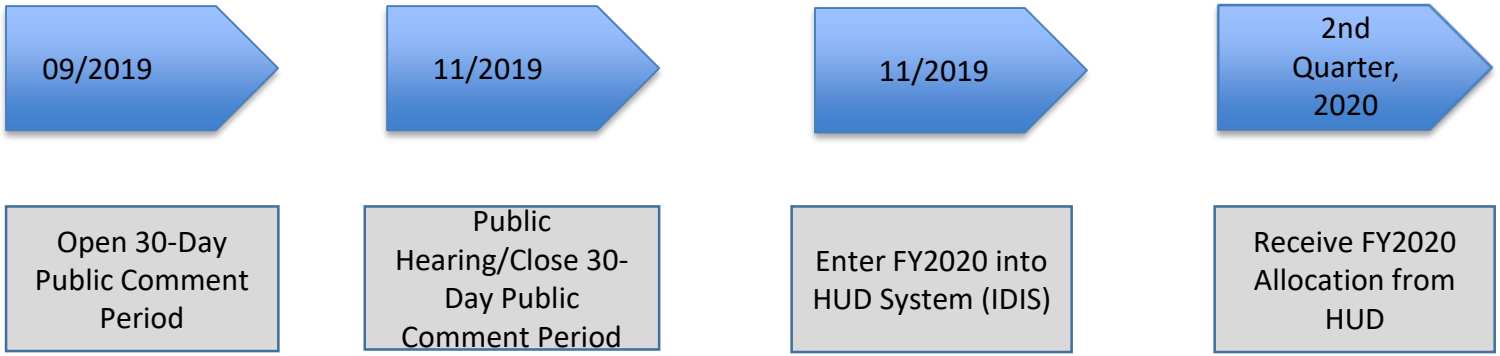
FY2020 CDBG AAP Timeline



FY 2020 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROJECTS TIMELINE

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RESOLUTION NO.: __156__-2019

OF

JULY 8, 2019

A RESOLUTION AMENDING THE 2019 PERSONNEL ANALYSIS BOOK TO CHANGE ONE (1) MOTOR EQUIPMENT OPERATOR POSITION TO A LABORER POSITION IN THE CITY OF NEWBURGH DEPARTMENT OF PUBLIC WORKS

WHEREAS, the 2019 Personnel Analysis Book included one Motor Equipment Operator in the Streets and Bridges division of the Department of Public Works; and

WHEREAS, the Department of Public Works proposes to change the Motor Equipment Operator position to Laborer; and

WHEREAS, the City staff is recommending to this Council that the position of Motor Equipment Operator be changed to the position of Laborer to improve the efficiency of the Streets and Bridges Division of the Department of Public Works; and

WHEREAS, the change in the job titles of such positions requires the amendment of the City of Newburgh Adopted Personnel Analysis Book for 2019;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the Personnel Analysis Book for 2019 be and is hereby amended to provide for a change in title from Motor Equipment Operator to Laborer in the Streets and Bridges Division of the Department of Public Works.

RESOLUTION NO.: _157_ - 2019

OF

JULY 8, 2019

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE SUPPLEMENTAL AGREEMENT NO. 2 WITH THE NEW YORK STATE DEPARTMENT OF TRANSPORTATION TO FUND IN THE FIRST INSTANCE 100% OF THE FEDERAL-AID AND NON-FEDERAL AID ELIGIBLE COSTS FOR THE CONSTRUCTION PHASE FOR THE REPLACEMENT OF THE LAKE DRIVE BRIDGE

WHEREAS, a Project for the Bridge Replacement of Lake Drive over Quassaick Creek (BIN 2223630) in the City of Newburgh, Orange County, PIN 8761.39 (the "Project") is eligible for funding under Title 23 U.S. Code, as amended, that calls for the apportionment of the costs such program to be borne at the ratio of 80% federal funds and 20% non-federal funds; and

WHEREAS, the City of Newburgh desires to advance the Project by making a commitment of 100% of the non-federal share of the costs of right-of-way acquisition;

NOW, THEREFORE, the Newburgh City Council duly convened does hereby

RESOLVE, that the Newburgh City Council hereby approves the above-subject project; and it is hereby further

RESOLVED, that the Newburgh City Council hereby authorizes the City of Newburgh to pay in the first instance 100% of the federal and non-federal share of the cost of right-of-way acquisition work for the Project or portions thereof; and it is further

RESOLVED, that the sum of $1,625,000.00 is hereby appropriated from the 2016 BAN and made available to cover the cost of participation in the above phase of the Project; and it is further

RESOLVED, that in the event the full federal and non-federal share costs of the project exceeds the amount appropriated above, the Newburgh City Council shall convene as soon as possible to appropriate said excess amount immediately upon notification by the City Manager thereof; and it is further

RESOLVED, that the Newburgh City Manager be and he is hereby authorized to execute all necessary Agreements, certifications or reimbursement requests for Federal Aid and/or applicable Marchiselli Aid on behalf of the City of Newburgh with the New York State Department of Transportation in connection with the advancement or approval of the Project and providing for

the administration of the Project and the municipality's first instance funding of project costs and permanent funding of the local share of federal-aid and state-aid eligible Project costs and all Project costs within appropriations therefore that are not so eligible; and it is further

RESOLVED, that in addition to the City Manager the following municipal titles: Mayor, Deputy Mayor, Superintendent of Public Works, City Engineer, City Comptroller are also hereby authorized to execute any necessary Agreements or certifications on behalf of the Municipality/Sponsor, with NYSDOT in connection with the advancement or approval of the project identified in the State/Local Agreement;

RESOLVED, that a certified copy of this resolution be filed with the New York State Commissioner of Transportation by attaching it to any necessary Agreement in connection with the Project; and it is further

RESOLVED, this Resolution shall take effect immediately.

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

I, _____, Clerk of the City of Newburgh, New York, do hereby certify that I have compared the foregoing copy of this Resolution with the original on file in my office, and that the same is a true and correct transcript of said original Resolution and of the whole thereof, as duly adopted by said _____ at a meeting duly called and held at the _____ on _____ by the required and necessary vote of the members to approve the Resolution.

WITNESS My Hand and the Official Seal of the City of Newburgh, New York, this _____ day of _____, 2019.

_____
Clerk, City of Newburgh

NEW YORK STATE OF OPPORTUNITY.
Department of Transportation

ANDREW M. CUOMO
Governor

MARIE THERESE DOMINGUEZ
Acting Commissioner

LANCE MacMILLAN, P.E.
Regional Director

RECEIVED
JUN 19 2019
CITY ENGINEER

June 12, 2019

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

RE: PIN 8761.39, LAKE DRIVE/QUASSAICK CREEK
CITY OF NEWBURGH, ORANGE COUNTY

SUPPLEMENTAL AGREEMENT #2 – D035371

Dear Mr. Morris:

Enclosed are eight (8) Supplemental Agreements to include the construction and construction inspection funds and change the contract end date from 12/19 to 12/21 for the above-referenced project. Seven (7) executed copies of the agreement, **EACH** with original signatures, notarizations and certified, seal-stamped resolutions, should be returned to this office. A sample resolution is attached for your use.

As a reminder per Chapter 15, Administering Construction Contracts; Section 15.4.8 Civil Rights Reporting:

The Contractor and all subcontractors and suppliers will utilize New York State Department of Transportation Equal Employment Opportunity reporting software, which is currently "Equitable Business Opportunities" (EBO). The Sponsor will monitor prime's payments to subcontractor and ensure that subcontractors are paid promptly per specifications. In addition, the sponsor is to monitor EEO goals on a monthly basis and take corrective action if goals are not being met; reference NYSDOT Standard Specifications Section 102-11, Equal Employment Opportunity Requirements.

Your assistance in having the agreement approved by the City Council and signed by the City Manager and City Attorney is appreciated. Of course, if you have any questions, please call me at (845) 431-5804 or e-mail at marshall.gioia@dot.ny.gov.

Sincerely,

Marshall Gioia
Contract Management Specialist
Region 8 Local Projects Unit

Enclosures

Supplemental Agreement Cover for Local Agreements (11/12)
MUNICIPALITY/SPONSOR: City of Newburgh
PIN: 8761.39
BIN: 2223630
Comptroller's Contract No: D035371
Supplemental Agreement No. 2
Date Prepared & By: 6/12/2019 mg

SUPPLEMENTAL AGREEMENT NO 2 to D035371

This Supplemental Agreement is by and between:

the New York State Department of Transportation ("NYSDOT"), having its principal office at 50 Wolf Road, Albany, New York, 12232, on behalf of New York State ("State");

And

City of Newburgh (the Municipality/Sponsor)
Acting by and through the **City Manager**
With its office at **83 Broadway, Newburgh, New York 12550**

This amends the existing Agreement between the parties in the following respects only:

X Amends a previously adopted Schedule A by:

- ☐ amending a project description
- X amending the contract end date
- X amending the scheduled funding by:
  - X adding additional funding:
    - X adding construction phase which covers eligible costs incurred on/after _____
    - ☐ adding 1,2,3 phase which covers eligible costs incurred on/after xxxxxx
  - ☐ increasing funding for a project phases(s)
  - ☐ adding a pin extension
  - ☐ change from Non-Marchiselli to Marchiselli
  - ☐ deleting/reducing a project phase(s)
  - ☐ other (xxxxx)

☐ Amends a previously adopted Schedule "B"

☐ Amends a previously adopted agreement by adding Appendix 2-S – Iran Divestment Act

☐ Amends the Text of the Agreement as follows:

Supplemental Agreement Cover for Local Agreements (11/12)
MUNICIPALITY/SPONSOR: City of Newburgh
PIN: 8761.39
BIN: 2223630
Comptroller's Contract No: D035371
Supplemental Agreement No. 2
Date Prepared & By: 6/12/2019 mg

IN WITNESS WHEREOF, the parties have caused this agreement to be executed by its duly authorized officials as of the date first above written.

Approved for the Municipality/Sponsor

By: _____
*As per Res. No. -2019
Print Name: Joseph P. Donat
Title: **City Manager**

Municipality/Sponsor Attorney:

By: _____
Print Name: Michelle Kelson
Corporation Counsel

Municipality/Sponsor Finance:

By: _____
Todd Tenning, City Comptroller

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

On this _____ day of **July**, 2019 before me personally came **Joseph P. Donat** to me known, who, being by me duly sworn did depose and say that he/she resides at **83 Broadway, Newburgh, NY**; that he/she is the **City Manager** of the Municipal/Sponsor Corporation described in and which executed the above instrument; that it was executed by order of the **City Council** of said Municipal/Sponsor Corporation pursuant to a resolution or other authorization which was duly adopted on **July 8, 2019** and which a certified copy is attached and made a part hereof, and that he/she signed his/her name thereto by like order.

ELIZABETH D. GARRISON
Notary Public, State of New York
No. 01GA5053248
Qualified in Orange County
Commission Expires December 11, 2021

_____
Notary Public

By: _____
For Commissioner of Transportation

Agency Certification: In addition to the Acceptance of this contract, I also certify that original copies of this signature page will be attached to all other exact copies of this Contract.

APPROVED AS TO FORM:
STATE OF NEW YORK ATTORNEY GENERAL

By: _____
Assistant Attorney General

COMPTROLLER'S APPROVAL:

By: _____
For the New York State Comptroller
Pursuant to State Finance Law§ 112

SCHEDULE A – Description of Project Phase, Funding and Deposit Requirements
NYSDOT/ State-Local Agreement - Schedule A for PIN 8761.39

OSC Municipal Contract #: D035371

Contract Start Date: 2/15/2017 (mm/dd/yyyy) **Contract End Date:** 12/30/2021 (mm/dd/yyyy)
☒ *Check, if date changed from the last Schedule A*

Purpose: ☐ Original Standard Agreement ☒ Supplemental Schedule A No. 2

Agreement Type:
☒ Locally Administered — Municipality/Sponsor (Contract Payee): City of Newburgh
Other Municipality/Sponsor (if applicable):

☐ State Administered — *List participating Municipality(ies) and the % of cost share for each and indicate by checkbox which Municipality this Schedule A applies.*
☐ Municipality: % of Cost share
☐ Municipality: % of Cost share
☐ Municipality: % of Cost share

Authorized Project Phase(s) to which this Schedule applies: ☒ PE/Design ☒ ROW Incidentals ☒ ROW Acquisition ☒ Construction/CI/CS

Work Type: BR REPLACE **County** (If different from Municipality): Orange County

Marchiselli Eligible ☐ Yes ☒ No *(Check, if Project Description has changed from last Schedule A):* ☐
Project Description: BIN 2223630 Lake Drive Over Quassaick Creek, City of Newburgh, Orange County

Marchiselli Allocations Approved FOR All PHASES *All totals will calculate automatically.*

Check box to indicate change from last Schedule A	State Fiscal Year(s)	Project Phase			TOTAL
		PE/Design	ROW (RI & RA)	Construction/CI/CS	
☐	Cumulative total for all prior SFYs	$0.00	$0.00	$0.00	$ 0.00
☐	Current SFY	$0.00	$0.00	$0.00	$ 0.00
Authorized Allocations to Date		$ 0.00	$ 0.00	$ 0.00	$ 0.00

A. Summary of allocated MARCHISELLI Program Costs FOR ALL PHASES
For each PIN Fiscal Share below, show current costs on the rows indicated as "Current.". Show the old costs from the previous Schedule A on the row indicated as "Old." All totals will calculate automatically.

PIN Fiscal Share	"Current" or "Old" entry indicator	Federal Funding	Total Costs	FEDERAL Participating Share	STATE MARCHISELLI Match	LOCAL Matching Share	LOCAL DEPOSIT AMOUNT (Required only if State Administered)
	Current		$ 0.00	$0.00	$0.00	$0.00	$0.00
	Old		$ 0.00	$0.00	$0.00	$0.00	$0.00
	Current		$ 0.00	$0.00	$0.00	$0.00	$0.00
	Old		$ 0.00	$0.00	$0.00	$0.00	$0.00
	Current		$ 0.00	$0.00	$0.00	$0.00	$0.00
	Old		$ 0.00	$0.00	$0.00	$0.00	$0.00
	Current		$ 0.00	$0.00	$0.00	$0.00	$0.00
	Old		$ 0.00	$0.00	$0.00	$0.00	$0.00
	Current		$ 0.00	$0.00	$0.00	$0.00	$0.00
	Old		$ 0.00	$0.00	$0.00	$0.00	$0.00
	Current		$ 0.00	$0.00	$0.00	$0.00	$0.00
	Old		$ 0.00	$0.00	$0.00	$0.00	$0.00
TOTAL CURRENT COSTS:			$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00

NYSDOT/State-Local Agreement – Schedule A

B. Summary of Other (including Non-allocated MARCHISELLI) Participating Costs FOR ALL PHASES *For each PIN Fiscal Share, show current costs on the rows indicated as "Current.". Show the old costs from the previous Schedule A on the row indicated as "Old." All totals will calculate automatically.*

Other PIN Fiscal Shares	'Current' or 'Old' entry indicator	Funding Source	TOTAL	Other FEDERAL	Other STATE	Other LOCAL
8761.39.121	Current	STP	$365,000.00	$292,000.00	$73,000.00	$0.00
	Old	STP	$365,000.00	$292,000.00	$73,000.00	$0.00
8761.39.221	Current	STP	$20,000.00	$16,000.00	$4,000.00	$0.00
	Old	STP	$20,000.00	$16,000.00	$4,000.00	$0.00
8761.39.222	Current	STP	$68,545.00	$54,836.00	$13,709.00	$0.00
	Old	STP	$68,545.00	$54,836.00	$13,709.00	$0.00
8761.39.321	Current	STP	$1,625,000.00	$1,300,000.00	$325,000.00	$0.00
	Old		$ 0.00	$0.00	$0.00	$0.00
	Current		$ 0.00	$0.00	$0.00	$0.00
	Old		$ 0.00	$0.00	$0.00	$0.00
	Current		$ 0.00	$0.00	$0.00	$0.00
	Old		$ 0.00	$0.00	$0.00	$0.00
	Current		$ 0.00	$0.00	$0.00	$0.00
	Old		$ 0.00	$0.00	$0.00	$0.00
	Current		$ 0.00	$0.00	$0.00	$0.00
	Old		$ 0.00	$0.00	$0.00	$0.00
TOTAL CURRENT COSTS:			$2,078,545.00	$1,662,836.00	$415,709.00	$ 0.00

C. Local Deposit(s) from Section A:	$ 0.00
Additional Local Deposit(s)	$
Total Local Deposit(s)	$ 0.00

D. Total Project Costs *All totals will calculate automatically.*

Total FEDERAL Cost	Total STATE MARCHISELLI Cost	Total OTHER STATE Cost	Total LOCAL Cost	Total ALL SOURCES Cost
$1,662,836.00	$ 0.00	$415,709.00	$ 0.00	$2,078,545.00

E. Point of Contact for Questions Regarding this Schedule A (Must be completed)	Name: **Marshall Gioia** Phone No: 845-431-5804

See Agreement (or Supplemental Agreement Cover) for required contract signatures.

NYSDOT/State-Local Agreement – Schedule A

Footnotes: (See LPB's website for link to sample footnotes)

- Description continued: This project will replace the existing structure that carries Lake Drive over the Quassaick Creek in the City of Newburgh, Orange County.
- The non-federal share of these phases are being provided by "Other" State Funds
- This Schedule A includes the construction and construction inspection phase and funds.
-
-
-
-
-
-
-
- PIN 8761.39: 6/12/2019mg

SAMPLE RESOLUTION BY MUNICIPALITY
(Locally Administered Project)
RESOLUTION NUMBER:_____

Authorizing the implementation, and funding in the first instance 100% of the federal-aid [[[and State "Marchiselli" Program-aid]]] eligible costs, of a transportation federal-aid project, and appropriating funds therefore.

WHEREAS, a Project for the **Lake Drive over Quassaick Creek Bridge Replacement (BIN 2223630) in the City of Newburgh, Orange County, PIN 8761.39** (the "Project") is eligible for funding under Title 23 U.S. Code, as amended, that calls for the apportionment of the costs such program to be borne at the ratio of 80% Federal funds and 20% non-federal funds; and

WHEREAS, the City of Newburgh desires to advance the Project by making a commitment of 100% of the non-federal share of the costs of construction and construction inspection.

NOW, THEREFORE, the Newburgh City Council, duly convened does hereby

RESOLVE, that the Newburgh City Council hereby approves the above-subject project; and it is hereby further

RESOLVED, that the Newburgh City Council hereby authorizes the City of Newburgh to pay in the first instance 100% of the federal and non-federal share of the cost of construction and construction inspection work for the Project or portions thereof; and it is further

RESOLVED, that the sum of **$1,625,000** is hereby appropriated from _____ [or, appropriated pursuant to _____] and made available to cover the cost of participation in the above phase of the Project; and it is further

RESOLVED, that in the event the full federal and non-federal share costs of the project exceeds the amount appropriated above, the Newburgh City Council shall convene as soon as possible to appropriate said excess amount immediately upon the notification by the City Manager thereof, and it is further

RESOLVED, that the Newburgh City Manager be and is hereby authorized to execute all necessary Agreements, certifications or reimbursement requests for Federal Aid and/or applicable Marchiselli Aid on behalf of the City of Newburgh with the New York State Department of Transportation in connection with the advancement or approval of the Project and providing for the administration of the Project and the municipality's first instance funding of project costs and permanent funding of the local share of federal-aid and state-aid eligible Project costs and all Project costs within appropriations therefore that are not so eligible, and it is further

RESOLVED, that in addition to the City Manager, the following municipal titles: Mayor, Deputy Mayor, City Engineer, City Comptroller, _____ are also hereby authorized to execute any necessary Agreements or certifications on behalf of the Municipality/Sponsor, with NYSDOT in connection with the advancement or approval of the project identified in the State/Local Agreement;

RESOLVED, that a certified copy of this resolution be filed with the New *York State* Commissioner of Transportation by attaching it to any necessary Agreement in connection with the Project, and it is further

RESOLVED, this Resolution shall take effect immediately.

STATE OF NEW YORK)
) SS:
COUNTY OF ORANGE)

I, _____, Clerk of the City of Newburgh, New York, do hereby certify that I have compared the foregoing copy of this Resolution with the original on file in my office, and that the same is a true and correct transcript of said original Resolution and of the whole thereof, as duly adopted by said _____ at a meeting duly called and held at the _____ on _____ by the required and necessary vote of the members to approve the Resolution.

WITNESS My Hand and the Official Seal of the City of Newburgh, New York, this _____ day of _____, 2019.

_____

Clerk, City of Newburgh

PIN 8761.39
6/12/2019mg

RESOLUTION NO.: 158 - 2019

OF

JULY 8, 2019

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEWBURGH ASSUMING LEAD AGENCY STATUS UNDER STATE ENVIRONMENTAL QUALITY REVIEW ACT FOR THE PREPARATION OF AN ENGINEERING REPORT FOR THE REPLACEMENT OF THE CRESCENT AVENUE PUMPING STATION, DECLARING THE PROJECT TO BE A TYPE II ACTION, FINDING NO SIGNIFICANT ADVERSE IMPACT ON THE ENVIRONMENT AND AUTHORIZING THE CITY MANAGER TO EXECUTE ALL SEQRA DOCUMENTS

WHEREAS, the City of Newburgh and the Town of Newburgh are parties to an Inter-Municipal Agreement providing for the upgrade of the Crescent Avenue Pumping Station; and

WHEREAS, the City of Newburgh proposes fund the preparation of an engineering report for the replacement of the Crescent Avenue Pumping Station through the 2019 Consolidated Funding Application to the Department of Environmental Conservation/Environmental Facilities Corporation Wastewater Infrastructure Engineering Planning Grant Program; and

WHEREAS, the City desires to comply with the New York State Environmental Quality Review Act ("SEQRA") and the regulations contained within 6 NYCRR Part 617 (the "Regulations") with respect to the preparation of the engineering report; and

WHEREAS, under Section 617.5(c)(27) of the SEQRA Regulations, the preparation of an engineering report constitutes a Type II Action as an engineering study and preliminary planning process necessary to the formulation of a proposal for action which does not commit the City to commence, engage in or approve such action;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that funding the preparation of an engineering report for the replacement of the Crescent Avenue Pumping Station through the 2019 Consolidated Funding Application to the Department of Environmental Conservation/Environmental Facilities Corporation Wastewater Infrastructure Engineering Planning constitutes a Type II Action, as the quoted term is defined in the SEQRA Regulations, and that no further review for SEQRA purposes is required; and that the City Manager be and hereby is authorized to sign and file any/and all other documents that may be necessary in connection with this SEQRA determination.

RESOLUTION NO.: 159 - 2019

OF

JULY 8, 2019

A RESOLUTION AUTHORIZING THE CITY MANAGER TO APPLY FOR AND ACCEPT IF AWARDED A NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSESRVATION/ENVIRONMENTAL FACILITIES CORPORATION WASTEWATER INFRASTRUCTURE ENGINEERING PLANNING PROGRAM GRANT IN AN AMOUNT NOT TO EXCEED $50,000.00 THROUGH THE 2019 CONSOLIDATED FUNDING APPLICATION FOR THE PREPARTION OF AN ENGINEERING REPORT FOR THE REPLACEMENT OF THE CRESCENT AVENUE PUMPING STATION

WHEREAS, the City of Newburgh and the Town of Newburgh are parties to an Inter-Municipal Agreement providing for the upgrade of the Crescent Avenue Pumping Station; and

WHEREAS, the City of Newburgh proposes to fund the preparation of an engineering report for the replacement of the Crescent Avenue Pumping Station through the 2019 Consolidated Funding Application to the Department of Environmental Conservation/Environmental Facilities Corporation Wastewater Infrastructure Engineering Planning Grant Program; and

WHEREAS, the City of Newburgh is eligible for a Department of Environmental Conservation/Environmental Facilities Corporation Wastewater Infrastructure Engineering Planning Grant for funding up to $50,000.00 for the preparation of an engineering report with a 20% match which can be in the form of in-kind services provided by the City's Engineering Department; and

WHEREAS, this Council has determined that applying for and accepting the grant if awarded 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 apply for and accept if awarded a Department of Environmental Conservation/Environmental Facilities Corporation Wastewater Infrastructure Engineering Planning Grant in an amount not to exceed $50,000.00 with a 20% percent match in the form of in-kind services by the City Engineering Department; and to execute all such further contracts and documentation and take such further actions as may be appropriate and necessary to accept such grant and administer the programs funded thereby.

DEC/EFC Wastewater Infrastructure Engineering Planning Grant Program

Funding Available: Up to $3 million

Description

The New York State Department of Environmental Conservation (DEC), in conjunction with the New York State Environmental Facilities Corporation (EFC), will offer grants to municipalities to help pay for the initial planning of eligible Clean Water State Revolving Fund (CWSRF) water quality projects. Up to $3 million has been made available for this round of the Wastewater Infrastructure Engineering Planning Grant (EPG) program.

Grants of up to $100,000[47] are available to finance engineering and planning services for the production of an engineering report.

The ultimate goal of the EPG program is to advance water quality projects to construction so successful applicants can use the engineering report funded by the grant to seek financing through the CWSRF program, Water Quality Improvement Project program, or other funding entities to further pursue the identified solution.

Eligible Applicants

- Municipalities as defined in the Definitions section of this document; and
- Median household income (MHI) of the municipality must be:
    - Equal to or less than $70,000 according to the United States Census, 2017 American Community Survey for municipalities located in Regional Economic Development Council (REDC) regions of Capital District, Southern Tier, North Country, Mohawk Valley, Central NY, Finger Lakes, or Western NY; or
    - Equal to or less than $90,000 according to the United States Census, 2017 American Community Survey for municipalities located in REDC regions of Long Island, New York City and Mid-Hudson.

    A summary of the United States Census, 2017 American Community Survey MHI data can be found on the EPG page on the EFC website at www.efc.ny.gov/epg.
- Municipalities may have no more than two active EPG awards at the same time. An active EPG award includes a project that has been awarded funding and is awaiting an executed grant agreement or currently has an executed grant agreement with EFC.

Eligible Activities

Funding can be used by municipalities for the preparation of an engineering report[48]. This includes planning activities to determine the scope of water quality issues, evaluation of alternatives, and the recommendation of a capital improvement project. In addition, the costs to conduct an environmental review for the recommended alternative are eligible. Design and construction costs are not eligible.

Priority will be given to municipalities proposing planning activities that are:

- required by an executed Order on Consent; or
- required by a draft or final State Pollutant Discharge Elimination System (SPDES) permit (e.g. nutrient removal, inflow and infiltration, disinfection); or
- upgrading or replacing an existing wastewater system; or

[47] See the "Grant Award Details" section of this document for details of funding amounts.

[48] See the "Definitions" section of this document for specific information on the required contents of the engineering report.

- constructing a wastewater treatment and/or collection system for an area with failing onsite septic systems; or
- addressing a pollutant of concern in a watershed implementation plan (i.e. Total Maximum Daily Load (TMDL), Nine Element Watershed Plan, or DEC HABs Action Plan).

Requirements
The report must follow EFC's current Engineering Report Outline, consider storm and flood resiliency (sea level rise, storm surge, potential for flooding impacts, or other extreme weather event)[49] and a comprehensive analysis of the following alternatives:

- No-action alternative
- Green infrastructure, in combination with gray infrastructure or individually, is required for projects involving stormwater, including stormwater inflow to sewer systems. A justification must be provided if a green infrastructure component is not part of the recommended alternative.
- Repair or replacement versus new construction
- Regional consolidation opportunities
- Centralized versus decentralized (for new systems), or a combination thereof (small cluster or individual systems)

Any alternatives considered technically infeasible should be identified as such and the rationale briefly discussed.

Smart Growth alternative(s) must be considered and documented in the engineering report.

Ineligible Planning Activities

- Projects that do not lead to the restoration or protection of a surface waterbody or groundwater.
- Projects that do not address improvements to a publicly-owned treatment works.[50]
- Projects and scope that are listed on the 2019 CWSRF Intended Use Plan Annual Project Priority List.

Grant Awards

There are three grant award categories, as listed below, for the planning of wastewater infrastructure projects. The first two categories are for any wastewater infrastructure-related planning activity, including disinfection. The third category is limited to inflow and infiltration evaluations as a result of an Order on Consent or SPDES Permit Compliance Schedule

Category 1 - $30,000 Grant

- Population of Municipality: 50,000 or less according to the United States Census, 2017 American Community Survey. Population data can be found on the EFC website at www.efc.ny.gov/epg.

[49] Must be consistent with the NYS Community Risk and Resiliency Act.
[50] In accordance with the laws, rules and regulations governing the CWSRF, projects defined in the federal Clean Water Act, Section 212 as treatment works must be publicly-owned. See the "Definitions" section of this document on what is considered an eligible publicly-owned treatment works activity.

Category 2 - $50,000 grant

- Population of Municipality: Greater than 50,000 according to the United States Census, 2017 American Community Survey. Population data can be found on the EFC EPG website at www.efc.ny.gov/epg.

Category 3 - $100,000 grant (only for inflow and infiltration projects as a result of an Order on Consent or SPDES Permit Compliance Schedule)

- Population of Municipality: no limit

Match

All grants require a local match equal to 20 percent of the requested grant amount. The match may include cash and/or in-kind services[51]. Other grants may not be used for local match. The applicant should identify the source of the match at the time that the application is submitted.

Grant Payment

The grant will be disbursed in two or more payments based on the municipality's progress toward completion of an acceptable engineering report. The municipality will receive its first disbursement as an advance payment once the grant agreement is executed. The final disbursement will be made to the municipality when its engineering report has been completed and accepted by DEC and EFC.

Long Range Program Goals

The state encourages grant recipients to use the engineering report completed under this grant to seek financing through the CWSRF program, Water Quality Improvement Project program, or from other funding entities to further pursue the recommended solution.

Evaluation Criteria

Applications will be scored and selected based on the following criteria:

- Will provide a measurable improvement or protection of water quality
- Is identified in a SPDES permit, consent order, or watershed Implementation plan (i.e. Total Maximum Daily Load (TMDL), Nine Element Watershed Plan, or DEC HABs Action Plan) or is a new wastewater treatment system and/or collection system to replace or upgrade an existing system or unsewered area
- Is identified in a formally adopted plan such as a comprehensive plan, master plan, asset management plan, or local waterfront revitalization plan
- Addresses a DEC priority
- Aligns with the goals and priorities of its Regional Council Strategic Plan

[51] See the "Definitions" section of this document for specific information on what is considered in-kind services.

Performance Measures	Project would address a pollutant of concern in a DEC-approved watershed implementation plan (i.e. TMDL, Nine Element Watershed Plan, or DEC HABs Action Plan), CSO Long Term Control Plan or SSO plan OR would address the discharge of a pollutant causing the impairment to a waterbody listed in the WI/PWL segment assessment as "precluded" or "impaired" OR is to upgrade municipal systems to meet new wastewater treatment effluent disinfection requirements. ***Points: 38***	Project would address the discharge of a pollutant causing the impairment of a waterbody listed in the WI/PWL segment assessment as "stressed" or "threatened" ***Points: 20***	Project would address a documented water quality impairment that is not listed in the WI/PWL segment assessment. ***Points: 10***	Project is necessary to preserve or protect a surface waterbody; no impairment associated with wastewater discharges is listed in the WI/PWL segment assessment. ***Points: 5***
Strategies	The planning project is required by a draft or final SPDES Permit or Order on Consent, including the preparation of a flow management plan; or is identified in a DEC-approved watershed implementation plan (i.e. TMDL, Nine Element Watershed Plan, or DEC HABs Action Plan). ***Points: 22***	The planning project is for a new wastewater treatment and/or collection system to replace or upgrade an existing system, but is not required by a draft or final SPDES Permit or Consent Order. This includes regionalization projects. ***Points: 12***	The planning project is for a new wastewater treatment and/or collection system for a currently unsewered area. ***Points: 6***	
Vision	Project is in a formally adopted plan[52] AND Applicant has demonstrated that the public and stakeholders who will be affected by, or who can advance the project, have been engaged in project planning and implementation. ***Points: 10***	Project is in a formally adopted plan OR Applicant has demonstrated that the public and stakeholders who will be affected by, or who can advance the project, have been engaged in project planning and implementation. ***Points: 5***	Project is not in a formally adopted plan AND Applicant has not demonstrated that the public and stakeholders who will be affected by, or who can advance the project, have been engaged in project planning and implementation. ***Points: 0***	
Agency Priority	Planning projects that are: • required by an executed Order on Consent; or required by a draft or final SPDES permit (e.g.	Project to upgrade or replace an existing wastewater system. ***Points: 5***	Project does not align with DEC and EFC priorities. ***Points: 0***	

[52] Formally adopted plans include comprehensive plans, master plans, asset management plans, local waterfront revitalization plans, and other land use planning type plans. Unacceptable plans include: annual system reports; consent orders, REDC strategies; TMDLs; TMDL implementation plans; watershed implementation plans; and watershed action agendas.

	disinfection, nitrification, etc.); or • constructing a wastewater treatment and/or collection system for an area with failing onsite septic systems; or • identified in a DEC-approved watershed implementation plan (i.e. TMDL, Nine Element Plan or DEC HABs Action Plan); or • submitted by an applicant who qualifies as a hardship community in the 2018 CWSRF Intended Use Plan. ***Points: 10***		
Regional Economic Development Priority	Up to 20 points is assigned by the Regional Economic Development Council according to their criteria.		

Applications will receive a final score and be selected for grant funding from the highest down to the lowest ranked scores.

In case of a tie, DEC will look at individual scoring categories in the following order to determine a grant award:

1. Performance Measures
2. Strategies
3. Vision
4. Agency priorities
5. REDC
6. Tie breaker: date and time received

DEC and EFC will consider regional distribution in the determination of awards, to the extent practicable.

Multiple Application Submissions
EFC/DEC reserve the right to limit the number of awards per municipality to one per Round. If an applicant chooses to submit multiple applications for their municipality, please prioritize the applications. Please note, municipalities may only have two active EPG awards.

Successful Applicant Requirements

Documentation: Successful applicants must enter into a grant agreement to receive grant funds. Documentation for the following requirements must be submitted prior to the execution of the grant agreement.

1. Detailed final budget and plan of finance including all third-party funding agreements, and satisfaction of the minimum 20 percent local match requirement.
2. Board resolution authorizing and obligating local match funds.
3. Board resolution declaring State Environmental Quality Review Act (SEQR) findings or determinations for the planning activities associated with the grant.

4. Legal right to own, operate and maintain the project for the duration of its useful life.
5. Executed Engineering Agreement that complies with NYS Minority/Woman-owned Business Enterprises (MWBE) and Service Disabled Veteran-Owned Business (SDVOB) Program, and Equal Employment Opportunity (EEO) requirements.
6. Completed Smart Growth Assessment Form.
7. Board resolution for designation of an Authorized Representative for the project.

The grant agreement must be executed within 12 months of grant award.

Definitions

Engineering Report - means the document or documents, which determines the technical feasibility and estimated cost of a CWSRF eligible project. [21 NYCRR 2602.2(a)(22) New York State Clean Water Revolving Fund Regulations]

In-Kind Services - means services performed by capable and qualified employees of the grant recipient for technical and administrative force accounts that are directly related to and in support of the development of the Engineering Report and are deemed reasonable by the Environmental Facilities Corporation.

Municipality - means any county, city, town, village, district corporation, county or town improvement district, Indian reservation wholly within New York State, any public benefit corporation or public authority established pursuant to the laws of New York or any agency of New York State which is empowered to construct and operate a project, or any two or more of the foregoing which are acting jointly in connection with a project. [21 NYCRR 2602.2(a)(49) New York State Clean Water Revolving Fund Regulations]

Planning - means the orderly development of a project concept from the original statement of need or purpose through the evaluation of alternatives to a final recommendation on a course of action and measures to implement the selected alternative, including completion of the environmental review process. [21 NYCRR 2602.2(a)(51) New York State Clean Water Revolving Fund Regulations]

Treatment Works (Publicly-Owned) – Includes any devices and systems used in the storage, treatment, recycling and reclamation of municipal sewage or industrial wastes of a liquid nature. It also includes sewers, pipes and other conveyances, only if they convey wastewater to a publicly owned treatment plant, and combined storm water and sanitary sewer systems. [Section 212 (2) (A) & (B) of the Federal Clean Water Act].

Watershed Implementation Plan – Total Maximum Daily Load (TMDL), DEC Harmful Algal Blooms (HABs) Action Plan (https://www.dec.ny.gov/chemical/113733.html), or Nine Element Plan, (https://www.dec.ny.gov/chemical/103264.html)

Additional Resources

- NYS EFC engineering report guidelines: https://www.efc.ny.gov/EPG
- DECinfo Locator (most up to date source of WI/PWL segment assessments): https://www.dec.ny.gov/pubs/109457.html

- *TR-16 Guides for the Design of Wastewater Treatment Works, Latest Edition*—New England Interstate Water Pollution Control Commission: http://neiwpcc.org/learning-center/tr-16-guides-design-wastewater-treatment-works/

- The *New York State Flood Risk Management Guidance for Implementation of the Community Risk and Resiliency Act:* https://www.dec.ny.gov/energy/102559.html#Implementation

- For more information, visit http://www.dec.ny.gov/pubs/81196.html or www.efc.ny.gov/epg

RESOLUTION NO.: 160 - 2019

OF

JULY 8, 2019

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE CHANGE ORDER NO. 5G WITH METRA INDUSTRIES TO INCREASE THE CONTRACT AMOUNT BY $67,202.82 AND INCREASING THE TOTAL CONTRACT AMOUNT FROM $3,230,912.18 TO $3,298,115.00 IN THE CONSTRUCTION OF THE LIBERTY AND GRAND STREETS SANITARY SEWER IMPROVEMENTS PROJECT

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

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

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

WHEREAS, by Resolution No. 194-2018 of August 13, 2018, the City Council authorized the City Manager to execute Change Order No. 1G to increase the contract term by 36 days until October 2, 2018 and Change Order No. 2G increasing the total contract price by $71,354.58 to a total contract price of $3,369,469.58; and

WHEREAS, by Resolution No. 348-2018 of November 26, 2018, the City Council authorized the City Manager to execute Change Order 3G in the amount of $1,914.40 as a credit to the contractor decreasing the total contract price from $3,369,469.58 to $3,367,555.18; and

WHEREAS, by Resolution No. 2-2019 of January 14, 2019, the City Council authorized the Interim City Manager to execute Change Order 4G in the amount of $136,643.00 as a credit to the contractor decreasing the total contract price from $3,367,555.18 to $3,230,912.18; and

WHEREAS, further adjustments to the contract require Change Order No. 5G to increase the total contract price by $67,202.92 to a total contract price of $3,298,115.00; and

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

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he hereby is authorized to execute Change Order No. 5G increasing the total contract price by 67,202.92 to a total contract price of $3,298,115.00 in connection with the Metra Industries construction contract for the Liberty and Grand Streets Sanitary Sewer Improvements Project.

Barton & Loguidice
637 Broadway, Suite 2B
Newburgh, NY 12550
(845) 391-8360
(845) 391-8361 Fax

LETTER OF TRANSMITTAL

DATE: June 11, 2019 **JOB NO.:** 1352.005.002
PHASE: 0800
ATTENTION: Mr. Jason Morris, P.E. City Engineer
RE: Liberty and Grand Streets Sewer Improvements Project

RECEIVED
JUN 11 2019
@ 10:26am
CITY ENGINEER

TO: The City of Newburgh
83 Broadway
Newburgh, NY 12550

WE ARE SENDING YOU: ☐ Attached ☐ Separate cover **VIA:** ☒ Hand Delivery ☐ US Mail ☐ Pickup
☐ Courier: _____ airbill # _____ Delivery: ☐ Overnight / ☐ 2-day / Other: _____
the following Items:
☐ Prints ☐ Plans ☐ Shop drawings ☐ Report ☐ Specifications
☐ Change Order ☐ Letter ☐ Application ☐ Samples ☒ Other Pay application

COPIES	DATE	DESCRIPTION
1	06/11/19	Change order #5

THESE ARE TRANSMITTED as checked below:
☒ For approval ☐ Approved as submitted ☐ Resubmit _____ copies for approval
☐ For your use ☐ Approved as noted ☐ Submit _____ copies for distribution
☐ As requested ☐ Revise and Noted - Resubmit ☐ Return _____ corrected plans
☐ For review and comment ☐ Rejected – Resubmit as Specified ☐ Prints returned after loan to us
☐ For bids due _____ ☐ Other _____

REMARKS:
Please find change order #5.

Please contact our office with any questions.

Thank you,

Barton & Loguidice, D.P.C.

cc:

Printed name: Matthew Scavarda

Title: Engineer II

If enclosures are not as noted, kindly notify us at once.

RECEIVED
JUN 11 2019
CITY ENGINEER

Change Order

No. 5G

Date of Issuance: 5/10/2019 Effective Date: 5/10/2019

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

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

Description: Quantity adjustments, costs associated with design changes, and extra work orders.

Attachments (list documents supporting change):

Change order 5G spreadsheet summary. Extra work orders.

CHANGE IN CONTRACT PRICE:

Original Contract Price:

$3,298,115.00

Decrease from previously approved Change Orders:

$67,202.82

Contract Price prior to this Change Order:

$3,230,912.18

Increase of this Change Order:

$67,202.82

Contract Price incorporating this Change Order:

$3,298,115.00

CHANGE IN CONTRACT TIMES:

Original Contract Times: ☐ Working days ☒ Calendar days
Substantial completion (days or date): 8/27/2018
Ready for final payment (days or date): 10/26/2018

Increase from previously approved Change Orders
Substantial completion (days): 36
Ready for final payment (days): 36

Contract Times prior to this Change Order:
Substantial completion (days or date): 10/2/18
Ready for final payment (days or date): 12/1/18

Increase of this Change Order: *
Substantial completion (days or date): *
Ready for final payment (days or date): *

Contract Times with all approved Change Orders:
Substantial completion (days or date): 10/2/18
Ready for final payment (days or date): 12/1/18

RECOMMENDED:
By: [signature]
Engineer (Authorized Signature)
Date: 6/10/19

ACCEPTED:
By: _____
(*) Owner (Authorized Signature)
Joseph P. Donat, City Manager
Date: _____

ACCEPTED:
By: [signature]
Contractor (Authorized Signature)
Date: May 20, 2019

Approved by Funding Agency (if applicable): *As per Resolution No. -2019

Date: _____

Item No.	Description	Reason for Change	Quantity	Unit	$/Unit	Total Cost	Adjusted Time (Days)
EW 21	Additional Excavation	Due to a conflict with existing utilities, the new storm sewer was lowered to avoid the conflict.	1	LS	$44,284.36	$20,055.65	0
EW 25	Flushing Sewer Mains	Flushing of existing sanitary sewer on Liberty Street	1	LS	$54,424.85	$27,709.10	
EW 28	24" Storm Sewer	Reinstallation of 24" storm pipe	1	LS	$1,639.26	$0.00	0
EW 29	8" Water Main Repair	Additional cost to repair broken water main	1	LS	$10,682.12	$0.00	
EW 30	Catch Basin Holes	Precast Holes in structures were too small to accept pipes	1	LS	$3,233.14	$0.00	0
EW 31	Connect Existing Sewer	Connect existing sewer to manhole 2A	1	LS	$9,045.10	$0.00	0
EW 32	Existing Utilities	Additional cost to cross an existing watermain not shown on plans.	1	LS	$2,354.69	$0.00	0
EW 35	Additional Lateral At 268	Additional cost to install a lateral at 268 Grand Street	1	LS	$3,322.49	$0.00	0
EW 36	Additional Rock Removal	Rock removal encountered during utility installation	1	LS	$10,495.71	$10,495.71	0
EW 37	Water Main repair	Contractor assisted city to repair 4" water main	1	LS	$3,879.64	$3,879.64	0
EW 38	Handle Trench Box and Plates	Contractor was directed to excavate and shore a pit to allow access to the existing sewer for CCTV and cleaning	1	LS	$3,189.24	$3,189.24	0
EW 39	Lateral and Water service at 416 Liberty Street	Contractor was directed to excavate and shore a pit to allow access to the existing sewer for CCTV and cleaning	1	LS	$7,515.82	$0.00	0
EW 40	CB at 238 Grand Street	Contractor was directed to perform cleaning and CCTV investigative work on unknow sewer mains	1	LS	$7,088.65	$0.00	0
EW 41	Locate existing laterals	Contractor removed the trench box and plates from access for for flushing sewer on Grand street and backfilled hole.	1	LS	$8,967.67	$0.00	0
EW 42	Backfill Test Pit on Grand Street	Contractor disconnected temporary tie in of existing sewer system to the new storm sewer and reconected to the new sanitary sewer.	1	LS	$2,922.48	$2,922.48	0
EW 44	Sanitary Lateral at 378-380 Liberty Street	Additional costs resulting from design changes of the sanitary sewer on Liberty Street	1	LS	$4,475.99	$0.00	0
EW 45	Water Main Repair	Contractor assisted city to repair 8" water main	1	LS	$8,566.16	$0.00	0
EW 46	Broken Gas Service	During excavation of revised profile of sanitary sewer rock had to be removed.	1	LS	$2,579.87	$0.00	0
38	Remove and Reset Bluestone	Quantity adjustment	242.5	LF	-$242.50	-$241.50	0
39	Reset Cobblestone Gutter	Quantity adjustment	161.5	LF	-$807.50	-$807.50	0

Total Cost **$67,202.82**

RESOLUTION NO.: 161 - 2019

OF

JULY 8, 2019

RESOLUTION APPROVING
THE NEW YORK COOPERATIVE LIQUID ASSETS SECURITES SYSTEM
COOPERATIVE AGREEMENT

WHEREAS, New York Cooperative Liquid Assets Securities System (NYCLASS) is a short term, liquid investment fund designed specifically for the public sector; and

WHEREAS, New York General Municipal Law, Article 5-G, Section 119-o ("Section 119-o") empowers municipal corporations, as defined in Article 5-G, Section 119-n to include school districts, boards of cooperative educational services, counties, cities, town and villages, and districts, to enter into, amend, cancel and terminate agreements for the performance among themselves (or one for the other) of their respective functions, powers and duties on a cooperative or contract basis; and

WHEREAS, the City of Newburgh wishes to invest portions of its available investment funds in cooperation with other corporations and/or districts pursuant to the NYCLASS Municipal Cooperation Agreement Amended and Restated as of March 14, 2014; and

WHEREAS, the City of Newburgh wishes to assure the safety and liquidity of its funds;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Newburgh as follows that Todd Venning, Director of Finance/City Comptroller, is hereby authorized to execute and deliver the Cooperative Investment Agreement in the name of and on behalf of the City of Newburgh.

Director of Finance/City Comptroller

_____ _____

Signature of Todd Venning Title
Per Res. No.

Todd Venning

_____ _____

Printed Name Date

Municipal Cooperation Resolution

WHEREAS, New York General Municipal Law, Article 5-G, Section 119-o ("Section 119-o" empowers municipal corporations [defined in Article 5-G, Section 119-n to include school districts, boards of cooperative educational services, counties, cities, town and villages, and districts] to enter into, amend, cancel and terminate agreements for the performance among themselves (or one for the other) of their respective functions, powers and duties on a cooperative or contract basis;

WHEREAS, the _____ (entity name) wishes to invest portions of its available investment funds in cooperation with other corporations and/or districts pursuant to the NYCLASS Municipal Cooperation Agreement Amended and Restated as of March 14, 2014;

WHEREAS, the _____ (entity name) wishes to assure the safety and liquidity of its funds;

Now, therefore, it is hereby resolved as follows:

That _____ (key contact name) is hereby authorized to execute and deliver the Cooperative Investment Agreement in the name of and on behalf of _____ (entity name).

_____	_____
Signature of Key Contact	Title
_____	_____
Printed Name	Date

NYCLASS® New York Cooperative Liquid Assets Securities System

What is NYCLASS?

New York Cooperative Liquid Assets Securities System (NYCLASS) is a short-term, liquid investment fund designed specifically for the public sector. NYCLASS provides the opportunity to invest funds on a cooperative basis in short-term investments that are carefully chosen to yield favorable returns while striving to provide maximum safety and liquidity.

Who oversees and manages NYCLASS?

In accordance with New York State GML Article 3-A Section 44, the Municipal Cooperation Agreement is administrated by an elected Governing Board (the Board) of up to 15 members. A Board member must be either a Participant's Chief Fiscal Officer, another designated officer, or employee of the Participant who has knowledge and expertise in financial matters. The Board retains the services of Public Trust Advisors, LLC (Public Trust) located in Denver. Public Trust serves as the investment advisor and provides administrative and marketing services for NYCLASS.

How can you participate in NYCLASS?

Enrolling in NYCLASS is simple. After reading the Municipal Cooperative Agreement and Information Statement (available at www.newyorkclass.org), follow these steps:

1. Pass a resolution approving the NYCLASS Municipal Cooperative Agreement.
2. Complete the NYCLASS Registration Form.
3. Submit the above documents to NYCLASS Client Services.
4. After we review and approve the above documents, you will receive confirmation that you have been accepted as a NYCLASS Participant.

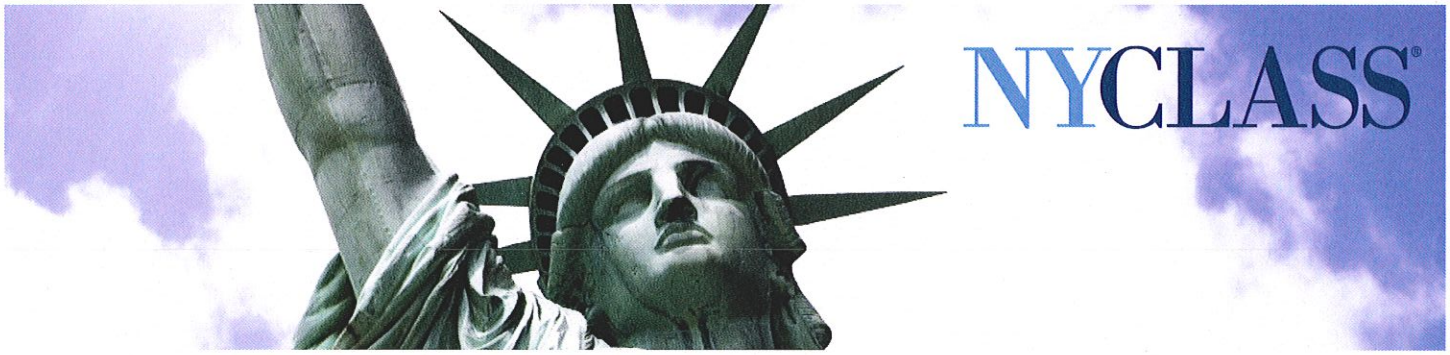
What Features Does NYCLASS Offer?

As a NYCLASS Participant, you have access to many convenient features:

- Same-day availability of funds 12:00 p.m. ET cut-off
- Deposits by wire or ACH
- Secure online access for transactions and account statements
- Professionally managed portfolio
- Competitive daily rates
- Unlimited sub-accounts
- No minimum balance requirements
- No transaction fees*
- Audited annually by an independent auditing firm**
- Direct deposit of state and federal payments
- Dedicated client service representatives available via phone, fax, or email on any business day

*You may incur fees associated with wires and/or ACH transactions by your bank, but there will be no fees charged from NYCLASS for such transactions. **External audits may not catch all instances of accounting errors and do not provide an absolute guarantee of accuracy.

2529 Route 52, Suite 202 Hopewell Junction, NY 12533 | (855) 804-9980 | www.newyorkclass.org | clientservices@newyorkclass.org



What are the objectives of NYCLASS?

Safety

Besides investing public-sector funds only in securities legally permitted under New York law, an emphasis on safety has helped NYCLASS earn S&P Global Ratings highest money market rating: 'AAAm.' The custodian for all NYCLASS cash and securities is Wells Fargo Bank, N.A. Additionally, NYCLASS has an annual audit by an independent, outside auditing firm. Only designated officials may conduct transactions, and funds may be transferred only to previously authorized bank accounts.

Liquidity

Participants may conduct transactions (deposits, withdrawals, or transfers) on any business day. All portfolio investments are carefully selected to ensure that cash is available whenever needed. There is never a penalty for withdrawals of invested funds including all accrued interest. There are no limits on the dollar amount or number of daily transactions except that total daily withdrawals may not exceed the total balance on deposit. There is no minimum balance or transaction size requirement.

Convenience

To make cash management simple and efficient, NYCLASS includes many features that make it easy to access account information and simplify record keeping. Participants may make account transactions on any business day using the NYCLASS phone number (855) 804-9980, fax number (855) 804-9981, email (clientservices@newyorkclass.org), or via the MYACCESS online transaction portal at www.newyorkclass.org.

Flexibility

You may establish multiple NYCLASS accounts to track and parallel your own internal fund accounting structures. You will receive comprehensive monthly statements online or via email that show all of your transaction activity, interest postings, and rate summaries. These statements have been specifically designed to facilitate public-sector fund accounting and to establish a clear accounting and audit trail for your investment records.

Competitive Returns

NYCLASS Participants can benefit from the professional investment expertise provided by Public Trust. Participants in the NYCLASS fund can take advantage of economies of scale relative to purchasing power, transaction, and clearance costs as well as custody arrangements. Overall portfolio performance is enhanced by the different cash flow cycles of the various Participants.

Legality

NYCLASS only invests in investments legally permitted under New York State Law.

Have Questions?

Contact us or visit www.newyorkclass.org for more information.

Matt Starr
Director, Client Relations
matt.starr@newyorkclass.org
(914) 301-4070

Joel Friedman
Regional Director, Marketing
joel.friedman@newyorkclass.org
(646) 285-3280

Shawn Cullinane
Regional Director, Marketing
shawn.cullinane@newyorkclass.org
(631) 897-4111

Lyn Derway
Regional Director, Marketing
lyn.derway@newyorkclass.org
(518) 307-0302

Any financial and/or investment decision should be made only after considerable research, consideration, and involvement with an experienced professional engaged for the specific purpose. **Past performance is not an indication of future performance. Any financial and/or investment decision may incur losses.** A 'AAAm' rating by S&P Global Ratings is obtained after S&P evaluates a number of factors including credit quality, market price exposure, and management. Ratings are subject to change and do not remove market risk.

RESOLUTION NO.:____162_____ - 2019

OF

JULY 8, 2019

A RESOLUTION AUTHORIZING THE CITY MANAGER TO RENEW THE LEASE AGREEMENT WITH PITNEY BOWES FOR THE POSTAGE MACHINE IN 123 GRAND STREET BILLED AT $232.74 PER QUARTER FOR 48 MONTHS

WHEREAS, the City of Newburgh proposes to renew a lease agreement with Pitney Bowes for the postage machine in 123 Grand Street; and

WHEREAS, the terms of the renewal lease agreement provide for a quarterly billing in the amount of $232.74 for a period of 48 months with funding to be derived from A.1670.400; and

WHEREAS, entering into a new lease will yield a total savings of $181.89 per quarter; and

WHEREAS, this Council has reviewed such lease agreement and finds that the execution of such lease 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 enter into a lease agreement with Pitney Bowes, in substantially the same form as annexed hereto and subject to such other terms and conditions as may be required by Counsel, to renew the lease for the postage machine for 123 Grand Street.

pitney bowes

Sourcewell (formerly known as NJPA) State & Local FMV Lease

Agreement Number

Your Business Information

Full Legal Name of Lessee / DBA Name of Lessee

CITY OF NEWBURGH CITY HALL COMPTROLLER OFFICE

Tax ID # (FEIN/TIN)

Sold-To: Address

123 GRAND ST, NEWBURGH, NY, 12550-4613, US

Sold-To: Contact Name	Sold-To: Contact Phone #	Sold-To: Account #
Nicholas Crispino	(845) 569-7326	0015840942

Bill-To: Address

123 GRAND ST, NEWBURGH, NY, 12550-4613, US

Bill-To: Contact Name	Bill-To: Contact Phone #	Bill-To: Account #	Bill-To: Email
Nicholas Crispino	(845) 569-7326	0015840942	ncrispino@cityofnewburgh-ny.gov

Ship-To: Address

123 GRAND ST, NEWBURGH, NY, 12550-4613, US

Ship-To: Contact Name	Ship-To: Contact Phone #	Ship-To: Account #
Nicholas Crispino	(845) 569-7326	0015840942

PO #

Your Business Needs

Qty	Item	Business Solution Description
1	SENDPROCSERIES4	SendPro C Series - Version 4
1	1FXA	DM Series INVIEW Dashboard
1	7H00	C Series IMI Meter
1	8H00	C Series IMI Base
1	APAC	Connect+ Accounting Weight Break Reports
1	APAX	Cost Acctg Accounts Level (100)
1	APB2	Cost Accounting Devices (10)
1	APKN	Account List Import/Export
1	C2C1	C425 SendPro C – 5lb Scale Bundle
1	CAAB	Cost Accounting Silver plan
1	DM1RKL	Return Kit for DM100/125 - Large
	F9S2	F9S2-SendPro C Install Trng W Shipping
1	HZ80001	SendPro C Series Drop Stacker
1	ME1A	Meter Equipment - C Series

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See Pitney Bowes Terms for additional terms and conditions

1	PAB1	C Series Premium App Bundle
1	PTJ1	Postal Shipping
1	PTJA	SendPro Basic 1 User
1	PTJN	Single User Access
1	PTK1	Web Browser Integration
1	PTK2	SendPro C Series Shipping Integration
1	SJS1	C200 Softguard
1	STDSLA	Standard SLA-Equipment Service Agreement (for SendPro C Series - Version 4)
1	ZH24	Manual Weight Entry
1	ZH27	HZ02 65 LPM Speed
1	ZHC425	SendPro C425 Base System Identifier
1	ZHD5	USPS Rates with Metered Letter
1	ZHD7	E Conf Services for Metered LTR. BDL

Your Payment Plan

Initial Term: 48 months	**Initial Payment Amount:**	
Number of Months	**Monthly Amount**	**Billed Quarterly at***
48	**$ 77.58**	**$ 232.74**

**Does not include any applicable sales, use, or property taxes which will be billed separately.*

( ) Tax Exempt Certificate Attached
( ) Tax Exempt Certificate Not Required

(X) Purchase Power® transaction fees included
( ) Purchase Power® transaction fees extra

©2018 Pitney Bowes Inc. All rights reserved.
See Pitney Bowes Terms for additional terms and conditions

Your Signature Below

Non-Appropriations. You warrant that you have funds available to make all payments until the end of your current fiscal period, and shall use your best efforts to obtain funds to make all payments in each subsequent fiscal period through the end of your lease term. If your appropriation request to your legislative body, or funding authority ("Governing Body") for funds to make the payments is denied, you may terminate this lease on the last day of the fiscal period for which funds have been appropriated, upon (i) submission of documentation reasonably satisfactory to us evidencing the Governing Body's denial of an appropriation sufficient to continue this lease for the next succeeding fiscal period, and (ii) satisfaction of all charges and obligations under this lease incurred through the end of the fiscal period for which funds have been appropriated, including the return of the equipment at your expense.

By signing below, you agree to be bound by all the terms and conditions of this Agreement, including the NJPA Contract Number 041917-PIT, effective date May 17, 2017 and the State and Local Fair Market Value Lease Terms (including the Pitney Bowes Terms) (Version 4/17) which is available at http://www.pb.com/states/njpa and is incorporated by reference (the "Agreement"). You acknowledge that, except for non-appropriation, you may not cancel this lease for any reason and that all payment obligations are unconditional. This lease will be binding on us after we have completed our credit and documentation approval process and have signed below. This lease requires you to either provide proof of insurance or participate in the ValueMAX® requirement protection program (see Section 6 of the State and Local Fair Market Value Lease Terms) for an additional fee. If software is included in the Order, additional terms apply which are available by clicking on the hyperlink for that software located at http://www.pitneybowes.com/us/license-terms-of-use/software-and-subscription-terms-and-conditions.html. Those additional terms are incorporated by reference.

Not Applicable
State/Entity's Contract#

Lessee Signature

Print Name

Title

Date

Email Address

Pitney Bowes Signature

Print Name

Title

Date

Sales Information

Account Rep Name	Email Address	PBGFS Acceptance
Linda Pachter	linda.pachter@pb.com	

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Shipping & Mailing

SendPro® C200

Make the smart sending choice every time.

Eliminate guesswork with our all-in-one solution.

The SendPro C200 is the simplest, all-in-one technology for office mailing and package shipping. It's a complete sending solution that makes it easy to process mail and send packages all from one place. You'll be able to:

- Process daily mail and print postage quickly and accurately.
- Access USPS® shipping rates which offer discounts of up to 39% off retail rates*.
- Compare options from three major carriers, like USPS and UPS®.
- Print shipping labels for three carriers right from the system.
- Track packages and costs across three major carriers in one consolidated report.

Plus, with the integrated scale you can accurately calculate postage and shipping charges for all of your letters, flats and packages. The C200 makes it easy for your office to consistently choose the ideal mailing or shipping option.

Save money and eliminate overspend.

Using a color touchscreen display, the C200 makes your selections of carrier, class and services simple and accurate. For letter mail, simply select the postal class and services you want, then seal and print postage in one easy step. For larger items, you can compare each carrier's shipping options and print a shipping label. Plus, the C200 is digitally connected so you'll always be up-to-date with automatic postal and carrier updates, low ink alerts, service warnings and diagnostic notifications.

*Actual savings may vary depending on weight, zone and services requested.

Make the confident choice, no matter what you send.

With the SendPro® C200, you can consistently choose the ideal carrier, class or service to get your items delivered—all at the best price for your needs. Just weigh the item to see your carrier's options with a cost and estimated delivery time. A common address book works across all three carriers and verifies the recipient addresses to ensure accurate delivery. Then, after selecting the ideal choice for your unique business needs, the C200 will print a shipping label from the attached label printer or your network printer.

Ship and track from anywhere.

Access C200's shipping and tracking capabilities away from your mail area with secure access from your desktop computer. You'll always have a consolidated view of your cost history and tracking information for carrier shipments. By having multiple information on a single platform, the C200 eliminates having to use multiple carriers' websites to process a package or track a shipment.

Maximize savings every time you send.

The C200 is designed to save you and your office staff time and money in many ways. You can get automatic ink replenishments at savings of 20% off the retail price when you enroll in the AutoInk™ program. When shipping, you immediately save with USPS® shipping discounts for Priority Mail and other package services. As a certified Ready Provider of UPS®, Pitney Bowes offers savings of 18% on UPS Next Day Air® and 9% off UPS Ground Commercial and Residential.

Specifications

User display	Color touchscreen
Envelope processing	Up to 40 letters per minute; semi-automatic feeding
Envelope moistener	Standard
Integrated scale	Standard: Up to 5 lbs.
External scale	Optional
USPS retail rates and extra services	Standard; No Presort rate option
Electronic return receipt	Not available—use standard USPS return receipt
USPS shipping (Commercial Base Pricing)	Standard
Multi-carrier shipping	Optional; Use existing business account (UPS and other carrier)
Multi-user access	Optional
Shipping label printer (4" x 6")	Optional; Compliant to USPS and alternate carriers
Label and report printing	Standard: Print to network printer Optional: Laser printer for reports
Cost accounting	Optional: 25 accounts, 100, 500 or more
Connectivity	Standard: LAN (wired) or Wi-Fi (wireless)
Envelope sizes	Up to 3/8" thickness. Media sizes: 3" x 5" up to 13" x 15"
Differential weighing	Optional
Electrical and approvals	100 – 120 VAC, 50/60 Hz, 1.0A
Dimensions	16 1/2" L x 15 1/2" D x 11 1/2" H (with integrated scale)

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RESOLUTION NO.: _____163_____-2019

OF

JULY 8, 2019

A RESOLUTION AUTHORIZING THE EXECUTION OF A RELEASE OF RESTRICTIVE COVENANTS AND RIGHT OF RE-ENTRY FROM A DEED ISSUED TO LUCIE P. COSTA TO THE PREMISES KNOWN AS 448 POWELL AVENUE (F/K/A 452 POWELL AVENUE) (SECTION 4, BLOCK 1, LOT 24)

WHEREAS, on December 12, 2001, the City of Newburgh conveyed property located at 448 Powell Avenue (f/k/a 452 Powell Avenue), being more accurately described on the official Tax Map of the City of Newburgh as Section 4, Block 1, Lot 24, to Lucie P. Costa; and

WHEREAS, the owner, by her attorney, has requested a release of the restrictive covenants contained in said deed; 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, 5, and 6 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 448 Powell Avenue (f/k/a 452 Powell Avenue), Section 4, Block 1, Lot 24 on the Official Tax Map of the City of Newburgh, from those restrictive covenants numbered 1, 2, 3, 4, 5, and 6 in a deed dated December 12, 2001, from THE CITY OF NEWBURGH to LUCIE P. COSTA, recorded in the Orange County Clerk's Office on January 14, 2002, in Liber 5744 of Deeds at Page 309 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: _____, 2019

THE CITY OF NEWBURGH

By: _____
Joseph Donat, City Manager
Pursuant to Res. No.: _____-2019

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

On the ____ day of _____ in the year 2019, before me, the undersigned, a Notary Public in and for said State, personally appeared JOSEPH DONAT, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted; executed the instrument.

_____

RESOLUTION NO.: _____-2019

OF

JULY 8, 2019

A RESOLUTION AUTHORIZING THE EXECUTION OF A RELEASE OF RESTRICTIVE COVENANTS AND RIGHT OF RE-ENTRY FROM A DEED ISSUED TO DAVID FREEMAN TO THE PREMISES KNOWN AS 12 SPRING STREET (SECTION 39, BLOCK 4, LOT 22)

WHEREAS, on November 30, 1981, the City of Newburgh conveyed property located at 12 Spring Street, being more accurately described on the official Tax Map of the City of Newburgh as Section 39, Block 4, Lot 22, to David Freeman; and

WHEREAS, the current owner, by his attorney, has requested a release of the restrictive covenants contained in said deed; 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 12 Spring Street, Section 39, Block 4, Lot 22 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 30, 1981, from THE CITY OF NEWBURGH to DAVID FREEMAN, recorded in the Orange County Clerk's Office on December 7, 1981, in Liber 2211 of Deeds at Page 62 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: _____, 2019

THE CITY OF NEWBURGH

By: _____
Joseph Donat, City Manager
Pursuant to Res. No.: _____-2019

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

On the ____ day of _____ in the year 2019, before me, the undersigned, a Notary Public in and for said State, personally appeared JOSEPH DONAT, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted; executed the instrument.

_____

RESOLUTION NO.: _____165_____ - 2019

OF

JULY 8, 2019

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A LICENSE AGREEMENT WITH HABITAT FOR HUMANITY OF GREATER NEWBURGH, INC. TO ALLOW ACCESS TO 511 SOUTH STREET (SECTION 14, BLOCK 3, LOT 14) TO CONDUCT A SITE INVESTIGATION

WHEREAS, Habitat for Humanity of Greater Newburgh, Inc. has expressed an interest in redeveloping City-owned vacant land located at 511 South Street more accurately described as Section 14, Block 3, Lot 14 on the official tax map of the City of Newburgh (the "Property"), for the purpose of constructing a new residence for the purpose of homeownership; and

WHEREAS, Habitat for Humanity of Greater Newburgh, Inc. has requested that the City of Newburgh allow access to the Property prior to finalizing a transfer of the property for the purposes of and to perform a site investigation; and

WHEREAS, such access to the Property requires the parties to execute a license agreement, a copy of which is attached hereto and made a part of this resolution; and

WHEREAS, this Council has reviewed such license and has determined that entering into the same would be in the best interests of the City of Newburgh and its further development;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to enter into the attached license agreement with Habitat for Humanity of Greater Newburgh, Inc. to allow access to City-owned property identified as 511 South Street, Section 14, Block 3, Lot 14, for the purpose of performing a site investigation.

LICENSE AGREEMENT

THIS LICENSE AGREEMENT, dated as of _____, 2019, 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

HABITAT FOR HUMANITY OF GREATER NEWBURGH, INC., a New York not-for-profit-corporation with a mailing address of 125 Washington Street, Newburgh, New York 12550 ("Licensee").

WHEREAS, the City is the owner of real property identified as 511 South Street in the City of Newburgh, and more accurately described as Section 14, Block 3, Lot 14 on the official tax map of the City of Newburgh (the "Property"); and

WHEREAS, the Licensee has requested a license or privilege of gaining access to and performing work upon the Property, on behalf of itself and its employees, agents and contractors for the purpose of conducting a site; and

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

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

Section 1. Grant of License. The City hereby represents that it owns the real property located at 511 South Street in the City of Newburgh, and more accurately described as Section 14, Block 3, Lot 14 on the official tax map of the City of Newburgh (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 Property, and taking thereupon such vehicles, equipment, tools, machinery and other materials as may be necessary, for the purposes of and to perform a site investigation, including but not limited to subsurface investigation which may include a excavating, digging test pits, soil boring, testing, sampling, restoration and any and all other work appurtenant thereto.

Section 2. Scope of License. Entry to the Property is limited to the minimum access necessary to facilitate and accomplish the site investigation. Licensee agrees to perform the site investigation of vacant property and associated 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.

Section 3. Insurance. The Licensee shall not commence or perform site investigation 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. Compensation Insurance - The Licensee shall take out and maintain during the life of this agreement such Workers' Compensation Insurance for its employees or members to be assigned to the work hereunder as may be required by New York State Law.

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

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

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

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

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

Section 4. 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 5. 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 6. Term of License. The license or privilege hereby given shall expire and terminate upon the completion of the site investigation by Licensee and its 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.

Section 7. Assignment of License; No Sub-Licensing. This License may not be assigned or sub-let to any other party.

Section 8. Termination of License. The City, at its sole discretion and, with or without cause, may, without prejudice to any other rights or remedy it may have, by 48 hours' notice to the Licensee, terminate the agreement.

Section 9. 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. Modification of License Agreement. This License Agreement may not be modified except by a writing subscribed by both parties to this Agreement.

Section 12. 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: _____
Joseph P. Donat, City Manager
Per Resolution No.:

HABITAT FOR HUMANITY OF GREATER
NEWBURGH, INC.
LICENSEE

By: _____

Approved as to form:

_____
MICHELLE KELSON
Corporation Counsel

_____
TODD VENNING
City Comptroller

RESOLUTION NO.: 166 - 2019

OF

JULY 8, 2019

A RESOLUTION TO AUTHORIZE THE CONVEYANCE OF REAL PROPERTY KNOWN AS 24 TEMPLE AVENUE (SECTION 32, BLOCK 3, LOT 8) AT PRIVATE SALE TO JOHN NOTARO FOR THE AMOUNT OF $84,900.00

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 24 Temple Avenue, being more accurately described as Section 32, Block 3, Lot 8, 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 property 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 October 11, 2019, being approximately ninety (90) days from the date of this resolution; and

Property address	Section, Block, Lot	Purchaser	Purchase Price
24 Temple Avenue	32 – 3 – 8	John Notaro	$84,900.00

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

Terms and Conditions Sale
24 Temple Avenue, City of Newburgh (SBL: 32-3-8)

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 **2019-2020**, 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 **2019-2020**, 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 Purchaser** 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.**
11. Provided that the sale is not subject to an owner-occupancy restriction as set forth in paragraph 20, the purchaser, as grantee, may take title as a natural person or as an entity wherein purchaser is an officer or managing member of said entity. If purchaser takes title as an entity, purchaser must provide an affidavit listing all of the members or shareholders of said entity, their addresses, their phone numbers, and their percentage ownership stake in the entity. Purchaser must have at least a fifty-one (51%) ownership stake in said entity in order for said entity to take title.
12. The City Manager may, in his sole discretion and for good cause shown, grant one extension of time to close title of up to, but not to exceed, sixty (60) additional days from the Closing Deadline. No request shall be entertained unless in writing, stating the reasons therefor, and unless accompanied by a fee of $250.00 per parcel for which a request is submitted. The fee shall be in addition to all other fees and deposits and shall not be credited against the purchase price and shall not be returnable. Any additional request made thereafter shall be made in writing and placed before the City Council for its consideration.
13. In the event that a sale is cancelled by court order, judgment, the Comptroller or the Newburgh City Council, the purchaser shall be entitled only to a refund of the purchase money paid. Purchaser agrees that he shall <u>not</u> be entitled to special or consequential damages, attorney's fees, reimbursement for any expenses incurred as a result of ownership, improvements of property, or for taxes paid during period of ownership, and this agreement by the purchaser is a material condition of the sale.
14. Sale shall be final, absolute and without recourse once title is conveyed on the actual day of closing. In no event, shall City of Newburgh be or become liable for any defects in title for any cause whatsoever, and no claim, demand or suit of any nature shall exist in favor of the purchaser, his heirs, successors or assigns, against City of Newburgh arising from this sale.
15. Conveyance shall be by quitclaim deed only, containing a description of the property as it appeared on the tax roll for the year upon which the City acquired title or as corrected up to date of deed. The deed will be recorded by the City upon payment in full of the purchase price, tax reimbursements, buyer's premium (if applicable), and closing fees/costs. Possession of property is forbidden until the deed is recorded conveying title to the purchaser. **Title vests upon conveyance of deed.**
16. Upon closing, the City shall deliver a quitclaim deed conveying all of its right, title and interest in the subject property, which deed shall be drawn by the City Corporation Counsel. The City shall not convey its interest in any street, water, sewer or drainage easement, or any other interest the City may have in the property. The City shall only convey that interest obtained by the City pursuant to the judgment rendered in an *in rem* tax foreclosure action filed in the Orange County Clerk's Office.
17. The description of the property shall be from the City of Newburgh Tax Map reference or a survey description certified to the City of Newburgh. Any survey description shall be provided to the City Corporation Counsel by the purchaser at least thirty (30) days in advance of closing title and approved by the City's Engineer.

18. By acknowledging and executing these Terms & Conditions, the purchaser certifies that he/she is not representing the former owner(s) of the property against whom City of Newburgh foreclosed and has no intent to defraud City of Newburgh of the unpaid taxes, assessment, penalties and charges which have been levied against the property. The purchaser agrees that neither he/she nor his/her assigns shall convey the property to the former owner(s) against whom City of Newburgh foreclosed within 24 months subsequent to the Closing Deadline date. If such conveyance occurs, purchaser understands that he/she may be found to have committed fraud, and/or intent to defraud, and will be liable for any deficiency between the purchase price at auction and such sums as may be owed to City of Newburgh as related to the foreclosure on the property and consents to immediate judgment by City of Newburgh for said amounts.
19. 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.
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 **($10,000.00)** 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.

ACKNOWLEDGED AND AGREED

Date: _____

_____

John Notaro

Proposal Form

Contact Information:

Name: John Notaro
Business Name (If Applicable): GRN Realty Corp
Address: 37 Temple Avenue
City, State & Zip: Newburgh, NY 12550
Home phone: 845-838-5487
Business Phone: 845-559-4512
Mobile Phone: 845-559-4512
E-mail: grnrealtycorp@gmail.com
Federal I.D. No. (If Applicable): 90-1004952

Property Ownership Information:

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

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

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

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

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

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

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

#	PROPERTY ADDRESS		
	NEWBURGH, NEW YORK 12550		
1	27 TEMPLE AVENUE NEWBURGH, NEW YORK 12550	SINGLE	FAMILY
2	28 TEMPLE AVENUE NEWBURGH, NEW YORK 12550	SINGLE	FAMILY
3	31 TEMPLE AVENUE NEWBURGH, NEW YORK 12550	COMM	AKA 37 TEMPLE
4	43 TEMPLE AVENUE NEWBURGH, NEW YORK 12550	SINGLE	FAMILY
5	45 TEMPLE AVENUE NEWBURGH, NEW YORK 12550	SINGLE	FAMILY
6	32 ELLIS AVENUE NEWBURGH, NEW YORK 12550	SINGLE	FAMILY
7	36 ELLIS AVENUE NEWBURGH, NEW YORK 12550	SINGLE	FAMILY
8	119 LITTLE BRITAIN ROAD NEWBURGH, NEW YORK 12550	SINGLE	FAMILY
9	221 LITTLE BRITAIN ROAD NEWBURGH, NEW YORK 12550	SINGLE	FAMILY
10	126 PROSPECT STREET NEWBURGH, NEW YORK 12550	SINGLE	FAMILY
11	208 PROSPECT STREET NEWBURGH, NEW YORK 12550	SINGLE	FAMILY
12	206 FULLERTON AVENUE NEWBURGH, NEW YORK 12550	SINGLE	FAMILY
13	281 DUPONT AVENUE NEWBURGH, NEW YORK 12550	SINGLE	FAMILY
14	321 DUPONT AVENUE NEWBURGH, NEW YORK 12550	SINGLE	FAMILY

Individual Property Bid Sheet

Information on Bid Property:

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

Property Address: 24 Temple Avenue, Newburgh NY 12550

S-B-L#: 32-3-8

Type of Project:

X Single Family (includes a condominium unit)

____ Multi-Family (# of Units___)

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

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

____ Commercial ____ Industrial

____ Vacant Land (Proposed Use: _____)

Offer Purchase Price: $ 84,900
(An offer of **at least** the minimum purchase price is recommended. The "Offer Purchase Price" cannot be left blank.)

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

Renovation Estimate (Pre-Qualifying) - How much do you anticipate investing in this project for renovations? Please consider in your estimate that most vacant properties need *significant* repairs before they can be occupied again. This estimate can be revised once you have obtained entry to the property. *A more detailed repair cost estimate will be required after interior access.* Do not include renovation cost estimate in the "Offer Purchase Price" listed above: **$** 50,000

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

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

General Contractor: DCSS Services, Inc
Architect: _____
Engineer: _____

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

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

What You Should Attach:

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

Business Relationship:

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

INFORMATION RELEASE:

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

DocuSigned by:
John Notaro
E736800410774EC...
Signature _____ Date _____

John Notaro
Print Name

5/28/2019

Submit Application to:

Department of Planning & Development
City Hall, 83 Broadway
Newburgh NY 12550

Cross Property Agent Full w Tabs

Listing

MLS#:	4926147 *Active*	List Price:	$84,900
Addr:	24 Temple Avenue		
PO:	Newburgh	Orange County	
City/Town:	Newburgh City	Zip:	12550-5116
Village:	None	Hamlet/Loc.:	
Street Type:		Avail 4/Lease:	No

P Type:	Single Family			Type:	Detached
Sub/Devel:				55+ Comm:	No
Beds:	2	SqFt:	1,265	Acre(s):	0.2031
Baths:	1 (1 0)	Rooms:	7	Levels:	
Style:	Other/See Remarks			Model:	
Wtr Access:		PUD:		Builders Lot #:	

Sch Dist:	Newburgh	Elem:	Magnet
Jr High:	Magnet	High:	NFA

Recent:	04/29/2019 : New Listing				
Basement:	Full	Attic:	None	Fireplaces:	
Addl Fees:	No	Yr Blt:	1900	Yr Reno:	
Addl Fee Des:		Cnstrctn:	Frame		

Tax ID#:	331100.032.000-0003-008.000/0000	Tax:	$4,922	Tax Year:	2019(Municipality)
Taxes Include:		Assmt:	$99,200	Monthly HOA:	
Avail Financing:		HOA$ Inc:			

Amenities:			
Includes:			
Excludes:			
Parking:	2 Car Detached	Elec Co:	
Heat Zones/Type:	Hot Water, Steam	Fuel:	Oil Above Ground
A/C:	None	Water:	Municipal
Hot Water:	Fuel Oil Stand Alone	Sewer:	Municipal
Garbage:	Public	Siding:	
Lot Description:			

Public Remarks

Three bedroom home located near most shopping, schools amenities. Join in Newburgh's renaissance! City of Newburgh owned property. 30 day FIRST LOOK policy. During this time, house is only available to owner occupants and second home buyers. All offers subject to final approval by City Council. Offers with financing must be accompanied by pre-qual letter; cash offers with proof of funds. Sold as-is. See member's remarks for property access and offer presentation requirements.

Agent Only Remarks

Buyer and agent must sign the Release of Liability form before accessing property and for lockbox code. Access the form www.riverrealty.com/offers_newburgh. Present all offers at www.riverrealty.com/offers_newburgh.

Show Instr:	Buyer and agent must sign Release of Liability form before accessing property and for lockbox code.
Access for Show:	Broker
Directions:	Little Britain Road East to left on Temple Avenue.

Appt Ph:		Appt Ph 2:		DOM:	
Owner:	City Of Newburgh	REO:	Yes	Org Price:	$84,900
LA:	(37432) Lee A Raphael	LA Ph:	(845) 564-2800	Mod/Excl:	NONE
LA Email:	lraphael@riverrealty.com			List Dt:	04/29/2019
LO:	(RIVMNG) River Realty Services, Inc.	LO Ph:	(845) 564-2800	Expire Dt:	10/29/2019
CLA:		CLA Ph:		Agr Type:	ERS
CLA Email:				Neg Thru:	Listing Agent
CLO:		CLO Ph:		$/SqFt:	$67.11
SA:	0% BA: 2.5%	BRA:	0%	TOM Dt:	
				OM Date:	

Prepared By: Donna Challacombe

Date Printed: 04/29/2019

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Since 1938

JOHN J. LEASE REALTORS®

□ 5020 Route 9W, Newburgh, N.Y. 12550 (845) 565-2800 Fax (845) 565-4133
495 Schutt Rd. Ext, Middletown, N.Y. 10940 (845) 344-2800 Fax (845) 344-2008

CONTRACT FOR THE SALE OF REAL ESTATE

Made and dated this 29 day of May, 2019

BETWEEN: City of Newburgh Tel.No. _____

residing at: _____

who hereby agrees to sell, and: John Notaro President, GRN Realty Corp Tel.No. _____

residing at: 42 Heather Drive, Wappingers Falls, NY

who hereby agrees to buy the property located, known and described as: 24 Temple Ave. Newburgh City, NY 12550 Tax Map No.: _____

under the following terms and conditions:

PRICE: # 84,900

$ _____ Cash herewith, receipt of which is hereby acknowledged
$ 10,000 Cash payable on signing contracts
$ _____ Cash payable upon taking title to the premises

CONDITIONS OF SALE:

1. Subject to purchasers obtaining $ _____ first mortgage at the prevailing rate of interest for a term of _____ years.
2. Subject to attorney review and home inspection to be completed by Waived.
3. ____ Seller ____ Purchaser ____ Neither elects to purchase Home Warranty.

Buyer is waving inspections & appraisal. Can close as soon as title is in

Non-real estate items included in purchase price: _____

Premises will be conveyed subject to restrictions, covenants or other covenants of record, if any, provided the same do not render the title unmarketable or the premises uninhabitable, which may be in force and effect. Taxes and other prepaid items to be prorated as of the date of the closing. Insurable title in the form of a deed shall be taken and delivered on or before 2:00 o'clock P.M. ASAP at the office of the seller's attorney. It is hereby mutually agreed that all moneys tendered by the buyer towards the purchase price prior to the closing of title will be held in escrow by the attorney for the seller. In the event that any of the conditions of sale cannot be met, all moneys paid by the buyer towards the purchase price will be promptly refunded. This is a legally binding contract. We recommend that you seek advice and counsel from your attorney before signing.

The parties hereby agree that **John J. Lease Realtors** / River Realty Services is/are the recognized broker(s) who affected this "meeting of minds", and will be paid the brokerage commission as agreed by seller. This document will remain in full force and effect unless it is superseded by a more formal contract embodying the same terms & conditions as set forth above and is subject to review by both the buyer's and seller's attorneys. All parties hereto acknowledge duplicate original of this agreement of sale.

Agent Kelly Olivencia 40DL1041987

Buyer John Notaro, President GRN Realty Corp.

Seller _____

Buyer's Attorney Jeffrey J. Klein
jjklaw@Hotmail.com
(914) 946-8855

Seller's Attorney _____

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

Dual Agent with Designated Sales Agents

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

This form was provided to me by _____ (print name of licensee) of John J Lease Realtor (print name of company, firm or brokerage), a licensed real estate broker acting in the interest of the:

(____) Seller as a (check relationship below)
- (____) Seller's agent
- (____) Broker's agent

(✓) Buyer as a (check relationship below)
- (✓) Buyer's agent
- (____) Broker's agent

(____) Dual agent

(____) Dual agent with designated sales agent

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

(✓) Advance informed consent dual agency

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

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

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

_____ _____

_____ _____

Date: Date: X John Lotano 4/15/19 _____

DocuSign Envelope ID: A17ADCD5-0B9D-4372-ABC9-C7D75BFB1097

DCSS Services, Inc.

2040 State route 208

Montgomery, NY 12549

845-559-4518

April 30th 2019

Ref: Estimated cost of repairs

Location: 24 Temple Avenue

Newburgh, NY 12550

Our estimated cost for the repairs at the above address based on a visual inspection is as follows.

INTERIOR RENOVATIONS

DEMO AS REQUIRED, INSULLATION, SHEETROCK, TAPING AND COMPOUND, PAINTING, NEW DOORS, NEW WINDOWS AND FINISH MOULDINGS, NEW BASIC AND STANDARD KITCHEN AND BATHROOM.

EXTERIOR RENOVATIONS

REPAIRS TO ROOF FRAMING, NEW PLYWOOD AS NEEDED AND NEW ROOF SHINGLES ON GARAGE AND MAIN HOUSE, NEW ENTRY DOORS, REPAIR CONCRETE STAIRS IN REAR, REPAIR FRONT PORCH, REPLACE FRONT ENTRY STAIR CASE AND REPAIR DRIVEWAY AS NEEDED.

PLUMBING

REPAIR OIL BURNER, REPLACE HOT WATER HEATER AND REPAIR BROKEN LINES.

ELECTRICAL

REPAIR ELECTRICAL

ALL PLUMBING AND ELECTRICAL WORK WILL BE PERORMED BY LICENSED CONTRACTORS.

ESTIMATED COST $46,791.00

JEFFREY I. KLEIN

Attorney at Law

25 Rockledge Ave., suite 713
White Plains, NY 10601
(914) 946-8855
jiklaw@hotmail.com

May 28, 2019

To whom it may concern:

I am the attorney for The Mauro Group, Inc., a private finance group in Yonkers, New York, and I write to confirm that my client has approved and is prepared to extend a mortgage in the sum of $105,000, to GRN Realty Corp, of 37 Temple Avenue, Newburgh, New York for the purpose of purchasing and the first stage of renovating a premises at 24 Temple Avenue, Newburgh, New York 12550, designated on the MLS listing as #4926147. In addition, my client is prepared to extend additional funds up to $45,000 as a line of credit for additional renovation costs, to the extent required as reconstruction goes forward.

My client is prepared to fund the initial loan as soon as a certificate of title has been received which shows that the present owner can convey good and marketable title, free of liens.

If further information is required, please feel free to contact me.

Very truly yours,

Jeffrey I. Klein

JIK/s

JEFFREY I. KLEIN

Purchase Proposal Summary

Location:	**24 Temple Avenue (west side)**
Tax Map Number:	32-3-8
Property Class:	210—One Family Residential
Zoning:	CDD—Conservation Development District
Description:	Detached single family home—Year built: 1900; 1476sf; full unfin ished basement; lot size: 56 x 158 x 41 x 152
Condition:	Fair
Assessed Value:	$ 68,800 (Tentative Roll 2019)
Annual Taxes:	$ 3,416+/-
Selling Price:	$ 84,900

The city acquired this property: August 2018

Offer Information:

Name:	John Notaro (GRN Realty Corp.)
Offer Price:	**$ 84,900**
Construction Estimate:	$ 46,721+/-

Proof of Financing: The Mauro Group, Inc. (private financing)

Comments: The listing of this property began on 4/29/19. For the initial 30 days of the listing, it was only offered to owner-occupant purchasers. No owner occupants submitted offers. During the following three weeks (after the initial 30 days), no owner occupant purchasers came forward.

The offer from Mr. Notaro was the highest offer received. He will be purchasing the house as an inverstor, and renting out the property. Mr. Notaro has a vested interest in making sure this house is brought back to habitability. His business is located across the street at 31-37 Temple Avenue and—as can be seen by the list of properties he currently owns in the City of Newburgh—several of his other properties are located in the immediate area. He has renovated many of these properties.

He is current on his municipal obligations, has no outstanding violations, and has obtained rental license for all his rental properties. According to several City of Newburgh Code Officers, Mr. Notaro has a good reputation for maintaining his properties.

Interior Photos

RESOLUTION NO.: 167 - 2019

OF

JULY 8, 2019

A RESOLUTION TO AUTHORIZE THE CONVEYANCE OF REAL PROPERTY KNOWN AS 44 HASBROUCK STREET (SECTION 38, BLOCK 3, LOT 50) AT PRIVATE SALE TO JUDY GOLDBERGER FOR THE AMOUNT OF $25,000.00

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 44 Hasbrouck Street, being more accurately described as Section 38, Block 3, Lot 50, 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 property 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 October 11, 2019, being approximately ninety (90) days from the date of this resolution; and

Property address	Section, Block, Lot	Purchaser	Purchase Price
44 Hasbrouck Street	38 – 3 – 50	Judy Goldberger	$25,000.00

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

Terms and Conditions Sale
44 Hasbrouck Street, City of Newburgh
(SBL: 38-3-50)

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 **2019-2020**, 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 **2019-2020**, 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 Purchaser** 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.**
11. Provided that the sale is not subject to an owner-occupancy restriction as set forth in paragraph 20, the purchaser, as grantee, may take title as a natural person or as an entity wherein purchaser is an officer or managing member of said entity. If purchaser takes title as an entity, purchaser must provide an affidavit listing all of the members or shareholders of said entity, their addresses, their phone numbers, and their percentage ownership stake in the entity. Purchaser must have at least a fifty-one (51%) ownership stake in said entity in order for said entity to take title.
12. The City Manager may, in his sole discretion and for good cause shown, grant one extension of time to close title of up to, but not to exceed, sixty (60) additional days from the Closing Deadline. No request shall be entertained unless in writing, stating the reasons therefor, and unless accompanied by a fee of $250.00 per parcel for which a request is submitted. The fee shall be in addition to all other fees and deposits and shall not be credited against the purchase price and shall not be returnable. Any additional request made thereafter shall be made in writing and placed before the City Council for its consideration.
13. In the event that a sale is cancelled by court order, judgment, the Comptroller or the Newburgh City Council, the purchaser shall be entitled only to a refund of the purchase money paid. Purchaser agrees that he shall <u>not</u> be entitled to special or consequential damages, attorney's fees, reimbursement for any expenses incurred as a result of ownership, improvements of property, or for taxes paid during period of ownership, and this agreement by the purchaser is a material condition of the sale.
14. Sale shall be final, absolute and without recourse once title is conveyed on the actual day of closing. In no event, shall City of Newburgh be or become liable for any defects in title for any cause whatsoever, and no claim, demand or suit of any nature shall exist in favor of the purchaser, his heirs, successors or assigns, against City of Newburgh arising from this sale.
15. Conveyance shall be by quitclaim deed only, containing a description of the property as it appeared on the tax roll for the year upon which the City acquired title or as corrected up to date of deed. The deed will be recorded by the City upon payment in full of the purchase price, tax reimbursements, buyer's premium (if applicable), and closing fees/costs. Possession of property is forbidden until the deed is recorded conveying title to the purchaser. **Title vests upon conveyance of deed.**
16. Upon closing, the City shall deliver a quitclaim deed conveying all of its right, title and interest in the subject property, which deed shall be drawn by the City Corporation Counsel. The City shall not convey its interest in any street, water, sewer or drainage easement, or any other interest the City may have in the property. The City shall only convey that interest obtained by the City pursuant to the judgment rendered in an *in rem* tax foreclosure action filed in the Orange County Clerk's Office.

17. The description of the property shall be from the City of Newburgh Tax Map reference or a survey description certified to the City of Newburgh. Any survey description shall be provided to the City Corporation Counsel by the purchaser at least thirty (30) days in advance of closing title and approved by the City's Engineer.
18. By acknowledging and executing these Terms & Conditions, the purchaser certifies that he/she is not representing the former owner(s) of the property against whom City of Newburgh foreclosed and has no intent to defraud City of Newburgh of the unpaid taxes, assessment, penalties and charges which have been levied against the property. The purchaser agrees that neither he/she nor his/her assigns shall convey the property to the former owner(s) against whom City of Newburgh foreclosed within 24 months subsequent to the Closing Deadline date. If such conveyance occurs, purchaser understands that he/she may be found to have committed fraud, and/or intent to defraud, and will be liable for any deficiency between the purchase price at auction and such sums as may be owed to City of Newburgh as related to the foreclosure on the property and consents to immediate judgment by City of Newburgh for said amounts.
19. 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.
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 **($2,000.00)** 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.

ACKNOWLEDGED AND AGREED

Date: _____

_____

Judy Goldberger

Proposal Form

Contact Information:

Name: Judy Goldberger
Business Name (If Applicable): _____
Address: 22 Rovna Ct. 201
City, State & Zip: Monroe NY 10950
Home phone: 8457818176
Business Phone: 8457818176
Mobile Phone: 845.637.1421
E-mail: joel.uprise@gmail.com
Federal I.D. No. (If Applicable): _____

Property Ownership Information:

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

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

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

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

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

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

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

Individual Property Bid Sheet

Information on Bid Property:

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

Property Address: 44 Hasbrouck St, Newburgh, NY 12550

S-B-L#: 38-3-50

Type of Project:

X Single Family (includes a condominium unit)

____ Multi-Family (# of Units___)

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

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

____ Commercial ____ Industrial

____ Vacant Land (Proposed Use: _____)

Offer Purchase Price: $ 25,000.00

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

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

Renovation Estimate (Pre-Qualifying) - How much do you anticipate investing in this project for renovations? Please consider in your estimate that most vacant properties need *significant* repairs before they can be occupied again. This estimate can be revised once you have obtained entry to the property. *A more detailed repair cost estimate will be required after interior access.* Do not include renovation cost estimate in the "Offer Purchase Price" listed above: **$** $20,212

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

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

General Contractor: _____
Architect: _____
Engineer: _____

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

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

What You Should Attach:

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

Business Relationship:

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

INFORMATION RELEASE:

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

DocuSigned by:
Judy Goldberger
8B0952346143457...
Signature _____ Date _____

Judy Goldberger
Print Name

5/3/2019

Submit Application to:

Department of Planning & Development
City Hall, 83 Broadway
Newburgh NY 12550

Cross Property Agent Full w Tabs

Listing

MLS#:	4916813 *Active*	List Price:	$39,900
Addr:	44 Hasbrouck Street		
PO:	Newburgh	Orange County	
City/Town:	Newburgh City	Zip:	12550-5401
Village:	None	Hamlet/Loc.:	
Street Type:		Avail 4/Lease:	No

P Type:	Single Family			Type:	Detached
Sub/Devel:				55+ Comm:	No
Beds:	1	SqFt:	814	Acre(s):	0.0574
Baths:	1 (1 0)	Rooms:	4	Levels:	
Style:	Cottage			Model:	
Wtr Access:		PUD:		Builders Lot #:	

Sch Dist:	Newburgh	Elem:	Magnet
Jr High:	Magnet	High:	NFA

Recent:	03/28/2019 : New Listing				
Basement:	Full	Attic:	None	Fireplaces:	
Addl Fees:	No	Yr Blt:	1900	Yr Reno:	
Addl Fee Des:		Cnstrctn:	Frame		

Tax ID#:	331100.038.000-0003-050.000/0000	Tax:	$2,140	Tax Year:	2019(Municipality)
Taxes Include:		Assmt:	$43,100	Monthly HOA:	
Avail Financing:		HOA$ Inc:			

Amenities:			
Includes:			
Excludes:			
Parking:	Street Parking	Elec Co:	
Heat Zones/Type:	Base Board	Fuel:	Natural Gas
A/C:	None	Water:	Municipal
Hot Water:	None	Sewer:	Municipal
Garbage:	Public	Siding:	Other/See Remarks
Lot Description:			

Public Remarks

Cozy one bedroom home on quiet city street. Located near most shopping, schools, amenities. Join in Newburgh's renaissance! City of Newburgh owned property. 30 day FIRST LOOK policy. During this time, house is only available to owner occupants and second home buyers. All offers subject to final approval by City Council. Offers with financing must be accompanied by pre-qual letter; cash offers with proof of funds. Sold as-is. See member's remarks for property access and offer presentation requirements.

Agent Only Remarks

Buyer and agent must sign the Release of Liability form before accessing property and for lockbox code. Access the form www.riverrealty.com/offers_newburgh. Present all offers at www.riverrealty.com/offers_newburgh.

Show Instr:	Buyer and Agent must sign attached form. E-Mail signed form to Showings@Riverrealty.com OR fax to 845-564-0700.
Access for Show:	Broker
Directions:	Route 9W North to right onto Hasbrouck Street.

Appt Ph:		Appt Ph 2:		DOM:	
Owner:	City Of Newburgh	REO:	Yes	Org Price:	$39,900
LA:	(37432) Lee A Raphael	LA Ph:	(845) 564-2800	Mod/Excl:	NONE
LA Email:	lraphael@riverrealty.com			List Dt:	03/28/2019
LO:	(RIVMNG) River Realty Services, Inc.	LO Ph:	(845) 564-2800	Expire Dt:	09/27/2019
CLA:		CLA Ph:		Agr Type:	ERS
CLA Email:				Neg Thru:	Listing Agent
CLO:		CLO Ph:		$/SqFt:	$49.02
SA:	0% BA: 2.5%	BRA:	0%	TOM Dt:	
				OM Date:	

Prepared By: Donna Challacombe

Date Printed: 03/28/2019

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DocuSign Envelope ID: 7430C089-6D12-49A2-BDCF-AEAF60464556

Century 21

Alliance Realty Group

Broker License Number: 31PE0879537

Offer to Purchase

DATE: April 30, 2019 MLS# 4916813

PROPERTY: 44 Hasbrouck Street Newburgh NY 12550

BUYER: Judy Goldberger SELLER: City Of Newburgh

22 Rovna Ct

Monroe NY

$ $25,000.00 TOTAL SALES PRICE $ 0 SELLER CONCESSION INCLUDED

$ $2,000.00 PAYMENT UPON SIGNING OF CONTRACT

$ $23,000.00 BALANCE AT CLOSING

Contracts to be drawn and presented on or about May 7,2019. Transfer of Title to be complete on or about June 20, 2019. The Purchaser(s) obligation to proceed to closing is contingent upon obtaining a **CASH** mortgage in the amount of $_____ at the prevailing rate of interest.

Seller(s) shall provide Purchaser(s) with copies of existing Certificates of Occupancy for all improvements, survey, if applicable, and all other Permits and Certifications that pertain to the property.

Contingency of Sale: Favorable home inspection, water, radon, septic and pest inspection. Subject to attorney approval.

Non-Real Estate Items Included in the Sale:

Other Agreements: BA 2.5%

The parties acknowledge that CENTURY 21 ALLIANCE REALTY GROUP and _____ are the Brokers who brought about their meeting of the minds and Seller(s) agrees to pay the Brokers Commission pursuant to the Listing Agreement. The Seller(s) authorizes and directs their attorney to effect the payment of the commission from the proceeds of the sale at the closing of titles.

Salesperson: Laura Lacertosa

Salesperson License #: 10401283892

Phone: 845-863-6754

Email: Laura.Lacertosa1229@gmail.com

Salesperson: Lee A Raphael

Salesperson License #:

Phone: 845-564-2800

Email: lraphael@riverrealty.com

BUYER SIGNATURE: DocuSigned by: 84FF0EE396004C3...

BUYER SIGNATURE:

SELLER SIGNATURE:

SELLER SIGNATURE:

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

This form was provided to me by Laura Lacertosa (Print Name of Licensee) of Century 21 Alliance Realty Group (Print Name of Company, Firm or Brokerage)

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

Seller as a (*check relationship below*)

Seller's Agent

Broker's Agent

✓ Buyer as a (*check relationship below*)

✓ Buyer's Agent

Broker's Agent

Dual Agent

Dual Agent with Designated Sales Agent

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

Advance Informed Consent Dual Agency

✓ Advance Informed Consent to Dual Agency with Designated Sales Agents

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

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

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

X _____ _____

_____ _____

Date: _____ Date: _____

Property Address:				
Buyer Name:				
REPAIR COST ESTIMATE AND SCHEDULE				
EXTERIOR	**ESTIMATED START DATE (I.E., NOVEMBER 2018)**	**ESTIMATED MATERIAL COST (Number of items x cost)**	**ESTIMATED LABOR COST**	**TOTAL COST (MATERIALS + LABOR)**
ROOF	November-18			$0.00
GUTTERS/DOWNSPOUTS		$200.00	$250.00	$450.00
WINDOWS		$500.00	$300.00	$800.00
DOORS		$200.00	$100.00	$300.00
SIDING/TRIM/EXTERIOR PAINTING		$400.00	$700.00	$1,100.00
FOUNDATION				$0.00
STEPS, PORCHES, DECKS				$0.00
LANDSCAPING				$0.00
OTHER:				$0.00
EXTERIOR REPAIR SUBTOTAL		$1,300.00	$1,350.00	$2,650.00
INTERIOR	**ESTIMATED START DATE (I.E., NOVEMBER 2018)**	**ESTIMATED MATERIAL COST (Number of items x cost)**	**ESTIMATED LABOR COST**	**TOTAL COST (MATERIALS + LABOR)**
CLEAN-OUT, INTERIOR DEMOLITION				$0.00
REMEDIATION - LEAD AND/OR ASBESTOS		$1,500.00	$2,500.00	$4,000.00
HEATING SYSTEM (FURNACES)		$400.00	$400.00	$800.00
HOT WATER HEATERS		$1,500.00	$3,000.00	$4,500.00
PLUMBING		$1,100.00	$3,000.00	$4,100.00
ELECTRIC			$3,500.00	$3,500.00
BATH(S)		$500.00	$250.00	$750.00
KITCHEN(S)		$1,000.00	$600.00	$1,600.00
INSULATION/DRYWALL		$400.00	$150.00	$550.00
INTERIOR DOORS		$400.00	$1,500.00	$1,900.00
TRIM/INTERIOR PAINTING		$1,000.00	$800.00	$1,800.00
FLOORING		$700.00	$500.00	$1,200.00
OTHER:				$0.00
INTERIOR REPAIR SUBTOTAL		$8,500.00	$16,200.00	$24,700.00
SOFT COSTS: ASBESTOS/LEAD TESTING, SURVEY, ARCHITECT, ETC.				$0.00
CONTINGENCY AMOUNT (PERCENTAGE OF TOTAL - 10%, 15%, 20%)		20%		$5,470.00
TOTAL (WITH APPLICABLE SOFT COSTS & CONTINGENCY				$32,820.00

SIGNATURE BANK

Welcome MAYER GOLDBERGER.
Your last Internet Banking sign on was Sunday, April 7, 2019 at 05:18 PM ET.

Deposit Account Balances as of 04/08/2019

Account Number	*Description*	*Cash Available Balance*	*Current Balance*
Checking Accounts			
*5784	MAYER GOLDBERGER OR JUDY GOLDBERGER	$144,371.00	$144,371.00
	Total (includes all deposit accounts):	$144,371.00	$144,371.00

Purchase Proposal Summary

Location:	**44 Hasbrouck Street (north side between William Street & Mill Street)**
Tax Map Number:	38-3-50
Property Class:	210—One Family Residential
Zoning:	RL—Residential Low Density
Description:	Detached single family home—Year built: 1900; 539sf; 1 bedroom; 1 bath; lot size: 25 x 100
Condition:	Fair/Poor
Assessed Value:	$ 30,800 (2019 Tentative Assessment)
Annual Taxes:	$ 1,529+/-
Selling Price:	$ 39,900

The city acquired this property: August 2018

Offer Information:

Name:	Judy Goldberger
Offer Price:	**$ 25,000**
Construction Estimate:	$ 32,820 +/-
Proof of Financing:	Signature Bank account

Comments: This is a small one-bedroom house in fair/poor condition that has been vacant for several years. The property was formerly a City-owned property that was sold at auction in 2011. The purchaser never completed the work on the property, and also did not pay the taxes on the property. Subsequently, the City re-acquired this property for non-payment of taxes in August of 2018.

The broker listed the property for sale on March 28, 2019. It was first listed for sale to only owner-occupant purchasers. No owner occupant purchaser offered to buy the property during the listing's first 30 days, nor in the following 30+ days.

This offer from an investor was the best offer the broker has received. The investor plans to renovate the house so that it can be rented.

Interior Photos

RESOLUTION NO.: 168 - 2019

OF

JULY 8, 2019

A RESOLUTION TO AUTHORIZE THE CONVEYANCE OF REAL PROPERTY KNOWN AS 31 LUTHERAN STREET (SECTION 29, BLOCK 3, LOT 17) AT PRIVATE SALE TO SARAH MICHAEL FOR THE AMOUNT OF $10,000.00

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 31 Lutheran Street, being more accurately described as Section 29, Block 3, 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 property 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 October 11, 2019, being approximately ninety (90) days from the date of this resolution; and

Property address	Section, Block, Lot	Purchaser	Purchase Price
31 Lutheran Street	29 – 3 – 17	Sarah Michael	$10,000.00

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

Terms and Conditions Sale
31 Lutheran Street, City of Newburgh (SBL: 29-3-17)

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 **2019-2020**, 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 **2019-2020**, 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 Purchaser** 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.**
11. Provided that the sale is not subject to an owner-occupancy restriction as set forth in paragraph 20, the purchaser, as grantee, may take title as a natural person or as an entity wherein purchaser is an officer or managing member of said entity. If purchaser takes title as an entity, purchaser must provide an affidavit listing all of the members or shareholders of said entity, their addresses, their phone numbers, and their percentage ownership stake in the entity. Purchaser must have at least a fifty-one (51%) ownership stake in said entity in order for said entity to take title.
12. The City Manager may, in his sole discretion and for good cause shown, grant one extension of time to close title of up to, but not to exceed, sixty (60) additional days from the Closing Deadline. No request shall be entertained unless in writing, stating the reasons therefor, and unless accompanied by a fee of $250.00 per parcel for which a request is submitted. The fee shall be in addition to all other fees and deposits and shall not be credited against the purchase price and shall not be returnable. Any additional request made thereafter shall be made in writing and placed before the City Council for its consideration.
13. In the event that a sale is cancelled by court order, judgment, the Comptroller or the Newburgh City Council, the purchaser shall be entitled only to a refund of the purchase money paid. Purchaser agrees that he shall <u>not</u> be entitled to special or consequential damages, attorney's fees, reimbursement for any expenses incurred as a result of ownership, improvements of property, or for taxes paid during period of ownership, and this agreement by the purchaser is a material condition of the sale.
14. Sale shall be final, absolute and without recourse once title is conveyed on the actual day of closing. In no event, shall City of Newburgh be or become liable for any defects in title for any cause whatsoever, and no claim, demand or suit of any nature shall exist in favor of the purchaser, his heirs, successors or assigns, against City of Newburgh arising from this sale.
15. Conveyance shall be by quitclaim deed only, containing a description of the property as it appeared on the tax roll for the year upon which the City acquired title or as corrected up to date of deed. The deed will be recorded by the City upon payment in full of the purchase price, tax reimbursements, buyer's premium (if applicable), and closing fees/costs. Possession of property is forbidden until the deed is recorded conveying title to the purchaser. **Title vests upon conveyance of deed.**
16. Upon closing, the City shall deliver a quitclaim deed conveying all of its right, title and interest in the subject property, which deed shall be drawn by the City Corporation Counsel. The City shall not convey its interest in any street, water, sewer or drainage easement, or any other interest the City may have in the property. The City shall only convey that interest obtained by the City pursuant to the judgment rendered in an *in rem* tax foreclosure action filed in the Orange County Clerk's Office.
17. The description of the property shall be from the City of Newburgh Tax Map reference or a survey description certified to the City of Newburgh. Any survey description shall be provided to the City Corporation Counsel by the purchaser at least thirty (30) days in advance of closing title and approved by the City's Engineer.

18. By acknowledging and executing these Terms & Conditions, the purchaser certifies that he/she is not representing the former owner(s) of the property against whom City of Newburgh foreclosed and has no intent to defraud City of Newburgh of the unpaid taxes, assessment, penalties and charges which have been levied against the property. The purchaser agrees that neither he/she nor his/her assigns shall convey the property to the former owner(s) against whom City of Newburgh foreclosed within 24 months subsequent to the Closing Deadline date. If such conveyance occurs, purchaser understands that he/she may be found to have committed fraud, and/or intent to defraud, and will be liable for any deficiency between the purchase price at auction and such sums as may be owed to City of Newburgh as related to the foreclosure on the property and consents to immediate judgment by City of Newburgh for said amounts.
19. 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.
20. 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.

ACKNOWLEDGED AND AGREED

Date: _____

_____

Sarah Michael

Proposal Form

Contact Information:

Name: Sarah Michael
Business Name (If Applicable): the Pyramid Group
Address: 4507 40th Street
City, State & Zip: Long Island City, NY 11104
Home phone: 9173149811
Business Phone: 7187521600
Mobile Phone: 9173199811
E-mail: sarahjmichael@icloud.com
Federal I.D. No. (If Applicable): _____

Property Ownership Information:

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

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

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

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

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

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

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

Individual Property Bid Sheet

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

Property Address: 31 LUTHERAN

S-B-L#: 29-3-17

Type of Project:

____ Single Family (includes a condominium unit)

X Multi-Family (# of Units 3)

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

For the property types listed above, will it be occupied by the purchaser: Yes___ No___

____ Commercial ____ Industrial

____ Vacant Land (Proposed Use: _____)

Offer Purchase Price: $ 10,000
(An offer of **at least** the minimum purchase price is recommended. The "Offer Purchase Price" cannot be left blank.)

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

Renovation Estimate (Pre-Qualifying) - How much do you anticipate investing in this project for renovations? Please consider in your estimate that most vacant properties need *significant* repairs before they can be occupied again. This estimate can be revised once you have obtained entry to the property. *A more detailed repair cost estimate will be required after interior access.* Do not include renovation cost estimate in the "Offer Purchase Price" listed above: $ 300 - 400K

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

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

General Contractor: The Pyramid Group
Architect: AMIR MUGHAL - The Corecha Group
Engineer: _____

Examples of Purchaser's Previous Renovation or Development Experience:
(Alternatively, applicants can attach a list of renovated properties or development experience that contains the information listed below.)

	Property/Project No. 1	Property/Project No. 2
Property Address: Please list all addresses (not merely project name). Include street number, street, city and zip code.	43-03 Broadway Astoria, NY 11103	32-43 86th Street East Elmhurst, NY 11369
Role (i.e. owner, partner, general contractor, architect, investor.)	Partner/Investor	Partner/Investor
Type of Project: (i.e. new construction, existing building requiring substantial rehabilitation or moderate rehabilitation.)	GUT RENO - Roof - HVAC - WINDOWS - INSULATION - KITCHEN - BATH - WHITEBOX STORE	Existing Building MAJOR REHAB - KITCHEN - BATH - FLOORS - WINDOWS - VIOLATIONS
Property Type: (i.e. single-family, multi-family rental or commercial.)	MIXED-USE	MULTI-FAMILY
Number of Buildings in Project	ONE	ONE
Total Number of Residential Units in Project/Building	TWO RESI. ONE COMM.	THREE
If commercial, total square footage of project		
Total Estimated Development/Rehabilitation Costs	$290,000	$150,000
Current Status of Building (Pre-development, under construction/renovation or completed - include date completed.)	COMPLETED 2015	COMPLETED 2017
Government Program, if any (Provide name of program and agency, name and current phone of reference.)	N/A	N/A

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

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

What You Should Attach:

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

Business Relationship:

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

INFORMATION RELEASE:

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

Signature _____ Date 5/15/19

Sarah Michael
Print Name

Submit Application to:

Department of Planning & Development
City Hall, 83 Broadway
Newburgh NY 12550

May 15, 2019

Hello City of Newburgh!

Please accept this application for 31 Lutheran Street.

Who We Are: The Pyramid Group. We are a family owned Real Estate Firm from Queens New York. Our Firm includes a property management office and a construction firm located at 45-07 40th Street, LIC, NY 11104.

What We Do: Since 2015 I, Sarah Michael, have personally invested and overseen the rehab of projects 43-03 Broadway, Astoria NY 11103 and 32-43 86th St., East Elmhurst NY 11369.

What We Propose: We are planning to build a 6 family home using the existing shell structure, with an extension of the buildings rear, complying to city zoning, to add an additional 1,000 SF to the buildings base. Five of the units will be rentals and one unit will be owner occupied. We will be using energy efficient and recycled materials throughout the building. We've added an asbestos and lead abatement to the estimate but hopefully we can do without it.

Attached is an estimate of $300-400K which includes and is not limited to:

Phase One: Complete shell renovation- excavations and foundations, load bearing walls and columns, floors, roofing and waterproofing, exterior cladding, and windows.

Architect: Amir Mughal – The Cosecha Group
Roofing & Debris Removal : Josh Mousseau – Domus Port LLC

Phase Two: Interiors- partitions, floor, wall and ceilings, insulation etc.

Mechanical and Electrical- utilities, plumbing, heating, ventilation, split units, electrical lighting, power, communications and fire protection systems etc.

Phase Three: Fixtures- kitchen cabinets, appliances, countertops, baths

The lot on the left of the building will be landscaped into a garden with the hopeful possibility of a greenhouse. Our scheduled completion is Spring 2021.

I've included a financial statement, which will fund the property, as well as my Board of Directors Agreement with 6D Global Technologies as an additional source income. We will also be utilizing the Historic Tax credits from the State.

All renovations will occur in accordance with the guidelines set forth by the City of Newburgh, including all permits and insurance.

I hope you won't hesitate to reach out to me if you have any concerns about these plans. You can reach me by phone at 917.319.9811. I look forward to calling you my neighbors when the work is completed!

Best regards,

Sarah Michael
sarahjmichael@icloud.com

31 Lutheran Renovation

ROUGH REHAB	Duration		Total Cost ($)	
Exterior	**Start**	**Finish**	**Estimated**	**Actual**
Foundation	19-Aug	19-Oct	3,300	0
Clean Up	19-Aug	19-Sep	15,000	0
Asbestos + Lead Abatement	19-Jul	19-Aug	10,000	
Roof	19-Aug	19-Oct	30,000	
Extension 1000SF	19-Aug	19-Oct	25,000	
Gutters + Downspouts	19-Sep	19-Oct	2,300	
Interior	Start	Finish	Estimated	Actual
Windows and Exterior Doors	19-Nov	19-Nov	25,000	
Flooring + Stairs	20-Mar	20-May	29,000	
Electrical	20-May	20-Jun	20,000	
Plumbing - PEX Pipes	20-May	20-Jun	17,000	
Heating,Ventilation and Air Conditioning	20-Jun	20-Jul	10,000	
Insulation	20-Jul	20-Jul	5,000	
Ceiling and Walls	20-Aug	20-Aug	5,000	
Prep, Prime Paint	20-Sep	20-Sep	3,500	
Finishings	Start	Finish	Estimated	Actual
6 Bathrooms	20-Oct	20-Nov	30,000	0
6 Kitchens	20-Oct	20-Nov	50,000	0
Interior Doors, Woodwork, Trim	20-Nov	20-Nov	5,000	
Fixtures	20-Nov	20-Nov	6,000	
Recessed lights, standard	20-Nov	20-Nov	7,000	
Appliances	20-Dec	20-Dec	4,000	#REF!
Code Compliance	Start	Finish	Estimated	Actual
Porches and Stairs	TBD			
Concrete Slabs and Service Walks	TBD			

Historical Windows	TBD			
Exterior Wall Siding		TBD		Actual
Landscaping	Estimated	Actual	Estimated	Actual
Paving	21-Mar	21-Mar	1,900	
Patio	21-Mar	21-Mar	2,700	
Gardens and plantings	21-Apr	21-Apr	1,300	
Soil Grade	21-Apr	21-Apr	900	
Other	Estimated	Actual	Estimated	Actual
Unkown				
Subtotal			308900	
Unexpected Costs			Estimated	Actual
Add 30%			92670	0
Total			$401,570.00	$0.00

CHASE

JPMorgan Chase Bank, N.A.
P O Box 182051
Columbus, OH 43218- 2051

February 28, 2019through March 26, 2019
Account Number: [redacted]

CUSTOMER SERVICE INFORMATION

Web site:	**Chase.com**
Service Center:	**1-800-935-9935**
Deaf and Hard of Hearing:	1-800-242-7383
Para Espanol:	1-877-312-4273
International Calls:	1-713-262-1679

00513432 DRE 802 219 08619 NNNNNNNNNNN 1 000000000 18 0000
SARAH MEKHAIL
3243 86TH ST
EAST ELMHURST NY 11369-2144

CHECKING SUMMARY

Chase Total Checking

	AMOUNT
Beginning Balance	**$77,922.38**
Deposits and Additions	14,042.27
Checks Paid	-1,834.00
ATM & Debit Card Withdrawals	-5,227.72
Electronic Withdrawals	-1,195.20
Other Withdrawals	-6,000.00
Ending Balance	**$77,707.73**

DEPOSITS AND ADDITIONS

DATE	DESCRIPTION	AMOUNT
03/01	Deposit 1027471708	$1,100.00
03/01	Paypal Transfer PPD ID: Paypalsd11	55.05
03/01	Payment Received 03/01 Sqc*ID 3Z56K2Dt San Francisco CA Card 0657	38.51
03/04	Reversal: Audible US 888-283-5051 NJ 02/26 Claimid: 864450093500001 02/27/2019	14.95
03/04	Reversal: Amazon Prime Amzn.Com/Bill WA 02/28 Claimid: 864450093500001 03/01/2019	14.14
03/04	ATM Cash Deposit 03/03 7701 31St Ave East Elmhurst NY Card 0657	40.00
03/04	Card Purchase Return 03/01 Amazon Prime Amzn.Com/Bill WA Card 0657	14.14
03/05	Payment Received 03/05 Sqc*ID San Francisco CA Card 0657	125.00
03/05	Quickpay With Zelle Payment From Emil Michael Ctiwtbyfbtgu	87.00
03/06	Paypal Transfer PPD ID: Paypalsd11	43.21
03/06	Paypal Transfer PPD ID: Paypalsd11	42.94
03/07	Payment Received 03/07 Sqc*ID San Francisco CA Card 0657	3,900.00
03/07	Payment Received 03/07 Sqc*ID San Francisco CA Card 0657	2,496.00
03/11	Card Purchase Return 03/09 Paypal *Sdhatco 402-935-7733 CA Card 0657	6.73
03/11	Deposit 1028077075	1,200.00
03/11	Venmo Cashout PPD ID: 5264681992	320.00
03/11	Paypal Transfer PPD ID: Paypalsd11	63.45
03/12	Square Inc Deposit T200103270633 CCD ID: 5800429876	77.70
03/13	Deposit 1027927310	1,000.00
03/13	Venmo Cashout PPD ID: 5264681992	2,400.00
03/13	Venmo Cashout PPD ID: 5264681992	5.00

TD Bank

America's Most Convenient Bank®

4303 BROADWAY LLC
3243 86TH ST APT 2F
EAST ELMHURST NY 11369-2144

717 / TD Bus Convenience Plus Ckg [redacted]

Statement Beginning Balance			$105,103.91
Plus	0	Deposits and Other Credits	$0.00
Less	28	Checks and Other Debits	$11,359.12
Statement Balance As Of: 04/30/2019			$93,744.79

Transactions By Date

Date	Description	Debit	Credit	Balance
03/01/2019	CON ED OF NY INTELL CK	$35.50		$105,068.41
03/06/2019	NYC WATER BD/DEP WATER&SWR	$1,332.57		$103,735.84
03/06/2019	NYC WATER BD/DEP WATER&SWR	$1,294.54		$102,441.30
03/07/2019	COMENITY PAY BH PHONE PYMT	$250.00		$102,191.30
03/15/2019 1444445	CHECK	$1,617.18		$100,574.12
03/18/2019	DDA WITHDRAW EGBN106 CITY STARS M	$57.70		$100,516.42
03/18/2019	NONTD ATM FEE	$3.00		$100,513.42
03/27/2019	CON ED OF NY INTELL CK	$128.79		$100,384.63
03/29/2019	DDA WITHDRAW 20100001 NBE ATM178	$173.87		$100,210.76
03/29/2019	NONTD ATM FEE	$3.00		$100,207.76
03/29/2019	PAPER STATEMENT FEE	$2.00		$100,205.76
04/01/2019	DDA WITHDRAW 12120189 CIB MANCHIA S	$115.91		$100,089.85
04/01/2019	CON ED OF NY INTELL CK	$39.37		$100,050.48
04/01/2019	NONTD ATM FEE	$3.00		$100,047.48
04/04/2019	DDA WITHDRAW 01590572 BM NEW NASR	$115.87		$99,931.61
04/04/2019	NONTD ATM FEE	$3.00		$99,928.61
04/09/2019	DDA WITHDRAW 01591161 BM NASR CITY	$115.87		$99,812.74
04/09/2019	NONTD ATM FEE	$3.00		$99,809.74

TD Bank
America's Most Convenient Bank®
4101 Queens Boulevard
Sunnyside, NY 11104
T 718 361 0143
F 718 361 0203

tdbank.com

Sarah J Mekhail

May 23, 2019

To whom it may concern:

As per our customers request, we are providing the following information.

Sarah J Mekhail has a business account with TD Bank which she is the principal on.

The account numbe[redacted] was opened on 7/20/15.

The account is in good standing with TD Bank.

Please feel free to contact us for further information.

Sincerely,

Christian Etienne

Christian Etienne I Financial Service Representative I NMLS ID# 1736424
41-01 Queens Boulevard Sunnyside, NY 11104
TD Bank, America's Most Convenient Bank
W. 718.361.0143 F. 718.361.0203

TD Bank

NEW BUSINESS ACCOUNT

REGION: NYC Metro/Long Island (12 RC #: 5494 ACCOUNT NUMBER: [redacted] IM 94004

TYPE OF ACCOUNT: TD Business Premier Checking TYPE CODE: 719

OPENED BY: Ismael Martinez DATE OPENED: 07/20/2015

BUSINESS NAME / MAILING ADDRESS:	TIN:	LEGAL ADDRESS: (No PO Boxes)
4303 BROADWAY LLC	473862382	3243 86TH STREET
3243 86TH STREET APT 2F		EAST ELMHURST NY 11369
EAST ELMHURST, NY USA 11369		

Verification: _____ If Existing Customer, Enter the RM Number [redacted]

Account Relationship: Corporation or LLC-w/Signers

Additional Account Verification: ☒ Business/Entity Documentation: Formation Docs & Resolution

IMPORTANT INFORMATION

Federal law requires all financial institutions to obtain, verify and record information that identifies each person who opens an account.

You, the undersigned, as authorized representative(s) of the business named above (the "Accountholder"), acknowledge receipt of the Business Deposit Account Agreement, Business Schedule of Charges and Business Fee Schedule which govern the Accountholder's accounts with TD Bank, N.A. (the "Bank"). Your signature below and the Accountholder's use of the account shall evidence the Accountholder's acceptance of and agreement to be bound by the terms and conditions as set forth in the Business Deposit Account Agreement, Business Schedule of Charges and Business Fee Schedule, and any Addenda thereto, as the same may be amended from time to time.

If you, the undersigned are personally liable for the Accountholder's obligations with respect to the account (such as the Accountholder's principal(s), owners(s) or guarantor(s)), you hereby authorize the Bank to, from time to time, request consumer reports containing references about you from third parties, such as a consumer reporting agency, in connection with opening and maintaining the account. If the Bank declines or is otherwise unable to open a deposit account as a result of any information contained in such consumer report(s), the Bank will provide such notice containing data regarding the consumer reporting agency as required by applicable law.

This section does not apply to U.S. non-resident aliens. Under penalty of perjury, you, the undersigned, certify that:

1. The number shown on this form is the Accountholder's correct taxpayer identification number (or the Accountholder is waiting for a number to be issued to the Accountholder); **and**
2. The Accountholder is not subject to backup withholding because: **(a)** the Accountholder is exempt from backup withholding, or **(b)** the Accountholder has not been notified by the Internal Revenue Service (IRS) that the Accountholder is subject to backup withholding as a result of a failure to report all interest or dividends, or **(c)** the IRS has notified the Accountholder that the Accountholder is no longer subject to backup withholding; **and**
3. The Accountholder is a U.S. person (including a U.S. resident alien).

Certification Instructions. You must cross out item 2 above if the Accountholder has been notified by the IRS that the Accountholder is currently subject to backup withholding because the Accountholder has failed to report all interest and dividends on the Accountholder's tax return or for any other reason. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellations of debt, contributions to an individual retirement arrangement (IRA) and, generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide the Accountholder's correct TIN.

The Internal Revenue Service does not require your or the Accountholder's consent to any provision of this document other than the certifications required to avoid backup withholding.

Relationship Consent

☐ By checking this box and signing below, you, _____, authorize the Bank to use the balance from _____(last 4 digits of account number), your personal checking account, to meet the balance requirement on the Accountholder's Business Convenience Checking Plus or Business Premier Checking account. See Business Deposit Account Agreement for details.

Authorized Representative(s)/Signer(s):

Signature	Signature
EMIL MICHAEL	SARAH J MEKHAIL
Printed Name	Printed Name
[redacted] Date of Birth	[redacted] Date of Birth
[redacted] TIN	[redacted] TIN
Verification: Verification Completed	Verification: Verification Completed
If Existing Personal Customer, Enter the RM Number: [redacted]	If Existing Personal Customer, Enter the RM Number: [redacted]
Date Signed: 7-18-2015	Date Signed: 7/18/15
Signature	Signature
Printed Name	Printed Name
Date of Birth	Date of Birth
TIN	TIN
Verification:	Verification:
If Existing Personal Customer, Enter the RM Number:	If Existing Personal Customer, Enter the RM Number:
Date Signed:	Date Signed:

Instructions for Store Team Members: Scan and email to Account, AMCB CIF New Business Accounts

OMB Approval No. 2502-0265

Good Faith Estimate (GFE)

Reference number: **11641023**

Loan originator NMLS ID 64961

Name of Originator **Coldwell Banker Home Loans**	Borrower **Sarah Mekhail**
Originator Address **1 Mortgage Way Mount Laurel, NJ 08054**	Property Address **4303 Broadway Astoria, NY 11103**
Originator Phone Number **9145646904**	
Originator Email **Jennifer.Maldonado@mortgagefamily.com**	Date of GFE **May 30, 2019**

Purpose

This GFE gives you an estimate of your settlement charges and loan terms if you are approved for this loan. For more information, see HUD's *Special Information Booklet* on settlement charges, your *Truth-in-Lending Disclosures,* and other consumer information at www.hud.gov/respa. If you decide you would like to proceed with this loan, contact us.

Shopping for your loan

Only you can shop for the best loan for you. Compare this GFE with other loan offers, so you can find the best loan. Use the shopping chart on page 3 to compare all the offers you receive.

Important dates

1. The interest rate for this GFE is available through **June 14, 2019 1:56 PM ET.** After this time, the interest rate, some of your loan Origination Charges, and the monthly payment shown below can change until you lock your interest rate.
2. This estimate for all other settlement charges is available through **July 10, 2019**.
3. After you lock your interest rate, you must go to settlement within **TBD** days (your rate lock period) to receive the locked interest rate.
4. You must lock the interest rate at least **5** days before settlement.

Summary of your loan

Your initial loan amount is	**$500,000.00**
Your loan term is	**30 years**
Your initial interest rate is	**5.550%**
Your initial monthly amount owed for principal, interest, and any mortgage insurance is	**$2,121.26 per month**
Can your interest rate rise?	T No £ Yes, it can rise to a maximum of . The first change will be in
Even if you make payments on time, can your loan balance rise?	T No £ Yes, it can rise to a maximum of $
Even if you make payments on time, can your monthly amount owed for principal, interest, and any mortgage insurance rise?	T No £ Yes, the first increase can be in and the monthly amount owed can rise to $. The maximum it can ever rise to is $.
Does your loan have a prepayment penalty?	T No £ Yes, your maximum prepayment penalty is $.
Does your loan have a balloon payment?	T No £ Yes, you have a balloon payment of $ due in years.

Escrow account information

Some lenders require an escrow account to hold funds for paying property taxes or other property-related charges in addition to your monthly amount owed of **$2,121.26.**

Do we require you to have an escrow account for your loan?
£ No, you do not have an escrow account. You must pay these charges directly when due.
T Yes, you have an escrow account. It may or may not cover all of these charges. Ask us.

Summary of your settlement charges

A	Your Adjusted Origination Charges *(See page 2.)*	**$943.00**
B	Your Charges for All Other Settlement Services *(See page 2.)*	$24,491.26
A + B	Total Estimated Settlement Charges	**$35,034.26**

Loan origination organization **Coldwell Banker Home Loans**
NMLS ID **4256**

Purchase Proposal Summary

Location:	**31 Lutheran Street (west side, between Van Ness and First Streets)**
Tax Map Number:	29-3-17
Property Class:	351—Residential Shell Building
Zoning:	RM—Residential Medium Density; EEHD-East End Historic Dis trict
Description:	Year Built—1890+/-; 3-story, detached, brick building, listed as once having 3180sf; lot size—53.7 x 113 x irregular
Condition:	Poor
Assessed Value:	$ 17,900 (2019 Tentative Assessment)
Annual Taxes:	$ 889 +/-
Selling Price:	$ 8,950

The City acquired this property: February 2012 (the City has owned and sold this property several times since 1999.)

Offer Information:

Name:	Sarah Michael (The Pyramid Group)
Offer Price:	**$ 10,000**
Construction Estimate:	**$300,000—400,000 +/-**
Proof of Financing :	TD Bank and Chase accounts; equity loan for property at 4303 Broadway, Astoria, NY 11103

Comments: This property is in poor condition: the roof has collapsed into the building; interior floors has fallen down into the building. It has been neglected for many years.

The purchaser hopes to convert it to a 6-family dwelling, but is willing to go forward with the restoration even if she can just build 3 units. Ms. Michael is part of a family-run real estate development company in New York City. She has personally invested and overseen the rehabilitation of a mixed-use building in Astoria and a multi-family in East Elmhurst.

Ms. Michael has submitted an extensive repair estimate and ambitious timeline for this challenging renovation. She hopes to occupy—at least on a part-time basis—one of the units in the completed building. She wants to make Newburgh her new home and continue renovating buildings in our community.

Left– Rear of the building; Other photos—interior views

RESOLUTION NO.: 169 - 2019

OF

JULY 8, 2019

A RESOLUTION TO AUTHORIZE THE CONVEYANCE OF REAL PROPERTY KNOWN AS 9 CARSON AVENUE (SECTION 46, BLOCK 5, LOT 21) AT PRIVATE SALE TO EULOGIO SANTIAGO AND FELDERI SANTIAGO FOR THE AMOUNT OF $2,500.00

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

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

WHEREAS, the City of Newburgh desires to sell 9 Carson Avenue, being more accurately described as Section 46, Block 5, Lot 21, 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 property 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 October 11, 2019, being approximately ninety (90) days from the date of this resolution; and

Property address	Section, Block, Lot	Purchaser	Purchase Price
9 Carson Avenue	46 – 5 – 21	Eulogio Santiago Felderi Santiago	$2,500.00

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

Terms and Conditions Sale
9 Carson Avenue, City of Newburgh (SBL: 46-5-21)

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 **2019-2020**, 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 **2019-2020**, 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 Purchaser** 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.**
11. Provided that the sale is not subject to an owner-occupancy restriction as set forth in paragraph 20, the purchaser, as grantee, may take title as a natural person or as an entity wherein purchaser is an officer or managing member of said entity. If purchaser takes title as an entity, purchaser must provide an affidavit listing all of the members or shareholders of said entity, their addresses, their phone numbers, and their percentage ownership stake in the entity. Purchaser must have at least a fifty-one (51%) ownership stake in said entity in order for said entity to take title.
12. The City Manager may, in his sole discretion and for good cause shown, grant one extension of time to close title of up to, but not to exceed, sixty (60) additional days from the Closing Deadline. No request shall be entertained unless in writing, stating the reasons therefor, and unless accompanied by a fee of $250.00 per parcel for which a request is submitted. The fee shall be in addition to all other fees and deposits and shall not be credited against the purchase price and shall not be returnable. Any additional request made thereafter shall be made in writing and placed before the City Council for its consideration.
13. In the event that a sale is cancelled by court order, judgment, the Comptroller or the Newburgh City Council, the purchaser shall be entitled only to a refund of the purchase money paid. Purchaser agrees that he shall <u>not</u> be entitled to special or consequential damages, attorney's fees, reimbursement for any expenses incurred as a result of ownership, improvements of property, or for taxes paid during period of ownership, and this agreement by the purchaser is a material condition of the sale.
14. Sale shall be final, absolute and without recourse once title is conveyed on the actual day of closing. In no event, shall City of Newburgh be or become liable for any defects in title for any cause whatsoever, and no claim, demand or suit of any nature shall exist in favor of the purchaser, his heirs, successors or assigns, against City of Newburgh arising from this sale.
15. Conveyance shall be by quitclaim deed only, containing a description of the property as it appeared on the tax roll for the year upon which the City acquired title or as corrected up to date of deed. The deed will be recorded by the City upon payment in full of the purchase price, tax reimbursements, buyer's premium (if applicable), and closing fees/costs. Possession of property is forbidden until the deed is recorded conveying title to the purchaser. **Title vests upon conveyance of deed.**
16. Upon closing, the City shall deliver a quitclaim deed conveying all of its right, title and interest in the subject property, which deed shall be drawn by the City Corporation Counsel. The City shall not convey its interest in any street, water, sewer or drainage easement, or any other interest the City may have in the property. The City shall only convey that interest obtained by the City pursuant to the judgment rendered in an *in rem* tax foreclosure action filed in the Orange County Clerk's Office.
17. The description of the property shall be from the City of Newburgh Tax Map reference or a survey description certified to the City of Newburgh. Any survey description shall be provided to the City Corporation Counsel by the purchaser at least thirty (30) days in advance of closing title and approved by the City's Engineer.

18. By acknowledging and executing these Terms & Conditions, the purchaser certifies that he/she is not representing the former owner(s) of the property against whom City of Newburgh foreclosed and has no intent to defraud City of Newburgh of the unpaid taxes, assessment, penalties and charges which have been levied against the property. The purchaser agrees that neither he/she nor his/her assigns shall convey the property to the former owner(s) against whom City of Newburgh foreclosed within 24 months subsequent to the Closing Deadline date. If such conveyance occurs, purchaser understands that he/she may be found to have committed fraud, and/or intent to defraud, and will be liable for any deficiency between the purchase price at auction and such sums as may be owed to City of Newburgh as related to the foreclosure on the property and consents to immediate judgment by City of Newburgh for said amounts.
19. 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.
20. 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.

ACKNOWLEDGED AND AGREED

Date: _____

_____

Eulogio Santiago

_____

Felderi Santiago

The City of Newburgh

PRIVATE OWNER DEVELOPMENT APPLICATION

Submit Applications to:
Department of
Planning & Development
City Hall - 83 Broadway
Newburgh NY 12550
(845) 569-9400
www.cityofnewburgh-ny.gov

August 9, 2016

Property Disposition Process

Guiding Principles

This policy shall be used to promote and regulate the sale and reuse of City properties. The following are the guiding principles for the sale of City owned property:

- **Encourage development and reuse of properties**
- **Eliminate blight and revitalize neighborhoods**
- **Strengthen the City's tax base**
- **Encourage job creation**
- **Convey land in a unified, predictable, timely and transparent process.**

Property sales are conducted consistently and regularly and are based on various factors, including the condition of the property, the assessed value and the ability to recapture the City's property tax loss.

Qualified Purchasers & Bids

All purchasers of City-owned property must fulfill their commitments to the City and to their neighbors which includes paying property taxes and maintaining property in accordance with all municipal codes and ordinances.

A Qualified Purchaser is defined as one who is in good standing on all municipal obligations, and:

1. **Is an individual, developer, or organization with no outstanding tax or property-related liens and**
2. **Does not own any property that is subject to any significant unremediated violation of City codes and ordinances; and**
3. **Has not been an owner in a completed City of Newburgh tax foreclosure proceeding.**

Prospective owners must purchase and rehabilitate the target property within 18 months.

All purchasers must submit disclosures as required by the City. A qualified Bid is one that includes:

1. **Adequate plans for development;**
2. **Demonstrated capacity to complete work proposed;**
3. **Proven financial resources;**
4. **Demonstrated ongoing operating capacity**

Side Yards

Property may be transferred to individuals for nominal consideration in accordance with the following

- **City owned vacant land adjacent to the applicant's residential property with common boundary line on either side or behind the property.**
- **In the event that multiple adjacent property owners desire to acquire the same side lot, the lot may be transferred to the highest bidder for the property, or subdivided upon mutual agreement by both adjoining property owners**
- **Maximum adjacent lot value: $15,000**
- **Maximum adjacent lot size: 5000 sq ft.**

Purchase Process

1. **In order to inspect a property the following must be provided:**
    a. **Properties may only be inspected by qualified buyers. Proof of funding must be on file prior to scheduling an inspection.**
    b. **All interested parties must provide a waiver of liability prior to entering a City owned property.**
    c. **Inspection of City-owned property takes place on Fridays by appointment only.**

2. **All proposals should be submitted using the Private Owner Development Application (PODA). Depending on the development proposed additional materials may be requested. Additional information may be required regarding financing plans, as well as preliminary design and/or specifications.**

3. **The purchaser will not only need to pay the agreed upon purchase price but also <u>the prior year's school taxes and County real estate taxes. The purchaser will also be responsible for paying the current year's City tax, which will be prorated at closing.</u>**

4. **Purchase of property is subject to the approval of the City Council.**

5. **The purchaser of the property is responsible for the title search and recording fees for the transaction.**

6. **If a purchaser opts not to complete the purchase <u>after</u> City Council approval, the purchaser may be barred (at the discretion of the Department of Planning and Development) from being considered for purchasing other City-owned property.**

Release of Liability

I Eulogio Santiago, the undersigned, release, discharge and hold harmless the City of Newburgh, its officers, employees and agents from any and all claims, actions, incidental or consequential or unknown damages, proceedings, obligations or other demands arising now or at any time in the future out of the actions, events and circumstances which are the subject of this application, including any damage which may happen to me or my property which is caused to occur in any manner, whether or not caused by my negligence or by the negligence of another person or by the City of Newburgh, and whether any such risk or hazard is known or unknown, foreseeable or otherwise.

Eulogio Santiago
Print

Signature

05/26/2019
Date

Release of Liability

I ___Felderi Santiago_____, the undersigned, release, discharge and hold harmless the City of Newburgh, its officers, employees and agents from any and all claims, actions, incidental or consequential or unknown damages, proceedings, obligations or other demands arising now or at any time in the future out of the actions, events and circumstances which are the subject of this application, including any damage which may happen to me or my property which is caused to occur in any manner, whether or not caused by my negligence or by the negligence of another person or by the City of Newburgh, and whether any such risk or hazard is known or unknown, foreseeable or otherwise.

Felderi Santiago
_____
Print

_____
Signature

05/26/2019
_____
Date

Proposal Form

Contact Information:

Name: Eulogio Santiago and Felderi Santiago
Business Name (If Applicable): E-Sky Group LLC
Address: 26 Alder Street
City, State & Zip: Yonkers, NY 10701
Home phone: _____
Business Phone: 914-295-2626
Mobile Phone: 914-439-4956
E-mail: info@eskygroup.com
Federal I.D. No. (If Available): _____

Property Ownership Information:

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

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

Please list **all** of the addresses of properties you own in the City of Newburgh. Also indicate if any of these properties are vacant. (You may attach a list of the properties if the space below is inadequate.):
5 Bush Avenue, 28 Hasbrouck Street, 42 Hasbrouck Street, 45 Concord, 49 Concord, 82 Carson, 209 North Miller
Vacant Properties: 34 Carter, 10 Van Ness, 12 Van Ness - Properties are going through the ARB process

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

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

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

Individual Property Bid Sheet

Information on Bid Property:

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

Property Address: 9 Carson

S-B-L#:

Type of Project:

____ Single Family (includes a condominium unit)

_✓_ Multi-Family (# of Units 2)

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

For the property types listed above, will it be occupied by the purchaser: Yes___ No_✓_

____ Commercial ____ Industrial

____ Vacant Land (Proposed Use:_____)

Offer Purchase Price: $ 2500

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

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

Renovation Estimate (Pre-Qualifying) - How much do you anticipate investing in this project for renovations? Please consider in your estimate that most vacant properties need *significant* repairs before they can be occupied again. This estimate can be revised once you have obtained entry to the property. *A more detailed repair cost estimate will be required after interior access.* Do not include renovation cost estimate in the "Offer Purchase Price" listed above: **$** 144,080

Who will be doing the work? ____Self _✓_Other (complete below)

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

General Contractor: E-Sky Construction Group LLC
Architect: Jonathan Cella
Engineer: _____

Individual Property Bid Sheet

Information on Bid Property:

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

Property Address: 31 Lutheran

S-B-L#:_____

Type of Project:

_____ Single Family (includes a condominium unit)

__✓__ Multi-Family (# of Units 3)

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

For the property types listed above, will it be occupied by the purchaser: Yes___ No__✓__

_____ Commercial _____ Industrial

_____ Vacant Land (Proposed Use:_____)

Offer Purchase Price: $ 3500

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

Does or will your proposal conform to existing zoning? Yes__✓__ No_____

Renovation Estimate (Pre-Qualifying) - How much do you anticipate investing in this project for renovations? Please consider in your estimate that most vacant properties need *significant* repairs before they can be occupied again. This estimate can be revised once you have obtained entry to the property. *A more detailed repair cost estimate will be required after interior access.* Do not include renovation cost estimate in the "Offer Purchase Price" listed above: **$** 226,298

Who will be doing the work? _____Self __✓__Other (complete below)

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

General Contractor: E-Sky Construction Group LLC
Architect: Jonathan Cella
Engineer: _____

<u>Examples of Purchaser's Previous Renovation or Development Experience</u>:
(Alternatively, applicants can attach a list of renovated properties or development experience that contains the information listed below.)

	Property/Project No. 1	Property/Project No. 2
Property Address: Please list all addresses (not merely project name). Include street number, street, city and zip code.	45 Concord Street Newburgh, NY	49 Concord Street Newburgh, NY
Role (i.e. owner, partner, general contractor, architect, investor.)	Investor/Contractor	Investor/Contractor
Type of Project: (i.e. new construction, existing building requiring substantial rehabilitation or moderate rehabilitation.)	Existing home requiring substantial rehabilitation	Existing home requiring substantial rehabilitation
Property Type: (i.e. single-family, multi-family rental or commercial.)	Single Family	Single Family
Number of Buildings in Project	1	1
Total Number of Residential Units in Project/Building	1	1
If commercial, total square footage of project	N/A	N/A
Total Estimated Development/Rehabilitation Costs	$110,000	$140,000
Current Status of Building (Pre-development, under construction/renovation or completed - include date completed.)	Renovation Completed. Fully Occupied and Rented Completion Date: 6/2019	Renovation Completed. Fully Occupied and Rented Completion Date: 6/2019
Government Program, if any (Provide name of program and agency, name and current phone of reference.)	None	None

<u>Examples of Purchaser's Previous Renovation or Development Experience</u>:
(Alternatively, applicants can attach a list of renovated properties or development experience that contains the information listed below.)

	Property/Project No. 1	Property/Project No. 2
Property Address: Please list all addresses (not merely project name). Include street number, street, city and zip code.	28 Hasbrouck Street Newburgh, NY 12550	42 Hasbrouck Street Newburgh, NY 12550
Role (i.e. owner, partner, general contractor, architect, investor.)	Owner	Owner
Type of Project: (i.e. new construction, existing building requiring substantial rehabilitation or moderate rehabilitation.)	Existing building requiring substantial rehabilitation	Existing home requiring substantial rehabilitation
Property Type: (i.e. single-family, multi-family rental or commercial.)	Multi-family	Multi-family
Number of Buildings in Project	1	1
Total Number of Residential Units in Project/Building	2	2
If commercial, total square footage of project	N/A	N/A
Total Estimated Development/Rehabilitation Costs	$160,000	$160,000
Current Status of Building (Pre-development, under construction/renovation or completed - include date completed.)	Renovation Completed. Fully Occupied and Rented Completion Date: 9/2018	Renovation Completed. Fully Occupied and Rented Completion Date: 9/2018
Government Program, if any (Provide name of program and agency, name and current phone of reference.)	None	None

<u>Examples of Purchaser's Previous Renovation or Development Experience</u>:
(Alternatively, applicants can attach a list of renovated properties or development experience that contains the information listed below.)

	Property/Project No. 1	Property/Project No. 2
Property Address: Please list all addresses (not merely project name). Include street number, street, city and zip code.	53 Hasbrouck Street Newburgh, NY 12550	26 Linden Street Yonkers, NY 10701
Role (i.e. owner, partner, general contractor, architect, investor.)	Owner	Investor/Contractor
Type of Project: (i.e. new construction, existing building requiring substantial rehabilitation or moderate rehabilitation.)	Existing building requiring substantial rehabilitation	Existing home requiring substantial rehabilitation
Property Type: (i.e. single-family, multi-family rental or commercial.)	2-family	3-unit multi-family
Number of Buildings in Project	1	1
Total Number of Residential Units in Project/Building	2	3
If commercial, total square footage of project	N/A	N/A
Total Estimated Development/Rehabilitation Costs	$180,000	$160,000
Current Status of Building (Pre-development, under construction/renovation or completed - include date completed.)	Renovation Completed. Fully Occupied and Rented Completion Date: 9/2018	Renovation Completed. Fully Occupied and Rented Completion Date: 9/2014
Government Program, if any (Provide name of program and agency, name and current phone of reference.)	None	None

<u>Examples of Purchaser's Previous Renovation or Development Experience</u>:
(Alternatively, applicants can attach a list of renovated properties or development experience that contains the information listed below.)

	Property/Project No. 1	Property/Project No. 2
Property Address: Please list all addresses (not merely project name). Include street number, street, city and zip code.	97 Hawthorne Avenue Yonkers, NY 10701	116 Waverly Street Yonkers, NY 10701
Role (i.e. owner, partner, general contractor, architect, investor.)	Investor/Contractor	Investor/Contractor
Type of Project: (i.e. new construction, existing building requiring substantial rehabilitation or moderate rehabilitation.)	Existing building requiring substantial rehabilitation	Existing home requiring substantial rehabilitation
Property Type: (i.e. single-family, multi-family rental or commercial.)	3-unit multi-family	3-unit multi-family
Number of Buildings in Project	1	1
Total Number of Residential Units in Project/Building	3	3
If commercial, total square footage of project	N/A	N/A
Total Estimated Development/Rehabilitation Costs	$100,000	$160,000
Current Status of Building (Pre-development, under construction/renovation or completed - include date completed.)	Renovation Completed. Fully Occupied and Rented Completion Date: 01/2014	Renovation Completed. Fully Occupied and Rented Completion Date: 8/2013
Government Program, if any (Provide name of program and agency, name and current phone of reference.)	None	None

<u>Examples of Purchaser's Previous Renovation or Development Experience</u>:
(Alternatively, applicants can attach a list of renovated properties or development experience that contains the information listed below.)

	Property/Project No. 1	Property/Project No. 2
Property Address: Please list all addresses (not merely project name). Include street number, street, city and zip code.	174 Oak Street Yonkers, NY 10701	76 Orchard Street Yonkers, NY 10701
Role (i.e. owner, partner, general contractor, architect, investor.)	Investor/Contractor	Investor/Contractor
Type of Project: (i.e. new construction, existing building requiring substantial rehabilitation or moderate rehabilitation.)	Existing building requiring substantial rehabilitation	Existing home requiring substantial rehabilitation
Property Type: (i.e. single-family, multi-family rental or commercial.)	4-unit multi-family	Single Family
Number of Buildings in Project	1	1
Total Number of Residential Units in Project/Building	4	1
If commercial, total square footage of project	N/A	N/A
Total Estimated Development/Rehabilitation Costs	$65,000	$75,000
Current Status of Building (Pre-development, under construction/renovation or completed - include date completed.)	Renovation Completed. Fully Occupied and Rented Completion Date: 02/2015	Renovation Completed. Fully Occupied and Rented Completion Date: 8/2014
Government Program, if any (Provide name of program and agency, name and current phone of reference.)	None	None

<u>Examples of Purchaser's Previous Renovation or Development Experience</u>:
(Alternatively, applicants can attach a list of renovated properties or development experience that contains the information listed below.)

	Property/Project No. 1	Property/Project No. 2
Property Address: Please list all addresses (not merely project name). Include street number, street, city and zip code.	5 Bush Avenue Newburgh, NY 12550	99 Waverly Street Yonkers, NY 10701
Role (i.e. owner, partner, general contractor, architect, investor.)	Investor/Contractor	Investor/Contractor
Type of Project: (i.e. new construction, existing building requiring substantial rehabilitation or moderate rehabilitation.)	Existing building requiring substantial rehabilitation	Existing home requiring substantial rehabilitation
Property Type: (i.e. single-family, multi-family rental or commercial.)	4-unit mixed use	Single Family
Number of Buildings in Project	1	1
Total Number of Residential Units in Project/Building	2	1
If commercial, total square footage of project	1200 sq ft	N/A
Total Estimated Development/Rehabilitation Costs	$50,000	$120,000
Current Status of Building (Pre-development, under construction/renovation or completed - include date completed.)	Renovation Completed. Completion Date: 10/2017	Renovation Completed. Fully Occupied and Rented Completion Date: 5/2010
Government Program, if any (Provide name of program and agency, name and current phone of reference.)	None	None

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

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

What You Should Attach:

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

Business Relationship:

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

INFORMATION RELEASE:

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

Signature _____ Date 05/26/2019

Print Name Felderi Santiago Social Security # 050-80-5038 Date of Birth: 04/24/1981

Submit Application to:

Department of Planning & Development
City Hall – 83 Broadway
Newburgh NY 12550

Who is E-Sky Group?

E-Sky Group (ESG) is a Yonkers NY based real estate company founded by Eulogio Santiago and Felderi Santiago offering Real Estate brokerage, construction and investment services. ESG was founded with the goal of investing, managing, and developing residential/commercial real estate properties to provide quality housing to citizens.

Felderi Santiago is a Senior Director for Kong Inc., a security software company based in Silicon Valley. In his function, Felderi manages 9 resources worldwide and is responsible for all Technical sales. Previously, Felderi worked for Centrify Corporation, a software company out of Sillicon Valley, for 12 years and as employee #40 has helped the company grow to 800 employees and $100M in revenue. Felderi has a Masters of Engineering degree in Computer Engineering from the University of Michigan and a Dual Bachelors of Science in Electrical and Computer & Systems Engineering from Rensselaer Polytechnic Institute.

Eulogio Santiago is a General Contractor and Real Estate Broker who specializes in 203k projects and has managed extensive renovations on over 40 properties. Eulogio has a Masters degree in Linguistics from York University in England. Before his venture into Real Estate, Eulogio founded UTECI, the first university in Cibao valley of the Dominican Republic, was the Executive Director of Extensions Center for Mercy College and has taught ESL at various prestigious institutions. Eulogio also has the entrepreneurial spirit and launched two businesses, Ridge Supermarket and Neat Cleaners. Eulogio has also run for local office in Yonkers, NY twice. Eulogio's experience with people, administration and entrepreneurial experiences provide this business venture with an incredible amount of experience and value.

ESG is very passionate about Real Estate. The philosophy is to provide quality and affordable housing options to the community. ESG's model has been very successful in Yonkers, NY where 6 properties with over 15 apartments have been redeveloped. ESG expanded to Newburgh in 2017 and now has 8 properties with over 10 apartments in service.

FELDERI SANTIAGO
191 PALISADE AVENUE
APT 1
YONKERS, NY 10703-

Your Account Summary

Statement Period: 04/01/2019 to 04/30/2019

Beginning Balance	**$450,275.44**
Fees	-$131.75
Change in Market Value	$21,061.11
Ending Balance	**$471,204.80**
Additional Information	
Vested Balance	$471,204.80

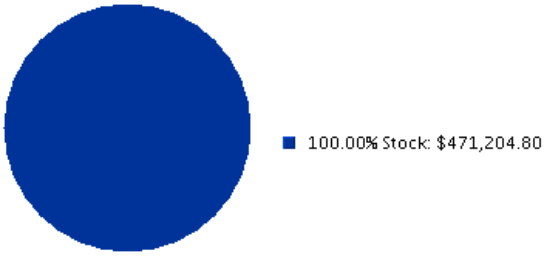
Your Personal Rate of Return

This Period	**4.7%**

Your Personal Rate of Return is calculated with a time-weighted formula, widely used by financial analysts to calculate investment earnings. It reflects the results of your investment selections as well as any activity in the plan account(s) shown. There are other Personal Rate of Return formulas used that may yield different results. Remember that past performance is no guarantee of future results.

Your Asset Allocation

Statement Period: 04/01/2019 to 04/30/2019



Your account is allocated among the asset classes specified above as of 04/30/2019. Percentages and totals may not be exact due to rounding.

Market Value of Your Account

Statement Period: 04/01/2019 to 04/30/2019

Displayed in this section is the value of your account for the statement period, in both shares and dollars.

Investment	Shares as of 03/31/2019	Shares as of 04/30/2019	Price as of 03/31/2019	Price as of 04/30/2019	Market Value as of 03/31/2019	**Market Value as of 04/30/2019**
Stock					**$450,275.44**	**$471,204.80**
Small Cap						
J H Triton N	7,048.840	7,046.806	$30.13	$31.50	$212,381.55	$221,974.39
Large Cap						
FID Contrafund K6	18,702.350	18,696.955	$12.72	$13.33	$237,893.89	$249,230.41
Account Totals					**$450,275.44**	**$471,204.80**

Remember that a dividend payment to fund shareholders reduces the share price of the fund, so a

TOMPKINS Wealth Advisors

Activity Statement

April 1 — April 30, 2019

Values as of April 30, 2019

FELDERI SANTIAGO AND
EILEEN O SANTIAGO JTTEN TOD
191 PALISADE AVENUE
APT 1
YONKERS NY 10703

Your Account Executive: Steve Shepherd
(845)278-1141 | steve.shepherd@LPL.com
1440 Route 22
Brewster, NY 10509

Securely and conveniently view your monthly statements and trade confirmations online by clicking on the LPL AccountView link accessible through your financial advisor or institution website.

Investment Account Model Wealth Portfolios

6468-3916

Investment Objective
Growth with Income

Value on January 1, 2019	*Value on* April 1, 2019	*Value on* April 30, 2019
$27,459.95	$29,860.96	$80,933.38

since the last statement

Account Holdings

As of April 30, 2019

Cash and Cash Equivalents

Description	Interest / Dividend Paid in April	Interest / Dividend Rate[2]	Current Balance
Insured Cash Account [3]			
Discover Bank			$1,704.91
Total Insured Cash Account	$1.52	0.235%	$1,704.91
Total Cash and Cash Equivalents			**$1,704.91**

2 *Bank Deposit Sweep interest is paid on daily balances at a rate reflecting the weighted average rate during the statement month. Money Market Sweep dividend is a 30-day yield.*
3 *Bank Deposit Sweep Accounts are FDIC insured, are not obligations of LPL Financial or SIPC, and are not available for margin purposes. See message section for further information.*

845-569-0770
Fax: 569-1300
eclifford@pathstone.org

PathStone
Connecting You to Opportunities

Newburgh Location:
36 Chambers Street
Newburgh, NY 12550

PathStone Authorization for Preliminary Credit Check

******PLEASE MAKE SURE TO PRINT CLEARLY******

I Felderi Santiago and _____
(Adult 1) (Adult 2)

hereby authorize PathStone Community Improvement to obtain a credit report and provide a copy to the City of Newburgh's Planning & Development Office.

(Adult 1)

Signature | 050-80-5038 Social Security Number | 04/24/1981 Date of Birth

191 Palisade Avenue Apt. 1 Address | Yonkers, NY 10703 City, State, Zip Code

Previous Address (if less than 2 years) | City, State, Zip Code

(Adult 2)

Signature | Social Security Number | Date of Birth

Address | City, State, Zip Code

Previous Address (if less than 2 years) | City, State, Zip Code

Please return this form with your Money Order for $21.40 per single applicant or $42.80 for a married couple with the same last name to:

PathStone Community Improvement
36 Chambers Street
Newburgh, NY 12550

or

PathStone Community Improvement
PO Box 1086
Newburgh, NY 12550

Attn: Eileen J. Clifford
Director of Housing Programs

NeighborWorks®
CHARTERED MEMBER

PathStone builds family and individual self-sufficiency by strengthening farmworker, rural and urban communities. PathStone promotes social justice through programs and advocacy.

E-Sky Group LLC			Date	5/27/19			
26 Alder Street							
Yonkers, NY 10701							
Property: 9 Carson Newburgh, NY							
Division				**Total**			
General Conditions				Estimate		Actual	
Remove and dispose of all damaged drywall, floors and debris				$ 3,500.00			
Architect Fees and Permits				$ 3,500.00			
				Subtotal	$ 7,000.00		
Bathroom (s)							
Replace 3 piece bathroom (vanity, tub and toilet)				$ 2,400.00			
Install ceramic tile throughout				$ 6,000.00			
Install fixtures				$ 700.00			
				Subtotal	$ 9,100.00		
Electrical							
Install new electrical service, run new electrical throughout home				$ 11,500.00			
Install new lighting fixtures				$ 1,500.00			
				Subtotal	$ 13,000.00		
Interior							
Install new drywall,plaster and paint				$ 13,000.00			
Frame interior of home				$ 10,000.00			
Install new floors throughout home				$ 9,600.00			
Install new doors				$ 4,000.00			
Install new windows				$ 10,500.00			
				Subtotal	$ 47,100.00		
Plumbing							
Install new heating system				$ 20,000.00			
Run hot and cold water lines to all terminals				$ 2,500.00			
				Subtotal	$ 22,500.00		
Kitchens							
Install new kitchen cabinets				$ 5,500.00			
Install new appliances				$ 1,250.00			
				Subtotal	$ 6,750.00		
Exterior							
Restore the exterior of the home				$ 3,500.00			
Siding				$ 8,000.00			
Roof & gutters				$ 8,500.00			
Landscape				$ 750.00			
				Subtotal	$ 20,750.00		
			Contingecy	15%	$ 17,880.00		
Comments:							
				TOTAL	$144,080.00		

E-Sky Group LLC			Date	5/27/19			
26 Alder Street							
Yonkers, NY 10701							
Property: 31 Lutheran Newburgh, NY							
Division				**Total**			
General Conditions				Estimate		Actual	
Remove and dispose of all damaged drywall, floors and debris				$ 40,000.00			
Architect Fees and Permits				$ 5,000.00			
				Subtotal	$ 45,000.00		
Bathroom (s)							
Replace 3 piece bathroom (vanity, tub and toilet)				$ 3,600.00			
Install ceramic tile throughout				$ 9,000.00			
Install fixtures				$ 1,050.00			
				Subtotal	$ 13,650.00		
Electrical							
Install new electrical service, run new electrical throughout home				$ 13,500.00			
Install new lighting fixtures				$ 2,500.00			
				Subtotal	$ 16,000.00		
Interior							
Install new drywall,plaster and paint				$ 20,000.00			
Frame interior of home				$ 13,000.00			
Install new floors throughout home				$ 12,000.00			
Install new doors				$ 4,000.00			
Install new windows				$ 12,250.00			
				Subtotal	$ 61,250.00		
Plumbing							
Install new heating system				$ 22,000.00			
Run hot and cold water lines to all terminals				$ 3,500.00			
				Subtotal	$ 25,500.00		
Kitchens							
Install new kitchen cabinets				$ 11,000.00			
Install new appliances				$ 3,750.00			
				Subtotal	$ 14,750.00		
Exterior							
Restore the exterior of the home				$ 7,500.00			
Siding				$ 8,000.00			
Roof & gutters				$ 8,500.00			
Landscape				$ 2,500.00			
				Subtotal	$ 26,500.00		
			Contingecy	15%	$ 23,647.50		
Comments:							
				TOTAL	$226,297.50		

Purchase Proposal Summary

Location:	**9 Carson Avenue (north side of Carson, between Liberty Street WH and Riverview Place)**
Tax Map Number:	46-5-21
Property Class:	210—One-Family Residence
Zoning:	DN—Downtown—EEHD-East End Historic District
Description:	Year Built—1890+/-; 2-story, detached, wood-framed building, 1872sf with 768 finished walkout basement; lot size—25 x 100
Condition:	Poor
Assessed Value:	$ 11,900
Annual Taxes:	$ 590 +/-
The city acquired this property:	**May 2019 (the City originally acquired the property in No vember 2007)**

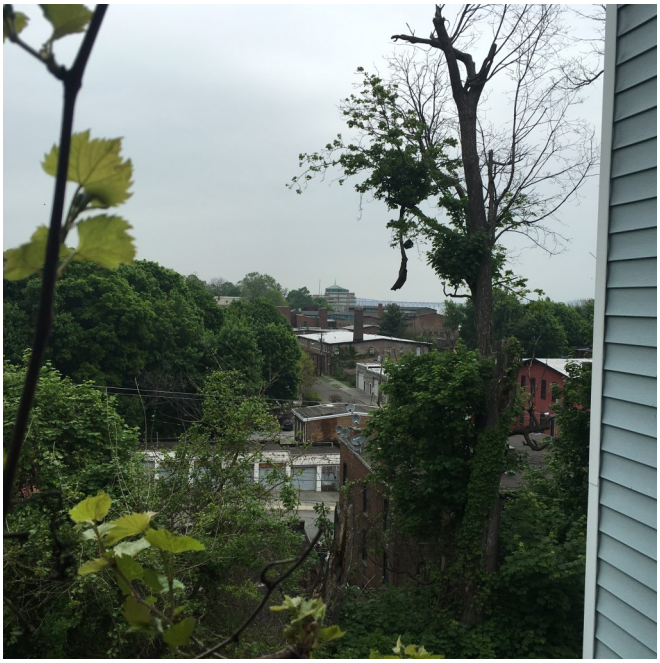
Offer Information:

Name:	Eulogio & Felderi Santiago (E-Sky Group LLC)
Offer Price:	**$ 2,500**
Construction Estimate:	**$144,000 +/-**
Proof of Financing :	Business accounts: Fidelity Account

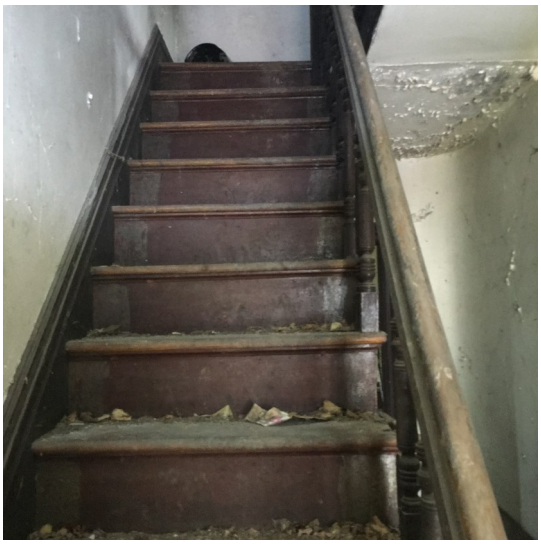
Comments: 9 Carson is an iconic house in Washington Heights; it has been an eye-sore for the neighborhood for countless years. Abandoned and neglected, the house has been left to deteriorate to the dismay of its neighbors.

The City of Newburgh sold this property in July of 2017 for $1,190. The buyers were unable to begin renovation of the property during their initial 18-month period. The City reacquired the property in May of 2019.

The Santiagos feel assured that the they can renovate the building. They plan to convert it into a 2-family residence. They have proven, through several successful renovations in the City of Newburgh, that they are capable of rehabilitating challenging properties, transforming them into quality residences, and doing it in a timely manner. If this property is not renovated soon, it would face certain demolition.



Rear of house (above); View of the Hudson River looking north (right), from the rear of the house.



RESOLUTION NO.: 170 - 2019

OF

JULY 8, 2019

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH ORANGE-ULSTER BOCES FOR THE STORAGE OF ARCHIVED MUNICIPAL RECORDS

WHEREAS, by Resolution No. 271-2017 of September 25, 2017, the City Council of the City of Newburgh authorized the City Manager to enter into an agreement with Orange-Ulster BOCES, at a cost of approximately $3,000.00 for pick-up, delivery, retrieval and storage of the City's archived municipal records; and

WHEREAS, by Resolution No. 45-2019 of February 25, 2019, the City Council authorized a one year renewal agreement for the period June 2018 to June 2019 with Orange-Ulster BOCES at a cost of $306.00 per month for pick-up, delivery, retrieval and storage of the City's archived municipal records; and

WHEREAS, the City of Newburgh wishes to renew the agreement with Orange-Ulster BOCES for another year; and

WHEREAS, the cost for these services is approximately $306.00 per month and shall be derived from A.1460.0448 Records Management—Other Services; and

WHEREAS, this Council has determined that entering into this 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 enter into a one year renewal agreement with Orange-Ulster BOCES for the period June 2019 through June 2020, in substantially the same form as annexed hereto with any other provision that Counsel may require, at a cost of $306.00 per month for pick-up, delivery, retrieval and storage of the City's archived municipal records.

ADMINISTRATION
William J. Hecht
District Superintendent/CEO
Deborah McBride Heppes
Assistant Superintendent for Finance
Theresa A. Reynolds
Assistant Superintendent for Instruction
Sharleen Depew
Clerk of the Board

ORANGE-ULSTER BOCES
Learning for Life

BOARD MEMBERS
Eugenia S. Pavek, President
William M. Boss, Vice-President
Michael Bello
Lawrence E. Berger
Martha Bogart
David Eaton
Edwin A. Estrada

Orange-Ulster BOCES Letter of Agreement
2019-2020

Description of Service: Archival/Inactive Storage
Co-Ser: 643-7012-643.220

Client: City of Newburgh	**Orange-Ulster BOCES** (OUB)
Contact/Title: David Kohl Economic Development Specialist	**Contact/Title:** Sheila Almond Information Processing Manager
Address/Telephone/E-mail: City Hall 83 Broadway Newburgh, NY 12550 dkohl@cityofnewburgh-ny.gov	**Address/Telephone/E-mail:** 4 Harriman Drive Goshen, NY 10924 845-781-4363 x 10746 Sheila.almond@ouboces.org

Orange-Ulster BOCES (OUB) will perform the services described on schedules annexed to this Agreement, either physically or by reference (each a "Schedule"), and Client will pay OUB for such services according to the rates and provisions in the Schedules. All services will be provided subject to this Agreement, which consists of this page, the Basic Terms and Conditions and Schedules.

Client:	**OUB:**
Print Name:	**Print Name:** Deborah Heppes
Signature:	**Signature:** Deborah Heppes
Title:	**Title:** Assistant Superintendent for Business
Signing Date:	**Signing Date:** 6·19·19

BASIC TERMS AND CONDITIONS

(Based on terms and conditions promulgated by Professional Records & Information Services Management)

The following terms and conditions shall apply to this Agreement:

1. **Term**. The term of this Agreement shall commence on the date of Client's signature or, if later, the Effective Date set forth on the first page of this Agreement. The initial term of this Agreement shall continue for one (1) year after commencement. Upon expiration of the initial term, the term will continue with automatic renewals for additional one (1) year terms, unless written notice of non-renewal is delivered by either party to the other not less than thirty (30) days prior to the expiration date. In the event that OUB continues to hold Deposits (which are defined as inactive paper records in labeled cubic foot boxes or transfiles) after the expiration or termination of this Agreement, the terms of this Agreement shall continue to apply until all Deposits have been removed from OUB facility, except that OUB may adjust rates upon thirty (30) days' written notice.

2. **Charges**. Rates and charges shall be as specified in the Pricing Schedule (Schedule A) and/or other Schedules. Rates and charges for storage and services shall remain fixed for the first year of this Agreement, and may thereafter be changed at any time by OUB upon thirty (30) days' written notice.

3. **Storage Volume**. Client acknowledges that the rates and charges on Schedule A have been offered by OUB on the basis of Client's agreement to maintain its storage levels with OUB at no less than eighty percent (80%) of the storage levels maintained by Client during the immediately preceding three (3) month period, excluding any Deposits destroyed by OUB at Client's request.

4. **Client Instructions**. Client warrants that it is the owner or legal custodian of the Deposits and has full authority to store the Deposits and direct their disposition in accordance with their Agreement. OUB will perform services pursuant to the reasonable direction of Client's agent(s) identified pursuant to OUB standards. Authority granted to any persons on standard authorization forms shall constitute Client's representation that the identified persons have full authority to order any service, including disposal or removal of Deposits. Such orders may be given in person, by telephone, or in writing (fax, email, or hard-copy). Client releases OUB from all losses, damages and liability by reason of the destruction of materials pursuant to Client's authorization.

5. **Operational Procedures**. Client shall comply with OUB reasonable operational requirements, as modified from time to time, regarding cartons, carton integrity, delivery/pickup/account closing volumes, preparation for pickup, security, secure shredding protocols, access and similar matters. Extraordinary volume requests (defined as 125% of the average volume over the immediately preceding three month period) may involve additional costs, such as overtime, which Client will pay at OUB overtime rates, provided Client consents to such costs in advance.

6. **Force Majeure**. Neither party shall be liable for delay or inability to perform caused by acts of God, governmental actions, labor unrest, acts of terrorism, riots, unusual traffic delays, or other causes beyond its reasonable control.

7. **Governmental Orders**. OUB is authorized to comply with any subpoena or similar order related to the Deposits, at Client's expense, provided that OUB notifies Client promptly upon receipt thereof, unless such notice is prohibited by law. OUB will cooperate with Client's efforts to quash or limit any subpoena, at Client's expense.

8. **Confidentiality**. "Confidential Information" means any information (i) contained in the Deposits, (ii) concerning or relating to the property, business and affairs of the party disclosing such information that is furnished to the receiving party, and (iii) regarding this Agreement, its Schedules, and OUB processes and procedures; except for information that was previously known to the receiving party free of any obligation to keep it confidential, is subsequently made public by the disclosing party or is disclosed by a third party having a legal right to make such disclosure. Confidential Information shall be used only in the manner contemplated by this Agreement and shall not be intentionally disclosed to third parties without the disclosing party's written consent. OUB shall not implement and maintain reasonable safeguards designed to protect Client's Confidential Information.

9. **Limitation of Liability**.
    a. Liability for Loss or Damage to Deposits. OUB shall not be liable for any loss or destruction of, or damage to, Deposits, including costs resulting from a loss of a Deposit constituting a breach of data security or confidentiality, unless such loss or damage resulted from OUB negligence. If liable, the amount of OUB liability is limited as provided on the first page hereof. Deposits are not insured by OUB against loss or damage, however caused. Client may insure Deposits through third-party insurers for any amount. Client shall cause its insurers of Deposits to waive any right of subrogation against OUB. If Deposits are placed in the custody of a third-party carrier for transportation, the carrier shall be solely responsible for any loss or destruction of, or damage to, such Deposits while in the custody of the carrier.
    b. Liability for Non-Storage Services. With respect to services not related to the storage of Deposits, OUB shall not be liable for any loss or default unless such loss or default is due to the negligence of OUB. If liable, the amount of OUB liability is limited as provided on the first page hereof. OUB shall not be liable for the loss of contents of shredding bins unless and until the contents are in the custody and control of OUB.
    c. No Consequential Damages. In no event shall either party be liable for any consequential, incidental, special or punitive damages, or for the loss of profits or loss of data, regardless of whether an action is brought in tort, contract or under any other theory.

10. **ITAR/EAR Compliance**. Client represents that none of the Deposits stored by OUB pursuant to this Agreement require protection from access by foreign persons because they contain technical information regarding defense articles or defense services within the meaning of the International Traffic in Arms Regulations (22 CFR 120) or technical data within the meaning of the Export Administration Regulations (15 CFR 730-774). If any of Client's Deposits do contain such information, Client shall notify OUB of the specific Deposits that contain such information and acknowledges that special storage and service rates shall apply thereto.

11. **Non-Custodial Status**. Unless OUB shall have explicitly agreed in writing, OUB performance of services shall not cause OUB to be deemed a "custodian" of the records or "designee" of Client under state or federal law with respect to such records.

12. **Notice of Loss**. When Deposits have been lost, damaged, or destroyed, OUB shall, upon confirmation of the event, report the matter in writing to the Client.

13. **Client Default**. If Client fails to pay OUB charges (other than disputed charges) within sixty (60) days after the date of an invoice, OUB may suspend service. If Client fails to pay OUB charges (other than disputed charges) for six (6) months or longer, OUB may securely destroy Deposits, provided OUB shall have provided ninety (90) days' written notice to Client, Client shall pay OUB standard price for such secure destruction. A final notice will be sent to Client ten (10) days prior to secure destruction of the Deposits. OUB shall have other rights and remedies as may be provided by law. In the event OUB takes any actions pursuant to this Section, it shall have no liability to Client or anyone claiming by or through Client.

14. **Termination**. Either party may terminate this Agreement upon written notice to the other party in the event that the other party shall have breached any of its material obligations hereunder and shall not have cured such default within thirty (30) days after written notice of such default, subject to the fees set forth in the applicable Schedule(s).

15. **Safe materials and Premises**. Client shall not store with OUB or place in shredding bins any material that is highly flammable, may attract vermin or insects, or is otherwise dangerous or unsafe to store or handle, or any material that is regulated by federal or state law or regulation relating to the environment or hazardous materials. Client shall not store negotiable instruments, jewelry, check stock or other items that have intrinsic value. Client warrants that it shall only place paper-based materials in the shredding bins. Client shall reimburse OUB for damage to equipment or injury to personnel resulting from Client's breach of this warranty.

16. **Purchase Orders**. OUB will accept the P.O. in advance for yearly service.

17. **Miscellaneous**. Client will box documents in cubic foot cartons and label appropriately prior to being picked up by the OUB Records Management Specialists. The content index will be included with the prepared boxes for transportation. The Client will provide the labor for loading the documents into the transport vehicle.

Schedule A

Orange Ulster BOCES Cost for Standard Services

DESCRIPTION	COST
Climate Controlled Storage	$ 3.00 per cubic foot carton per month
Verify Client Created Content List	$ 0.00 (included in cubic foot storage cost)
OUB Records Management Specialist time for retrieval, refile, emailed documents per request	$42.00 per hour (one hour minimum)
Client Approved Document Destruction (Shredding) with certificate provided to client	$50.00 per bin (8 cubic feet per bin)

Orange-Ulster BOCES Cost for Premium Services

DESCRIPTION	COST
OUB Transit Time for pickup & delivery (from OUB and back to OUB)	$42.50 per hour (one hour minimum)
Mileage - pickup and delivery from OUB back to OUB (Rate is IRS 2015 Standard Mileage Rate for Business)	$ .58 per mile (rate 2019)
Tolls if applicable	(current NY State Toll fee)
OUB Verification of Contents against Client Content List upon arrival at OUB and report back to client	$42.50 per hour each OUB Records Management Specialist
OUB Packing and Indexing Contents	$42.50 per hour each OUB Records Management Specialist

School District/Public Agency: City of Newburgh

SERIES	DESCRIPTION	# OF CUBIC FEET	RETENTION
Various City Records	Historical	102	Permanent
Total @ $3.00 per CF =		102 = $306.00 per month	

RESOLUTION NO.: ___171_____ - 2019

OF

JULY 8, 2019

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ACCEPT A NEW YORK STATE DIVISION OF CRIMINAL JUSTICE SERVICES EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT IN THE AMOUNT OF $17,500.00 WITH NO CITY MATCH REQUIRED

WHEREAS, the City of Newburgh Police Department has been advised that they will receive grant funding for services and expensed of drug, violence, and crime control and prevention programs within the City; and

WHEREAS, said grant funds shall come from the SFY 2017-2018 Edward Byrne Legislative Initiatives Program which are appropriated in the state's annual budget; and

WHEREAS, funds will be used to purchase two (2) Trek Powerfly Police bicycles, four (4) WatchGuard body warn cameras with a 3 year warranty, Twenty (20) body warn camera attachment clips, five (5) Blackhawk X26p Taser holsters, and one (1) street surveillance camera; and

WHEREAS, there is no City match required; and

WHEREAS, this Council has determined that accepting such grant is in the best interests of the City of Newburgh and its residents alike;

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 accept a New York State Division of Criminal Justice Services Edward Byrne Memorial Justice Assistance Grant in the amount of $17,500.00 with no City match required; and to execute all such further contracts and documentation and take such further actions as may be appropriate and necessary to accept such grant and administer the purchases funded thereby.

City of Newburgh

GRANT APPLICATION FORM

Grant Requestor:
Please complete the following form and submit the form along with either a hard copy of the grant announcement or the grant announcement website address to the City of Newburgh Grants Coordinator for processing. You will be notified when your grant request has been approved to be sent for City Council Resolution.

NOTE: All fields are required unless marked "OPTIONAL."

SECTION A. COMPLETED BY GRANT REQUESTOR		
NAME OF PROJECT FOR GRANT: 2017 Edward Byrne Memorial Justice Assistance Grant (JAG) Program	NAME OF DEPARTMENT REQUESTING GRANT: Police Dept.	NAME OF DEPARTMENT HEAD/SPONSOR AUTHORIZING GRANT: Chief Solomon
NAME OF GRANT/NAME OF AWARDING AGENCY: US Dept. of Justice	GRANT SUBMITTAL DATE: 6/4/19	AMOUNT OF AWARD: $17,500
MATCH REQUIRED? IF YES, AMOUNT AND TYPE: (EX. CASH, IN-KIND) No	AMOUNT REQUIRED BY THE CITY OF NEWBURGH: -0-	(OPTIONAL) ANY ADDITIONAL GRANT CONDITIONS:

PROJECT PLAN:

Scope of Project**: to purchase**

Two (2) Trek Powerfly Police bicycles $3,799.99/ea. - **$7,599.98**
Four (4) WatchGuard body warn cameras with 3yr.warranty $1,196.25/ea. - **$4,785.00**
Twenty (20) body warn camera attachment clips $18.75/ea. - **$375.00**
Five (5) Blackhawk X26p Taser holsters $50.00/ea. - **$250.00**
One (1) street surveillance camera $4,490.02/ea. - **$4,490.02**

Total: $17,500.00

Project Timeline: (ex. Dates) 6/1/19-9/30/2020

City of Newburgh

GRANT APPLICATION FORM

SECTION B. FOR REVIEW BY CITY COMPTROLLER
GRANT MATCH REQUIREMENT REVIEWED? YES/NO: **COMMENTS:**
IN-KIND SERVICES REQUIREMENT REVIEWED? YES/NO **COMMENTS:**
STAFFING ISSUES REVIEWED? YES/NO: **COMMENTS:**
ANY ADDITIONAL COMMENTS:
→ APPROVED BY CITY COMPTROLLER? YES/NO **CITY COMPTROLLER SIGNATURE:_____** **DATE:_____** **NOTE: IF GRANT APPROVED, CITY COMPTROLLER WILL FORWARD TO CITY MANAGER FOR REVIEW. IF GRANT NOT APPROVED, CITY COMPTROLLER TO RETURN TO GRANTS COORDINATOR FOR FURTHER REVIEW BY PROJECT SPONSOR.**
SECTION C: FOR REVIEW BY CITY MANAGER
→ APPROVED BY CITY MANAGER? YES/NO **CITY MANAGER SIGNATURE:_____** **DATE:_____**

City of Newburgh

GRANT APPLICATION FORM

SECTION D: FOR REVIEW BY CORPORATION COUNSEL
→ APPROVED BY CORPORATION COUNSEL FOR RESOLUTION? YES/NO **CORPORATION COUNSEL SIGNATURE:_____** **DATE:_____**
DATE RESOLUTION TO BE SENT TO CITY COUNCIL MEETING: **_____**

NEW YORK STATE | Division of Criminal Justice Services

ANDREW M. CUOMO
Governor

MICHAEL C. GREEN
Executive Deputy Commissioner

JEFFREY P. BENDER
Deputy Commissioner

Grant Award Notice

Grantee/Contractor (Subrecipient): Newburgh, City of / Newburgh City Police Department		Date: 5/17/19
DUNS #: 966864456		Award Amount[1]: $17,500.00
Program Name: Edward Byrne Memorial Justice Assistance Grant Program		Required Contract Documents Due Date: **Within 30 days of receipt of this award notice**
Contact Name: Mr. Michael G. Ciaravino		Contract #: T637483
Email: mciaravino@cityofnewburgh-ny.gov		DCJS #: BJ17637483
GMS Project ID #: BJ19-1014-D00		Contract Term:
Federal Award Period of Performance: 10/01/2016 – 09/30/2020		Project Description: Newburgh Police Department - Byrne/JAG

Additional Information – This program will be funded with Federal funds and requires that the following information be provided to the grantee:
Federal Award Identification Information
Award Name: New York State's FY 2017 Edward Byrne Memorial Justice Assistance Grant (JAG) Program Application
Federal Award Number: 2017-DJ-BJ-0061
Name of the Federal Award Agency: U.S. Department of Justice, Bureau of Justice Assistance
Federal Award Date: 6/26/2018
Total Amount of Federal Award: $8,879,161
Federal Fiscal Year of Funds: 2017
Catalog of Federal Domestic Assistance (CFDA) Title: Edward Byrne Memorial Justice Assistance Grant Program
CFDA Number: 16.738
Research and Development: No
Indirect Cost Rate: Federally approved rate or submit rate for DCJS review and approval

Grant Questions

Benedicta Adewunmi, Program Representative
NYS Division of Criminal Justice Services, Office of Program Development and Funding
(518)485 9647 or benedicta.adewunmi@dcjs.ny.gov

Please review the current applicable grant requirements in the attached document and on the DCJS website at: http://www.criminaljustice.ny.gov/ofpa/applcntgrntfrms.html

[1] Contingent upon available funding and execution of contract and approval of the Attorney General and the Office of the State Comptroller.

HERMAN D. FARRELL, JR.
Chairman

STATE OF NEW YORK
THE ASSEMBLY
WAYS & MEANS COMMITTEE
ROOM 409 CAPITOL BUILDING
ALBANY 12248
(518) 455-4026

BLAKE G. WASHINGTON
Secretary

Received
JUN - 5 2017
NYS DCJS - OPDF

May 31, 2017

Jeffrey Bender
Division of Criminal Justice Services
80 South Swan St.
Albany, New York 12210
Attn: Denise Crates

Dear Mr. Bender:

Attached are twenty-one (21) legislative initiative forms for appropriations included in the State Fiscal Year 2017-18 enacted State budget (Chapter 53 of the Laws of 2017, page 82, lines 13 through 37). These forms contain the information necessary to initiate the contract process with the grant recipients. The Legislature's intent is to process these contracts for the respective grant recipient through the Division of Criminal Justice Services.

Please do not hesitate to contact me if you have any questions about the attached materials. I can be reached at 518-455-4026. If issues or problems arise as you move through the contracting process, it is important that you contact me so that we can work together to resolve them as quickly as possible. Thank you in advance for your assistance with this process, and I look forward to working with you throughout the year.

Sincerely,

Jessica J. Damrath
Principal Legislative Budget Analyst

Enclosures

cc: Philip Fields
Victor Franco
Sean O'Keefe

Received
JUN - 5 2017
NYS DCJS - OPDF

Division of Criminal Justice Services
State Fiscal Year (SFY) 2017-18 Byrne Legislative Initiatives

Program	Amount
Judicial Process Commission	$ 17,500
Dewitt Police Department	$ 20,000
Family Residences and Essential Enterprises, Inc	$ 17,500
City of Ogdensburg Police Department	$ 30,000
Clinton County	$ 17,500
Schenectady County Sheriff's Department	$ 45,000
City of Beacon Police Department	$ 10,000
City of Newburgh Police Department	$ 17,500
City of Poughkeepsie Police Department	$ 17,500
Highland Falls Police Department	$ 7,500
Village of Cornwall-on-Hudson Police Department	$ 7,500
New Windsor Police Department	$ 10,000
Stony Point Police Department	$ 5,000
North and West Area Athletic and Education Centers	$ 15,000
Village of North Syracuse Police Department	$ 10,000
ACR Health	$ 10,000
Town of Cheektowaga	$ 17,500
Council for Prevention	$ 6,250
The Prevention Council of Saratoga County	$ 6,250
Washington County Youth Bureau/Alternative Sentencing Agency	$ 6,250
St. Luke's On the Hill	$ 6,250
Total	**$ 300,000**

BJ17637483

Received
JUN - 5 2017
NYS DCJS - OPDF

SFY 2017 - 2018 LEGISLATIVE INITIATIVE FORM

Legal Name, Address, and Telephone Number:

CITY OF NEWBURGH
83 BROADWAY
NEWBURGH, NY 12550
(845) 569-7300

Project Title:

CITY OF NEWBURGH POLICE DEPARTMENT

Funded Amount:

$17,500

Purpose of Project:

THESE FUNDS SHALL BE USED TO ALLOW THIS PROGRAM TO SERVE A TARGET POPULATION OR PROVIDE A TYPE OF SERVICE HERETOFORE NOT SERVED/PROVIDED AND ARE IN KEEPING WITH BYRNE/JAG PROGRAM GUIDELINES.

Project Director:

MICHAEL CIARAVINO, CITY MANAGER

Name of Administering State Agency:

DIVISION OF CRIMINAL JUSTICE SERVICES

to be received by each, or the methodology for allocating such appropriation, and (ii) which is thereafter included in a senate resolution calling for the expenditure of such funds, which resolution must be approved by a majority vote of all members elected to the senate upon a roll call vote **(20997)** ..... 300,000 ..... (re. $300,000)

Special Revenue Funds - Federal
Federal Miscellaneous Operating Grants Fund
Edward Byrne Memorial Grant Account - 25300(M)

By chapter 53, section 1, of the laws of 2017:

For services and expenses related to the federal Edward Byrne memorial justice assistance formula program, including enhanced prosecution, enhanced defense, local law enforcement programs, youth violence and/or crime reduction programs, crime laboratories, re-entry services, and judicial diversion and alternative to incarceration programs. Funds appropriated herein shall be expended pursuant to a plan developed by the commissioner of criminal justice services and approved by the director of the budget. A portion of these funds may be transferred to state operations and/or suballocated to other state agencies (20209) ... 5,400,000 ..... (re. $5,400,000)

For services and expenses of drug, violence, and crime control and prevention programs. Notwithstanding section twenty-four of the state finance law or any provision of law to the contrary, funds from this appropriation shall be allocated only pursuant to a plan (i) approved by the temporary president of the Senate and the director of the budget which sets forth either an itemized list of grantees with the amount to be received by each, or the methodology for allocating such appropriation, and (ii) which is thereafter included in a senate resolution calling for the expenditure of such funds, which resolution must be approved by a majority vote of all members elected to the senate upon a roll call vote (20997) ..... 300,000 ..... (re. $300,000)

For services and expenses of drug, violence, and crime control and prevention programs in accordance with the following schedule:

Judicial Process Commission (39713) ... 17,500 ..... (re. $17,500)
Dewitt Police Department (39787) ... 20,000 ..... (re. $20,000)
Family Residences and Essential Enterprises, Inc (39788) ..... 17,500 ..... (re. $17,500)
City of Ogdensburg Police Department (39789) ..... 30,000 ..... (re. $30,000)
Clinton County (39790) ... 17,500 ..... (re. $17,500)
Schenectady County Sheriff's Department (39715) ..... 45,000 ..... (re. $45,000)
City of Beacon Police Department (20963) ... 10,000 .... (re. $10,000)
City of Newburgh Police Department (20253) ... 17,500 .. (re. $17,500)
City of Poughkeepsie Police Department (20255) ..... 17,500 ..... (re. $17,500)
Highland Falls Police Department (39750) ... 7,500 ..... (re. $7,500)
Village of Cornwall-on-Hudson Police Department (39751) ..... 7,500 ..... (re. $7,500)

CITY OF NEWBURGH POLICE DEPARTMENT

PUBLIC SAFETY BUILDING
55 BROADWAY
NEWBURGH, NY 12550-5698
TEL: (845) 561-3131 FAX: (845) 561-9052 OR (845) 565-5662

June 4th, 2019

EDWARD BYRNE MEMORIAL (JAG)

- Two (2) Trek Powerfly Police bicycles $3,799.99/ea. - **$7,599.98**
- Four (4) WatchGuard body warn cameras with 3yr.warranty $1,196.25/ea. - **$4,785.00**
- Twenty (20) body warn camera attachment clips $18.75/ea. - **$375.00**
- Five (5) Blackhawk X26p Taser holsters $50.00/ea. - **$250.00**
- One (1) street surveillance camera $4,490.02/ea. - **$4,490.02**

Total: $17,500.00

RESOLUTION NO.: ___172_____ - 2019

OF

JULY 8, 2019

A RESOLUTION AUTHORIZING THE CITY MANAGER TO APPLY FOR AND ACCEPT IF AWARDED A NEW YORK STATE OFFICE OF CHILDREN AND FAMILY SERVICES YOUTH DEVELOPMENT PROGRAM GRANT IN AN AMOUNT NOT TO EXCEED $19,800.00 REQUIRING NO CITY MATCH FOR THE 2020 SUMMER PLAYGROUND PROGRAM

WHEREAS, the City of Newburgh Recreation Department has advised that the Orange County Youth Bureau is accepting a Request for Proposals for grant funding available from the New York State Office of Children and Family Services Youth Development Program (YDP); and

WHEREAS, the City of Newburgh wishes to apply for and accept if awarded a YDP Grant in an amount not to exceed $19,800.00 for the 2020 Summer Playground Program which is a 6-week day camp for boys and girls in grades 1st through 6th; and

WHEREAS, funds will be used to hire instructors to teach healthy eating, video production, science and art (Kids Got Talent); and

WHEREAS, no City matching funds are required; and

WHEREAS, this Council has determined that applying for and accepting said grant if awarded is in the best interests of the City of Newburgh and its youth;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to apply for and accept if awarded a New York State Office of Children and Family Services Youth Development Program Grant in the amount of $19,800.00 requiring no City match for the 2020 Summer Playground Program; and to execute all such further contracts and documentation and take such further actions as may be appropriate and necessary to accept such grant and administer the programs funded thereby.

RESOLUTION NO.: 173 - 2018

OF

JULY 9, 2018

A RESOLUTION AUTHORIZING THE CITY MANAGER TO APPLY FOR AND ACCEPT IF AWARDED A NEW YORK STATE OFFICE OF CHILDREN AND FAMILY SERVICES YOUTH DEVELOPMENT PROGRAM GRANT IN AN AMOUNT NOT TO EXCEED $19,800.00 REQUIRING NO CITY MATCH FOR THE 2019 SUMMER PLAYGROUND PROGRAM

WHEREAS, the City of Newburgh Recreation Department has advised that the Orange County Youth Bureau is accepting a Request for Proposals for grant funding available from the New York State Office of Children and Family Services Youth Development Program (YDP); and

WHEREAS, the City of Newburgh wishes to apply for and accept if awarded a YDP Grant in an amount not to exceed $19,800.00 for the 2019 Summer Playground Program which is a 6-week day camp for boys and girls in grades 1st through 6th from June 1, 2019 until August 9, 2019; and

WHEREAS, funds will be used to hire instructors to teach healthy eating, video production, science and art (Kids Got Talent); and

WHEREAS, no City matching funds are required; and

WHEREAS, this Council has determined that applying for and accepting said grant if awarded is in the best interests of the City of Newburgh and its youth;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to apply for and accept if awarded a New York State Office of Children and Family Services Youth Development Program Grant in the amount of $19,800.00 requiring no City match for the 2019 Summer Playground Program; and to execute all such further contracts and documentation and take such further actions as may be appropriate and necessary to accept such grant and administer the programs funded thereby.

I, Lorene Vitek, City Clerk of the City of Newburgh, hereby certify that I have compared the foregoing with the original resolution adopted by the Council of the City of Newburgh at a regular meeting held 7/9/18 and that it is a true and correct copy of such original.

Witness my hand and seal of the City of Newburgh this 10 day of July, 2018

City Clerk

RESOLUTION NO.: ____173_____ - 2019

OF

JULY 8, 2019

A RESOLUTION AUTHORIZING THE CITY MANAGER TO APPLY FOR AND ACCEPT IF AWARDED A NEW YORK STATE OFFICE OF CHILDREN AND FAMILY SERVICES YOUTH DEVELOPMENT PROGRAM GRANT IN THE AMOUNT OF $17,400.00 REQUIRING NO CITY MATCH FOR THE 2020 YOUTH SOCCER PROGRAM

WHEREAS, the City of Newburgh Recreation Department has advised that the Orange County Youth Bureau is accepting a Request for Proposals for grant funding available from New York State Office of Children and Family Services Youth Development Program (YDP); and

WHEREAS, the City of Newburgh wishes to apply for and accept if awarded a YDP Grant in an amount not to exceed $17,400.00 for a Youth Soccer Program which includes soccer training and recreational leagues conducted in the winter, spring, and fall of 2020; and

WHEREAS, funds will be utilized for the costs of referees, gym rental, and equipment; and

WHEREAS, no City matching funds are required; and

WHEREAS, this Council has determined that applying for and accepting said grant if awarded is in the best interests of the City of Newburgh and its youth;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to apply for and accept if awarded a New York State Office of Children and Family Services Youth Development Program Grant in the amount of $17,400.00 requiring no City match for the 2020 Youth Soccer Program; and to execute all necessary documents to receive and comply with the terms of such grant and to carry out the program funded thereby.

ORANGE COUNTY YOUTH BUREAU

Over 40 Years *Promoting Positive Youth Development!*

Orange County Youth Bureau Request for Proposals for 2020 Funding
The Orange County Youth Bureau is pleased to request proposals from Orange County municipalities for funding to support programs for Orange County youth ages 0-21 that provide services, opportunities and supports designed to improve youth and community outcomes in the Life Areas outlined by the Touchstones framework. Developed by the New York State Council on Children and Families, the Touchstones framework is organized by six Life Areas: Economic Security; Physical and Emotional Health; Education; Citizenship; Family; and Community. The goals and objectives are related to each other and call for comprehensive strategies to address any single aspect of children and family well-being.

For 2020, the Orange County Youth Bureau will administer Youth Development Program (YDP) funding from the New York State Office of Children and Family Services Office of Youth Development, and Orange County Taxation Solutions (S) dollars to Orange County municipalities.

Orange County Youth Bureau grants are awarded to Orange County municipalities that will operate to meet goals identified in the Touchstone Life Areas defined in Part III of this RFP, the Orange County Children and Family Services Plan, 2018-2023.

Eligible Proposers: The following organizations are eligible to apply for funding through this RFP: Orange County municipalities; and partnerships or consortia consisting of the foregoing. Proposers that have never received funding through the Orange County Youth Bureau are encouraged to apply for funding in this RFP.

Programming and/or services must be provided **within Orange County**, with the exception of occasional trips outside of the County, with prior approval granted by the Orange County Youth Bureau.

Proposals are NOW available the Youth Bureau website at: www.orangecountygov.com/youthbureau.
Effective Friday, May 24, 2019, they will also be on the Empire State Bid System aka "BidNet" at http://www.empirestatebidsystem.com.

- **The Orange County Department of General Services will be the ONLY point of contact for proposers during the submission process until the start of the Proposal Review Process.**
  - Proposals submitted to the Youth Bureau will NOT be accepted. Instead they will be sent directly to the Orange County Department of General Services.
  - **ALL** inquiries about the RFP must be directed to the Orange County Department of General Services, in writing, by either email to generalservices@orangecountygov.com or faxed to the Department of General Services at (845) 378-2365. Answers will be compiled and posted for all to access in one addendum. Anyone contacting the Youth Bureau directly **WILL** be redirected to the Orange County Department of General Services. **(This is to comply with State Finance Law.)**
  - After the Orange County Department of General Services audits proposals for all required attachments, they will be given to the Orange County Youth Bureau to go through the Proposal Review process.

Projected Timetable of Key Events

Event:	Date:
Request for Proposals Released	5/24/19
Submittal of Questions, in writing Deadline	6/7/19
(See Youth Bureau's website for previously asked questions from past RFPs.)	
Addendum Issued on or about	6/21/19
Proposals Due	**7/12/19 4:00 PM EDT**
LATE PROPOSALS WILL NOT BE ACCEPTED	
Competitive Awards Announced (tentative)	11/29/19
Contract Start Date	1/1/20

Promoting Positive Youth Development since 1978!

40 Matthews Street, Suite 301C, Goshen, NY 10924 Phone: 845.615.3620 Fax: 845.360.9232
Email: YouthBur@OrangeCountyGov.com
Facebook: www.facebook.com/OrangeCountyYB
Website: www.OrangeCountyGov.com/YouthBureau

RESOLUTION NO.: 176 - 2018

OF

JULY 9, 2018

A RESOLUTION AUTHORIZING THE CITY MANAGER TO APPLY FOR AND ACCEPT IF AWARDED A NEW YORK STATE OFFICE OF CHILDREN AND FAMILY SERVICES YOUTH DEVELOPMENT PROGRAM GRANT IN THE AMOUNT OF $8,760.00 REQUIRING NO CITY MATCH FOR THE 2019 YOUTH SOCCER PROGRAM

WHEREAS, the City of Newburgh Recreation Department has advised that the Orange County Youth Bureau is accepting a Request for Proposals for grant funding available from New York State Office of Children and Family Services Youth Development Program (YDP); and

WHEREAS, the City of Newburgh wishes to apply for and accept if awarded a YDP Grant in an amount not to exceed $8,760.00 for a Youth Soccer Program which includes soccer training and recreational leagues conducted in the winter, spring, and fall of 2019; and

WHEREAS, funds will be utilized for the costs of referees, gym rental, and equipment; and

WHEREAS, no City matching funds are required; and

WHEREAS, this Council has determined that applying for and accepting said grant if awarded is in the best interests of the City of Newburgh and its youth;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to apply for and accept if awarded a New York State Office of Children and Family Services Youth Development Program Grant in the amount of $8,760.00 requiring no City match for the 2019 Youth Soccer Program; and to execute all necessary documents to receive and comply with the terms of such grant and to carry out the program funded thereby.

I, Lorene Vitek, City Clerk of the City of Newburgh, hereby certify that I have compared the foregoing with the original resolution adopted by the Council of the City of Newburgh at a regular meeting held 7/9/18 and that it is a true and correct copy of such original.

Witness my hand and seal of the City of Newburgh this 10 day of July 2018

City Clerk

RESOLUTION NO.: ___174_____ - 2019

OF

JULY 8, 2019

A RESOLUTION AUTHORIZING THE CITY MANAGER TO APPLY FOR AND ACCEPT IF AWARDED A NEW YORK STATE OFFICE OF CHILDREN AND FAMILY SERVICES YOUTH DEVELOPMENT PROGRAM GRANT IN AN AMOUNT NOT TO EXCEED $47,020.00 REQUIRING NO CITY MATCH FOR THE 2020 YEAR AROUND BASKETBALL PROGRAM

WHEREAS, the City of Newburgh Recreation Department has advised that the Orange County Youth Bureau is accepting a Request for Proposals for grant funding available from New York State Office of Children and Family Services Youth Development Program (YDP); and

WHEREAS, the City of Newburgh wishes to apply for and accept if awarded an YDP Grant in an amount not to exceed $47,020.00 for the 2020 Year Around Basketball Program to conduct basketball leagues during the winter, spring, summer and fall seasons; and

WHEREAS, funds will be utilized for the costs of referees, security guards, and a scorekeeper; and

WHEREAS, no City matching funds are required; and

WHEREAS, this Council has determined that applying for and accepting said grant if awarded is in the best interests of the City of Newburgh and its youth;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to apply for and accept if awarded a New York State Office of Children and Family Services Youth Development Program Grant in an amount not to exceed $47,020.00 requiring no City match for the 2020 Year Around Basketball Program in the City of Newburgh; and to execute all necessary documents to receive and comply with the terms of such grant and to carry out the program funded thereby.

RESOLUTION NO.: 177 - 2018

OF

JULY 9, 2018

A RESOLUTION AUTHORIZING THE CITY MANAGER TO APPLY FOR AND ACCEPT IF AWARDED A NEW YORK STATE OFFICE OF CHILDREN AND FAMILY SERVICES YOUTH DEVELOPMENT PROGRAM GRANT IN AN AMOUNT NOT TO EXCEED $47,160.00 REQUIRING NO CITY MATCH FOR THE 2019 YEAR AROUND BASKETBALL PROGRAM

WHEREAS, the City of Newburgh Recreation Department has advised that the Orange County Youth Bureau is accepting a Request for Proposals for grant funding available from New York State Office of Children and Family Services Youth Development Program (YDP); and

WHEREAS, the City of Newburgh wishes to apply for and accept if awarded an YDP Grant in an amount not to exceed $47,160.00 for the 2019 Year Around Basketball Program to conduct basketball leagues during the winter, spring, summer and fall seasons; and

WHEREAS, funds will be utilized for the costs of referees, security guards, and a scorekeeper; and

WHEREAS, no City matching funds are required; and

WHEREAS, this Council has determined that applying for and accepting said grant if awarded is in the best interests of the City of Newburgh and its youth;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to apply for and accept if awarded a New York State Office of Children and Family Services Youth Development Program Grant in an amount not to exceed $47,160.00 requiring no City match for the 2019 Year Around Basketball Program in the City of Newburgh; and to execute all necessary documents to receive and comply with the terms of such grant and to carry out the program funded thereby.

I, Lorene Vitek, City Clerk of the City of Newburgh, hereby certify that I have compared the foregoing with the original resolution adopted by the Council of the City of Newburgh at a regular meeting held 7/9/18 and that it is a true and correct copy of such original.

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

City Clerk

ORANGE COUNTY YOUTH BUREAU

Over 40 Years *Promoting Positive Youth Development!*

Orange County Youth Bureau Request for Proposals for 2020 Funding
The Orange County Youth Bureau is pleased to request proposals from Orange County municipalities for funding to support programs for Orange County youth ages 0-21 that provide services, opportunities and supports designed to improve youth and community outcomes in the Life Areas outlined by the Touchstones framework. Developed by the New York State Council on Children and Families, the Touchstones framework is organized by six Life Areas: Economic Security; Physical and Emotional Health; Education; Citizenship; Family; and Community. The goals and objectives are related to each other and call for comprehensive strategies to address any single aspect of children and family well-being.

For 2020, the Orange County Youth Bureau will administer Youth Development Program (YDP) funding from the New York State Office of Children and Family Services Office of Youth Development, and Orange County Taxation Solutions (S) dollars to Orange County municipalities.

Orange County Youth Bureau grants are awarded to Orange County municipalities that will operate to meet goals identified in the Touchstone Life Areas defined in Part III of this RFP, the Orange County Children and Family Services Plan, 2018-2023.

Eligible Proposers: The following organizations are eligible to apply for funding through this RFP: Orange County municipalities; and partnerships or consortia consisting of the foregoing. Proposers that have never received funding through the Orange County Youth Bureau are encouraged to apply for funding in this RFP.

Programming and/or services must be provided **within Orange County**, with the exception of occasional trips outside of the County, with prior approval granted by the Orange County Youth Bureau.

Proposals are NOW available the Youth Bureau website at: www.orangecountygov.com/youthbureau.
Effective Friday, May 24, 2019, they will also be on the Empire State Bid System aka "BidNet" at http://www.empirestatebidsystem.com.

- **The Orange County Department of General Services will be the ONLY point of contact for proposers during the submission process until the start of the Proposal Review Process.**
  - Proposals submitted to the Youth Bureau will NOT be accepted. Instead they will be sent directly to the Orange County Department of General Services.
  - **ALL** inquiries about the RFP must be directed to the Orange County Department of General Services, in writing, by either email to generalservices@orangecountygov.com or faxed to the Department of General Services at (845) 378-2365. Answers will be compiled and posted for all to access in one addendum. Anyone contacting the Youth Bureau directly **WILL** be redirected to the Orange County Department of General Services. **(This is to comply with State Finance Law.)**
  - After the Orange County Department of General Services audits proposals for all required attachments, they will be given to the Orange County Youth Bureau to go through the Proposal Review process.

Projected Timetable of Key Events

Event:	Date:
Request for Proposals Released	5/24/19
Submittal of Questions, in writing Deadline	6/7/19
(See Youth Bureau's website for previously asked questions from past RFPs.)	
Addendum Issued on or about	6/21/19
Proposals Due	**7/12/19 4:00 PM EDT**
LATE PROPOSALS WILL NOT BE ACCEPTED	
Competitive Awards Announced (tentative)	11/29/19
Contract Start Date	1/1/20

Promoting Positive Youth Development since 1978!

40 Matthews Street, Suite 301C, Goshen, NY 10924 Phone: 845.615.3620 Fax: 845.360.9232
Email: YouthBur@OrangeCountyGov.com
Facebook: www.facebook.com/OrangeCountyYB
Website: www.OrangeCountyGov.com/YouthBureau

RESOLUTION NO.: _____175_____ - 2019

OF

JULY 8, 2019

A RESOLUTION AUTHORIZING THE CITY MANAGER TO APPLY FOR AND ACCEPT IF AWARDED A NEW YORK STATE OFFICE OF CHILDREN AND FAMILY SERVICES YOUTH DEVELOPMENT PROGRAM GRANT IN THE AMOUNT OF $30,500.00 REQUIRING NO CITY MATCH FOR THE YOUTH BOXING PROGRAM

WHEREAS, the City of Newburgh Recreation Department has advised that the Orange County Youth Bureau is accepting a Request for Proposals for grant funding available from New York State Office of Children and Family Services Youth Development Program (YDP); and

WHEREAS, the City of Newburgh wishes to apply for and accept if awarded a YDP Grant in an amount not to exceed $30,500.00 for the Youth Boxing Program from January 2020 through December 2020; and

WHEREAS, funds will be utilized for the costs of a coach, first aid equipment, cleaning supplies, ring and chairs for shows, rental vans, gloves, shoes, uniforms, wraps, gauze, tape, protectors, head gear, pass books etc., and air and ground transportation; and

WHEREAS, no City matching funds are required; and

WHEREAS, this Council has determined that applying for and accepting said grant if awarded is in the best interests of the City of Newburgh and its youth;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to apply for and accept if awarded a New York State Office of Children and Family Services Youth Development Program Grant in the amount of $30,500.00 requiring no City match for the Youth Boxing Program; and to execute all necessary documents to receive and comply with the terms of such grant and to carry out the program funded thereby.

RESOLUTION NO.: 175 - 2018

OF

JULY 9, 2018

A RESOLUTION AUTHORIZING THE CITY MANAGER TO APPLY FOR AND ACCEPT IF AWARDED A NEW YORK STATE OFFICE OF CHILDREN AND FAMILY SERVICES YOUTH DEVELOPMENT PROGRAM GRANT IN THE AMOUNT OF $30,500.00 REQUIRING NO CITY MATCH FOR THE YOUTH BOXING PROGRAM

WHEREAS, the City of Newburgh Recreation Department has advised that the Orange County Youth Bureau is accepting a Request for Proposals for grant funding available from New York State Office of Children and Family Services Youth Development Program (YDP); and

WHEREAS, the City of Newburgh wishes to apply for and accept if awarded a YDP Grant in an amount not to exceed $30,500.00 for the Youth Boxing Program from January 2019 through December 2019; and

WHEREAS, funds will be utilized for the costs of a coach, first aid equipment, cleaning supplies, ring and chairs for shows, rental vans, gloves, shoes, uniforms, wraps, gauze, tape, protectors, head gear, pass books etc., and air and ground transportation; and

WHEREAS, no City matching funds are required; and

WHEREAS, this Council has determined that applying for and accepting said grant if awarded is in the best interests of the City of Newburgh and its youth;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to apply for and accept if awarded a New York State Office of Children and Family Services Youth Development Program Grant in the amount of $30,500.00 requiring no City match for the Youth Boxing Program; and to execute all necessary documents to receive and comply with the terms of such grant and to carry out the program funded thereby.

I, Lorene Vitek, City Clerk of the City of Newburgh, hereby certify that I have compared the foregoing with the original resolution adopted by the Council of the City of Newburgh at a regular meeting held 7/9/18 and that it is a true and correct copy of such original.

Witness my hand and seal of the City of Newburgh this 10 day of July 2018

City Clerk

ORANGE COUNTY YOUTH BUREAU

Over 40 Years *Promoting Positive Youth Development!*

Orange County Youth Bureau Request for Proposals for 2020 Funding
The Orange County Youth Bureau is pleased to request proposals from Orange County municipalities for funding to support programs for Orange County youth ages 0-21 that provide services, opportunities and supports designed to improve youth and community outcomes in the Life Areas outlined by the Touchstones framework. Developed by the New York State Council on Children and Families, the Touchstones framework is organized by six Life Areas: Economic Security; Physical and Emotional Health; Education; Citizenship; Family; and Community. The goals and objectives are related to each other and call for comprehensive strategies to address any single aspect of children and family well-being.

For 2020, the Orange County Youth Bureau will administer Youth Development Program (YDP) funding from the New York State Office of Children and Family Services Office of Youth Development, and Orange County Taxation Solutions (S) dollars to Orange County municipalities.

Orange County Youth Bureau grants are awarded to Orange County municipalities that will operate to meet goals identified in the Touchstone Life Areas defined in Part III of this RFP, the Orange County Children and Family Services Plan, 2018-2023.

Eligible Proposers: The following organizations are eligible to apply for funding through this RFP: Orange County municipalities; and partnerships or consortia consisting of the foregoing. Proposers that have never received funding through the Orange County Youth Bureau are encouraged to apply for funding in this RFP.

Programming and/or services must be provided **within Orange County**, with the exception of occasional trips outside of the County, with prior approval granted by the Orange County Youth Bureau.

Proposals are NOW available the Youth Bureau website at: www.orangecountygov.com/youthbureau.
Effective Friday, May 24, 2019, they will also be on the Empire State Bid System aka "BidNet" at http://www.empirestatebidsystem.com.

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  - After the Orange County Department of General Services audits proposals for all required attachments, they will be given to the Orange County Youth Bureau to go through the Proposal Review process.

Projected Timetable of Key Events

Event:	Date:
Request for Proposals Released	5/24/19
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(See Youth Bureau's website for previously asked questions from past RFPs.)	
Addendum Issued on or about	6/21/19
Proposals Due	**7/12/19 4:00 PM EDT**
LATE PROPOSALS WILL NOT BE ACCEPTED	
Competitive Awards Announced (tentative)	11/29/19
Contract Start Date	1/1/20

Promoting Positive Youth Development since 1978!

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Facebook: www.facebook.com/OrangeCountyYB
Website: www.OrangeCountyGov.com/YouthBureau

RESOLUTION NO.: _____176_____ - 2019

OF

JULY 8, 2019

A RESOLUTION AUTHORIZING THE CITY MANAGER TO APPLY FOR AND ACCEPT IF AWARDED A NEW YORK STATE OFFICE OF CHILDREN AND FAMILY SERVICES YOUTH DEVELOPMENT PROGRAM GRANT IN THE AMOUNT OF $21,020.00 REQUIRING NO CITY MATCH FOR THE TEEN DROP-IN CENTER PROGRAM

WHEREAS, the City of Newburgh Recreation Department has advised that the Orange County Youth Bureau is accepting a Request for Proposals for grant funding available from New York State Office of Children and Family Services Youth Development Program (YDP); and

WHEREAS, the City of Newburgh wishes to apply for and accept if awarded a YDP Grant in an amount not to exceed $21,020.00 for the Teen Drop-in Center Program which is designed to promote health and social skills for high school aged youth and will consist of two 10 week sessions operating Monday, Thursday and Friday from 3:00 pm to 9:00 pm; and

WHEREAS, funds will be used for staff salaries and facility rental; and

WHEREAS, no City matching funds are required; and

WHEREAS, this Council has determined that applying for and accepting said grant if awarded is in the best interests of the City of Newburgh and its youth;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to apply for and accept if awarded a New York State Office of Children and Family Services Youth Development Program Grant in the amount of $21,020.00 requiring no City match for the Teen Drop-in Center Program; and to execute all necessary documents to receive and comply with the terms of such grant and to carry out the program funded thereby.

City of Newburgh

GRANT APPLICATION FORM

Grant Requestor:
Please complete the following form and submit the form along with either a hard copy of the grant announcement or the grant announcement website address to the City of Newburgh Grants Coordinator for processing. You will be notified when your grant request has been approved to be sent for City Council Resolution.

NOTE: All fields are required unless marked "OPTIONAL."

SECTION A. COMPLETED BY GRANT REQUESTOR		
NAME OF PROJECT FOR GRANT: City of Newburgh Teen Drop-In Center	NAME OF DEPARTMENT REQUESTING GRANT: City of Newburgh Recreation	NAME OF DEPARTMENT HEAD/SPONSOR AUTHORIZING GRANT: Derrick Stanton
NAME OF GRANT/NAME OF AWARDING AGENCY: Orange County Youth Bureau	GRANT SUBMITTAL DATE: July 12, 2019	AMOUNT OF AWARD: $21,020
MATCH REQUIRED? IF YES, AMOUNT AND TYPE: (EX. CASH, IN-KIND) No	AMOUNT REQUIRED BY THE CITY OF NEWBURGH: $0	(OPTIONAL) ANY ADDITIONAL GRANT CONDITIONS:

PROJECT PLAN:

Scope of Project**:** The Teen Drop-In Center is designed to promote health and social skills for high school-aged youth. The program is comprised of two 10-week sessions (Fall/Spring). It will be open Monday, Thursday, and Fridays from 3:00pm to 9:00pm, during the school year. It will be a place for teens to drop in when they are out of school and offer them both social and healthy activities to involve themselves in.

Funding will be used for payment of staff salaries and facility rental.

Key Stakeholders: Recreation Department

Project Timeline: (ex. Dates):

7/12/2019: Submit Grant Application
October 2019: Applications selected
January 2020: Begin first 10-week session
September 2020: Begin second 10-week session

City of Newburgh

GRANT APPLICATION FORM

SECTION B. FOR REVIEW BY CITY COMPTROLLER
GRANT MATCH REQUIREMENT REVIEWED? YES/NO: **COMMENTS:**
IN-KIND SERVICES REQUIREMENT REVIEWED? YES/NO **COMMENTS:**
STAFFING ISSUES REVIEWED? YES/NO: **COMMENTS:**
ANY ADDITIONAL COMMENTS:
→ APPROVED BY CITY COMPTROLLER? YES/NO **CITY COMPTROLLER SIGNATURE:**_____ **DATE:**_____ **NOTE: IF GRANT APPROVED, CITY COMPTROLLER WILL FORWARD TO CITY MANAGER FOR REVIEW. IF GRANT NOT APPROVED, CITY COMPTROLLER TO RETURN TO GRANTS COORDINATOR FOR FURTHER REVIEW BY PROJECT SPONSOR.**
SECTION C: FOR REVIEW BY CITY MANAGER
→ APPROVED BY CITY MANAGER? YES/NO **CITY MANAGER SIGNATURE:**_____ **DATE:**_____

City of Newburgh

GRANT APPLICATION FORM

SECTION D: FOR REVIEW BY CORPORATION COUNSEL
→ APPROVED BY CORPORATION COUNSEL FOR RESOLUTION? YES/NO **CORPORATION COUNSEL SIGNATURE:_____** **DATE:_____**
DATE RESOLUTION TO BE SENT TO CITY COUNCIL MEETING: **_____**

ORANGE COUNTY YOUTH BUREAU

Over 40 Years *Promoting Positive Youth Development!*

Orange County Youth Bureau Request for Proposals for 2020 Funding
The Orange County Youth Bureau is pleased to request proposals from Orange County municipalities for funding to support programs for Orange County youth ages 0-21 that provide services, opportunities and supports designed to improve youth and community outcomes in the Life Areas outlined by the Touchstones framework. Developed by the New York State Council on Children and Families, the Touchstones framework is organized by six Life Areas: Economic Security; Physical and Emotional Health; Education; Citizenship; Family; and Community. The goals and objectives are related to each other and call for comprehensive strategies to address any single aspect of children and family well-being.

For 2020, the Orange County Youth Bureau will administer Youth Development Program (YDP) funding from the New York State Office of Children and Family Services Office of Youth Development, and Orange County Taxation Solutions (S) dollars to Orange County municipalities.

Orange County Youth Bureau grants are awarded to Orange County municipalities that will operate to meet goals identified in the Touchstone Life Areas defined in Part III of this RFP, the Orange County Children and Family Services Plan, 2018-2023.

Eligible Proposers: The following organizations are eligible to apply for funding through this RFP: Orange County municipalities; and partnerships or consortia consisting of the foregoing. Proposers that have never received funding through the Orange County Youth Bureau are encouraged to apply for funding in this RFP.

Programming and/or services must be provided **within Orange County**, with the exception of occasional trips outside of the County, with prior approval granted by the Orange County Youth Bureau.

Proposals are NOW available the Youth Bureau website at: www.orangecountygov.com/youthbureau.
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  - After the Orange County Department of General Services audits proposals for all required attachments, they will be given to the Orange County Youth Bureau to go through the Proposal Review process.

Projected Timetable of Key Events

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(See Youth Bureau's website for previously asked questions from past RFPs.)	
Addendum Issued on or about	6/21/19
Proposals Due	**7/12/19 4:00 PM EDT**
LATE PROPOSALS WILL NOT BE ACCEPTED	
Competitive Awards Announced (tentative)	11/29/19
Contract Start Date	1/1/20

Promoting Positive Youth Development since 1978!

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Facebook: www.facebook.com/OrangeCountyYB
Website: www.OrangeCountyGov.com/YouthBureau

RESOLUTION NO.: __177__ - 2019

OF

JULY 8, 2019

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH SAGE MUNICIPAL ADVISORS, LLC TO PROVIDE PROFESSIONAL SERVICES TO THE CITY OF NEWBURGH RELATING TO MUNICIPAL SECURITIES

WHEREAS, the City of Newburgh is authorized under the New York State Local Finance Law to issue bonds, bond anticipation notes, tax anticipation notes, deficit notes, budget notes and other securities; and

WHEREAS, it is necessary and appropriate for the City of Newburgh to retain independent professional services in connection with the planning, marketing and sales associated with such securities and financing; and

WHEREAS, a written professional services agreement between the municipal advisor and its municipal clients is required by the Securities and Exchange Commission and City Council deems it to be in the best interests of the City to enter into a professional services agreement with Sage Municipal Advisors, LLC for such services;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to execute an agreement in substantially the same form as annexed hereto, with other terms as Corporation Counsel may require, with Sage Municipal Advisors, LLC to provide professional services in connection with the planning, marketing and sales associated with the issuance of bonds, bond anticipation notes, tax anticipation notes, deficit notes, budget notes and other securities.

MUNICIPAL ADVISOR SERVICE AGREEMENT

This contract is made an entered into by and between City of Newburgh ("Client") and Sage Municipal Advisors, LLC ("Municipal Advisor") having its principal place of business at 827 Rt 82, Suite 10231, Hopewell Junction, NY 12533. As a Securities and Exchange Commission ("SEC") and Municipal Securities Rulemaking Board ("MSRB") registered municipal advisor, the Municipal Advisor conducts all municipal advisory activities subject to the fiduciary standards of conduct.

This contract will become effective on the date executed by the Client (the "Effective Date".)

1. **Scope of Services**.

   a. *Services to be provided*. Municipal Advisor is engaged by Client as its municipal advisor to provide services with respect to the issuances of municipal securities ("Issues") [or municipal financial products ("Products") as follows (the "Scope of Services"):

      i. Establish a plan of financing, including a timetable and Issue structure
      ii. Review recommendations made by other parties to Client with respect to the Issue
      iii. Review required underwriter disclosures to Client
      iv. Review financial and other information regarding Client, the proposed Issue and source of repayment of or security for the Issue
      v. Consult with and/or advise Client on actual or potential changes in market place practices, market conditions, regulatory requirements or other matters that may have an impact on Client and its financing plans
      vi. Consult and/or meet with representatives of Client and its agents or consultants with respect to the Issue, as requested
      vii. Attend meetings of Client's governing body, as requested
      viii. Advise Client on the manner of sale of the Issue
      ix. As appropriate, assist Client in selecting legal and other professionals (such as trustee, escrow agent, accountant, feasibility consultant, etc.) to work on the Issue
      x. Apply for rating and arrange and facilitate visits to, prepare materials for, and make recommendations to Client in connection with credit ratings agencies, insurers and other credit or liquidity providers
      xi. Work with bond counsel and other transaction participants to prepare and/or review necessary authorizing documentation of Client and other documents necessary to finalize and close the Issue
      xii. Respond to questions from bidders, underwriters or potential investors
      xiii. Assist in the gathering of information with respect to financial, statistical and factual information relating to Client in connection with the preparation of the preliminary and final official statements
      xiv. If the Issue is to be sold on a competitive bid basis prepare the preliminary and final official statement, Proposal for Bonds for a bond issue, Notice s of Sale and Bid form for bond anticipation notes, obtain CUSIP numbers and provide an electronic version of the official statement to the winning underwriter
      xv. If the Issue is to be sold on a negotiated basis, assist in the preparation and/or review the preliminary and final official statement
      xvi. Make arrangements for printing, advertising and other vendor services necessary or appropriate in connection with the Issue
      xvii. In a competitive bid sale, receive and verify bids submitted by commercial and investment banks and provide summary of bids in order for Client to award Issue
      xviii. In a negotiated sale, assist Client in the selection of underwriters
      xix. In a negotiated sale, provide Client with relevant data on comparable issues recently or currently being sold nationally and by comparable issuers
      xx. In a negotiated sale, coordinate pre-pricing discussions, supervise the sale process, advise Client on matters relating to retail or other order periods and syndicate priorities, review

the order book, advise on the acceptability of the underwriter's pricing and offer to purchase

xxi. In a negotiated sale, advise Client with respect to recommendations made by the underwriters and other interactions between Client and the underwriters

xxii. Apply for rating and arrange and facilitate visits to, prepare materials for, and make recommendations to Client in connection with credit ratings agencies, insurers and other credit or liquidity providers

xxiii. For competitive sale, prepare closing letter and for negotiated sale review closing letter prepared by underwriter

xxiv. Confirm receipt of funds

xxv. Prepare final debt service schedules specifying dates and amounts of interest and principal payments and provide fund and project schedules when requested

xxvi. Provide such other usual and customary financial advisory services as may be requested by Client

xxvii. Advise Client with regard to any continuing disclosure undertaking required to be entered into in connection with the Issue, and provide duties of a dissemination agent

2. **Municipal Advisor's Regulatory Duties When Servicing Client**. MSRB Rule G-42 requires that Municipal Advisor make a reasonable inquiry as to the facts that are relevant to Client's determination whether to proceed with a course of action or that form the basis for, and advice provided by Municipal Advisor to Client. The rule also requires that Municipal Advisor undertake a reasonable investigation to determine that it is not basing any recommendation on materially inaccurate or incomplete information. Municipal Advisor is also required under the rule to use reasonable diligence to know the essential facts about Client and the authority of each person acting on Client's behalf.

   Client agrees to cooperate, and to cause its agents to cooperate, with Municipal Advisor in carrying out these regulatory duties, including providing to Municipal Advisor accurate and complete information and reasonable access to relevant documents, other information and personnel needed to fulfill such duties. In addition, Client agrees that, to the extent Client seeks to have Municipal Advisor provide advice with regard to any recommendation made by a third party, Client will provide to Municipal Advisor any information it has received from such third party relating to its recommendation.

3. **Term of this Engagement**. The term of this Agreement begins on the Effective Date and ends on December 31, 2019 with the option to renew for one additional fiscal year January 1, 2020 through December 31, 2020.

   This Agreement may be terminated with or without cause by either party upon the giving of at least thirty (30) days' prior written notice to the other party of its intention to terminate, specifying in such notice the effective date of such termination.

4. **Compensation**.

   Fees for the services provided by Municipal Advisor to Client under this Agreement and the manner for payment of expenses incurred by Municipal Advisor in the course of performing its services are as set forth below:

   For a bond issue: a base fee of $10,000, for issues up to $5 million, plus $.50 per $1,000 of bonds issued over $5 million.

   For note issues: a base fee of $5,100, for issues up to $5 million, plus $.50 per $1,000 of bonds issued over $5 million.

For Term Sheet note issues (No OS): $4,000.

For EFC short-term and long-term financing: a fee of $25,000 for financing that includes both a short-term and long-term loan. At the close of EFC short-term financing $12,500 will be due and at the close of EFC long-term financing $12,500 will be due. If services are only provided for an EFC long term loan, $15,000 will be due at the closing of the loan.

For capital lease issues: a fee of $6,500, plus $.50 per $1,000 of lease issued

For continuing disclosure: $2,500 annually, inclusive of all required Material Event Notices

For services unrelated to a bond issuance, including filing of state aid forms, an hourly fee of $195 per hour.

For refunding bond issues, the fee will be negotiated with Client and is dependent on par amount, number of series of bonds being refunded and number of series of refunding bonds to be issued.

For strategic consulting services, the fee will be negotiated with Client and is dependent on scope of the project.

Client will pay normal issuance costs such as printing, distribution, postage, photocopying, overnight delivery, bond counsel, rating agency and other associated expenses.

Payment of Advisor's compensation is due within 30 days of receipt of Advisor's invoice following the closing of the financing.

5. **Required Disclosures**.

   a. MSRB Rule G-10.
   Requires that municipal advisors, including the Municipal Advisor, provide to their clients the following information once each calendar year: (i) the Municipal Advisor is registered as an independent municipal advisor with the SEC and MSRB; (ii) the Municipal Advisor is subject to the regulations and rules on municipal advisory activities established by the SEC and MSRB; (iii) the website for the SEC is www.sec.gov and for the MSRB is www.msrb.org and (iv) in addition to having educational materials about the municipal securities market, the MSRB website has a municipal advisory client brochure that describes the protections that may be provided by the MSRB rules and how to file a complaint with the appropriate regulatory authority.

   MSRB Rule G-42.
   Requires that municipal advisors, including the Municipal Advisor, inform their clients as to any conflicts of interest that may exist that could impact the client, including the Client. To the best of Municipal Advisor's knowledge and belief, neither the Municipal Advisor nor any registered associated person has any material undisclosed conflict of interest that would impact the Municipal Advisor's ability to service the Client with the exception of contingent fees as described under 4. Compensation. The Municipal Advisor may have a conflict of interest arising from compensation for municipal activities to be performed that are contingent on the size or closing of such transaction for which Municipal Advisor is providing advice. Due to the fiduciary standard of conduct the Municipal Advisor will never advise or recommend Client issue securities that are not in its best interest.

6. **Binding Effect**; Assignment. This Agreement is unilateral and shall be binding upon the Municipal Advisor and inure to the benefit of Client, their respective successors and permitted assigns; provided however, neither party may assign or transfer any of its rights or obligations hereunder without the prior written consent of the other party.

7. **Entire Agreement**. This instrument, including all appendices hereto, contains the entire agreement between the parties relating to the rights herein granted and obligations herein assumed. This Agreement may not be amended, supplemented or modified except by means of a written instrument executed by both parties.

8. **Severability**. If any provision of this Agreement is, or is held or deemed to be, invalid, inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions because it conflicts with any provisions of any constitution, statute, rule or public policy, or for any other reason, such circumstances shall not make the provision in question invalid, inoperative or unenforceable in any other case or circumstance, or make any other provision or provisions of this Agreement invalid, inoperative or unenforceable to any extent whatever.

9. **No Third-Party Beneficiary**. This Agreement is made solely for the benefit of the parties and their respective successors and permitted assigns. Nothing in this Agreement, express or implied, is intended to confer on any person, other than the parties and their respective successors and permitted assigns, any rights, remedies, obligations or liabilities under or by reason of this Agreement.

10. **Authority**. The undersigned represents and warrants that (s)he has full legal authority to execute this Agreement on behalf of Client. The following individuals have the authority to direct Municipal Advisor's performance of its activities under this Agreement:

Municipal Advisor:
Sage Municipal Advisors, LLC

By: Beth A. Ferguson

Title: Managing Director

Date: 6/19/19

ACCEPTED AND AGREED:

Client:
City of Newburgh

By:_____

Title:_____

Date:_____

Sage Municipal Advisors, LLC
Sound Advice for Government Entities

827 Route 82, Suite 10231
Hopewell Jct, NY 12533
Phone: 845.447-2214
www.sagemuni.com

MSRB Rule G-42 Disclosure
Duties of Non-Solicitor Municipal Advisors

Conflicts of Interest Disclosure

Sage Municipal Advisors, LLC ("Sage") U.S. Securities and Exchange Commission ("SEC") and the Municipal Securities Rulemaking Board ("MSRB") registered municipal advisor that conducts all municipal advisory activities subject to the fiduciary standards of conduct. MSRB Rule G-42 requires that municipal advisors disclose to their clients any actual or potential material conflict of interest, including certain categories of potential conflicts of interest identified in Rule G-42, if applicable. If no such material conflicts of interest are known to exist, municipal advisors are required to provide a written statement to that effect.

To the best of SAGE's knowledge and belief, neither SAGE nor any associated person has any material undisclosed conflict of interest.

▪ Neither SAGE nor any associated person has any financial interest in, nor does SAGE or any associated person receive any undisclosed compensation from, any firm or person that SAGE may use in providing any advice, service, or product to or on behalf of any client.

▪ Neither SAGE nor any associated person pays contracted MSRB registered solicitors or other MSRB registered municipal advisors directly or indirectly in order to obtain or retain an engagement to perform municipal advisory services for any municipal entity.

▪ Neither SAGE nor any associated person receives any payments from a third party to enlist SAGE's recommendation of services, municipal securities transactions, or any municipal financial product or service.

▪ Neither SAGE nor any associated person has any fee-splitting arrangements with any underwriter or provider of investments or services to any municipal entity.

▪ SAGE may have conflicts of interest arising from compensation for municipal activities to be performed that are contingent on the size or closing of such transaction for which SAGE is providing advice. Due to the fiduciary standard of conduct the Sage and its associated persons will never advise or recommend a client issue securities that are not in its best interest.

▪ SAGE services a wide variety of other clients that may from time to time have interests that could have a direct or indirect impact on the interests of other municipal clients. These other clients may, from time to time and depending on specific circumstances, have competing interests, such as accessing the market with the most advantageous timing. In acting in the interests of its various clients, SAGE could potentially face a conflict of interest arising from these competing client interests. However, none of these other engagements or relationships would impair SAGE's ability to fulfill its regulatory duties to its municipal clients.

▪ There are no other actual conflicts of interest that could reasonably be anticipated to impair SAGE's ability to provide advice to any municipal entity in accordance with the standard of fiduciary conduct.

Information Regarding Legal Events and Disciplinary History Disclosure

MSRB Rule G-42 requires that municipal advisors provide to their client's certain disclosures of legal or disciplinary events material to the client's evaluation of the municipal advisor or the integrity of the municipal advisor's management or advisory personnel.

▪ Neither SAGE nor any of its associated persons are currently subject to or have been subject to any legal or disciplinary event that could be material to a client's evaluation of the Firm or the integrity of its management or associated persons.

▪ SAGE's Form MA and Form MA-Is for each of the Firm's associated persons are posted in the Edgar Database located on the U.S. Securities and Exchange Commission's website (www.sec.gov).

▪ SAGE has not made any material legal or disciplinary event disclosures on Form MA or any Form MA-I filed with the SEC.

Future Supplemental Disclosures

As required by MSRB Rule G-42, these disclosures may be supplemented or amended, from time to time as needed, to reflect changed circumstances resulting in new conflicts of interest or changes in the conflicts of interest described, or to provide information with regard to any legal or disciplinary events.

SAGE will provide its municipal clients with any supplement or amendment as it becomes available throughout the terms of each agreement.

Sage Municipal Advisors, LLC
Sound **A**dvice for **G**overnment **E**ntities

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Phone: 845.447-2214
www.sagemuni.com

MSRB Rule G-10 Disclosure
Municipal Advisory Client Education and Protection

As mandated by the Dodd-Frank Act, Sage Municipal Advisors, LLC ("SAGE") is a registered with the U.S. Securities and Exchange Commission ("SEC") and the Municipal Securities Rulemaking Board ("MSRB"). As such, SAGE is subject to the regulations and rules established by the SEC and MSRB.

SAGE's SEC Registration Number is 867-02463. The SEC's website URL is: www.sec.gov.

SAGE's MSRB Registration Number is K0489. The MSRB's website URL is: www.msrb.org.

In addition to having education materials and other resources about municipal advisors, the MSRB website has a municipal advisory client brochure that describes the protections that may be provided by the MSRB rules and how to file a complaint against SAGE or a SAGE's registered representative with an appropriate regulatory authority.

RESOLUTION NO.: 178 - 2019

OF

JULY 8, 2019

A RESOLUTION AUTHORIZING AN AGREEMENT WITH AMK MEDIA, LLC FOR COMMUNICATIONS CONSULTING SERVICES IN AN AMOUNT NOT TO EXCEED $15,000.00 FOR A 12 MONTH PERIOD

WHEREAS, the City has obtained a proposal for professional communications consulting services to assist the City of Newburgh with improving its digital communications to reach residents, stakeholders, new audiences and increase positive media coverage of the City; and

WHEREAS, AMK Media, LLC, Inc. has submitted a proposal with a scope of work to include, but not be limited to, standardizing, implementing and streamlining social media best practices; the design, launch and maintain a monthly community newsletter; establishing a forward-looking content calendar of City news, messages and events; and overall assistance with general communications tasks; and

WHEREAS, funding for said professional communications consulting services will be derived from A.1230.0455; and

WHEREAS, this Council finds that entering into an agreement with AMK Media, LLC for professional communications consulting services is 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 an agreement with AMK Media, LLC for professional communications consulting services in a total amount not to exceed $15,000.00 for a 12 month period.

AGREEMENT FOR VENDOR SERVICES

THIS AGREEMENT is entered into as of this _23__ day of June, 2019, by and between the **CITY OF NEWBURGH**, a municipal corporation chartered under the authority of the State of New York, hereinafter referred to as the **"CITY,"** with principal offices at 83 Broadway, City Hall, Newburgh, New York 12550; and **AMK Media**, a firm with principal offices at 3 Marne Ave, Newburgh, NY 12550, hereinafter referred to as **"VENDOR."**

ARTICLE 1. SCOPE OF WORK

VENDOR agrees to perform the SERVICES and/or supply the goods identified in Schedule A, (the "SERVICES") which is attached to, and is part of this Agreement. VENDOR agrees to perform the SERVICES and/or supply the goods in accordance with the terms and conditions of this Agreement. It is specifically agreed that the CITY will not compensate VENDOR for any SERVICES and/or goods provided outside those specifically identified in Schedule A, without prior authorization, evidenced only by a written Change Order or Addendum to this Agreement executed by the City Manager of the CITY after consultation with the City Department Head responsible for the oversight of this Agreement (hereinafter "Department Head"). Any document executed by the City Manager shall be presumed to have been duly authorized as required by this Agreement. Any SERVICES provided pursuant to any writing that purports to comply with this Agreement and authorize same shall entitle VENDOR to payment under this Agreement, notwithstanding any failure of any city official to have such execution or authorization approved as required by this Agreement. If at any time any CITY official or other agent for the CITY becomes aware of any defect in any such writing or authorization, written notice shall be provided to VENDOR immediately and VENDOR shall cease any further services, provided, however, that payment shall be due to VENDOR for any services rendered prior to receipt of such notice.

Any and all reports, documents, charts, graphs, maps, designs, images, photographs, computer programs and software, artwork, creative works, compositions, and the rights to employ, publish, disseminate, amend or otherwise use same, and/or any other intellectual property to be provided by VENDOR to CITY under the terms of this Agreement shall become the property of the CITY, unless otherwise provided for by the parties. As such, CITY, in its sole discretion, shall have the right to use, copy, disseminate and otherwise employ or dispose of such material in any manner as it may decide with no duty of compensation or liability therefore to VENDOR or to third parties. VENDOR shall have the affirmative obligation to notify CITY in a timely fashion of any and all limitations, restrictions or proprietary rights to such intellectual property and/or materials which may be applicable which would have the effect of restricting or limiting the exercise of the CITY's rights regarding same. VENDOR agrees to defend, indemnify and hold harmless the CITY for failing to notify CITY of same.

ARTICLE 2. TERM OF AGREEMENT

VENDOR agrees to perform the SERVICES and/or supply goods beginning __July 1_, 2019, and ending _July 1 _, 2020.

ARTICLE 3. COMPENSATION

For satisfactory performance of the SERVICES and/or receipt of conforming goods or, as such SERVICES or goods may be modified by mutual written agreement, the CITY agrees to compensate VENDOR in accordance with the fees and expenses as stated in Schedule B, which is attached to and is part of this Agreement. VENDOR SHALL submit to the CITY a monthly itemized invoice for SERVICES rendered during the prior month, or as otherwise set forth in Schedule B, and prepared in such form and supported by such documents as the CITY may reasonably require. The CITY will pay the proper amounts due VENDOR within sixty (60) days after receipt of a CITY Claimant's Certification form, and if the Claimant's Certification form is objectionable, will notify VENDOR, in writing, of the CITY'S reasons for objecting to all or any portion of the invoice submitted by VENDOR.

Any bills or invoices sent by VENDOR to the CITY more than one (1) year after services which are the subject of such billing have been rendered shall not be paid by the CITY and the CITY shall have no liability therefor.

ARTICLE 4. EXECUTORY CLAUSE

The CITY shall have no liability under this Agreement to VENDOR or to anyone else beyond funds appropriated and available for this Agreement.

ARTICLE 5. PROCUREMENT OF AGREEMENT

VENDOR represents and warrants that no person or selling agency has been employed or retained by VENDOR to solicit or secure this Agreement upon an agreement or upon an understanding for a commission, percentage, a brokerage fee, contingent fee or any other compensation. VENDOR further represents and warrants that no payment, gift or thing of value has been made, given or promised to obtain this or any other agreement between the parties. VENDOR makes such representations and warranties to induce the CITY to enter into this Agreement and the CITY relies upon such representations and warranties in the execution hereof.

For a breach or violation of such representations or warranties, the CITY shall have the right to annul this Agreement without liability, entitling the CITY to recover all monies paid hereunder and VENDOR shall not make claim or be entitled to recover, any sum or sums otherwise due under this Agreement. This remedy, if effected, shall not constitute the sole remedy afforded the CITY for such falsity or breach, nor shall it constitute a waiver of the CITY'S right to claim damages or otherwise refuse payment or to take any other action provided for by law or pursuant to this Agreement.

ARTICLE 6. CONFLICT OF INTEREST

VENDOR represents and warrants that neither it nor any of its directors, officers, members, partners or employees, have any interest nor shall they acquire any interest, directly or indirectly which would or may conflict in any manner or degree with the performance or rendering of the SERVICES herein provided. VENDOR further represents and warrants that in the performance of this Agreement, no person having such interest or possible interest shall be employed by it and that no elected official or other officer or employee of the CITY, nor any person whose salary is payable, in whole or in part, by the CITY, or any corporation, partnership or association in which such official, officer or employee is directly or indirectly interested shall have any such interest, direct or indirect, in this Agreement or in the proceeds thereof, unless such person submits a letter disclosing such an interest, or the appearance or potential of same, to the City Manager and a copy to the Corporation Counsel of the CITY in advance of the negotiation and execution of this Agreement.

For failure to submit such letter of disclosure, or for a breach or violation of such representations or warranties, the CITY shall have the right to annul this Agreement without liability, entitling the CITY to recover all monies paid hereunder and VENDOR shall not make claim for, or be entitled to recover, any sum or sums otherwise due under this Agreement. This remedy, if elected, shall not constitute the sole remedy afforded the CITY for such falsity or breach, nor shall it constitute a waiver of the CITY'S right to claim damages or otherwise refuse payment to or to take any other action provided for by law, in equity or pursuant to this Agreement.

ARTICLE 7. FAIR PRACTICES

VENDOR and each person signing on behalf of the VENDOR represents, warrants and certifies under penalty of perjury, that to the best of their knowledge and belief:

A. The prices in this Agreement have been arrived at independently by VENDOR without collusion, consultation, communication, or agreement with any other bidder, proposer or with any competitor as to any matter relating to such prices which has the effect of, or has as its purpose, restricting competition;

B. Unless otherwise required by law, the prices which have been quoted in this Agreement and on the proposal or quote submitted by VENDOR have not been knowingly disclosed by VENDOR prior to the communication of such quote to the CITY or the proposal opening directly or indirectly, to any other bidder, proposer or to any competitor; and

C. No attempt has been made or will be made by VENDOR to induce any other person, partnership, corporation or entity to submit or not to submit a proposal or quote for the purpose of restricting competition.

The fact that VENDOR (i) has published price lists, rates, or tariffs covering items being procured, (ii) has informed prospective customers of proposed or pending publication of new or revised price lists for such items, or (iii) has provided the same items to the other customers at the same prices being bid or quoted does not constitute, without more, a disclosure within the meaning of this Article.

ARTICLE 8. INDEPENDENT CONTRACTOR

In performing the SERVICES and/or supplying goods and incurring expenses under this Agreement, VENDOR shall operate as, and have the status of, an independent contractor and shall not act as agent, or be an agent, of the CITY. As an independent contractor, VENDOR shall be solely responsible for determining the means and methods of performing the SERVICES and/or supplying of the goods and shall have complete charge and responsibility for VENDOR'S personnel engaged in the performance of the same.

In accordance with such status as independent contractor, VENDOR covenants and agrees that neither it nor its employees or agents will hold themselves out as, nor claim to be officers or employees of the CITY, or of any department, agency or unit thereof by reason hereof, and that they will not, by reason hereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the CITY including, but not limited to, Worker's Compensation coverage, health coverage, Unemployment Insurance Benefits, Social Security coverage or employee retirement membership or credit.

ARTICLE 9. ASSIGNMENT AND SUBCONTRACTING

VENDOR shall not assign any of its rights, interest or obligations under this Agreement, or subcontract any of the SERVICES to be performed by it under this Agreement, without the prior

express written consent of the City Manager of the CITY. Any such subcontract, assignment, transfer, conveyance, or other disposition without such prior consent shall be void and any SERVICES provided thereunder will not be compensated. Any subcontract or assignment properly consented to by the CITY shall be subject to all of the terms and conditions of this Agreement.

Failure of VENDOR to obtain any required consent to any assignment, shall be grounds for termination for cause, at the option of the CITY and if so terminated, the CITY shall thereupon be relieved and discharged from any further liability and obligation to VENDOR, its assignees or transferees, and all monies that may become due under this Agreement shall be forfeited to the CITY except so much thereof as may be necessary to pay VENDOR'S employees for past service.

The provisions of this clause shall not hinder, prevent, or affect any assignment by VENDOR for the benefit of its creditors made pursuant to the laws of the State of New York.

This agreement may be assigned by the CITY to any corporation, agency, municipality or instrumentality having authority to accept such assignment.

ARTICLE 10. BOOKS AND RECORDS

VENDOR agrees to maintain separate and accurate books, records, documents and other evidence and accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Agreement.

ARTICLE 11. RETENTION OF RECORDS

VENDOR agrees to retain all books, records and other documents relevant to this Agreement for six (6) years after the final payment or termination of this Agreement, whichever later occurs. CITY, or any State and/or Federal auditors, and any other persons duly authorized by the CITY, shall have full access and the right to examine any of said materials during said period.

ARTICLE 12. AUDIT BY THE CITY AND OTHERS

All Claimant Certification forms or invoices presented for payment to be made hereunder, and the books, records and accounts upon which said Claimant's Certification forms or invoices are based are subject to audit by the CITY. VENDOR shall submit any and all documentation and justification in support of expenditures or fees under this Agreement as may be required by the CITY so that it may evaluate the reasonableness of the charges, and VENDOR shall make its records available to the CITY upon request. All books, Claimant's Certification forms, records, reports, cancelled checks and any and all similar material may be subject to periodic inspection, review and audit by the CITY, the State of New York, the federal government, and/or other persons duly authorized by the CITY. Such audits may include examination and review of the source and application of all funds whether from the CITY, State, the federal government, private sources or otherwise. VENDOR shall not be entitled to any interim or final payment under this Agreement if any audit requirements and/or requests have not been satisfactorily met.

ARTICLE 13. INSURANCE

For all of the SERVICES set forth herein and as hereinafter amended, VENDOR shall maintain or cause to be maintained, in full force and effect during the term of this Agreement, at its expense, Workers' Compensation insurance, liability insurance covering personal injury and property damage, and other insurance with stated minimum coverages in such amounts as are commercially reasonable for employers similar to VENDOR's size and services. Notwithstanding anything to the contrary in this Agreement, VENDOR irrevocably waives all claims against the CITY for all losses, damages, claims or expenses resulting from risks commercially insurable under this insurance

described in this Article 13. The provisions of insurance by VENDOR shall not in any way limit VENDOR'S liability under this Agreement.

ARTICLE 14. INDEMNIFICATION

VENDOR agrees to defend, indemnify and hold harmless the CITY, including its officials, employees and agents, against all claims, losses, damages, liabilities, costs or expenses (including, without limitation, reasonable attorney fees and costs of litigation and/or settlement), whether incurred as a result of a claim by a third party or any other person or entity, arising out of the SERVICES performed and/or goods supplied pursuant to this Agreement which the CITY or its officials, employees or agents, may suffer by reason of any negligence, fault, act or omission of VENDOR, its employees, representatives, subcontractors, assignees, or agents, except to the extent that the CITY or its officials, employees or agents have engaged in actions or omissions that contributed to such claim, loss, damage, liability, cost or expense.

In the event that any claim is made or any action is brought against the CITY arising out of the negligence, fault, act, or omission of an employee, representative, subcontractor, assignee, or agent of VENDOR either within or without the scope of his respective employment, representation, subcontract, assignment or agency, or arising out of VENDOR'S negligence, fault, act or omission, then the CITY shall have the right to withhold further payments hereunder for the purpose of set-off of sufficient sums to cover the said claim or action. The rights and remedies of the CITY provided for in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or this Agreement.

ARTICLE 15. PROTECTION OF CITY PROPERTY

VENDOR assumes the risk of and shall be responsible for, any loss or damage to CITY property, including property and equipment leased by the CITY, used in the performance of this Agreement and caused, either directly or indirectly by the acts, conduct, omissions or lack of good faith of VENDOR, its officers, directors, members, partners, employees, representatives or assignees, or any person, firm, company, agent or others engaged by VENDOR as an expert consultant specialist or subcontractor hereunder.
In the event that any such CITY property is lost or damaged, except for normal wear and tear, then the CITY shall have the right to withhold further payments hereunder for the purposes of set-off in sufficient sums to cover such loss or damage.

VENDOR agrees to defend, indemnify and hold the CITY harmless from any and all liability or claim for loss, cost, damage or expense (including, without limitation, reasonable attorney fees and costs of litigation and/or settlement) due to any such loss or damage to any such CITY property described in this Article.

The rights and remedies of the CITY provided herein shall not be exclusive and are in addition to any other rights and remedies provided by law or by this Agreement.

ARTICLE 16. CONFIDENTIAL INFORMATION

In the course of providing the SERVICES and/or goods hereunder, VENDOR may acquire knowledge or come into possession of confidential, sensitive or proprietary information belonging to CITY. VENDOR agrees that it will keep and maintain such information securely and confidentially, and not disclose such information to any third parties, including the media, nor use such information in any manner publicly or privately, without receiving the prior approval, in writing, of the CITY authorizing such use. VENDORS obligations under this clause to maintain the confidentiality of such information and to refrain from using such information in any manner without the prior written approval of the CITY shall survive the termination or expiration of this Agreement.

ARTICLE 17. TERMINATION

Either party may, by written notice to the other party, effective upon receipt, terminate this Agreement in whole or in part at any time.

Upon termination of this Agreement, the parties shall comply with the following closeout procedures:

A. Accounting for and refunding to the CITY within thirty (30) days, any unearned funds which have been paid to VENDOR pursuant to this Agreement; and

B. Furnishing within thirty (30) days an inventory to the CITY of all equipment, appurtenances and property purchased by VENDOR through or provided under this Agreement, and carrying out any CITY directive concerning the disposition thereof.

In the event the CITY terminates this Agreement in whole or in part, as provided in this Article, the CITY may procure, upon such terms and in such manner as deemed appropriate, SERVICES similar to those so terminated, and the VENDOR may continue the performance of this Agreement to the extent not terminated hereby. If this Agreement is terminated in whole or in part for other than the convenience of the CITY, any SERVICES or goods procured by the CITY to complete the SERVICES herein will be charged to VENDOR and/or set-off against any sums due VENDOR.

Notwithstanding any other provision of this Agreement, VENDOR shall not be relieved of liability to the CITY for damages sustained by the CITY by virtue of VENDOR'S breach of the Agreement or failure to perform in accordance with applicable standards, and the CITY may withhold payments to VENDOR for the purposes of set-off until such time as the exact amount of damages due to the CITY from VENDOR is determined.

The rights and remedies of the CITY provided herein shall not be exclusive and are in addition to any other rights and remedies provided by law or this Agreement.

ARTICLE 18. GENERAL RELEASE

The acceptance by VENDOR or its assignees of the final payment under this Agreement, whether by Claimant's Certification form, judgment of any court of competent jurisdiction, or administrative means shall constitute and operate as a general release to the CITY from any and all claims of VENDOR arising out of the performance of this Agreement, except that if VENDOR accepts such payment under protest, the provisions of this paragraph shall not apply.

ARTICLE 19. SET-OFF RIGHTS

The CITY shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but are not limited to, the CITY'S right to withhold for the purposes of set-off any monies otherwise due VENDOR (i) under this Agreement, (ii) under any other agreement or contract with the CITY, including any agreement or contract for a term commencing prior to or after the term of this Agreement, (iii) from the CITY by operation of law, the CITY also has the right to withhold any monies otherwise due under this Agreement for the purposes of set-off as to any amounts determined by a court of competent jurisdiction to be due and owing to the CITY for any reason whatsoever including, without limitation, tax delinquencies, fee delinquencies or monetary penalties or interest relative thereto.

ARTICLE 20. NO ARBITRATION

Any and all disputes involving this Agreement, including the breach or alleged breach thereof, may not be submitted to arbitration unless specifically agreed thereto in writing by the City Manager of the CITY, but must instead only be heard in the Supreme Court of the State of New York, with venue in Orange County or if appropriate, in the Federal District Court with venue in the Southern District of New York, White Plains division.

ARTICLE 21. GOVERNING LAW

This Agreement shall be governed by the laws of the State of New York. VENDOR shall render all SERVICES under this Agreement in accordance with applicable provisions of all federal, state and local laws, rules and regulations as are in effect at the time such SERVICES are rendered.

ARTICLE 22. CURRENT OR FORMER CITY EMPLOYEES

VENDOR represents and warrants that it shall not retain the SERVICES of any CITY employee or former CITY employee in connection with this Agreement or any other agreement that said VENDOR has or may have with the CITY without the express written permission of the CITY, which shall not be unreasonably withheld. This limitation period covers the preceding three (3) years or longer if the CITY employee or former CITY employee has or may have an actual or perceived conflict of interests due to their position with the CITY.

For a breach or violation of such representations or warranties, the CITY shall have the right to annul this Agreement without liability, entitling the CITY to recover all monies paid hereunder and VENDOR shall not make claim for or be entitled to recover, any sum or sums otherwise due under this Agreement. This remedy, if effected, shall not constitute the sole remedy afforded the CITY for such falsity or breach, nor shall it constitute a waiver of the CITY'S right to claim damages or otherwise refuse payment or to take any other action provided for by law or pursuant to this Agreement.

ARTICLE 23. ENTIRE AGREEMENT

The rights and obligations of the parties and their respective agents, successors and assignees shall be subject to and governed by this Agreement, including Schedules A and B, which supersede any other understandings or writings between or among the parties.

ARTICLE 24. MODIFICATION

No changes, amendments or modifications of any of the terms and/or conditions of this Agreement shall be valid unless reduced to writing and signed by the party to be bound. Changes in the scope of SERVICES in this Agreement shall not be binding, and no payment shall be due in connection therewith, unless prior to the performance of any such SERVICES, the City Manager of the CITY, after consultation with the Department Head and Corporation Counsel, executes an Addendum or Change Order to this Agreement, which Addendum or Change Order shall specifically set forth the scope of such extra or additional SERVICES and the amount of compensation and the extension of the time for performance, if any, for any such SERVICES. Unless otherwise specifically provided for therein, the provisions of this Agreement shall apply with full force and effect to the terms and conditions contained in such Addendum or Change Order. Any modification executed by the City Manager shall be presumed to be a valid modification, and VENDOR shall be entitled to payment for services rendered relying on same.

IN WITNESS THEREOF, the parties hereto have executed this Agreement as of the date set forth above.

THE CITY OF NEWBURGH	VENDOR
BY: _____	BY: Alexandra Rosario Kelly, AMK Media NAME:
CITY MANAGER	TITLE: LLC Member
DATE: _____	DATE: June 23, 2019

SCHEDULE A

SCOPE OF SERVICES

SCHEDULE B

FEES AND EXPENSES

Alexandra Rosario Kelly
AMK Media
arosario589@gmail.com
845-206-5062

Communications Consultation Proposal

For the City of Newburgh

Objectives

To work with the City of Newburgh to improve digital communication through existing social media and web channels, launch new engagement channels where appropriate to reach new audiences, and ultimately increase positive coverage of the City to outside communities.

Social Media + Communications Goals/Objectives

To start, I propose a series of initial goals to launch these efforts off the ground with ongoing consultation and support through the next 12 months:

- Standardize, implement, and streamline social media best practices
- Design, launch, and maintain a monthly community newsletter
- Establish a forward-looking content calendar of positive City news, official City messages and business, and community news and events for distribution on social channels and to-be-launched community newsletter
- Overall assistance with general communications such as writing and distributing press releases

Other communications goals and objectives can be discussed and reviewed as the year goes on and needs arise during quarterly check ins.

Scope of Work

Standardize and implement social media best practices:

- Create a guide for best practices on the City's social media channels to facilitate how news should be conveyed to the City's residents.

    - This will include but is not limited to language, creating events and timeliness of event creating, cross posting of other accounts such as the Newburgh Police Department
- Increase positive engagement on City's Facebook page by working to reply to messages and comments in a timely manner
- Launch and/or formalize an official City Instagram account. Formalize City Planning Department Instagram account or merge it into an official City account.
- Re-establish regular posting on City Twitter account OR decide to discontinue Twitter use due to low following. Could also consider merging City Planning Department Twitter into official City account
- Formalize posting schedule of community news and urgent news
- Consider using a social media manager such as Hootsuite if not already in place for ease and consistency in posting

Design and launch a monthly community newsletter

- Research and choose a host for the newsletter
- Design and choose template format for newsletter
- Build newsletter audience through email capture on website, OR paid and organic calls to action on social media
- Write and build initial newsletters
- Formalize email schedule

Establish a forward-looking content calendar

- Keep track of and highlight new business openings, existing businesses, arts and culture events, community and faith events
- Collect and share positive coverage of the City from local and regional news outlets
- Aim to have a structured weekly/monthly content calendar to inform and feed City's social media as well as eventual community newsletter

Overall assistance with general communications

- Work with City employees to produce press releases and other communications as needed

Scheduling

		Deadline
Social Media Best Practices	Audit of existing channels; written guide of best practices; consultation, assistance, and training for posting content described in above scope of work.	Ongoing monthly through July 1, 2020
Launch + Maintain Monthly Newsletter	Research and development; building audience; formalizing schedule	Initial newsletter launch September 3, 2019; further newsletter consult ongoing monthly through July 1, 2020
Establish + Maintain Content Calendar	Building and curating content calendar to feed both social media and newsletter distribution channels as described in scope of work.	Initial monthly calendar launch September 3, 2019; further calendar consult ongoing monthly through July 1, 2020
General communications assistance		Ongoing through July 1, 2020
Monitoring reports	Review of what's been accomplished and done each month including social and newsletter analytics where appropriate	Monthly, on the first of the month
Quarterly goal check in and discussion	A review of the past three months of work plus any adjustments to strategy or work as needed for the months ahead	First one: October 1, 2019 Second one: January 3, 2020 Third one: April 1, 2020 Fourth one: July 1, 2020

Payment Schedule

The services defined in this proposal will be provided at a cost of $15,000 for one year in monthly installments of $1,250 due on the first of every month beginning August 1, 2019 with a final payment on August 1, 2020.

Payment Date	Service Period	Cost
August 1, 2019	July 1-31, 2019	$1,250
September 1, 2019	August 1-31, 2019	$1,250
October 1, 2019	September 1-30, 2019	$1,250
November 1, 2019	October 1-31, 2019	$1,250
December 1, 2019	November 1-30, 2019	$1,250
January 1, 2020	December 1-31, 2019	$1,250
February 1, 2020	January 1-31, 2020	$1,250
March 1, 2020	February 1-29, 2020	$1,250
April 1, 2020	March 1-31, 2020	$1,250
May 1, 2020	April 1-30, 2020	$1,250
June 1, 2020	May 1-31, 2020	$1,250
July 1, 2020	June 1-30, 2020	$1,250
August 1, 2020	July 1-31, 2020	$1,250

Total cost: $15,000

About AMK Media

Alexandra Rosario Kelly

With a background in digital media and communications, Alex has a decade-long career in writing, editing, social media, and content production for the web. Currently, she is the Senior Digital Editor for *Reader's Digest*, and has held senior digital editorial roles at *The Huffington Post* and *Hudson Valley Magazine*. Alex is also involved in social media, website maintenance, and digital marketing for both Liberty Street Bistro and Newburgh Flour Shop. At Liberty Street Bistro, Alex runs all special event marketing; website maintenance and SEO; and eblasts. At Newburgh Flour Shop, Alex runs all social media production; styles, shoots, and edits all product photos; produces eblasts; built a custom website and does all site maintenance and SEO; and facilitates marketing and supports sales growth for event and wedding cake program. Alex graduated with a bachelor's degree from New York University.

Next Steps

Elements of this proposal may be amended upon collaboration with the City of Newburgh, at the discretion of AMK Media. Your signature below indicates acceptance of this communications proposal.

_____

City Manager, City of Newburgh

June 2019

_____

Alexandra Rosario Kelly, Member, AMK Media LLC.

June 2019

RESOLUTION NO.: ___179____ - 2019

OF

JULY 8, 2019

A RESOLUTION SUPPORTING THE APPLICATION OF THE NEWBURGH URBAN FARM AND FOOD INITIATIVE TO THE NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION ENVIRONMENTAL JUSTICE COMMUNITY IMPACT GRANT PROGRAM FOR PROJECT KNOWN AS "PROMOTING HEALTH AND WELLNESS THROUGH URBAN AGRICULTURE/GARDENING IN THE CITY OF NEWBURGH"

WHEREAS, the Newburgh Urban Farm and Food Initiative (as a not-for-profit organization fiscally sponsored by the Community Foundation of Orange and Sullivan) is applying to the New York State Department of Environmental Conservation for a project grant under the 2018-2019 Environmental Justice Community Impact Grant Program to be located within the City of Newburgh, at sites located within the territorial jurisdiction of this City Council; and

WHEREAS, as a requirement of these programs, said Not-for-Profit Organization must obtain the "approval/endorsement of the governing body of the municipality in which the project will be located";

NOW, THEREFORE, BE IT RESOLVED, that the City Council of The City of Newburgh hereby does approve and endorse the application of Newburgh Urban Farm and Food Initiative for a grant under 2018-2019 Environmental Justice Community Impact Grant Program for a project known as "Promoting Health and Wellness through Urban Agriculture/Gardening in the City of Newburgh", and located within this community.

(Date of Adoption and Certification of Clerk)

DATE

NYS DEC Environmental Justice Community Impact Grant Program

RE: CFOS – Newburgh Urban Farm and Food Initiative
Promoting Health and Wellness Through Urban Agriculture/Gardening in the City of Newburgh

Dear Sir/Madam:

The City of Newburgh, NY enthusiastically supports the application of the Newburgh Urban Farm and Food Initiative (NUFFI) to the NYS DEC Environmental Justice Community Impact Program.

Since its inception in 2015, the City has been a strong partner in the development of NUFFI and the Downing Park Urban Farm. We believe the goals of the project are very much in line with the City's efforts to:

- Increase the functionality and impact of the Downing Park Urban Farm (DPUF) to serve as a "hub" for urban farming and education in the City of Newburgh as well as to provide fresh food to the City;
- Provide environmental and gardening resources and technical assistance to residents that will expand the number of Community Gardens; increase access to healthy food; and address ongoing food justice concerns in the City; and
- Engage youth and adults from targeted at risk populations to participate at DPUF or a Community Garden and offer workshops on gardening, cooking and nutrition.

We look forward to working closely with NUFFI and our community residents to rebuild our City's green infrastructure and build neighborhood and community cohesiveness.

If you have any questions about this program or the City's support of NUFFI please don't hesitate to contact me.

SAMPLE MUNICIPAL ENDORSEMENT

The Municipal Endorsement is for non-municipal projects located on municipal property and must accompany the completed application. (Acceptable municipal endorsement for use when applicant is not a municipality.)

Resolution No. _____

WHEREAS, the Newburgh Urban Farm and Food Initiative (as a not-for-profit organization fiscally sponsored by the Community Foundation of Orange and Sullivan) is applying to the New York State Department of Environmental Conservation for a project grant under the 2018-2019 Environmental Justice Community Impact Grant Program to be located within the City of Newburgh, at sites located within the territorial jurisdiction of this City Council; and

WHEREAS, as a requirement of these programs, said Not-for-Profit Organizaion must obtain the "approval/endorsement of the governing body of the municipality in which the project will be located",

NOW, THEREFORE, be it resolved that the City Council of The City of Newburgh hereby does approve and endorse the application of Newburgh Urban Farm and Food Iniiative for a grant under 2018-2019 Environmental Justice Community Impact Grant Program for a project known as "Promoting Health and Wellness through Urban Agriculture/Gardening in the City of Newburgh", and located within this community.
(Date of Adoption and Certification of Clerk)

P.O. Box 541, Newburgh, NY 12551 • NewburghUrbanFarmandFood@gmail.com
www.NewburghUrbanFarmandFood.org

NYSDEC Environmental Justice Community Impact Grant Goals

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. The Downing Park Urban Farm (DPUF) 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.

NUFFI is in the first of a five-year license agreement with the City of Newburgh to operate the DPUF.

The NYSDEC grant is up to $100,000 and can be spent over three years. We will request the three years and use the funds to help leverage other funds that will make our programs sustainable.

TITLE: Promoting Health and Wellness Through Urban Agriculture/Gardening in the City of Newburgh

Goal 1: Increasing the functionality and impact of the DPUF to serve as a "hub" for urban farming and education in the City of Newburgh.

- Provide best practice growing models for urban setting.
- Establish environmental practices: organic, no till, soil remediation, solar power.
- Develop year round Youth Urban Agriculture Program.

Goal 2: Providing environmental and gardening resources and technical assistance to the public that will expand the number of Community Gardens, increase access to healthy food and address ongoing food justice concerns.

- Provide essential resources needed to install a garden including bulk purchasing of garden materials, seeds and seedlings and tool sharing.
- Offer technical expertise with:
  - Securing sustainable land for gardens.
  - Helping to "green" blighted areas of the city and improve the City's green infrastructure.
  - Education of residents around the mitigation of lead and arsenic in possible garden lots.
  - Providing educational and employment opportunities especially for youth.
  - Linking gardens with related local health and food system projects.

Goal 3: Engage youth and adults from targeted at risk populations to participate at DPUF or a Community Garden and offer workshops on gardening, cooking and nutrition.

- Intergenerational program linking youth and older adults.
- After school programs.
- Summer Youth Employment Programs.

Community Partners:

- Existing Community Gardens – Currently there are 10 community and school gardens.
- Our Core, Inc. – non-profit organization working with marginalized youth in Newburgh.
- Hudson Valley Seed
- Newburgh Free Library
- Calvary Presbyterian Church
- OC Department of Health
- OC Cornell Cooperative Extension
- City of Newburgh
- Common Ground Farm
- Farm Tournant

RESOLUTION NO.: 180 - 2019

OF

JULY 8, 2019

A RESOLUTION AUTHORIZING THE CITY MANAGER
TO EXECUTE A CONTRACT WITH ONSOLVE, LLC
FOR CODERED ON-DEMAND NOTIFICATION SERVICES
FOR THE AMOUNT OF $28,500.00

WHEREAS, the City of Newburgh wishes to improve its ability to provide important alerts and notifications to its residents and stakeholders; and

WHEREAS, Onsolve, LLC has submitted an agreement to provide CodeRED on-demand notification services to the City of Newburgh; and

WHEREAS, the agreement is for a 3-year term at cost of $9,500.00 in each year for a total contract cost of $28,500.00 with funding in the first year to be derived from A.1680.453 in the amount of $4,750.00; F.8310.448 in the amount of $3,800.00; G.8120.448 in the amount of $475.00; and S.8160.448 in the amount of $475.00; and

WHEREAS, this Council has reviewed the attached agreement and has determined that executing same under the terms and conditions set forth therein 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 a contract for a 3-year term at a total cost of $28,500.00 with Onsolve, LLC to provide CodeRED on-demand notification services to the City of Newburgh.

ONSOLVE™

SERVICE AGREEMENT
CodeRED®

This Service Agreement (the "Agreement') by and between Provider (as defined below) and Customer (as defined below) is made as of ***the last date signed on Exhibit B*** (the "Effective Date").

SERVICE ORDER		
Provider Information: **("Provider")**	**Provider Name:** **Entity Type:** **State of Incorporation:** **Provider Address:**	**ONSOLVE, LLC** **Limited Liability Company** **Delaware** **780 W. Granada Boulevard** **Ormond Beach, FL 32174**
Customer Information: **("Customer")**	**Customer Name:** **Entity Type:** **State of Incorporation:** **Customer Address:** **Business Contact/Title:** **Phone:** **Email:**	City of Newburgh body politic New York 83 Broadway Newburgh, NY 12550 Joseph Donat/Interim City Manager (845) 569-7301 jdonat@cityofnewburgh-ny.gov

Please complete below if the Primary User is different from the Business Contact	
Primary User Name:	Nicholas Crispino/Information Systems Manager
Phone:	(845) 569-7326
Email:	ncrispino@cityofnewburgh-ny.gov

Unless otherwise specified on a Customer purchase order or below, Provider will send invoices to the Customer Business Contact address above.	
Customer Invoice Name:	
Attention:	
Address:	
City, State, Zip:	
Phone:	
Email:	
Preferred method of receiving invoices: ☐ Email ☐ US Mail	

DETAILED SERVICE DESCRIPTION	
Initial Term (commencing on Effective Date)	Three (3) Years
Renewal Term(s)	One (1) Year
CodeRED On-Demand Notification Service - Unlimited	
Annual Notification Subscription Fee:	$9,500.00
Initial Term Cost for Notification Service:	**$28,500.00**
Additional Features	
Commercially Available Data	Included
One (1) annual Provider-assisted traditional import for Customer data	Included
Annual Cost for all Additional Features:	Included
Initial Term Cost for all Additional Features:	**Included**
Annual Subtotal:	**$9,500.00**
Initial Term Subtotal:	**$28,500.00**
May be paid in installments:	
Year 1	$9,500.00
Year 2	$9,500.00
Year 3	$9,500.00

All amounts are stated in United States Dollars unless specifically indicated otherwise.

- GIS (Target Recipients by Geographic Location): **City of Newburgh, New York (the "Notification Area")**
- Up to **37,499** Recipients. A deviation above 10% in the number of Recipients shall result in increased pricing at Provider's then-current rates.
- Annual Notification Subscription Fee includes **Unlimited** Message Units per year for Notifications sent via phone, SMS text or email.
- Provider reserves the right to increase the fees for any Renewal Term in an amount not to exceed five percent (5%) of the prior Initial Term or Renewal Term (as applicable).

ATTACHMENTS: EXHIBIT A – GENERAL SERVICE DESCRIPTION, EXHIBIT B – TERMS AND CONDITIONS, EXHIBIT C – ACCEPTABLE USE POLICY

ONSOLVE, LLC

Signed:_____

Printed Name:_____

Title:_____

Date:_____

CITY OF NEWBURGH, NEW YORK

Signed:_____

Printed Name:_____

Title:_____

Date:_____

EXHIBIT A
GENERAL SERVICE DESCRIPTION – CODERED®

Description of On-Demand Notification Service: The Service is an on-demand alerting and response software-as-a-service (SaaS) for the Notification Area. Use of the Service is by subscription and does not require Customer to purchase, install or maintain any dedicated hardware or software. The Service allows any Initiator to send a single alert to thousands of Contacts simultaneously via a combination of familiar communication devices including the ability to capture real-time responses.

Customer can access and activate the Service using any of the following methods:

- *Web:* log in 24/7/365 at https://www.onsolve.com/login/ to send alerts or to modify your account.
- *Phone:* call (866) 939-0911 for live operator assistance 24/7/365.

Description of Service. With subscription, Customer receives:

- Up to the number of Message Units stipulated on Service Order of the Agreement, which can be used as described on the Service Order and in Exhibit B.
- Unlimited messaging via email and to the CodeRED Mobile Alert App.
- "Message Unit" means:
  - Sixty (60) seconds or less of connected call time in the Service. As an example, a call connected for ninety (90) seconds shall be equal to two (2) Message Units
  - SMS messages that are 140 characters in length. SMS messages over 140 characters in length are separated into multiple Message Units.
- Transaction Fee (as defined on Exhibit B) for unlimited Service (for refund purposes only, where applicable) is equal to $0.09. Transaction Fee for Message Unit-based Service is equal to the Overage Message Unit price set forth on the Service Order
- Unlimited Initiators (those with role-based ability to access and activate the Service).
- Unlimited groups within accounts: A group is an alert distribution list.
- Standard upgrades. Standard upgrades include all maintenance releases.
- For optional features purchased (e.g. Conference Bridge, Bulletin Board) up to the number of Message Units stipulated on Service Order of the Agreement.
- Absent separate purchase of Commercially Available Data from Provider, Customer is responsible to provide data for use in the Service, and Provider shall not be responsible for Customer's inability to use the Service due to Customer's delay in providing data.
- Customer may purchase professional services ("Professional Services"), such as installations, implementations, software testing, custom modifications, data services or international training sessions from Provider. Professional Services will be described in a separate statement of work.

Contact List Maintenance. Provider provides multiple ways for Customer to enter and maintain the Contact list at no additional charge:

- Community Notification Enrollment ("CNE") Page (public self-registration): Contacts may sign up on the CNE Page and enrollment information will be transferred to Customer. Customer acknowledges and agrees that Provider may notify such individuals that their data will be transmitted to Customer, and that the transmission of such data to Customer may render it public record and is subject to Customer's privacy policies. Customer agrees that it will be solely responsible for providing such privacy policies to these individuals and that Provider shall not be responsible for the individual contribution of contact information through the CNE page.
- Contact Group Enrollment Page (internal self-registration): Customer's internal Contacts may sign up on the Contact Group Enrollment Page and enrollment information will be transferred to Customer.
- Provider agrees that it will, upon termination of the Agreement and Customer's request, provided all Fees are paid in full, transmit in Provider's standard format any Community Notification Enrollment data received on or after the Effective Date and all Contact Group Enrollment data, one (1) time, to Customer at no charge.
- Traditional Import: For its initial population of the Contact list, Customer may supply Provider with a spreadsheet (flat-file format) of Contact list data. Customer Support will scrub (examine) the submission as a courtesy for discernible data exceptions, or errors in formatting or content that might interfere with the proper loading of data or use of the Service. Provider generally updates data provided via traditional import within two (2) business days after receipt of such data. Customer may utilize this traditional flat-file import no more than one (1) time per year at no additional cost, unless otherwise set forth on the Service Order.
- On-Demand Entry: Customer may enter or edit Contact data directly within the Service through the User interface.

Customer Support. Provider provides Customer with 24/7/365 live phone support at no extra charge. Customer may dial (866) 939-0911, or the local support number provided to you by Provider. At Provider's reasonable discretion, non-urgent after hours and off hours ("AHOH") inquiries may be deferred until conventional business hours to facilitate best handling.

Training. All training is customized and individual to the Customer. Provider training included with subscription at no extra charge:

- One (1) annual Initiator training session;
- Unlimited pre-recorded, web-based remote trainings
- New features training sessions; and
- Best practices feature training sessions (whenever applicable).

Provider Customer Support works with Customer to schedule training flexibly and to accommodate Customer's schedule. All training is conducted via Web meeting/conference call.

Customer may request additional sessions, or onsite training in lieu of Web-based training. Such training is billable at a base $1,500 day rate (minimum half day fee applies). For any onsite training, Customer is responsible for all of Provider's reasonable and pre-approved travel/lodging/incidental expenses.

Support Documentation. Service documentation appears online. In addition to other online help documentation, Customer may download/print the current version of the Provider User Guide at any time.

Description of Additional Features. Customer may purchase (if set forth on the Services Order):

- Commercially Available Data. Provider shall include commercially available data (the "Commercial Data") for use by Customer in the Service. Provider will perform Commercial Data updates 3 to 4 times per year. Commercial Data is subject to licensing requirements that do not permit Provider to transfer ownership to Customer.
- Foreign Message Translation. All Notifications must be input in English. Once specified, languages may not be changed, absent execution of an updated Schedule 1. ONLY those Users that have opted-in to the Service will receive their selected FMT. Translation is supplied by a third party and is AS-IS.
- CodeRED Weather Warning® ("CRWW") - Includes automated Notifications generated from severe weather bulletins issued by the National Weather Service ("NWS"). CRWW Notifications are sent by matching the geographic locations associated with Users against the geographic polygon(s) associated with severe weather bulletins issued by NWS. CRWW Notifications are automatically launched 24 hours a day in response to the issuance of NWS severe weather bulletins. ONLY those Users that have opted-in to CRWW will receive CRWW Notifications. Consent for opt-in is required as set forth in the Agreement. CRWW Notifications are not deducted from Message Units.
- Integrated Public Alert Warning System ("IPAWS") Submission App ("IPAWS App"). Permits Customer to submit Notifications to IPAWS. IPAWS Notifications may be reviewed by the Federal Emergency Management Agency ("FEMA") to determine appropriate dissemination. Initiators with access to the IPAWS App shall be authorized by FEMA to use IPAWS. In order to use the IPAWS App, Customer agrees to provide Provider, using best practices and secure means, with a copy of its IPAWS digital signature ("Signature") along with its associated keystore, Signature pass codes, application for IPAWS, and any other information reasonably requested by Provider. Customer authorizes Provider to use and keep such information on Provider's servers for the purpose of allowing Customer and Provider to access, use and test IPAWS through the IPAWS App. Customer acknowledges and agrees that: (a) the dissemination of Notifications through IPAWS is not guaranteed nor controlled by Provider, and is the sole responsibility of FEMA; (b) Provider shall not be responsible or liable for the failure of Notifications to be disseminated through IPAWS; and (c) IPAWS may include additional features which are not supported through the IPAWS App (eg. the receipt of messages) and Provider shall not be required to provide such additional features. IPAWS App Notifications are not deducted from Message Units.
- Bulletin Board. Bulletin Board allows Customer to record messages by dialing an interactive voice response system. Customer may promote its assigned number, and callers may call to listen to the prerecorded messages. Bulletin Board will capture the caller's spoken responses and/or keypress information and provide a report in the Service. Upon termination or expiration of the Agreement, Provider will retain any numbers provided. Message Units for Bulletin Board will be deducted in sixty (60) second increments. All incoming calls whether made for the purpose of recording or listening to Notifications will result in call time deduction.
- Conference Calling. Conference lines are available on a first come, first serve basis. Conference lines are supplied by a third party and are AS-IS. Message Units for Conference Calling will be deducted in sixty (60) second increments. Each line invited into the call will result in call time deduction.
- GIS Custom Map. GIS information must be in a standard format recognizable and electronically transferable to the Service. A full GIS map must be provided by Customer for hosting by Provider in order to be used in the Service.

Exhibit B
TERMS AND CONDITIONS

1. DEFINITIONS.

1.1. "Affiliate" means any entity which directly or indirectly controls, is controlled by, or is under common control with, a party to this Agreement, where "control" means the control, through ownership or contract, of more than 50% of all the voting power of the shares entitled to vote for the election of the entity's directors or members of the entity's governing body; provided that such entity shall be considered an Affiliate only for the time during which such control exists.

1.2. "API" means the application program interface for the Service.

1.3. "API Contacts" means an individual person whose information is stored in an external third party application database (not in the Service database) capable of only receiving and responding to Notifications. API Contacts are not permitted to log in to the Service. All API Contacts are included in Customer's total number of Contacts as set forth on the Service Order, whether or not they are transmitted to the Service.

1.4. "Applicable Law" means any domestic and/or foreign statute, ordinance, judicial decision, executive order, or regulation having the force and effect of law, including US-EU Privacy Shield (where applicable).

1.5. "Contact" means an individual person capable of only receiving and responding to Notifications and, if permitted, updating its own profile. Contact includes API Contacts.

1.6. "Content" means content, data, text, messages and other material contained in a Notification.

1.7. "Data Processing Addendum" means Provider's data processing addendum (if applicable) that is executed by the Parties under this Agreement.

1.8. "Documentation" means any official, applicable documentation that Provider provides to Customer (electronic or written) regarding the Service.

1.9. "EU or Swiss Personal Data" means Standard Personal Information of any European Economic Area (EEA) resident as defined under the General Data Protection Regulation (EU 2016/679)("GDPR") and any national laws implementing the GDPR, regulations and secondary legislation, or of any Swiss resident as defined under the Swiss Federal Data Protection Act and Data Ordinance 2017, each as amended or updated from time to time.

1.10. "Fees" means any fees due hereunder, including without limitation all Transaction Fees and Subscription Fees.

1.11. "Initiator(s)" means an individual person or application authorized to create and issue Notifications.

1.12. "Notification(s)" means messages issued by an Initiator through the Service, whether or not responded to by Contact.

1.13. "Sensitive Data" means any personally identifiable information relating to health/genetic or biometric information; religious beliefs or affiliations; political opinions or political party membership; labor or trade union membership; sexual preferences, practices or marital status; national, racial or ethnic origin; philosophical or moral beliefs; criminal record, investigations or proceedings or administrative proceedings; financial, banking or credit data; date of birth; social security number or other national id number, drivers' license information; or any other "sensitive data" category specifically identified under any Applicable Laws.

1.14. "Service" means Provider's software-as-a-service, Internet-based and accessed notification service to set up and send Notifications.

1.15. "Service Order" means the service order to which these Terms and Conditions are attached, which describes the specific Service to be provided to Customer.

1.16. "Standard Personal Information" means name, business contact details (work telephone number, cell phone number, e-mail address and office address and location), personal contact details (home telephone number, cell phone number, other telephone, e-mail address and physical address), geolocation, and employee ID or other non-identifying ID number.

1.17. "Subscription Fee" means the fees for access to and use of the Service, including any activation fees.

1.18. "Transaction Fee" means the fees for individual transactions of sending and/or receiving Notifications to and from devices.

1.19. "User" means, collectively, Initiator(s) and Contact(s).

2. SCOPE OF THE SERVICE.

2.1. Service. Subject to these Terms and Conditions (this "Agreement"), including the Exhibits attached hereto, Provider shall provide Customer with access to the Service in accordance with Provider's Documentation. Customer will not, and will not allow or assist any other entity to, sublicense, assign, transfer, distribute, rent or sell use or access to the Service, or remove, alter or obscure any product identification, copyright or other notices. Only Customer, its Affiliates' and their respective employees and agents may act as Initiators; all use of the Service by Customer, its Affiliates' and their respective employees and agents is subject to the restrictions set forth in this Agreement.

2.2. Ownership and Service Components. All rights not expressly granted to Customer herein are expressly reserved by Provider. The Service is and shall remain the exclusive property of Provider and its licensors. Customer represents and warrants it has the right and authority to provide Provider with the Content for use in connection with the Service and Provider agrees that Content shall be owned by Customer. Provider and its third-party providers shall have a royalty-free, worldwide, transferable, sub-licenseable license to use the Content to perform the Service. Provider may gather Service data for the purpose of optimizing the Service. This information includes data regarding memory usage, connection speed and efficiency. Users are subject to Provider's terms of service and privacy policy available on Provider's website, www.onsolve.com/privacy-statement. Customer shall not, and shall not allow or assist any other entity to, create derivative works, modify, decompile, disassemble, or otherwise reverse engineer or attempt to discover any source code or underlying ideas of any component of the Service, except to the extent that Applicable Law prohibits such restrictions. Customer agrees that any suggestions, enhancement requests, recommendations, or other improvements (collectively, "Feedback") provided by Customer to Provider may be incorporated by Provider into the Service. Feedback is provided without warranty of any kind. Customer grants Provider the right to copy, distribute, transmit, publicly display, publicly perform, reproduce, edit, translate, and reformat the Feedback, and the right to sublicense such rights to others. No compensation will be paid with respect to the use of Feedback.

2.3. Contact Limit. During the term of the applicable Service Order and for a period of one (1) year thereafter, Provider shall have the right (at its own expense, upon reasonable notice, and no more frequently than once per calendar year unless prior breach has been uncovered) to inspect the number of Contacts. If Provider determines that Customer has exceeded the licensed number of Contacts, Customer shall pay Provider for the additional Contacts and the costs of such review within ten (10) days of Provider's invoice.

3. PAYMENT AND TAXES

3.1. Payment. Customer shall pay the Fees as set forth on the Service Order to this Agreement without setoff or deductions, within thirty (30) days from the invoice date. Payment shall be in advance, excluding any Transaction Fees which will be billed in arrears. Unpaid balances will be subject to interest at a rate of one and a half percent (1.5%) per month or the highest rate permitted by Applicable Law, whichever is lower, commencing on the date that payment was due.

3.2. Taxes. In addition to the Fees, Customer agrees to pay any taxes (including any VAT or sales tax), whether foreign, federal, state, local or municipal that may be imposed upon or with respect to the Service exclusive of taxes on Provider's net income.

3.3. Message Surcharges. Provider will not be liable to Customer, to any Contact or to any other person for any charges or fees that arise from sending or receipt of a Notification using the Service, including as a result of increases in pass-through charges by telecommunications providers.

4. TERM AND TERMINATION

4.1. Term. Unless earlier terminated in accordance with the terms of this Agreement, the Initial Term of this Agreement shall begin on the Effective Date and continue for the period set forth on the applicable Service Order. Upon completion of the Initial Term, this Agreement shall automatically renew for successive renewal terms (each a "Renewal Term") as set forth on the applicable Service Order, unless either party provides at least thirty (30) days' written notice that the Agreement will expire at the end of the Initial Term or then-current Renewal Term.

4.2. Termination. If either party defaults in any of its material obligations under this Agreement and such default has not been cured within thirty (30) days after written notice of such default, or if either party makes an assignment for the benefit of creditors, files a voluntary petition in bankruptcy, is adjudicated bankrupt or insolvent, is subject to appointment of a receiver or is a party in any proceeding in any jurisdiction to which it is subject that has an effect similar or equivalent to any of the events mentioned, the non-defaulting party may immediately terminate this Agreement in addition to its other rights and remedies.

4.3. Suspension. Provider may suspend the Service: (a) effective immediately upon notice if Customer breaches any provision under Section 5 (Customer Obligations); or (b) if payment for any portion of the Fees is not received by Provider within fifteen (15) days after receipt of written notice that payment is past due. Such suspension shall not modify or lengthen the term of this Agreement or any then current Service Order, nor shall any rights or obligations hereunder be waived during the suspension period.

4.4. Effects of Termination. Upon termination or expiration of this Agreement (i) Provider will, upon written request of Customer, erase Customer data from the production servers controlled by Provider, except that: (a) any data stored on Provider's backup servers shall be deleted as soon as technically feasible, and in any event within ninety (90) days from deletion from production, and Provider agrees that it (1) shall discontinue processing such data; and (2) shall maintain the confidentiality of such data in accordance with this Agreement; and (b) Provider may retain report data (e.g., date/time of Notification and number of Notifications sent) necessary to support its billing and accounting records; (ii) Customer will immediately pay to Provider all amounts due and payable for Services delivered prior to the date of termination; (iii) Customer shall immediately cease all use of the Service and return or destroy all copies, extracts, derivatives and reflections of the Service, and, upon Provider's request, provide written notice that Customer has fully complied with this clause, and (iv) remedies for breach, rights to accrued payments and Sections 1 (Definitions), 2.2 (Ownership and Service Components), 2.3 (Contact Limit), 3. (Payment and Taxes), 4.4 (Effects of Termination), 5 (Customer Obligations), 6 (Confidentiality and Security), 8 (Indemnification and Responsibility), 9 (Limitation of Liability), and 10 (General) will survive. Upon termination of this Agreement for Customer's breach: (a) Customer will immediately pay to Provider all unpaid Fees that would become due under the then-current term if such termination did not occur; and (b) Provider shall retain any Fees paid to date. Upon termination of this Agreement for Provider's breach, Provider will refund an amount equal to the prorated amount of Fees paid for the remainder of the then current term, less any expenses for transactions completed prior to the date of termination, which shall be calculated based upon the Transaction Fees.

5. CUSTOMER OBLIGATIONS

5.1. Customer Obligations. The Service is subject to pass-through terms from certain telephony, facsimile, GIS and/or Short Message Service (SMS) vendors and as such, Provider may modify these terms upon thirty (30) days written notice to Customer if reasonably necessitated due to changes by the third-party providers. Failure to comply with these terms could result in the termination of certain critical services from Provider's vendors which would impact all of Provider's customers.

5.2. Acceptable Use Policy. Customer will use the Service in accordance with all Applicable Laws and the Acceptable Use Policy attached to the Agreement as Exhibit C.

5.3. Data Security. Customer acknowledges and agrees that Provider does not require or "pull" any specific data from Customer; that Customer controls which data and Content is input through the Service and which data is sent and to whom such data is sent; and that Provider only specifically tracks the privacy regulations of the United States, Canada, and the European Economic Area, Switzerland and Japan with respect to the Standard Personal Information and shall have no obligations with respect to privacy regulations in other countries or for other types of data. Accordingly: (i) Customer shall not under any circumstances, transmit or store any Sensitive Data to or through the Service; and (ii) Customer shall not transmit or store any EU or Swiss Personal Data to or through the Service unless: (a) Customer is certified under the US-EU Privacy Shield Framework and complies with the Privacy Shield's principles in connection with the protection and handling of its Standard Personal Information or Customer hereby represents to Provider that its protection and handling of Standard Personal Information is in compliance with the principles outlined in the US-EU Privacy Shield Framework, consisting of: Notice; Choice, Accountability

for Onward Transfer; Security; Data Integrity and Purpose Limitation; Access; Recourse; Enforcement and Liability; or (b) Customer has executed the Data Processing Addendum, and in such case Customer shall fully comply with the Data Processing Addendum. Provider is certified under the US-EU Privacy Shield Framework and complies with the EU-US Privacy Shield principles in its handling and processing of Standard Personal Information.

6. CONFIDENTIALITY AND SECURITY.

6.1. Confidential Information. During the course of this Agreement, each party may have access to confidential, proprietary or trade secret information disclosed by the other party, including, without limitation, ideas, trade secrets, procedures, methods, systems, and concepts, whether disclosed orally or in writing or stored within the Service, or by any other media ("Confidential Information"). Any information related to the Service, including Documentation, security information, and API information, shall be deemed to be Confidential Information of Provider, and any Content shall be deemed to be Confidential Information of Customer. Each party (the "Receiving Party") acknowledges that the Confidential Information of the other party (the "Disclosing Party") contains valuable trade secrets and other proprietary information of the Disclosing Party and that any such Confidential Information will remain the sole and exclusive property of the Disclosing Party. Each party will use Confidential Information only for the purpose of performing under this Agreement, restrict disclosure of Confidential Information solely to its employees and contractors with a need to know, not disclose such Confidential Information to any other entities unless required to perform the terms of this Agreement, and otherwise protect the Confidential Information with no less restrictive measures than it uses to protect its own confidential and proprietary information. Information will not be deemed "Confidential Information" if it: (a) is generally available to the public (other than through breach of this Agreement); (b) is received from a third party lawfully empowered to disclose such information without being subject to an obligation of confidentiality; or (c) was rightfully in the Receiving Party's possession free of any obligation of confidence at the time it was communicated to the Receiving Party. Notwithstanding the above, the Receiving Party will not be in violation of the confidentiality restrictions herein with regard to a disclosure that was in response to a valid order by a court or other governmental body, provided that the Receiving Party provides the Disclosing Party with prompt written notice prior to such disclosure where reasonably possible in order to permit the Disclosing Party to seek confidential treatment of such information. A Receiving Party shall promptly notify the Disclosing Party if the Receiving Party becomes aware of any misuse or unauthorized disclosure of Confidential Information.

6.2. Security. Provider has put in place commercially reasonable information security procedures designed to protect and prevent unauthorized access to Content and Contact data. Provider will only process Content in accordance with the terms and conditions of this Agreement and Customer's instructions. Provider's security procedures include physical security, network security, hosted/data security and web security. Provider may modify its security procedures from time to time in accordance with changes to industry standards, but only in a manner that retains or increases the stringency of Provider's security obligations.

7. REPRESENTATIONS AND DISCLAIMER

7.1. Mutual Representations. Each party represents and warrants that: (i) it has the full corporate right, power and authority to enter into this Agreement, to grant the rights granted hereunder and to fully perform its obligations under this Agreement; (ii) the execution of this Agreement by such party, and the performance by such party of its obligations hereunder, does not and will not violate or conflict with any agreement to which such party is a party or by which it is otherwise bound; and (iii) when executed and delivered by such party, this Agreement will constitute the legal, valid and binding obligation of such party, enforceable against such party in accordance with its terms.

7.2. Additional Provider Representations. Provider represents and warrants that: (i) the Service will conform in all material respects to Applicable Law, Provider's Documentation; and (ii) all customer support, training and other services to be performed hereunder shall be performed in a professional and workmanlike manner consistent with industry standards.

7.3. Disclaimer. Provider makes no representation, warranty or guaranty, that the Service will work with, or be supported by, all protocols, networks, operating systems or environments; will be error-free; or that all Notifications will be delivered. Customer acknowledges and agrees that the Service is provided on a best efforts basis and is not designed, intended, authorized or warranted to be suitable for hosting life-support or EMT-based applications or other critical applications where the failure or potential failure of the Service can cause injury, harm, death, or other grave problems, including delays in getting medical care or other emergency services, and that any use of the Service to support such applications is fully at Customer's risk and Customer acknowledges that Provider will not have any liability for issues related to such use. EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS AGREEMENT, THE SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTY OF ANY KIND. PROVIDER EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY OR OTHERWISE, REGARDING THE SERVICE, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

8. INDEMNIFICATION AND RESPONSIBILITY

8.1. Provider General Indemnification. Provider will defend, indemnify, and hold harmless Customer and its employees ("Customer Indemnitees") from and against any and all third party actions, losses, awards, liabilities, claims, expenses, damages, settlements, fees, penalties and costs of every kind and description, including reasonable legal fees and government regulatory fines (collectively, "Losses"), arising from: (i) any gross negligence or willful misconduct by Provider; or (ii) any breach of Section 6 by Provider.

8.2. Provider IP Indemnification. Provider will defend, indemnify, and hold harmless the Customer Indemnitees from and against all Losses arising out of a claim that the Service directly infringes a copyright or patent issued as of the Effective Date, or other intellectual property right of a third party. The foregoing obligation of indemnification does not apply where: (a) Customer's use of the Service is not in compliance with the terms of this Agreement; (b) Customer has modified the Service or any part thereof without Provider's express, written authorization; (c) Customer has combined the Service with software, hardware, system, data, or other materials not supplied or authorized by Provider where the infringement or misappropriation relates to such combination, unless Provider expressly authorized such combination or the combination was provided for in the Documentation; (d) the Loss is as a result of Content or Contact data; or (e) Customer continues use of the Service after being provided modifications that would have avoided the alleged infringement. In the event Provider believes that

the Service is, or is likely to be, the subject of an infringement claim, Provider may, at its option, (1) procure for Customer the right to continue using the Service under this Agreement, (2) replace or modify the Service so that it becomes non-infringing but substantially equivalent in functionality and performance, or (3) if neither clause (1) or (2) are feasible in spite of Provider's reasonable efforts, terminate this Agreement and refund a prorated portion of the Subscription Fees based on the days left in the Initial Term or then-current Renewal Term, less any expenses for usage accrued prior to the date of termination. The foregoing obligations are Provider's only obligations and liability in connection with infringement by the Service.

8.3. Customer Indemnification. Customer agrees to indemnify, defend and hold harmless Provider and its Affiliates, licensors and suppliers from and against all Losses arising out of: (i) Customer's breach of Sections 5 and 6; (ii) third party claims that Customer's Content infringes on any intellectual property rights; or (iii) Customer's gross negligence or willful misconduct.

8.4. Indemnification Procedures. Each party seeking indemnification hereunder shall provide the other party with: (i) prompt written notice of any claim for which indemnification is sought; (ii) complete control of the defense and settlement of such claim; and (iii) reasonable assistance and cooperation in such defense at the indemnifying party's expense. In any proceeding the indemnified party shall have the right to retain, at its expense, its own counsel. Notwithstanding the foregoing, the indemnifying party may not enter into a settlement of a claim that involves a remedy other than the payment of money by the indemnified party (which amounts must be subject to indemnification by the indemnifying party) without the indemnified party's written consent.

9. LIMITATION OF LIABILITY

9.1. Limitation on Liability. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EXCEPT WITH RESPECT TO BREACH OF SECTION 5.2 or Section 5.3 (CUSTOMER OBLIGATIONS) OR SECTION 6 (CONFIDENTIALITY AND SECURITY) OR ANY OBLIGATIONS UNDER SECTION 8 (INDEMNIFICATION AND RESPONSIBILITY): (a) IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY OR ANY OTHER PERSON FOR ANY LOSS OF DATA, REVENUES, PROFITS OR OTHER ECONOMIC ADVANTAGE, OR ANY INCIDENTAL, INDIRECT, CONSEQUENTIAL, SPECIAL, PUNITIVE, EXEMPLARY OR OTHER SIMILAR DAMAGES OF ANY KIND OR NATURE, (HOWEVER ARISING, INCLUDING NEGLIGENCE) ARISING OUT OF, OR IN ANY WAY CONNECTED WITH, THE SERVICE OR THIS AGREEMENT, EVEN IF THE PARTY FROM WHICH DAMAGES ARE BEING SOUGHT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES; AND (b) IN NO EVENT SHALL THE CUMULATIVE LIABILITY OF EITHER PARTY, ITS AFFILIATES AND ITS AND THEIR DIRECTORS, OFFICERS, EMPLOYEES AND AGENTS EXCEED THE FEES ACTUALLY PAID OR PAYABLE UNDER THIS AGREEMENT DURING THE TWELVE (12) MONTHS OF SERVICE PRIOR TO THE DATE ON WHICH SUCH CLAIM AROSE. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EXCEPT WITH RESPECT TO GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, IN NO EVENT SHALL PROVIDER'S TOTAL CUMULATIVE LIABILITY FOR ANY BREACH OF SECTION 6 (CONFIDENTIALITY AND SECURITY) EXCEED THREE TIMES (3X) THE FEES ACTUALLY PAID BY CUSTOMER UNDER THIS AGREEMENT DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE DATE FIRST NOTICE IS PROVIDED BY CUSTOMER REFERENCING THE RELEVANT CLAIM HEREUNDER. Customer understands and agrees that the limitation of liability in this Agreement for Provider is reasonable and that Provider would not enter into this Agreement without such limitations.

10. GENERAL

10.1. Force Majeure. Neither party shall be responsible for delays or failures of performance resulting from acts beyond the reasonable control of such party, including acts of God, acts of war, riots, acts of terror and other acts or omissions of third parties such as interruptions, delays, or malfunctions of service by third-party service providers.

10.2. Dispute Resolution. Except for injunctive relief sought by either party, the parties agree to cooperate and escalate any dispute or controversy ("Dispute") arising out of or related to the performance of this Agreement or any Service Order to each party's business managers, who will meet and work in good faith to resolve each Dispute within ten (10) business days after receiving notification of the Dispute. If the business managers are unable to resolve the Dispute, either party may escalate the Dispute to the next highest level of management for resolution. If the Dispute remains unresolved thirty (30) days after referral to the next highest level of management within each party, either party may bring suit in a court of competent jurisdiction. This Section shall survive the expiration or termination of this Agreement for any reason. If either party engages attorneys to enforce any rights out of or relating to this Agreement, the prevailing party in any action to enforce or interpret this Agreement shall be entitled to recover any and all costs and expenses of any nature including attorneys' and experts' fees and costs.

10.3. Publicity. For the duration of this Agreement, Provider may use Customer's name and logo on the Provider web site and in Provider's collateral marketing materials identifying Customer as a purchaser of the Service. If Provider's expected use of Customer's name and/or logo includes more than basic identification of Customer, Provider shall provide Customer with a copy of such content for approval, such approval not to be unreasonably withheld.

10.4. Survival of Terms. The rights and obligations of either party that by their nature would continue beyond the termination or expiration of this Agreement shall survive termination or expiration of this Agreement. For example, the provisions of this Agreement regarding indemnification and/or limitation of liability shall survive termination of this Agreement as to any cause of action arising under the Agreement.

10.5. Independent Contractor. Provider's relationship with Customer shall be that of an independent contractor, and nothing in this Agreement shall be construed to create a partnership, joint venture, principal-agent, or employer-employee relationship. Neither party will have or represent that it has the right, power or authority to bind, contract or commit the other party or to create any obligation on behalf of the other party.

10.6. Severability. If any term or provision of this Agreement or the application thereof is to any extent held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each term and provision hereof shall be valid and enforced to the fullest extent of the law.

10.7. Entire Agreement. This Agreement constitutes the entire agreement and understanding between Customer and Provider with respect to the subject matter hereof and supersedes all prior and contemporaneous verbal and written negotiations, agreements and understandings, if any, between the parties. This Agreement cannot be modified except by a writing signed by an authorized representative of each party. The terms of this Agreement shall take precedence over any conflicting terms in purchase or procurement documentation, such as a purchase order, acknowledgement form, or other similar documentation and any pre-printed terms and conditions on or attached to Customer's purchase orders or invoices will be of no force or effect. The failure of either party to enforce any provision of this Agreement, unless waived in writing by such party, will not constitute a waiver of that party's right to enforce that provision or any other provision of this Agreement.

10.8. Notice. All notices and consents required or permitted under this Agreement must be in writing; must be personally delivered or sent by registered or certified mail (postage prepaid), by overnight courier or other nationally recognized carrier, or by facsimile (receipt confirmed), in each case to Provider's address on the Service Order, Attn: Legal, and to Customer's Business Contact on the Service Order, and will be effective upon receipt. Each party may change its address for receipt of notices by giving notice of the new address to the other party.

10.9. Counterparts. This Agreement may be executed in facsimile and in counterparts.

10.10. Export Compliance. The Service and other Provider technology, and derivatives thereof may be subject to export laws and regulations of the United States and other jurisdictions. Customer represents that it is not named on any U.S. government denied-party list. Customer will not permit any User to access or use the Service in a U.S.-embargoed country (currently Cuba, Iran, North Korea, Sudan or Syria) or in violation of any U.S. export law or regulation, and will not permit any U.S.-sanctioned persons or entities to act as Users.

10.11. U.S. Government End Users. As defined in FAR section 2.101, DFAR section 252.227-7014(a)(1) and DFAR section 252.227-7014(a)(5) or otherwise, *all software* and accompanying documentation provided in connection with this Agreement are "commercial items," "commercial computer software," and or "commercial computer software documentation." Consistent with DFAR section 227.7202 and FAR section 12.212, any use, modification, reproduction, release, performance, display, disclosure or distribution thereof by or for the U.S. Government shall be governed solely by the terms of this Agreement. Customer will ensure that each copy used or possessed by or for the government is labeled to reflect the foregoing.

10.12. Assignments. Neither party may assign this Agreement without the prior written consent of the other party, except to an Affiliate or an entity that acquires all or substantially all of its business or assets, whether through merger, reorganization or otherwise. Any assignment in violation of the foregoing shall be void and of no effect.

ONSOLVE, LLC	CITY OF NEWBURGH, NEW YORK
Signed:_____	Signed:_____
Printed Name:_____	Printed Name:_____
Title:_____	Title:_____
Date:_____	Date:_____

Executed for Exhibits B and C

EXHIBIT C
ACCEPTABLE USE POLICY

1. General Terms.

1.1 All Content is Customer's sole responsibility. Customer is solely responsible for the integrity and quality of the Content. Customer shall be responsible for, and under no circumstances will Provider or its Affiliates or any of their licensors or suppliers be responsible, for any loss, damage or liability arising out of any Content, including any mistakes contained in the Content or the use or subject matter of the Content. Further, Customer is responsible for: (i) any Notifications that are sent through its accounts (other than if caused by the Service itself or breaches by Provider); (ii) all Fees accruing from the use of the Service through its account, whether by its Affiliates and its and their employees and consultants; and (iii) all actions of its Affiliates, and its and their employees consultants, as if such actions had been conducted by Customer.

1.2 Customer shall be responsible for procuring any necessary consents or having other legal basis to contact Contacts with respect to the provision of any data transmitted through the Service.

1.3 Customer shall use any data it uploads into the Service in accordance with any and all restrictions applicable to such data and all Applicable Laws.

1.4 Customer will use and permit its Users to use the Service in accordance with this Agreement and all Applicable Laws, including the Telephone Consumer Protection Act, Fair Debt Collections Practices Act, Federal Communications Commission ("FCC") or Federal Trade Commission ("FTC") rules or regulations and any and all other Applicable Laws related to pre-recorded telephone and/or text messages and the use of automated dialing equipment.

1.5 Customer will include, at the beginning of each Notification, its official business or government name. Customer will include, at the end of each Notification, a telephone number for Customer.

1.6 Customer will not send any Notifications to mobile devices owned by a Contact unless Customer has obtained such Contact's "opt-in" consent to receive, or Customer has other legal basis to send such Contact, pre-recorded, telephone and text Notifications using automated dialing equipment.

1.7 Customer must provide Contacts with a simple mechanism for opting out or unsubscribing from receiving Notifications, including information on how to "opt-out" or unsubscribe.

1.8 Customer will not send Notifications to phone numbers that are emergency numbers and/or other numbers that may not be called using automated dialing equipment under Applicable Law.

1.9 Customer's total Notifications to an individual Contact will not exceed an average of one (1) Notification per day (via any contact method), absent an emergency or a specific use case for the Contact. Should Customer exceed this fair use, the parties will meet to discuss the reasons, review best practices and determine if an adjustment to Customer's Service plan is necessary. Due to vendor requirements for ensuring Notifications sent by the Service are not blacklisted, Customer shall adhere to this fair use policy.

1.10 Customer will not send any Content that it knows, or has reason to know: (i) infringes another's rights in intellectual property; (ii) invades any privacy laws including without limitation another's right to privacy and/or any privacy policies of Customer or any third-party; and/or (iii) justifies a complaint to the FCC and/or FTC.

1.11 Customer will not, and will not permit its Users or any third parties to: (i) engage or facilitate any unethical, deceptive or misleading practices in connection with the use of the Service; (ii) use the Service in connection with any telemarketing, solicitations, donations, sales, spamming or any unsolicited messages (commercial or otherwise); and/or (iii) provide Content to be transmitted in the Service which: (a) is defamatory, libelous, obscene, pornographic, or is otherwise harmful; (b) promotes violence, discrimination, illegal activities, gambling, alcoholic beverages, guns or tobacco; and/or (c) contains or otherwise links to viruses, worms, cancelbots or any other harmful code or computer programs designed to disrupt the functionality of any computer software or hardware or telecommunications equipment.

1.12 Customer may send SMS Texts in text format only.

1.13 Customer acknowledges and agrees that Notifications may not be delivered to the phone if not in range of a transmission site, or if sufficient network capacity is not available at a particular time. Even within a coverage area, factors beyond the control of the carrier may interfere with message delivery, including the Customer's equipment, terrain, proximity to buildings, foliage, and weather. Customer acknowledges that urgent Notifications may not be timely received and that the carrier does not guarantee that messages will be delivered.

1.14 Customer acknowledges that Provider may block Notifications (e.g., based on instructions from Contacts, carriers, aggregators, government agencies, etc.).

1.15 Customer agrees to maintain all security regarding its (and its Users') account ID, password, and connectivity with the Service. If Customer's account ID or password are stolen, or otherwise compromised Customer is obligated to immediately change the password and inform Provider of the compromise.

RESOLUTION NO.: _____181_____ - 2019

OF

JULY 8, 2019

A RESOLUTION AUTHORIZING THE SETTLEMENT OF A QUIET TITLE ACTION RELATED TO PROPERTY AT 109 SOUTH WILLIAM STREET (SECTION 45, BLOCK 4, LOT 5) IN AN AMOUNT NOT TO EXCEED $10,000.00

WHEREAS, by Resolution No. 211-2018, the City of Newburgh authorized the City Manager to execute a site development agreement for the transfer and redevelopment of property located at 109 South William Street (Section 45, Block 4, Lot 5) (the "Property") to BOM Newburgh, LLC (the "Developer"); and

WHEREAS, the Developer has been unable to obtain a policy of title insurance due to the general business practices of title companies; and

WHEREAS, in order to assist the Developer in obtaining a policy of title insurance, the City commenced an action pursuant to Article 15 of the Real Property Actions and Proceedings Law ("RPAPL"); and

WHEREAS, the City's RPAPL Article 15 action can be resolved expeditiously in order to proceed to a closing of title to the Property; the same being 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 is hereby authorized to settle the outstanding litigation in an amount not to exceed Ten Thousand and 00/100 dollars ($10,000.00).

RESOLUTION NO.: __182_ - 2019

OF

JULY 8, 2019

A RESOLUTION TO AUTHORIZE THE COMMENCEMENT OF LITIGATION OR RATIFY THE COMMENCEMENT OF PENDING LITIGATION AGAINST HEADSUP PENNY, INC.

BE IT RESOLVED, by the Council of the City of Newburgh, New York, hereby authorizes the commencement of litigation and/or ratifies the commencement of pending litigation against Headsup Penny, Inc. with respect to the provision of water services.