A regular meeting of the City Council of the City of Newburgh was held on Monday, February 25, 2019 at 7:00 PM in the third floor Council Chambers at City Hall, 83 Broadway, Newburgh, NY.

Moment of Silence (Prayer)/ Momento de Silencio (Rezo)

Pledge of Allegiance/Juramento a la Alianza

Roll Call / Lista de Asistencia

Present: Mayor Torrance Harvey, presiding; Councilman Grice, Councilwoman Mejia, Councilwoman Monteverde, Councilman Sklarz, Councilwoman Sofokles-6
Absent: Councilwoman Rayford- 1

COMMUNICATIONS

Approval of the minutes of the meeting of February 11, 2019

Councilwoman Sofokles moved and Councilman Grice seconded.
Ayes: Grice, Mejia, Monteverde, Skarlz, Sofokles, Harvey - 6
Carried

City Manager Update/ Gerente de la ciudad pone al dia a la audiencia de los planes de cada departamento

Interim City Manager Joseph Donat highlighted some key issues in the city departments.

Water Department and Public Works- there were five (5) water main breaks that have been efficiently addressed and returned to service. The roads have become somewhat of an issue due to the weather; but, DPW continues to work hard day in and day out. So far, the department has used over forty-five (45) tons of asphalt over the last month, and the problem areas continue to be addressed daily.

Recreation Department- summer camp registration is now open for Grades 1 through 6. Seasonal jobs are available for positions at the Aquatic Center, summer camp, and other positions in maintenance. A championship game for the Winter Basketball League is scheduled for March 2nd at Sacred Heart School. The department has submitted a grant application for renovation of the baseball field. Councilman Grice has been involved in the grant application. Donat hopes to be able to provide an update on that application in April.

The Assessor's Office wants to remind everyone that the March 1st deadline for the tax exemptions is fast approaching.

Civil Service- the Director of Human Resources exam has been cancelled; but, it won't deter the city from finding the right person to fill that role. He hopes to have it filled in the near future. Ms. Mills has accepted twenty-six (26) resumes for the Plumbing Inspector position, and seventeen (17) resumes for the Neighborhood Stabilization Coordinator. They are reviewing them as we speak.

Comptroller- Todd has been working with his team to fill a number of vacancies that exist in the department. He has been working diligently to provide a number of past due reports to the State. Donat stated that he is working closely with Todd to identify funds

to be able to provide raises for the Non-Bargaining Unit. He pointed out that raises would be retroactive for the year 2019.

Codes Department- the department has reviewed two hundred forty (240) permit applications, and it has performed one thousand (1000) inspections. A number of violations and complaints have been issued and filed, as well.

Fire Department- work at the West End firehouse is ongoing, but is almost complete. The Air National Guard and Town of New Windsor fire departments have offered their assistance, by allowing us to store some of our equipment at their locations temporarily during this ordeal, which is almost over.

Police Department- the department received over three thousand (3000) calls for service, which is about a 4% decrease compared to last year. Yet there has been an increase in officer-initiated activity. A new call type has been created to log graffiti, which is frequently associated with gang activity throughout the city. January totals are well below the five year average. The PD does amazing work every day. In the next coming weeks Donat plans to highlight some of the exemplary work that the PD performs in the course of the weeks in between these meetings.

Mr. Donat concluded his report at this time.

PRESENTATIONS

Public Hearing - proposed local law adding Chapter 276, Article II "Smoking, Outdoor"

Megan Dubois-O'Connor spoke on behalf of Power Against Tobacco. She thanked the Mayor and city council for taking the time to listen to her presentation previously. She appreciates Councilman Grice for championing the policy. She noted the importance of this being an inclusionary policy, which is one of the strongest she has seen in Orange County. She appreciated Ms. Kelson for all of her help in creating the policy. The City of Newburgh has a high cancer and asthma rate in the county. It sends a correct and healthy message for our city.

Chris Mazzeo spoke on behalf of Power Against Tobacco. She works directly with the youth, who have been educating community members and their peers about the benefits of tobacco-free parks. It is scientifically proven that the more tobacco that children see, the more likely they are to use it. We have amazing and beautiful parks in the City of Newburgh, and the kids should be able to enjoy outdoor space free from second hand smoke. She thanked the council for its hard work.

Michelle Basch asked the council how it plans to enforce this, and what are the penalties for it?

Sheila Murphy asked the council if they pass this tonight, does it give people the right to smoke inside their own home. Many people who live in apartment buildings are affected by second hand smoke. She asked who is being targeted. Will it be more African-Americans that live in this city, because they do the most smoking? She would like some more details.

The public comment portion of the public hearing was closed at this time.

Council Comments on the Public Hearing

Michelle Kelson stated that enforcement has always been a challenge for the City of Newburgh. It is something that is going to take a concerted effort on the operational departments, most likely falling under the auspices of the police department. They have a lot of work already on their plates, and she does not want to minimize the public's comments because they are valid. A number of local laws and ordinances have already been passed, and the penalties are set forth in the statute directly. They are proposed to be a progressive set of penalties, enforceable through a city court process. The council is not going to be vote on it this evening. This is going to be placed on the next work session agenda.

Councilman Grice understands and appreciates the concerns. The legislation is not targeting one specific group. Yet when we have the highest asthma rate in Orange County, he supports this resolution wholeheartedly. Working with Power Against Tobacco, we will have some signage and garbage receptacles on the outer edges of those public spaces. We are simply asking people to be respectful of the children and those sensitivities, as well as people who may not want to smell smoke.

Mayor Harvey remarked that he suffered with asthma and second hand smoke affected much of his childhood. As a kid he didn't understand the effects of carcinogens left in the draperies and furniture by cigarette smoke. He appreciates Councilman Grice and the collaborative efforts of Power of Orange in working together to become a greener, safer and cleaner city. Enforcement is a challenge; but, at the same time it will be something on the law books as a potential issue if a person chooses to engage in activity in the wrong place.

Councilwoman Monteverde pointed out that HUD-funded apartment buildings now have no-smoking policies, and they are being enforced in the lease agreements. People can be evicted if found in violation of their lease agreements. These policies are working, and it took some time to get there, but, hopefully people will enforce it as a community, and say, "Please don't smoke here, there are children playing here."

Councilwoman Sofokles stated that the main idea of it is for parks. It does not apply to privately-owned businesses.

Councilwoman Mejia commented that we need to have proper signage associated with the area, so that people know where they can and can't smoke. Also there are smoking cessation programs available for residents, especially as HUD has partnered with Freedom From Smoking.

There were no additional comments at this time.

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

Ron Truncali, Pastor Emeritus of Hudson Valley Christian Church stated that he intended to say a prayer tonight. He disagrees with the opinion to do away with Prayer at the meetings. He prayed publicly.

Tammie Hollins asked the council why we can't have a public hearing for the marijuana that is being smoked on public streets. If we are going to attack the tobacco issue, then we should attack the marijuana issue too. No one has addressed it, and the people are smoking every day and everywhere. It is still an illegal drug.

Holly Mosseau spoke on behalf of the Broadway River District Neighborhood Association. She thanked the council for attending their meetings and being receptive to their ideas. The group had come before the council requesting speed bumps on various streets in the area of East Parmenter. It is now 2019 and there are still no speed bumps. The kids are playing in the streets because there is nowhere else for them to play. People are still flying down the streets, and nothing has changed.

Shelly Starkey announced that she planned to hold a City of Newburgh Revival on April 20th, 2019 for the entire city. The event was birthed out of the death of a young woman from a recent drug overdose, and the need to heal as a community. There are a lot of wonderful organizations that offer preventative services, and the idea is to get everybody under one umbrella. Starkey stated that she is here to beg on the city's mercy for its insurance, if the Salvation Army won't cover it.

Mayor Harvey remarked that there may be a way for Starkey to partner with existing organizations in the city, and they may be able to put up the insurance for the event. He will help make phone calls to see what can be done.

Mr. Donat pointed out that the insurance is a critical piece of all the permits that the city issues.

Juan Ruiz spoke in support of Starkey. Anything that brings community awareness and the power of togetherness should receive support. He requested the same support from the council.

Sheila Murphy stated she does not mean to be the Devil's Advocate, because she feels that Newburgh is doing some really good things for the community. Since the prayer is a big issue in the city, why can't it be placed on the ballot, like it was done with the ward system? The parking is problematic on Clinton street, and she asked if they could have a permit system like the residents have on Dubois Street. The intersection at Catherine Street and Liberty Street is dangerous, and her car almost got hit coming out of that intersection. Murphy spoke about the public comment period. She stated that now the public only gets three minutes to speak instead of six minutes. Lastly, she stated that we have an issue with African-Americans being targeted and police profiling people in certain areas. Let's not get sidetracked by the tobacco. What about our sidewalks and streets that people walk on daily and get hurt on daily? We have a lot of other issues that need to be addressed, such as the water.

Ignacio Acevedo spoke in support of the Municipal IDs. He and the community would like to know where the council is with this process. The community would like to know how it can lend its support to the council and participate in city government. Acevedo thanked the city for its support of the Municipal IDs.

Mayor Harvey responded that the Municipal IDs needs to be on the agenda for March.

Kippy Boyle remarked. She noticed that Danskammer is off the table tonight; but, smoking cigarettes is on the table. She does not understand why it is so hard to tell the State that we are against a fracked gas project that is bad for the air and bad for our health. She stated that she is prepared to pay the city $750, because that is the cost of the license agreement with the Cornwall kayak company for six months use of the landing. She has not seen their deliverables for last year, or anything from a marketing point of view that is going to bring any benefit to our city.

Tamsen Hollow is disappointed that Danskammer is not on the schedule tonight. She invited people to attend tonight to hear the city lodge an official objection to the project. She asked the council what is the state of play with the Department of Defense for remediating the PFOS in our watershed.

Chris Mazzeo stated that anger and resentment about the tobacco should be directed toward the tobacco industry for what they have done for decades. The companies target their products toward minorities, women and children. Policies that protect our children are needed. This may be a small step in our city, but this is only the beginning. She thanked the council for all of the work that it is doing.

Joseph Chernek commended the city for clearing the streets nicely in his neighborhood during the last couple of snow storms. He is glad to hear that the tennis courts at Colonial Terrace are slated to be refurbished. Next, he feels that the city should take a non-stance on Danskammer. He lived Upstate New York for three years, and that was Ground Zero for fracked gas. Chernek feels that we should go with renewable energy options instead, if we are going for a clean and green city. He would like to get rooftop solar panels on his home, yet he lives in the Historic District, and wanted to know if it could be done. Perhaps the school district property on West Street could be a target area for the City cleanup. There is a toilet bowl and a lot of other garbage sitting there. Last, he mentioned he took a walk at Crystal Lake and the area is beautiful.

Michelle Basch thanked Councilwoman Sofokles for clarifying the proposed legislation. She still feels that enforcement is going to be a challenge, so we should look at what we can enforce. Basch stated there is a way to use solar panels in the historic district, it just has to be done in a way that conforms to the requirements of the ARC. All of the rules and regulations of the ARC are listed on the website. She pointed out that there are so many things that we can do in this city to bring tourism and funds. Let's stop spending, and let's bring in enterprise with the resources we have.

Tom Roberts commented. He felt that the public should be told what is going on with the Danskammer project. Also he does not understand why they are not getting regular updates on the PFOS situation by the new city manager. Last, he does not know how we are going to enforce the tobacco regulation when we can't even enforce the parking meters.

This portion of the meeting was closed.

Shelly Starkey
8 hrs ·

SAVE THE DATE!!! ♥ ♥ ♥
We are planning an Event and we're calling it,
"City of Newburgh Revival"
It will be held on Saturday, April 20th from 2-6:00pm in the Delano Hitch Recreation Park in the City of Newburgh (near the basketball courts - facing the Newburgh Armory Unity Center)
This is still a work-in-progress - but I can tell you we will have food, music and fun. There will be offerings from the community services available in Newburgh. I have contacted the following organizations and non-profits to represent & offer information for anyone in need: Cornerstone Healthcare, YAP, Safe Harbors, The Salvation Army of Newburgh, and many more.
This all began when another life was tragically ended by drug abuse in the City of Newburgh. If you or someone you know has been affected by drug abuse, please feel free to share a photo/brief story and we will hang those in a Memorial area.
We would like this to be a peaceful, loving event. All are invited to attend.
We are arranging w/ Visconti Bus Company for transportation from South Jr. Highschool - pick up and drop off for elderly and those w/ young children.
As more details come together, I will post them.
We are "Under the Same Wing" ♥

Disciples of Grace, M/M , Damian DePauw, Jeff Mitchell, Maritza Calderon-Caballero Lissette Martinez Born 2X We Are Newburgh Love/Peace/Unity

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

Councilman Grice pointed out that this is his 24th year as a member of the Alpha Phi Alpha Fraternity, and he is very proud of that. He stated he needed to look into the kayak issue further. He wants to look at the affordability of the activity for residents, as far as the rental charge is concerned. Policies don't happen overnight, and it takes a lot of hard work and collaboration. He pointed out that the council has been discussing the tobacco issue long before Danskammer came to light. He stated that they intended to enforce tobacco, as they intend to enforce anything else. It is on the books, so we CAN enforce it. He stated publicly that he is against Danskammer. Yet he feel that the respectful thing to do is request further information before moving forward on it. He has always been on the side of our environment.

Mayor Harvey updated the public on Danskammer. City staff had an executive meeting this afternoon, and it was decided that we would be pursuing intervener funding and look into becoming a party to the Article 10 process. This way we will be privy to all of the information and updates, and also have a voice in the process. The collaborating partners have already begun to research and fact find, based on the 300+ page document that Danskammer has put on the table in the Article 10 process. He remarked that this is the 'Baby' of Councilwoman Mejia and Councilwoman Monteverde, who have brought the city into the fight. Harvey stated that we are not looking back, and we plan to pursue funding that is offered to municipalities to become a party. This also means that we are very much involved in a process that will allow us to partner with parties who are already involved in the environmental studies.

Councilwoman Mejia remarked about the Municipal IDs. The council discussed and supported it long before Danskammer and tobacco. We need to set a date and put it on the table already. She spoke in Spanish. Also she mentioned the BRDNA and the speed bumps. This is another topic that was talked about before all of the other issues that appear to be getting traction this year. The speed bumps were going to be piloted in a program, because it is a complex issue to try to speed bump the entire city. We do need to move on things that are already piloted though. Tonight is about finding a balance in things that seem to just pop up out of the air, and things that have been with us for a long time. As far as Danskammer being her 'baby', Mejia stated that she only has one child who is a preteen now. Danskammer has been an issue in the city for many decades, longer than she has been a resident of Newburgh. We've been feeling the effects of the plant, and now we have an opportunity to articulate our position in a loud and strong voice. Mejia stated we have to cautious of the selling of promising jobs to city residents, when the requested data shows otherwise.

Councilwoman Monteverde is excited about getting Municipal IDs on the agenda in March. There is no reason why we can't do it, because we've gotten all of the information and sample resolutions that have been passed in other municipalities. She is opposed to the Danskammer project. There is no reason why they should be investing in fossil fuel. Renewable energy is the way to go. There is power in the wind, and we have a lot of wind power on the Hudson River. She is happy to hear that the Water Department is addressing the main breaks. Monteverde stated that she has seen a lot of potholes throughout the city. If anyone sees them they should report them to DPW, and the department will take care of them right away.

Councilman Sklarz stated that he attended the ceremony for the appointment of two firemen and the promotion of another fireman. It was personal for him. When he was a child he lived in a large apartment complex, and one December night everyone lost everything in a fire. Thankfully everyone survived the fire; but, he was still impressed by their heroism. Sitting at this side of the table he really appreciates the hard work that firemen do on a regular basis.

Councilwoman Sofokles thanked Mr. Chernek for commenting. She pointed out that small steps make big steps. The tennis courts may not look like a big project, such as a big hotel and conference center on the waterfront; but, you have to start somewhere and it is going to make the neighborhood look nice. She thanked Councilman Grice for taking pictures of the tennis courts and forwarding them to our grants writer. Sofokles thanked Shelley and Juan for coming. She supports any project that helps people in our city; but, you have to have insurance. It is an important part of the process for everybody. If the council can be of assistance, then we will. Sofokles is looking forward to the Municipal IDs being on the March agenda.

Mayor Harvey thanked Councilwoman Mejia and Councilwoman Monteverde for taking an aggressive approach on Danskammer. Everyone sitting at this table wants to make Newburgh a cleaner, greener and safer city. Making a statement alone is not enough. Now we are pursuing these other avenues and doing it in a transparent way. We are looking forward to partnering with Scenic Hudson and other environmental agencies that are already researching documents that they have submitted. Harvey stated that we are all in. We are going to meet those deadlines and continue to reach out to those agencies that have a strong vested interest in ensuring that our environment stays clean from toxins.

He mentioned the parking issue. He has met with the Transportation Advisory Committee and he is excited about being able to streamline information so that people can access the bus schedules and stops online. We are holding Orange County accountable for it, so hopefully we can work with them to revitalize the transportation in our city for visitors and residents.

Harvey concluded his remarks. He requested an update from George Garrison about the speed bumps; and he requested an update on Danskammer and PFOS from Joseph Donat.

DEPARTMENT RESPONSES

George Garrison commented that back in 2017 the council informed him that it wanted the speed bumps put in. One thing we don't do in the city is budget for it. He stated that he sat at the end of this table and asked the council for more money for his departments. He asked for traffic counters, so that when residents come up and ask for these things we can generate the data we need to tell whether or not it is needed. Garrison stated that he looked into buying temporary ones so as not to interfere with snowplows and emergency response vehicles. Each one costs roughly $1000. Garrison asked how he is supposed to spend $4K-$5K on speed bumps, when he only has a $10K budget. He has to maintain the street lights, painting, curbing, meters, and everything else out of that budget. He wants to be able to do everything that the council wants; but, he needs the resources to be able to do it.

Michelle Kelson did not recollect the adoption of a resolution regarding speed bumps. She recalled an ordinance adopted to change the direction of certain streets to create the one-way pattern that was requested. A resolution would not have necessarily been required to test a program for speed bumps in a particular location.

Mayor Harvey pointed out that there may be a way to reallocate some of the federal funds that we already have, since it is a public safety issue. He stated that he would work with the Interim City Manager and the Comptroller to see what they could come up with collectively.

Joseph Donat commented. He is expecting the requested information from Danskammer in the next couple of weeks. Obviously it is important to stick to those deadlines that Councilwoman Mejia mentioned earlier. City Hall has put out a number of press releases about the water, so he is not sure where the issue of lack of communication exists. We are going to continue to be vigilant in efforts, and we won't rest until our watershed is clean and our water is safe to drink. Our Corporation Counsel and outside counsel are doing an amazing job, and although Donat is unable to comment on the litigation itself, he can tell us that our position has not changed, nor will it change. We have a unified front throughout all levels of government, and we will do whatever we appropriately can to resolve the issue.

Michelle Kelson stated that she can't say it enough times: the City of Newburgh is on a clean and safe water supply. You can drink the water and you can bathe in the water. Since 2016 we have been on either Browns Pond/and or the Catskill Aqueduct. Currently we are on Brown's Pond. The water is sampled on a routine basis, and non-detect for PFOS chemicals. She pointed out that litigation moves slowly. We will do our best to inform the public where we are in the process, and when there are significant events that occur in the course of the litigation. The Department of the Air Force denied one of our claims last week. And although it was disappointing, we will be moving forward with the next phase, which is to amend the federal complaint. We are not backing down. We continue to talk to all of our elected officials, who have only expressed support, and have asked what they can do to help. Kelson stated that she is working on a draft local law for the Municipal IDs, and she expects to introduce it the council at the March 21st work session. This is the first step to getting a program off the ground. There is a lot more involved than simply adopting the legislation. The city will then have to create an application for the IDs, figure out which staff will process the applications, as well as find the equipment to get it done. It will take some time, and while she feels that it is doable in 2019, it is still another operational item. There is never enough staff to continue to do the work that we already have. So when new programs and policies are added, its additional work that has to be processed. Staff tries to address all of the public and council's concerns; but, there have not been more of us added to the roster. We work as hard as we can to try to effectuate the policies that you would like to see put forth.

Mayor Harvey pointed out that River Keeper, NRT and Scenic Hudson are the other environmental agencies that we need to desperately partner with, so that we can meet those deadlines concerning intervener funding and become a party in the Article 10 process. He stated that he has been in contact with State officials regarding the water issue. There are Harvard research studies on the effects of PFOS and PFOA. The CDC, a federal agency, just recently published the fact that it will be doing an assessment on the contaminants at Stewart Airbase, as well as other locations throughout the country. Harvey thought they would be performing a study on the effects; but, it is an assessment

on the contamination rather than the human effects. We are keeping our finger on the pulse concerning the contamination and the litigation.

This portion of the meeting was closed.

CITY MANAGER'S REPORT

Resolution No. 35 - 2019 Washington Lake Dam Spillway Reconstruction SEQRA Determination

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

Resolution No. 36 - 2019 Proposal For Services - O'Connor Davies

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

Resolution No. 37 - 2019 Proposal for Engineering Services

Mayor Harvey thanked Mr. Vradenburg and his department for all of the hard work that they do day to day. The work does not go unnoticed. He appreciates the work the department has done in regards to the water contamination, as well as the cost savings that have resulted from the leak detections.

Wayne Vradenburg pointed out that we are currently on Brown's Pond, and have been since October. Due to fact that our withdrawal rate is so low, we are producing 2.7 Million gallons per day. His guys are out hitting leaks on a daily basis, and you will see them all over the city shutting down roads. We are using Facebook to get the word out to the public. This specific resolution involves an amendment to our corrosion control plan.

Councilwoman Sofokles moved and Councilwoman Mejia seconded.
Ayes: Grice, Mejia, Monteverde, Skarlz, Sofokles, Harvey - 6
Adopted

Resolution No. 38 - 2019 Purchase of 144 Johnston Street

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

Resoluiton No. 39 - 2019 104-106 William Street -- Satisfactions of Mortgage

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

Resolution No. 40 - 2019 Release of Covenants - 15 Liberty Street

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

Resolution No. 41 - 2019 Release of Covenants - 35 Concord Street

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

Resolution No. 42 - 2019 STOP DWI Program March 2019 - Jan 2020

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

Resolution No. 43 - 2019 New York Industries for the Disabled - Custodial Services

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

Resolution No. 44 - 2019 Apply for and Accept if Awarded Zombies 2.0 Grant from LISC

Assistant Fire Chief Horton explained that this grant allows us to extend one position for two years. This part of the grant is moving us into Phase III of the City's RISE program, which is essentially on the streets and boots on the ground type codes enforcement. Phase III is so important, and our overall goal is to ensure that we have safe and compliant housing for residents. Right now we can't get there because we don't have the staff to do it. This substantial money will give us the ability to hire more people and train local residents in efforts in codes enforcement.

Mayor Harvey commented. It is important for the public to hear this because a lot of people call and ask him what we are doing with the abandoned buildings in our city. It is important to highlight these opportunities whenever we can.

Councilwoman Mejia pointed out that a lot of community-based organizations and not-for-profits were involved in pushing it forward. We are now one of ten communities that have made it through the different phases. This speaks to the dedication and hard work of our city staff. She is psyched about having an army of residents that could potentially assist us with codes enforcement.

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

Resolution No. 45 - 2019 Agreement with BOCES for Archival Storage

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

Resolution No. 46 - 2019 License Agreement - Mountain Valley Guides

Michelle Kelson explained that the proprietor asked if he could establish a kiosk. In 2016 the council authorized a license agreement. The company's been doing it for the last three summers, and she hasn't heard any complaints or objections. It is not something that the city solicited, and she thought it would be a bonus for people to be able to go down to the waterfront and have that opportunity. There is nothing non-transparent in the license agreement, including the address of the company, which is located in Cornwall. Kelson processed the renewal. If there a major objection to it, then that is fine.

Councilman Grice stated that his main concern is to have access for all residents. He would like to know what the fees are that the company charges, and who is the company's customer base.

Kelson stated she didn't know the company's fees. Its customer base is anyone who wants to avail themselves to the activity.

Mayor Harvey stated that it sounds like the council needs to table the resolution.

Councilwoman Sofokles commented that if we table it, then the company is going to lose out on the season. If we take Kippy's $750, then the city has $750. If we take the kayak company's $750 then we have kayaking on the river. We don't have another plan right

now. It's nice to see, and it shows tourism in our city. 2016 is when people should have questioned it; but, right now the guy is there and we shouldn't stop that.Councilwoman Mejia recalled that this came out of conversation about generating tourism and opening our waterways for activities. She pointed out that Cornwall is local. Nobody else came forward. If there is an interest for 2020, then maybe a broader RFP should go out for anybody else who may be interested in participating and bidding. At this leg of the race though, this is private sector who is already doing business in our city.

Councilwoman Monteverde stated that she thought we wanted to push tourism in our city. You can go over to Beacon and rent a kayak, so why can't we do that here. Here we are at the Eleventh Hour asking what the company's fees are? We are short-sighted when it comes to these things.

Mayor Harvey doesn't want to stop it for the 2019 season; but, if we could table it until the next meeting so that we can get more information on their fees, then he would like to do that.

Councilman Grice stated that if the fees are $50, then by default, that would exclude some people from enjoying the activity, because they can't afford it.

Kelson stated that we are not going to pass an ordinance restricting the fees of a private business. She pointed out that the term of the license begins in May.

Harvey requested a motion to table the resolution. A motion to table the resolution was not presented, so the roll call was subsequently taken.

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

Resolution No. 47 - 2019 Appointing 2 members to the Human Rights Commission

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

Resolution No. 48 - 2019

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

Resolution No. 49 - 2019

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

The Interim City Manager concluded his report.

RESOLUTION NO.: 35 - 2019

OF

FEBRUARY 25, 2019

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEWBURGH ASSUMING LEAD AGENCY STATUS UNDER STATE ENVIRONMENTAL QUALITY REVIEW ACT FOR THE WASHINGTON LAKE DAM SPILLWAY IMPROVEMENTS PROJECT, DECLARING THE PROJECT TO BE A TYPE II ACTION, FINDING NO SIGNIFICANT ADVERSE IMPACT ON THE ENVIRONMENT AND AUTHORIZING THE INTERIM CITY MANAGER TO EXECUTE ALL SEQRA DOCUMENTS

WHEREAS, by Resolution No. 57-2018 of March 12, 2018, the City Council of the City of Newburgh authorized the City Manager to enter into an agreement with C.T. Male Associates, D.P.C. for professional engineering design services for the preparation of a rehabilitation plan and related services for the Washington Lake Dam; and

WHEREAS, the City of Newburgh proposes to undertake the Washington Lake Dam Spillway Improvements Project (the "Project") which will include the demolition and replacement of the Washington Lake spillway channel with a new concrete spillway section and shallow concrete repairs to the existing spillway apron, along with drainage improvements adjacent to the toe of the Washington Lake earthen embankment; 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 Project; and

WHEREAS, under Section 617.5(c)(1), maintenance or repair involving no substantial changes in an existing facility and under Section 617.5(c)(2), the replacement, rehabilitation or reconstruction of a structure or facility, in kind, on the same site, including the proposed repair, replacement and improvements to the Washington Lake Dam spillway and drainage discharge channel is considered within the type of activities defined as a Type II Action, and therefore, the Project is classified as a categorical exclusion to SEQRA;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York the Project constitutes a "Type II", as the quoted term is defined in the SEQRA Regulations and that no further review for SEQRA purposes is required; and

BE IT FURTHER RESOLVED, by the Council of the City of Newburgh, New York that the Interim 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 classification for the Project.

35-2019

Short Environmental Assessment Form
Part 1 - Project Information

Instructions for Completing

Part 1 – Project Information. The applicant or project sponsor is responsible for the completion of Part 1. Responses become part of the application for approval or funding, are subject to public review, and may be subject to further verification. Complete Part 1 based on information currently available. If additional research or investigation would be needed to fully respond to any item, please answer as thoroughly as possible based on current information.

Complete all items in Part 1. You may also provide any additional information which you believe will be needed by or useful to the lead agency; attach additional pages as necessary to supplement any item.

Part 1 – Project and Sponsor Information				
Name of Action or Project: Washington Lake Dam Rehabilitation				
Project Location (describe, and attach a location map): New Windsor, New York - immediately south of Old Little Britain Road and 1/4 mile west of Little Britain Road				
Brief Description of Proposed Action: The rehabilitation work is to include the demolition and replacement of the Washington Lake Dam spillway channel section with a new concrete spillway section and shallow concrete repairs to the existing spillway apron. The rehabilitation also includes drainage improvements adjacent to the toe of the Washington lake earthen embankment to convey seepage and sheet flow away from the toe of the embankment.				
Name of Applicant or Sponsor: City of Newburgh (Joseph P. Donat)	Telephone: (845) 569-7301 E-Mail: Jdonat@cityofnewburgh-ny.gov			
Address: 83 BROADWAY				
City/PO: NEWBURGH	State: NY	Zip Code: 12550		
1. Does the proposed action only involve the legislative adoption of a plan, local law, ordinance, administrative rule, or regulation? If Yes, attach a narrative description of the intent of the proposed action and the environmental resources that may be affected in the municipality and proceed to Part 2. If no, continue to question 2.			NO ☑	YES ☐
2. Does the proposed action require a permit, approval or funding from any other government Agency? If Yes, list agency(s) name and permit or approval: NYSDEC Joint Application (401 WCQ) with Supplement D-1, USACE NWP 3			NO ☐	YES ☑
3. a. Total acreage of the site of the proposed action? 255.4 acres b. Total acreage to be physically disturbed? 0.91 acres c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor? 281 acres				
4. Check all land uses that occur on, are adjoining or near the proposed action: 5. ☐ Urban ☐ Rural (non-agriculture) ☐ Industrial ☐ Commercial ☑ Residential (suburban) ☑ Forest ☐ Agriculture ☐ Aquatic ☑ Other(Specify): Water Supply Properties ☐ Parkland				

	NO	YES	N/A
5. Is the proposed action,			
a. A permitted use under the zoning regulations?	☐	☐	☑
b. Consistent with the adopted comprehensive plan?	☐	☐	☑

	NO	YES
6. Is the proposed action consistent with the predominant character of the existing built or natural landscape?	☐	☑
7. Is the site of the proposed action located in, or does it adjoin, a state listed Critical Environmental Area? If Yes, identify: ______	☑	☐
8. a. Will the proposed action result in a substantial increase in traffic above present levels?	☑	☐
b. Are public transportation services available at or near the site of the proposed action?	☑	☐
c. Are any pedestrian accommodations or bicycle routes available on or near the site of the proposed action?	☑	☐
9. Does the proposed action meet or exceed the state energy code requirements? If the proposed action will exceed requirements, describe design features and technologies: ______	☐	☑
10. Will the proposed action connect to an existing public/private water supply? If No, describe method for providing potable water: ______ The project does not require potable water and involves modification of dam appurtenances to water supply lands.	☑	☐
11. Will the proposed action connect to existing wastewater utilities? If No, describe method for providing wastewater treatment: ______ The project does not require a wastewater connection.	☑	☐
12. a. Does the project site contain, or is it substantially contiguous to, a building, archaeological site, or district which is listed on the National or State Register of Historic Places, or that has been determined by the Commissioner of the NYS Office of Parks, Recreation and Historic Preservation to be eligible for listing on the State Register of Historic Places?	☑	☐
b. Is the project site, or any portion of it, located in or adjacent to an area designated as sensitive for archaeological sites on the NY State Historic Preservation Office (SHPO) archaeological site inventory?	☑	☐
13. a. Does any portion of the site of the proposed action, or lands adjoining the proposed action, contain wetlands or other waterbodies regulated by a federal, state or local agency?	☐	☑
b. Would the proposed action physically alter, or encroach into, any existing wetland or waterbody?	☐	☑
If Yes, identify the wetland or waterbody and extent of alterations in square feet or acres: ______ The improvements at the embankment toe of Washington lake near Old Little Britain Road will require limited permanent impacts to wetlands. The area of impacts to wetlands has been limited to less than 1/10 of an acre		

14. Identify the typical habitat types that occur on, or are likely to be found on the project site. Check all that apply: ☐ Shoreline ☐ Forest ☐ Agricultural/grasslands ☐ Early mid-successional ☑ Wetland ☐ Urban ☑ Suburban		
15. Does the site of the proposed action contain any species of animal, or associated habitats, listed by the State or Federal government as threatened or endangered? Indiana Bat	NO ☐	YES ☑
16. Is the project site located in the 100-year flood plan?	NO ☑	YES ☐
17. Will the proposed action create storm water discharge, either from point or non-point sources? If Yes,	NO ☑	YES ☐
a. Will storm water discharges flow to adjacent properties?	☑	☐
b. Will storm water discharges be directed to established conveyance systems (runoff and storm drains)? If Yes, briefly describe:	☑	☐
18. Does the proposed action include construction or other activities that would result in the impoundment of water or other liquids (e.g., retention pond, waste lagoon, dam)? If Yes, explain the purpose and size of the impoundment: The project consists of repairs to the Washington Lake Dam which formerly provided raw water to the City of Newburgh water filtration plant for treatment. Extent of project is approximately 0.91 acres.	NO ☐	YES ☑
19. Has the site of the proposed action or an adjoining property been the location of an active or closed solid waste management facility? If Yes, describe:	NO ☑	YES ☐
20. Has the site of the proposed action or an adjoining property been the subject of remediation (ongoing or completed) for hazardous waste? If Yes, describe: PFAS present in Washington Lake and the contributory watershed. New York State and the Federal Government are working to remediate the contamination. The site is also located adjacent to a volunteer environmental cleanup site at 610 Little Britain Road.	NO ☐	YES ☑

I CERTIFY THAT THE INFORMATION PROVIDED ABOVE IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE

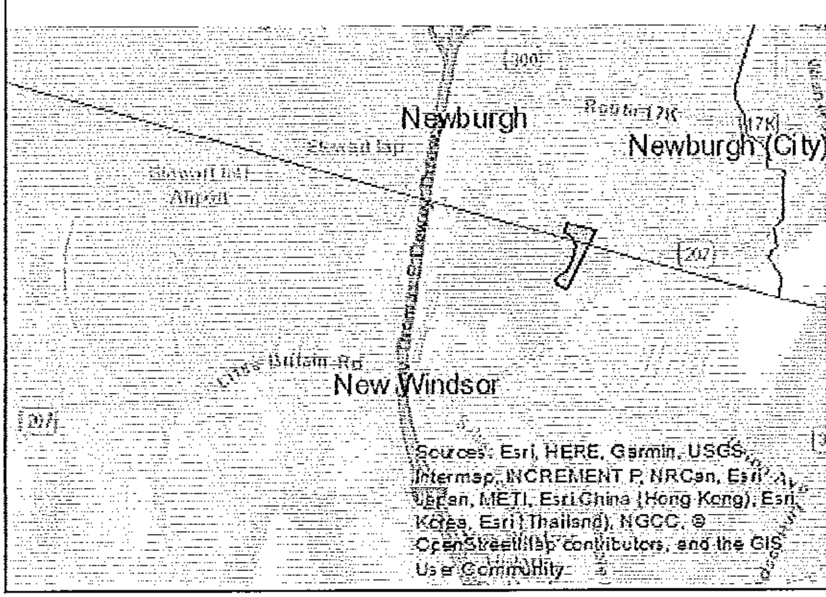
Applicant/sponsor/name: Joseph P. Donat   Date:

Signature: Title: Interim City Manager

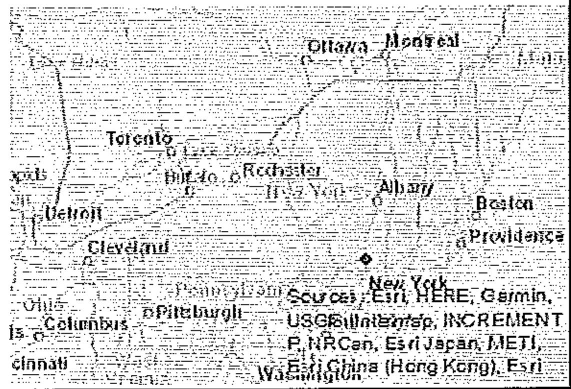
PRINT FORM

EAF Mapper Summary Report

Tuesday, February 12, 2019 2:50 PM



Disclaimer: The EAF Mapper is a screening tool intended to assist project sponsors and reviewing agencies in preparing an environmental assessment form (EAF). Not all questions asked in the EAF are answered by the EAF Mapper. Additional information on any EAF question can be obtained by consulting the EAF Workbooks. Although the EAF Mapper provides the most up-to-date digital data available to DEC, you may also need to contact local or other data sources in order to obtain data not provided by the Mapper. Digital data is not a substitute for agency determinations.



Part 1 / Question 7 [Critical Environmental Area]	No
Part 1 / Question 12a [National Register of Historic Places]	No
Part 1 / Question 12b [Archeological Sites]	No
Part 1 / Question 13a [Wetlands or Other Regulated Waterbodies]	Yes - Digital mapping information on local and federal wetlands and waterbodies is known to be incomplete. Refer to EAF Workbook.
Part 1 / Question 15 [Threatened or Endangered Animal]	Yes
Part 1 / Question 15 [Threatened or Endangered Animal - Name]	Indiana Bat
Part 1 / Question 16 [100 Year Flood Plain]	No
Part 1 / Question 20 [Remediation Site]	Yes

SEQRA Classification

Under the State Environmental Quality Review Act (SEQRA), certain activities involving property acquisition, construction, and rehabilitation are categorized into various levels of review depending on the type of actions proposed. According to 6 NYCRR Part 617.5(a), Type II actions have been determined not to have a significant impact on the environment and are otherwise precluded from environmental review under Environmental Conservation Law, Article 8. These Type II actions are detailed in 6 NYCRR Part 617.5, but in general they include the following representative activities:

- 617.5(c)(1): "Maintenance or repair involving no substantial changes in an existing structure or facility;"
- 617.5(c)(2): "Replacement, rehabilitation or reconstruction of a structure or facility, in kind, on the same site, including upgrading buildings to meet building, energy, or fire codes unless such action meets or exceeds any of the thresholds in section 617.4 of this Part;"

The Washington Lake Dam Rehabilitation Project involves the repair of the 15.5-foot wide concrete spillway and replacement of the 16-foot wide, 285-foot long concrete spillway discharge channel. The project also includes drainage improvements at the embankment toe in the vicinity of Old Little Britain Road. The project will require limited tree, stump, and brush removal to improve the site conditions. The project is located along the North-East side of Washington Lake, just off of Little Britain Road and Old Little Brittan Road.

The City of Newburgh has determined that the Project will not exceed any of the Type I thresholds in 6 NYCRR Part 617.4, and that project activities will not have significant adverse impacts on the environment. The Project activities generally fall within the types of activities considered Type II actions, as summarized above. Therefore, the Washington Lake Dam Rehabilitation Project will not require further environmental review under SEQRA.

RESOLUTION NO.: 36 - 2019

OF

FEBRUARY 25, 2019

A RESOLUTION AUTHORIZING THE INTERIM CITY MANAGER TO EXECUTE A LETTER AGREEMENT BETWEEN THE CITY OF NEWBURGH AND PKF O'CONNOR DAVIES, LLP FOR ADDITIONAL AUDITING SERVICES FOR FISCAL YEARS ENDING DECEMBER 31, 2017 AND DECEMBER 31, 2018 AT A COST OF $6,000.00

WHEREAS, by Resolution No. 18-2018 and Resolution No. 296-2018, the City Council authorized the City Manager to enter into letter agreements with the firm of PKF O'Connor Davies, LLP for auditing services for the fiscal years ending December 31, 2017 and December 31, 2018 at an annual cost of $79,400.00; and

WHEREAS, the City is required to complete an Annual Audit Document for the fiscal years ending December 31, 2017 and December 31, 2018 and based on experience and work history the City staff is recommending that the firm of PKF O'Connor Davies, LLP be retained for to assist the City in the preparation of said Annual Audit Documents; and

WHEREAS, the cost for the additional auditing services is $6,000.00 and funding shall be derived from A.1315.0448; and

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

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the Interim City Manager be and he is hereby authorized to enter into a letter agreement with the firm of PKF O'Connor Davies, LLP for auditing services for the preparation of the City's Annual Audit Document for the fiscal years ending December 31, 2017 and December 31, 2018 at a cost of $6,000.00.

#36-19

PKF
O'CONNOR
DAVIES
ACCOUNTANTS AND ADVISORS

February 13, 2019

Members of the City Council
City of Newburgh
City Hall
83 Broadway
Newburgh, NY 12550

Dear Members of the City Council:

We have been requested to provide a fee proposal to assist in preparation of the City's Annual Update Document ("AUD") for the years ending December 31, 2017 and 2018. These services are not included within our previously approved engagement letter for the annual audit. Our engagement letter details the hourly rates for such additional accounting services. Based on these rates, we anticipate that the services requested would approximate $4,000 for each year.

However, due to our long standing relationship with the City, we propose to limit our fees to $3,000 for each year, or a total of $6,000.

We welcome this opportunity to continue to be of assistance to the City of Newburgh.

Very truly yours,

PKF O'Connor Davies, LLP

PKF O'Connor Davies, LLP

The services and terms described in the foregoing letter are in accordance with our requirements and are acceptable to us, by City of Newburgh:

____
City Manager

Scope of services

We will assist the City in preparation of the AUD for the fiscal years ending December 31, 2017 and 2018. We will prepare the document based on the City's records. In performing our services, we will be relying on the sufficiency, accuracy and reliability of the City's records. Upon completion of the documents, they will be submitted in draft form to the City Comptroller for review and approval prior to the submission to New York State Office of the State Comptroller.

PKF O'CONNOR DAVIES, LLP
500 Mamaroneck Avenue, Harrison, NY 10528 | Tel: 914.381.8900 | Fax: 914.381.8910 | www.pkfod.com

RESOLUTION NO.: 18 - 2018

OF

JANUARY 22, 2018

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A LETTER AGREEMENT BETWEEN THE CITY OF NEWBURGH AND THE FIRM OF PKF O'CONNOR, DAVIES, LLP FOR AUDITING SERVICES FOR FISCAL YEAR ENDING DECEMBER 31, 2017 FOR THE PRICE OF $79,400.00

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

WHEREAS, based on experience and work history the City Comptroller has recommended that the firm of PKF O'Connor, Davies, LLP be retained for fiscal year ending December 31, 2017; and

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

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to enter into a letter agreement with the firm of PKF O'Connor, Davies, LLP for auditing services for the fiscal year ending December 31, 2017 for the price of $79,400.00.

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 Jan. 22, 2018 and that it is a true and correct copy of such original.

Witness my hand and seal of the City of Newburgh this 23 day of Jan. 2018.

City Clerk

RESOLUTION NO.: 296 - 2018

OF

OCTOBER 22, 2018

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

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

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

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

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

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 Oct. 22 2018 and that it is a true and correct copy of such original.

Witness my hand and seal of the City of Newburgh this 23 day of Oct, 2018

City Clerk

RESOLUTION NO.: 37 - 2019

OF

FEBRUARY 25, 2019

A RESOLUTION ACCEPTING A PROPOSAL AND AUTHORIZING THE INTERIM CITY MANAGER TO EXECUTE AN ADDENDUM TO THE CONTRACT WITH ARCADIS OF NEW YORK, INC. FOR PROFESSIONAL ENGINEERING SERVICES TO PERFORM A DESKTOP CORROSION CONTROL STUDY FOR THE WATER PLANT SCADA IMPROVMENTS PROJECT IN AN AMOUNT NOT TO EXCEED $25,000.00

WHEREAS, in connection with the Water Plant SCADA Improvement projects, by Resolution No. 5-2019 of January 14, 2019, the City Council authorized the Interim City Manager to accept a proposal and execute a contract with Arcadis of New York, Inc. for professional engineering services to evaluate the sand filters and backwash disposal systems and provide upgrade options in connection with the Water Plant SCADA Improvements Project at a cost not to exceed $74,000.00; and

WHEREAS, the Water Department has received a proposal from Arcadis of New York, Inc. for the scope of professional engineering services to perform a desktop corrosion control study to review and validate existing treatment and corrosion control practices and recommend potential improvements to the overall corrosion control program; and

WHEREAS, the desktop corrosion control study is proposed to be included as an addendum to the scope of services underway to evaluate the sand filters and backwash disposal systems; and

WHEREAS, the cost of the desktop corrosion control study will not exceed $25,000.00 and funding shall be derived from HF1.8340.0400.8301.2011; and

WHEREAS, this Council has determined that accepting such proposal and entering into an amendment to the existing contract 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 Interim City Manager be and he hereby is authorized to accept a proposal and execute an addendum to the existing contract with Arcadis of New York, Inc. for professional engineering services to perform a desktop corrosion control study in connection with the Water Plant SCADA Improvements Project at a cost not to exceed $25,000.00.

37-19

ARCADIS Design & Consultancy for natural and built assets

Mr. Wayne Vradenburgh
Superintendent
City of Newburgh Water Department
493 Little Britain Road
Newburgh, New York 12250

Transmitted Via Email: wvradenburgh@cityofnewburgh-ny.gov

Arcadis of New York, Inc.
855 Route 146
Suite 210
Clifton Park
New York 12065
Tel 518 250 7300
Fax 518 371 2757
www.arcadis.com

Water

Subject:
Proposal for Engineering Services
Desktop Corrosion Control Study

Date:
February 13, 2019

Contact:
Rob Ostapczuk

Phone:
518.250.7300

Email:
robert.ostapczuk
@arcadis.com

Our ref:
60004881.0000

Dear Mr. Vradenburgh:

Arcadis of New York, Inc. (Arcadis) appreciates the opportunity to provide the City of Newburgh (City) with this letter proposal for engineering services to perform a desktop corrosion control study for the City. The goal of this effort is to review and validate existing treatment and corrosion control practices and recommend potential improvements to the City's overall corrosion control program. To accomplish this, Arcadis proposes the following task to be included as an addendum to the scope of services already underway evaluating the filters and backwash performance at the City's Water Filtration Plant (Plant).

SCOPE OF SERVICES

Task 8 Corrosion Control Study

Upon notice to proceed, Arcadis will develop a request for information to identify and gather information relevant to the existing corrosion control program, including, but not limited to, historical Lead and Copper Rule (LCR) data, distribution system materials, and raw, finished, and distribution system water quality data. Upon receipt of data from the City, Arcadis will:

- Analyze data and identify trends to assess effectiveness of the existing corrosion control treatment and monitoring program.

- Assess the impact of the current treatment scheme on lead and copper levels.
- Identify possible alternate corrosion control treatment methods and perform a qualitative evaluation to assess relative treatment effectiveness, cost, and potential unintended consequences associated with each alternative.
- Participate in up to two one-hour conference calls to review data and discuss any follow-up questions or concerns.

Due to the time-sensitive nature of the study, Arcadis will summarize the findings from the study in a preliminary engineering letter report once the study is complete. Aspects of the study that have bearing on the filter evaluation will also be included in the project engineering report. We believe that preliminary findings will be presented to the City in April and finalized in May. The preliminary engineering letter report will be submitted to the NYS DOH for review and approval. Arcadis will attend one meeting with the City and NYS DOH at the Plant and incorporate NYS DOH's comments as appropriate in a final preliminary engineering letter report.

COMPENSATION

Arcadis will complete Task 8 for a total not to exceed fee of $25,000 to be compensated based on actual direct labor costs with a 3.1 multiplier. Expenses will be compensated based on actual costs incurred with no markup.

Arcadis looks forward to continuing working with the City of Newburgh improve its critical drinking water infrastructure. If you have any questions, please do not hesitate to call me at 518.250.7300 so that I may be of further assistance. We again thank the City of Newburgh for this opportunity.

Sincerely,

Arcadis of New York, Inc.

Robert E. Ostapczuk, P.E.
Associate Vice President

RESOLUTION NO.: 38 - 2019

OF

FEBRUARY 25, 2019

A RESOLUTION TO AUTHORIZE THE CONVEYANCE OF REAL PROPERTY KNOWN AS 144 JOHNSTON STREET (SECTION 18, BLOCK 3, LOT 41) AT PRIVATE SALE TO LAWRENCE D. SMITH FOR THE AMOUNT OF $7,200.00

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 144 Johnston Street, being more accurately described as Section 18, Block 3, Lot 41 on the official tax map of the City of Newburgh; and

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

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

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the sale of the following property to the indicated purchaser be and hereby is confirmed and the City Manager is authorized and directed to execute and deliver a quitclaim deed to said purchaser upon receipt of the indicated purchase price in money order, good certified or bank check, made payable to THE CITY OF NEWBURGH, such sums are to be paid on or before May 31, 2019, being approximately ninety (90) days from the date of this resolution; and

Property address	Section, Block, Lot	Purchaser	Purchase Price
144 Johnston Street	18 - 3 - 41	Lawrence D. Smith	$7,200.00

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

#38-19

Terms and Conditions Sale
144 Johnston Street, City of Newburgh (SBL: 18-3-41)

STANDARD TERMS:

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

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

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

RESOLUTION NO.: ____39____ - 2019

OF

FEBRUARY 25, 2019

A RESOLUTION AUTHORIZING THE INTERIM CITY MANAGER TO EXECUTE SATISFACTIONS IN CONNECTION WITH TWO MORTGAGES ISSUED TO CHRISTOPHER GERSHEL FOR THE PREMISES LOCATED AT 104-106 WILLIAM STREET (SECTION 44, BLOCK 2, LOT 13)

WHEREAS, the City of Newburgh issued a mortgage to Christopher Gershel in the principal sum of $5,000.00 for premises located at 104-106 William Street (Section 44, Block 2, Lot 13), dated April 7, 1986, and recorded in the Orange County Clerk's Office on June 25, 1986 in Liber 2301 at Page 320; and

WHEREAS, the City of Newburgh issued a mortgage to Christopher Gershel in the principal sum of $1,135.17 for premises located at 104-106 William Street (Section 44, Block 2, Lot 13), dated August 31, 1987, and recorded in the Orange County Clerk's Office on September 29, 1987 in Liber 2836 at Page 337; and

WHEREAS, the terms of the mortgage instruments have been satisfied by the mortgagor and the issuance of a Satisfaction of Mortgage for each, a copy of which is annexed hereto, is necessary and appropriate; and

WHEREAS, this Council has determined that executing said Satisfactions 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 Interim City Manager be and he is hereby authorized to execute the attached Satisfactions in connection with a mortgages issued to Christopher Gershel for premises located at 104-106 William Street (Section 44, Block 2, Lot 13).

SATISFACTION OF MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, THAT

The City of Newburgh, a municipal corporation with a principal place of business at 83 Broadway, Newburgh, New York 12550;

Does hereby certify that the following mortgage is paid, and does hereby consent that the same be discharged of record:

MORTGAGE bearing the date of April 7, 1986, made by Christopher Gershel to the City of Newburgh, given to secure payment of the principal sum of $5,000.00, and duly recorded in the office of the Orange County Clerk's Office on Orange County Clerk's Office on June 25, 1986 in Liber 2301 at Page 320;

which mortgage has not been further assigned of record.

Dated: ___________________, 2019

CITY OF NEWBURGH

____

By: Joseph P. Donat, Interim City Manager
Per Resolution No.:

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

On the______ day of _______________, 2019, before me, the undersigned, a Notary Public in and for said State, personally appeared JOSEPH P. 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 person upon behalf of which the individual acted, executed the instrument.

____

Notary Public

RECORD & RETURN TO:

SATISFACTION OF MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, THAT

The City of Newburgh, a municipal corporation with a principal place of business at 83 Broadway, Newburgh, New York 12550;

Does hereby certify that the following mortgage is paid, and does hereby consent that the same be discharged of record:

MORTGAGE bearing the date of August 31, 1987, made by Christopher Gershel to the City of Newburgh, given to secure payment of the principal sum of $1,135.17, and duly recorded in the office of the Orange County Clerk's Office on Orange County Clerk's Office on September 29, 1987 in Liber 2836 at Page 337;

which mortgage has not been further assigned of record.

Dated: __________________, 2019

CITY OF NEWBURGH

____

By: Joseph P. Donat, Interim City Manager
Per Resolution No.:

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

On the______ day of ______________, 2019, before me, the undersigned, a Notary Public in and for said State, personally appeared JOSEPH P. 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 person upon behalf of which the individual acted, executed the instrument.

____

Notary Public

RECORD & RETURN TO:

RESOLUTION NO.: __40____-2019

OF

FEBRUARY 25, 2019

A RESOLUTION AUTHORIZING THE EXECUTION
OF A RELEASE OF RESTRICTIVE COVENANTS AND RIGHT OF RE-ENTRY
FROM A DEED ISSUED TO JOHN BONHOMME, JR. AND
JOHN BONHOMME, SR., TO THE PREMISES KNOWN AS 15 LIBERTY STREET
(SECTION 45, BLOCK 5, LOT 15)

WHEREAS, on February 9, 2016, the City of Newburgh conveyed property located at 15 Liberty Street, being more accurately described on the official Tax Map of the City of Newburgh as Section 45, Block 5, Lot 15, to John Bonhomme, Jr. and John Bonhomme, Sr.; and

WHEREAS, the owners have requested a release of the restrictive covenants contained in said deed; and

WHEREAS, the appropriate departments have reviewed their files and advised that the covenants have been complied with, and recommend such release be granted; and

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

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the Interim 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.

10-19

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 15 Liberty Street, Section 45, Block 5, Lot 15 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 February 9, 2016, from THE CITY OF NEWBURGH to JOHN BONHOMME, JR. and JOHN BONHOMME, SR., recorded in the Orange County Clerk's Office on April 18, 2016, in Liber 14038 of Deeds at Page 20 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, Interim 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.

____

A 283

Standard N.Y.B.T.U. Form 8011 * First Mortgage
Individual or Corporation.

Julius Blumberg, Inc., Law Blank Publishers

CONSULT YOUR LAWYER BEFORE SIGNING THIS INSTRUMENT—THIS INSTRUMENT SHOULD BE USED BY LAWYERS ONLY.

006950

THIS MORTGAGE, made the 7th day of April, nineteen hundred and eighty-six,

BETWEEN CHRISTOPHER GERSHEL, residing at 12 Catherine Street, City of Newburgh, County of Orange and State of New York,

, the mortgagor,

and The CITY OF NEWBURGH, a municipal corporation organized under the laws of the State of New York, having its principal office for the transaction of business at 83 Broadway, City of Newburgh, County of Orange and State of New York,

, the mortgagee,

WITNESSETH, that to secure the payment of an indebtedness in the sum of
----FIVE THOUSAND & 00/100----------------($5,000.00)------ dollars,
lawful money of the United States, to be paid

~~with interest thereon to be computed from the date hereof at the rate of per centum per annum, and to be paid on the day 19 next ensuing and thereafter~~

S 44, B 2, L 13

according to a certain bond, note or obligation bearing even date herewith, the mortgagor hereby mortgages to the mortgagee

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

BEGINNING at a point in the west line of William Street 52 feet north of the northwest corner of Benkard Avenue and William Street and running thence westerly and along the north line of lands of one Hubert Ketcham 100 feet; thence northerly and parallel with the west line of William Street 52 feet to lands now of one Robert Martin; thence easterly and along the south line of said Martin's land 100 feet to the west line of William Street; thence southerly along the said west line of William Street 52 feet to the point or place of beginning. Being a parcel of land 52 feet front and rear by 100 feet in depth be the same more or less.

BEING the same premises described in a certain deed dated January 31, 1977 from Annie Satloff to Anthony Tallarico and Carmela Tallarico and recorded on February 1, 1977 in the Orange County Clerk's Office in Liber 2059 of Deeds at page 72.

BEING the same premises described in a certain deed dated September 28, 1984 from Anthony Tallarico and Carmela Tallarico to Christopher Gershel and recorded in the Orange County Clerk's Office on October 3, 1984 in Liber 2300 of Deeds at Page 435.

LIBER 2301 PAGE 320

TOGETHER with all right, title and interest of the mortgagor in and to the land lying in the streets and roads in front of and adjoining said premises;

TOGETHER with all fixtures, chattels and articles of personal property now or hereafter attached to or used in connection with said premises, including but not limited to furnaces, boilers, oil burners, radiators and piping, coal stokers, plumbing and bathroom fixtures, refrigeration, air conditioning and sprinkler systems, wash-tubs, sinks, gas and electric fixtures, stoves, ranges, awnings, screens, window shades, elevators, motors, dynamos, refrigerators, kitchen cabinets, incinerators, plants and shrubbery and all other equipment and machinery, appliances, fittings, and fixtures of every kind in or used in the operation of the buildings standing on said premises, together with any and all replacements thereof and additions thereto;

TOGETHER with all awards heretofore and hereafter made to the mortgagor for taking by eminent domain the whole or any part of said premises or any easement therein, including any awards for changes of grade of streets, which said awards are hereby assigned to the mortgagee, who is hereby authorized to collect and receive the proceeds of such awards and to give proper receipts and acquittances therefor, and to apply the same toward the payment of the mortgage debt, notwithstanding the fact that the amount owing thereon may not then be due and payable; and the said mortgagor hereby agrees, upon request, to make, execute and deliver any and all assignments and other instruments sufficient for the purpose of assigning said awards to the mortgagee, free, clear and discharged of any encumbrances of any kind or nature whatsoever.

AND the mortgagor covenants with the mortgagee as follows:

1. That the mortgagor will pay the indebtedness as hereinbefore provided.

2. That the mortgagor will keep the buildings on the premises insured against loss by fire for the benefit of the mortgagee; that he will assign and deliver the policies to the mortgagee; and that he will reimburse the mortgagee for any premiums paid for insurance made by the mortgagee on the mortgagor's default in so insuring the buildings or in so assigning and delivering the policies.

3. That no building on the premises shall be altered, removed or demolished without the consent of the mortgagee.

4. That the whole of said principal sum and interest shall become due at the option of the mortgagee: after default in the payment of any instalment of principal or of interest for fifteen days; or after default in the payment of any tax, water rate, sewer rent or assessment for thirty days after notice and demand; or after default after notice and demand either in assigning and delivering the policies insuring the buildings against loss by fire or in reimbursing the mortgagee for premiums paid on such insurance, as hereinbefore provided; or after default upon request in furnishing a statement of the amount due on the mortgage and whether any offsets or defenses exist against the mortgage debt, as hereinafter provided. An assessment which has been made payable in instalments at the application of the mortgagor or lessee of the premises shall nevertheless, for the purpose of this paragraph, be deemed due and payable in its entirety on the day the first instalment becomes due or payable or a lien.

5. That the holder of this mortgage, in any action to foreclose it, shall be entitled to the appointment of a receiver.

6. That the mortgagor will pay all taxes, assessments, sewer rents or water rates, and in default thereof, the mortgagee may pay the same.

7. That the mortgagor within five days upon request in person or within ten days upon request by mail will furnish a written statement duly acknowledged of the amount due on this mortgage and whether any offsets or defenses exist against the mortgage debt.

8. That notice and demand or request may be in writing and may be served in person or by mail.

9. That the mortgagor warrants the title to the premises.

10. That the fire insurance policies required by paragraph No. 2 above shall contain the usual extended coverage endorsement; that in addition thereto the mortgagor, within thirty days after notice and demand, will keep the premises insured against war risk and any other hazard that may reasonably be required by the mortgagee. All of the provisions of paragraphs No. 2 and No. 4 above relating to fire insurance and the provisions of Section 254 of the Real Property Law construing the same shall apply to the additional insurance required by this paragraph.

11. That in case of a foreclosure sale, said premises, or so much thereof as may be affected by this mortgage, may be sold in one parcel.

12. That if any action or proceeding be commenced (except an action to foreclose this mortgage or to collect the debt secured thereby), to which action or proceeding the mortgagee is made a party, or in which it becomes necessary to defend or uphold the lien of this mortgage, all sums paid by the mortgagee for the expense of any litigation to prosecute or defend the rights and lien created by this mortgage (including reasonable counsel fees), shall be paid by the mortgagor, together with interest thereon at the rate of six per cent. per annum, and any such sum and the interest thereon shall be a lien on said premises, prior to any right, or title to, interest in or claim upon said premises attaching or accruing subsequent to the lien of this mortgage, and shall be deemed to be secured by this mortgage. In any action or proceeding to foreclose this mortgage, or to recover or collect the debt secured thereby, the provisions of law respecting the recovering of costs, disbursements and allowances shall prevail unaffected by this covenant.

LIBER 2301 PAGE 321

13. That the mortgagor hereby assigns to the mortgagee the rents, issues and profits of the premises as further security for the payment of said indebtedness, and the mortgagor grants to the mortgagee the right to enter upon and to take possession of the premises for the purpose of collecting the same and to let the premises or any part thereof, and to apply the rents, issues and profits, after payment of all necessary charges and expenses, on account of said indebtedness. This assignment and grant shall continue in effect until this mortgage is paid. The mortgagee hereby waives the right to enter upon and to take possession of said premises for the purpose of collecting said rents, issues and profits, and the mortgagor shall be entitled to collect and receive said rents, issues and profits until default under any of the covenants, conditions or agreements contained in this mortgage, and agrees to use such rents, issues and profits in payment of principal and interest becoming due on this mortgage and in payment of taxes, assessments, sewer rents, water rates and carrying charges becoming due against said premises, but such right of the mortgagor may be revoked by the mortgagee upon any default, on five days' written notice. The mortgagor will not, without the written consent of the mortgagee, receive or collect rent from any tenant of said premises or any part thereof for a period of more than one month in advance, and in the event of any default under this mortgage will pay monthly in advance to the mortgagee, or to any receiver appointed to collect said rents, issues and profits, the fair and reasonable rental value for the use and occupation of said premises or of such part thereof as may be in the possession of the mortgagor, and upon default in any such payment will vacate and surrender the possession of said premises to the mortgagee or to such receiver, and in default thereof may be evicted by summary proceedings.

14. That the whole of said principal sum and the interest shall become due at the option of the mortgagee: (a) after failure to exhibit to the mortgagee, within ten days after demand, receipts showing payment of all taxes, water rates, sewer rents and assessments; or (b) after the actual or threatened alteration, demolition or removal of any building on the premises without the written consent of the mortgagee; or (c) after the assignment of the rents of the premises or any part thereof without the written consent of the mortgagee; or (d) if the buildings on said premises are not maintained in reasonably good repair; or (e) after failure to comply with any requirement or order or notice of violation of law or ordinance issued by any governmental department claiming jurisdiction over the premises within three months from the issuance thereof; or (f) if on application of the mortgagee two or more fire insurance companies lawfully doing business in the State of New York refuse to issue policies insuring the buildings on the premises; or (g) in the event of the removal, demolition or destruction in whole or in part of any of the fixtures, chattels or articles of personal property covered hereby, unless the same are promptly replaced by similar fixtures, chattels and articles of personal property at least equal in quality and condition to those replaced, free from chattel mortgages or other encumbrances thereon and free from any reservation of title thereto; or (h) after thirty days' notice to the mortgagor, in the event of the passage of any law deducting from the value of land for the purposes of taxation any lien thereon, or changing in any way the taxation of mortgages or debts secured thereby for state or local purposes; or (i) if the mortgagor fails to keep, observe and perform any of the other covenants, conditions or agreements contained in this mortgage.

15. That the mortgagor will, in compliance with Section 13 of the Lien Law, receive the advances secured hereby and will hold the right to receive such advances as a trust fund to be applied first for the purpose of paying the cost of the improvement and will apply the same first to the payment of the cost of the improvement before using any part of the total of the same for any other purpose.

Strike out this clause 16 if inapplicable.

~~[illegible]~~

16. The mortgagor shall upon the sale, conveyance or transfer of the described property immediately pay to the mortgagee the full principal amount then due on the note according to the following schedule:

(a) If within 1 year from the date of this instrument-100% of the amount of this note;
(b) If within 2 years from the date of this instrument-80% of the amount of this note;
(c) If within 3 years from the date of this instrument-60% of the amount of this note;
(d) If within 4 years from the date of this instrument-40% of the amount of this note;
(e) If within 5 years from the date of this instrument-20% of the amount of this note;
(f) After 5 years from the date of this mortgage and the note secured hereby, if the mortgagor has otherwise complied with the terms hereof and has not sold, conveyed or transferred title to the subject property or any part thereof, then the loan herein shall become a grant and there shall be no obligation on the mortgagor to pay any part thereof.

17. The mortgagor shall, upon the property being found in violation of any building, housing, plumbing, electrical, fire or other code of the City of Newburgh, immediately pay to the mortgagee the full principal amount of the note.

This mortgage may not be changed or terminated orally. The covenants contained in this mortgage shall run with the land and bind the mortgagor, the heirs, personal representatives, successors and assigns of the mortgagor and all subsequent owners, encumbrancers, tenants and subtenants of the premises, and shall enure to the benefit of the mortgagee, the personal representatives, successors and assigns of the mortgagee and all subsequent holders of this mortgage. The word "mortgagor" shall be construed as if it read "mortgagors" and the word "mortgagee" shall be construed as if it read "mortgagees" whenever the sense of this mortgage so requires.

IN WITNESS WHEREOF, this mortgage has been duly executed by the mortgagor.

IN PRESENCE OF:

[signature] (L.S.)
Christopher Gershel

LIBER 2301 PAGE 322

STATE OF NEW YORK, COUNTY OF ORANGE ss:

On the 7th day of April 1986, before me personally came

CHRISTOPHER GERSHEL

to me known to be the individual described in and who executed the foregoing instrument, and acknowledged that he executed the same.

Cecelia Jarvis

CECELIA JARVIS
Notary Public, State of New York
Certified in Orange County
Commission Expires ~~March 30, 19~~ July 31, 1989

STATE OF NEW YORK, COUNTY OF ss:

On the day of 19 , before me personally came

to me known to be the individual described in and who executed the foregoing instrument, and acknowledged that executed the same.

STATE OF NEW YORK, COUNTY OF ss:

On the day of 19 , before me personally came

to me known, who, being by me duly sworn, did depose and say that he resides at No.

that he is the

of

, the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the board of directors of said corporation, and that he signed h name thereto by like order.

STATE OF NEW YORK, COUNTY OF ss:

On the day of 19 , before me personally came

the subscribing witness to the foregoing instrument, with whom I am personally acquainted, who, being by me duly sworn, did depose and say that he resides at No. ;

that he knows

to be the individual described in and who executed the foregoing instrument; that he, said subscribing witness, was present and saw execute the same; and that he, said witness, at the same time subscribed h name as witness thereto.

LIBER 2301 PAGE 323

Mortgage

TITLE No.

CHRISTOPHER GERSHEL,

TO

CITY OF NEWBURGH.

CD-3002

SECTION 44
BLOCK 2
LOT 13
COUNTY ~~[illegible]~~ Orange

No Tax

RETURN BY MAIL TO:

NEWBURGH COMMUNITY DEVELOPMENT AGENCY
83 Broadway, City Hall
Newburgh, New York
Zip No. 12550

RESERVE THIS SPACE FOR USE OF RECORDING OFFICE

Orange County Clerk's Office ss.
Recorded on the 25th day
of June 19 86 at 12:02
o'clock P M. in Liber 2301
at page 320
and Examined.
Marion S. Murphy
Clerk

LIBER 2301 PAGE 324

ORANGE COUNTY CLERK'S OFFICE RECORDING PAGE

(This Page is Part of the Instrument)

CHRISTOPHER GERSHEL,

TO

CITY OF NEWBURGH.

SECTION 44 BLOCK 2 LOT 13

RECORD AND RETURN TO:

COMMUNITY DEVELOPMENT
83 Broadway, City Hall
Newburgh, New York 12550

CONTROL NO. 014858 DATE 8/31/87 CHECK X CASH ____ CHARGE ____

INSTRUMENT TYPE: DEED ____ Bond & MORTGAGE X SATISFACTION ____ ASSIGNMENT ____ OTHER ____

CE 8558

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

RECEIVED
$ ____
REAL ESTATE
TRANSFER TAX
ORANGE COUNTY

ORANGE COUNTY CLERK'S OFFICE S.S.
Recorded on the 29th day of Sept 19 87 at 9 O'Clock A M. in Liber 2836 Mtg at page 337 and examined.

Marion S. Murphy
County Clerk

City Nbg Comm. Dev.

Mortgage Amount $1135.17

Exempt Yes ____ No ____

Received Tax on above Mortgage

Basic $ ____
MTA $ ____
Spec. Add. $ ____
TOTAL $ TAX EXEMPT

MARION S. MURPHY
Orange County Clerk

by: ____

MORTGAGE TAX $ TAX Exempt
TRANSFER TAX $ ____
SERIAL NO. CE-8558
RECORD. FEE $ 17—
REPORT FORMS $ ____
CERT. COPIES $ ____

LIBER 2836 PAGE 337

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

JULIUS BLUMBERG, INC., LAW BLANK PUBLISHERS

THIS BOND AND MORTGAGE, made the 31st day of August , nineteen hundred and eighty-seven,

BETWEEN CHRISTOPHER GERSHEL, residing at 12 Catherine Street, City of Newburgh, County of Orange and State of New York,

herein referred to as the mortgagor,

and The CITY OF NEWBURGH, a municipal corporation organized under the laws of the State of New York, having its principal office for the transaction of business at 83 Broadway, City of Newburgh, County of Orange and State of New York,

herein referred to as the mortgagee,

WITNESSETH, that the mortgagor, does hereby acknowledge himself to be indebted to the mortgagee in the sum of ------ ONE THOUSAND ONE HUNDRED THIRTY FIVE & 17/100------------($1,135.17---) Dollars lawful money of the United States, which the mortgagor does hereby agree and bind himself to repay to the mortgagee as follows:

The mortgagor shall upon the sale, conveyance or transfer of the described property immediately pay to the mortgagee the full principal amount then due according to the following schedule:

(a) If within 1 year from the date of this instrument-100% of the amount of this instrument;

(b) If within 2 years from the date of this instrument-80% of the amount of this instrument;

(c) If within 3 years from the date of this instrument-60% of the amount of this instrument;

(d) If within 4 years from the date of this instrument-40% of the amount of this instrument;

(e) If within 5 years from the date of this instrument-20% of the amount of this instrument;

(f) If within 5 years from the date of this document, if the mortgagor has otherwise complied with the terms hereof and has not sold, conveyed or transferred title to the subject property or any part thereof, then the loan herein shall become a grant and there shall be no obligation on the mortgagor to pay any part thereof, to secure the payment of which the mortgagor hereby mortgages to the mortgagee,

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

BEGINNING at a point in the west line of William Street 52 feet north of the northwest corner of Benkard Avenue and William Street and running thence westerly and along the north line of lands of one Hubert Ketcham 100 feet; thence northerly and parallel with the west line of William Street 52 feet to lands now of one Robert Martin; thence easterly and along the south line of said Martin's land 100 feet to the west line of William Street; thence southerly along the said west line of William Street 52 feet to the point or place of beginning. Being a parcel of land 52 front and rear by 100 feet in depth be the same more or less.

S 44, B 2, L 13

BEING the same premises described in a certain deed dated January 31, 1977 from Annie Satloff to Anthony Tallarico and Carmela Tallarico and recorded on February 1, 1977 in the Orange County Clerk's Office in Liber 2059 of Deeds at page 72.

BEING the same premises described in a certain deed dated September 28, 1984 from Anthony Tallarico and Carmela Tallarico to Christopher Gershel and recorded in the Orange County Clerk's Office on October 3, 1984 in Liber 2300 of Deeds at Page 435.

LIBER 2836 PAGE 338

TOGETHER with all right, title and interest, if any, of the mortgagor of, in and to any streets and roads abutting the above-described premises to the center lines thereof.

TOGETHER with all fixtures and articles of personal property now or hereafter attached to, or contained in and used in connection with, said premises, including but not limited to all apparatus, machinery, plumbing, heating, lighting and cooking fixtures, fittings, gas ranges, bathroom and kitchen cabinets, ice boxes, refrigerators, food freezers, air-conditioning fixtures and units, pumps, awnings, shades, screens, storm sashes, aerials, plants and shrubbery.

TOGETHER with any and all awards heretofore and hereafter made to the present and all subsequent owners of the mortgaged premises by any governmental or other lawful authorities for taking by eminent domain the whole or any part of said premises or any easement therein, including any awards for any changes of grade of streets, which said awards are hereby assigned to the holder of this bond and mortgage, who is hereby authorized to collect and receive the proceeds of any such awards from such authorities and to give proper receipts and acquittances therefor, and to apply the same toward the payment of the amount owing on account of this bond and mortgage, notwithstanding the fact that the amount owing hereon may not then be due and payable; and the said mortgagor hereby covenants and agrees, upon request, to make, execute and deliver any and all assignments and other instruments sufficient for the purpose of assigning the aforesaid awards to the holder of this bond and mortgage, free, clear and discharged of any and all encumbrances of any kind or nature whatsoever.

AND the mortgagor covenants with the mortgagee as follows:

1. That the mortgagor will pay the indebtedness as hereinbefore provided.
2. That the mortgagor will keep the buildings on the premises insured against loss by fire for the benefit of the mortgagee; that he will assign and deliver the policies to the mortgagee; and that he will reimburse the mortgagee for any premiums paid for insurance made by the mortgagee on the mortgagor's default in so insuring the buildings or in so assigning and delivering the policies.
3. That no building on the premises shall be removed or demolished without the consent of the mortgagee.
4. That the whole of said principal sum and interest shall become due at the option of the mortgagee: after default in the payment of any instalment of principal or of interest for twenty days; or after default in the payment of any tax, water rate, sewer rent or assessment for thirty days after notice and demand; or after default after notice and demand either in assigning and delivering the policies insuring the buildings against loss by fire or in reimbursing the mortgagee for premiums paid on such insurance, as hereinbefore provided; or after default upon request in furnishing a statement of the amount due on the bond and mortgage and whether any offsets or defenses exist against the mortgage debt, as hereinafter provided.
5. That the holder of this bond and mortgage, in any action to foreclose it, shall be entitled to the appointment of a receiver.
6. That the mortgagor will pay all taxes, assessments, sewer rents or water rates, and in default thereof, the mortgagee may pay the same.
7. That the mortgagor within six days upon request in person or within fifteen days upon request by mail will furnish a written statement duly acknowledged of the amount due on this bond and mortgage and whether any offsets or defenses exist against the mortgage debt.
8. That notice and demand or request may be in writing and may be served in person or by mail.
9. That the mortgagor warrants the title to the premises.
10. That the mortgagor will, in compliance with Section 13 of the Lien Law, receive the advances secured hereby and will hold the right to receive such advances as a trust fund to be applied first for the purpose of paying the cost of the improvement and will apply the same first to the payment of the cost of the improvement before using any part of the total of the same for any other purpose.
11. That fire insurance policies which are required by paragraph No. 2 above shall contain the usual extended coverage endorsement; in addition thereto the mortgagor, within thirty days after notice and demand will keep the buildings on the premises insured against loss by other insurable hazards for the benefit of the mortgagee, as may reasonably be required by the mortgagee; that he will assign and deliver the policies to the mortgagee; and that he will reimburse the mortgagee for any premiums paid for insurance made by the mortgagee on the mortgagor's default in so insuring or in so assigning and delivering the policies. The provisions of subdivision 4, of Section 254 of the Real Property Law, with reference to the construction of the fire insurance clause, shall govern the construction of this clause so far as applicable.
12. That in case of a sale, said premises, or so much thereof as may be affected by this bond and mortgage, may be sold in one parcel.
13. That in the event of any default in the performance of any of the terms, covenants or agreements herein contained, it is agreed that the then owner of the mortgaged premises, if he is the occupant of said premises or any part thereof, shall immediately surrender possession of the premises so occupied to the holder of this bond and mortgage, and if such occupant is permitted to remain in possession, the possession shall be as tenant of the holder of this bond and mortgage and such occupant shall, on demand, pay monthly in advance to the holder of this bond and mortgage a reasonable rental for the space so occupied and in default thereof, such occupant may be dispossessed by the usual summary proceedings. In case of foreclosure and the appointment of a receiver of rents, the covenants herein contained may be enforced by such receiver.

LIBER 2836 PAGE 339

14. That the whole of said principal sum shall become due at the option of the mortgagee after default for thirty days after notice and demand, in the payment of any instalment of any assessment for local improvements heretofore or hereafter laid, which is or may become payable in annual instalments and which has affected, now affects or hereafter may affect the said premises, notwithstanding that such instalment be not due and payable at the time of such notice and demand, or upon the failure to exhibit to the mortgagee, within thirty days after demand, receipts showing payment of all taxes, assessments, water rates, sewer rents and any other charges which may have become a prior lien on the mortgaged premises.

15. That the whole of said principal sum shall become due at the option of the mortgagee, if the buildings on said premises are not maintained in reasonably good repair, or upon the failure of any owner of said premises to comply with the requirement of any governmental department claiming jurisdiction within three months after an order making such requirement has been issued by any such department.

16. That in the event of the passage after the date of this mortgage of any law of the State of New York, deducting from the value of land for the purposes of taxation any lien thereon, or changing in any way the laws for the taxation of mortgages or debts secured by mortgage for state or local purposes, or the manner of the collection of any such taxes, so as to affect this bond and mortgage, the holder of this bond and mortgage and of the debt which it secures, shall have the right to give thirty days' written notice to the owner of the mortgaged premises requiring the payment of the mortgage debt. If such notice be given the said debt shall become due, payable and collectible at the expiration of said thirty days.

17. That the whole of said principal sum shall immediately become due at the option of the mortgagee, if the mortgagor shall assign the rents or any part of the rents of the mortgaged premises without first obtaining the written consent of the mortgagee to such assignment, or upon the actual or threatened demolition or removal of any building erected or to be erected upon said premises.

18. That if any action or proceeding be commenced (except an action to foreclose this bond and mortgage or to collect the debt secured thereby), to which action or proceeding the holder of this bond and mortgage is made a party, or in which it becomes necessary to defend or uphold the lien of this mortgage, all sums paid by the holder of this bond and mortgage for the expense of any litigation to prosecute or defend the rights and lien created by this bond and mortgage (including reasonable counsel fees), shall be paid by the mortgagor, together with interest thereon at the rate of six per cent. per annum, and any such sum and the interest thereon shall be a lien on said premises, prior to any right, or title to, interest in or claim upon said premises attaching or accruing subsequent to the lien of this mortgage, and shall be deemed to be secured by this bond and mortgage. In any action or proceeding to foreclose this mortgage, or to recover or collect the debt secured thereby, the provisions of law respecting the recovering of costs, disbursements and allowances shall prevail unaffected by this covenant.

19. That the whole of said principal sum shall immediately become due at the option of the mortgagee upon any default in keeping the buildings on said premises insured as required by paragraph No. 2 or paragraph No. 11 hereof, or if after application by any holder of this bond and mortgage to two or more fire insurance companies lawfully doing business in the State of New York and issuing policies of fire insurance upon buildings situate in the place where the mortgaged premises are situate, the companies to which such application has been made shall refuse to issue such policies, or upon default in complying with the provisions of paragraph No. 11 hereof, or upon default, for five days after notice and demand, either in assigning and delivering to the mortgagee the policies of fire insurance or in reimbursing the mortgagee for premiums paid on such fire insurance as hereinbefore provided in paragraph No. 2 hereof.

20. The mortgagor shall, upon the property being found in violation of any building, housing, plumbing, electrical, fire or other code of the City of Newburgh, immediately pay to the mortgagee the full principal amount of the note.

If more than one person joins in the execution of this instrument, and if any of the feminine sex, or if this instrument is executed by a corporation, the relative words herein shall be read as if written in the plural, or in the feminine or neuter gender, as the case may be, and the words "mortgagor" and "mortgagee" where used herein shall be construed to include their and each of their heirs, executors, administrators, successors and assigns.

This bond and mortgage may not be changed orally.

IN WITNESS WHEREOF, this bond and mortgage has been duly executed by the mortgagor.

IN PRESENCE OF:

Christopher Gershel (L.S.)

Christopher Gershel

STATE OF NEW YORK } ss:
COUNTY OF ORANGE

On the 31st day of AUG. 1987, before me came

CHRISTOPHER GERSHEL,

to me known to be the individual described in, and who executed the foregoing instrument, and acknowledged that he executed the same.

Cecilia Jarvis

CECILIA JARVIS
Notary Public, State of New York
Certified in Orange County
Commission Expires 2-31-87

STATE OF NEW YORK } ss:
COUNTY OF

On the day of 19 , before me came

to me known to be the individual described in, and who executed the foregoing instrument, and acknowledged that he executed the same.

STATE OF NEW YORK } ss:
COUNTY OF

On the day of 19 , before me came

to me known, who, being by me duly sworn, did depose and say that he resides at No.

in

; that he is the

of

the corporation described in and which executed, the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of

of said corporation; and that he signed h name thereto by like order.

STATE OF NEW YORK } ss:
COUNTY OF

On the day of 19 , before me came

the subscribing witness to the foregoing instrument, with whom I am personally acquainted, who, being by me duly sworn, did depose and say that he resides at

in , that he knows

to be the individual described in, and who executed, the foregoing instrument; that he, said subscribing witness, was present and saw execute the same; and that he, said witness, at the same time subscribed name as witness thereto.

LIBER 2836 PAGE 341

No.

CHRISTOPHER GERSHEL,

TO

CITY OF NEWBURGH.

Bond and Mortgage

Dated, AUG. 31, 19 87

Amount, $ 1,135.17

Due, 19

Int. Payable

The land affected by the within instrument lies in the City of Newburgh.

Record and return to
COMMUNITY DEVELOPMENT
83 Broadway, City Hall
Newburgh, NY 12550

910 BK: 4547 PG: 260 03/31/1997 DEED (R) Image: 1 of 1

ORANGE COUNTY CLERK'S OFFICE RECORDING PAGE

THIS PAGE IS PART OF THE INSTRUMENT – DO NOT REMOVE

TYPE NAME(S) OF PARTY(S) TO DOCUMENT: BLACK INK

Leonard S Bakker

TO

New Town Properties Inc

SECTION 44 BLOCK 2 LOT 13

RECORD AND RETURN TO:

THERE IS NO FEE FOR THE RECORDING OF THIS PAGE

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

New Town Properties Inc
135 So William St
Newburgh NY 12550

DO NOT WRITE BELOW THIS LINE

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

PROPERTY LOCATION

__ 2089 BLOOMING GROVE (TN)	__ 4289 MONTGOMERY (TN)	NO. PAGES 3 CROSS REF __
__ 2001 WASHINGTONVILLE (VLG)	__ 4201 MAYBROOK (VLG)	CERT. COPY __ AFFT. FILED __
__ 2289 CHESTER (TN)	__ 4203 MONTGOMERY (VLG)	
__ 2201 CHESTER (VLG)	__ 4205 WALDEN (VLG)	PAYMENT TYPE: CHECK __
__ 2489 CORNWALL (TN)	__ 4489 MOUNT HOPE (TN)	CASH X
__ 2401 CORNWALL (VLG)	__ 4401 OTISVILLE (VLG)	CHARGE __
__ 2600 CRAWFORD (TN)	__ 4600 NEWBURGH (TN)	NO FEE __
__ 2800 DEERPARK (TN)	__ 4800 NEW WINDSOR (TN)	
__ 3089 GOSHEN (TN)	__ 5089 TUXEDO (TN)	CONSIDERATION $ __
__ 3001 GOSHEN (VLG)	__ 5001 TUXEDO PARK (VLG)	TAX EXEMPT __
__ 3003 FLORIDA (VLG)	__ 5200 WALLKILL (TN)	
__ 3005 CHESTER (VLG)	__ 5489 WARWICK (TN)	MORTGAGE AMT $ __
__ 3200 GREENVILLE (TN)	__ 5401 FLORIDA (VLG)	DATE __
__ 3489 HAMPTONBURGH (TN)	__ 5403 GREENWOOD LAKE (VLG)	
__ 3401 MAYBROOK (VLG)	__ 5405 WARWICK (VLG)	MORTGAGE TYPE:
__ 3689 HIGHLANDS (TN)	__ 5600 WAWAYANDA (TN)	__ (A) COMMERCIAL
__ 3601 HIGHLAND FALLS (VLG)	__ 5889 WOODBURY (TN)	__ (B) 1 OR 2 FAMILY
__ 3889 MINISINK (TN)	__ 5801 HARRIMAN (VLG)	__ (C) UNDER $10,000
__ 3801 UNIONVILLE (VLG)		__ (E) EXEMPT
__ 4089 MONROE (TN)	CITIES	__ (F) 3 TO 6 UNITS
__ 4001 MONROE (VLG)	__ 0900 MIDDLETOWN	__ (I) NAT.PERSON/CR.UNION
__ 4003 HARRIMAN (VLG)	✓ 1100 NEWBURGH	__ (J) NAT.PER-CR.UN/1 OR 2
__ 4005 KIRYAS JOEL (VLG)	__ 1300 PORT JERVIS	__ (K) CONDO
	__ 9999 HOLD	

Joan A. Macchi

JOAN A. MACCHI
Orange County Clerk

RECEIVED FROM: J. Antinori

LIBER 4547 PAGE 260

LIBER 4547 PAGE 260

ORANGE COUNTY CLERKS OFFICE 13692 MRL
RECORDED/FILED 03/31/97 10:32:49 AM
FEES 41.00 EDUCATION FUND 5.00
SERIAL NUMBER: 086371
53191 TAX 30

CONSULT YOUR LAWYER BEFORE SIGNING THIS INSTRUMENT – THIS INSTRUMENT SHOULD BE USED BY LAWYERS ONLY

THIS INDENTURE, made the 31 day of July, nineteen hundred and 1996

BETWEEN

Leonard Bakker presently residing at P.O. Box4520, New Windsor, Orange County, New York 12553

party of the first part, and

Newtown Properties Incorporated currently located at 135 So. William Street Newburgh, Orange County, New York, 12550

party of the second part,

WITNESSETH, that the party of the first part, in consideration of

----------Ten and 00/100-------------------------$10.00---------- dollars, lawful money of the United States, paid

by the party of the second part, does hereby grant and release unto the party of the second part, the heirs or successors and assigns of the party of the second part forever,

ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the

#104-106 William St.
City of Newburgh, Orange County,
New York 12550
(44-2-13)

ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being int City of Newburgh, County of Orange and State of New York, Bounded and described as follows:

BEGINNING at a point in the west line of William St. 52 feet north of the northwest corner of Benkard Ave. and William St. and running thence westerly and along the north line of lands of one Hubert Ketcham 100 feet; thence northly and parallel with the west line of William Street 52 feet to land now of one Robert Martin; thence easterly and along the south line of said Martin land 100 feet to the west line of William Street; thence southerly along the said west line of William Street 52 feet to the point of the beginning.

BEING the same premises as described in that certain deed dated January 31, 1977, made by Andie Satloff to Anthony Tallerico and Carmela Tallerico and recorded in the Orange County Clerks office on February 1, 1977, in Liber 2059 of deeds at page 77

ALSO BEING the same premises as described in that certain deed dated September 28, 1984, made by Anthony Tallerico and Carmela Tallerico to Christopher Gershel and recorded in the Orange County Clerks office on October 3, 1984, in Liber 2300 of Deeds at page435.

ALSO BEING and intended to be the same premises as described in that certain deed dated the first day of September, 1987, running from Christopher P. Gershel to Christopher P. Gershel and Leodard Bakker, as tennants in common, which deed was thereafter recorded in the Orange County Celks office on the 8th day of September, 1987, in Liber 2789 of deeds at page 204.

ALSO BEING the same premises as described in that certain deed dated February 17, 1993, made by Christopher P. Gershel and Leonard Bakker to Leonard Bakker and recorded in the Orang County Clerks office on March 4, 1993, in Liber 3775 of deeds at page 1314

BK4547 261

TOGETHER with all right, title and interest, if any, of the party of the first part in and to any streets and roads abutting the above described premises to the center lines thereof,

TOGETHER with the appurtenances and all the estate and rights of the party of the first part in and to said premises,

TO HAVE AND TO HOLD the premises herein granted unto the party of the second part, the heirs or successors and assigns of the party of the second part forever.

AND the party of the first part covenants that the party of the first part has not done or suffered anything whereby the said premises have been incumbered in any way whatever, except as aforesaid.

AND the party of the first part, in compliance with Section 13 of the Lien Law, covenants that the party of the first part will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund to be applied first for the purpose of paying the cost of the improvement and will apply the same first to the payment of the cost of the improvement before using any part of the total of the same for any other purpose.

The word "party" shall be construed as if it read "parties" whenever the sense of this indenture so requires.

IN WITNESS WHEREOF, the party of the first part has duly executed this deed the day and year first above written.

In presence of:

Subscribed and sworn to before me
this 31st day of July 1996.

Katrina Bailey

KATRINA BAILEY
Notary Public, State of New York
Qualified in Orange County
4819244
Commission Expires May 31, 1998

Leonard Bakker L.S.
Leonard Bakker

L.S.
Paul Mangiaracina

John Antinori L.S.
John Antinori

4547 262

STATE OF NEW YORK, COUNTY OF Orange ss:

On the 31st day of July 19 97, before me personally came Leonard Bakker

to me known, to be the individual described in and who executed the foregoing instrument, and acknowledged that he executed the same.

STATE OF NEW YORK, COUNTY OF ss:

On the 31st day of July 19 97, before me personally came Paul [illegible] and John Antinori

to me known to be the individuals described in and who executed the foregoing instrument, and acknowledged that they executed the same.

STATE OF NEW YORK, COUNTY OF ss:

On the day of 19 , before me personally came

to me known, who, being by me duly sworn, did depose and say that he resides at No.

that he is the

of

, the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the board of directors of said corporation, and that he signed h name thereto by like order.

STATE OF NEW YORK, COUNTY OF ss:

On the day of 19 , before me personally came

the subscribing witness to the foregoing instrument, with whom I am personally acquainted, who, being by me duly sworn, did depose and say that he resides at No.

that he knows

to be the individual described in and who executed the foregoing instrument; that he, said subscribing witness, was present and saw execute the same; and that he, said witness, at the same time subscribed h name as witness thereto.

Bargain and Sale Deed
With Covenant Against Grantor's Acts

Title No.

TO

SECTION
BLOCK
LOT
COUNTY OR TOWN

RETURN BY MAIL TO:

Zip No.

Reserve this space for use of Recording Office

BK 4547 PG 263

RESOLUTION NO.: __41___-2019

OF

FEBRUARY 25, 2019

A RESOLUTION AUTHORIZING THE EXECUTION
OF A RELEASE OF RESTRICTIVE COVENANTS AND RIGHT OF RE-ENTRY
FROM A DEED ISSUED TO LAWRENCE D. SMITH
TO THE PREMISES KNOWN AS 35 CONCORD STREET
(SECTION 29, BLOCK 1, LOT 16)

WHEREAS, on April 24, 2017, the City of Newburgh conveyed property located at 35 Concord Street, being more accurately described on the official Tax Map of the City of Newburgh as Section 29, Block 1, Lot 16, to Lawrence D. Smith.; and

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

WHEREAS, the appropriate departments have reviewed their files and advised that the covenants have been complied with, and recommend such release be granted; and

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

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the Interim 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.

#41-19

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 35 Concord Street, Section 29, Block 1, Lot 16 on the Official Tax Map of the City of Newburgh, from those restrictive covenants numbered 1, 2, 3, 4, and 5 in a deed dated April 24, 2017, from THE CITY OF NEWBURGH to LAWRENCE D. SMITH, recorded in the Orange County Clerk's Office on May 17, 2017, in Liber 14233 of Deeds at Page 925 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, Interim 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.: 42 - 2019

OF

FEBRUARY 25, 2019

A RESOLUTION AUTHORIZING THE INTERIM CITY MANAGER OR THE POLICE CHIEF AS MANAGER'S DESIGNEE TO EXECUTE AN INTER-MUNICIPAL AGREEMENT WITH THE COUNTY OF ORANGE CONFIRMING CITY OF NEWBURGH PARTICIPATION IN THE STOP-DWI PROGRAM FOR THE ENFORCEMENT PERIOD OF MARCH 15, 2019 TO JANUARY 1, 2020 AND TO ACCEPT AN AWARD NOT TO EXCEED $3,735.00 COVERING 70 PERSON-HOURS FOR THE FIRST ENFORCEMENT PERIOD OF 2019 (MARCH 15, 2019 - MAY 29, 2019)

WHEREAS, the County of Orange (hereinafter "County") has provided the City of Newburgh (hereinafter "City") with an Inter-Municipal Agreement for a full year of participation to provide for the funding of the STOP-DWI Program within the City of Newburgh and an award notification for the enforcement period of March 15, 2019 and ending January 1, 2020; and

WHEREAS, the City of Newburgh agrees to participate in three (3) STOP DWI Program enforcement campaign periods as follows: First Enforcement Period - March 15, 2019 through May 29, 2019, which includes St. Patrick's Day and the Memorial Day holiday weekend; Second Enforcement Period - July 3, 2019 through September 3, 2019, which includes the Independence Day and Labor Day holiday weekend enforcement campaigns; and the Third Enforcement Period - November 27, 2019 through January 1, 2020, which includes Thanksgiving, Christmas and New Year's holiday enforcement campaigns; and

WHEREAS, the County shall reimburse the City of Newburgh for increased patrol and court time in connection with enhanced enforcement of laws prohibiting driving while intoxicated; and

WHEREAS, based on the data submittals submitted for the prior year the City of Newburgh is eligible for an award not to exceed $3,735.00 covering 70 person-hours for the First Enforcement Period of 2019; and

WHEREAS, the County will notify the City in writing of its eligibility for awards, if any, for the second and third enforcement periods of 2019 by a separate written award letter prior to the commencement of each such enforcement period; and

WHEREAS, this Council has determined that entering into such agreement would be in the best interests of the City of Newburgh;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the Interim City Manager or the Police Chief as Manager's designee be and he is hereby authorized to execute an Inter-Municipal Agreement with the County of Orange confirming the City's participation in the STOP-DWI Program for the period February 5, 2019 through January 1, 2020 in order to fund the additional cost of stepped-up police patrols and related court appearances and providing the City of Newburgh with an award not to exceed $3,735.00 covering 70 person-hours for the First Enforcement Period of 2019 (March 15, 2019 through May 28, 2019); and

BE IT FURTHER RESOLVED, that the City Council of the City of Newburgh, New York that the Interim City Manager or the Police Chief as Manager's designee be and he is hereby authorized to accept subsequent awards for the Second Enforcement Period (July 3, 2019 through September 3, 2019) and Third Enforcement Period (November 27, 2019 through January 1, 2020) covered by the 2019 STOP-DWI Agreement; and to execute all necessary documents to receive and comply with the terms of such Agreement and to carry out the program funded thereby.

#42-19

ORANGE COUNTY, NEW YORK

STOP-DWI / Traffic Safety Programs

22 Wells Farm Road
Goshen, New York 10924
845-615-0566

Steven M. Neuhaus
County Executive

Coordinator
Craig Cherry
Deputy Commissioner
Police Liaison Services

Administrator
Christina Hale

TO: CITY OF NEWBURGH

FROM: Craig Cherry, Orange County Stop-DWI Coordinator

DATE: February 5, 2019

Enclosed is your Department's contract for the 2019 STOP-DWI (Regular) enforcement patrol year funding **beginning on March 15, 2019 and ending on January 1, 2020.** The contract is for participation for the **full year.** The enclosed contract indicates the Not-to-Exceed total hours and/or dollar amount for the 1st Period beginning on March 15, 2019 and ending on May 28, 2019 in the amount of **$3735/70.** You will be subsequently notified by letter of the awarded amount of the total dollars/hours for the 2nd and 3rd periods of the year. Please review the attached Schedule A of the contract for enforcement dates and reimbursement requirements.

Please sign and return this contract to the above address at your earliest convenience to insure that your Department can participate in the enforcement period. **A BOARD CERTIFIED RESOLUTION IS REQUIRED FOR THE ACCEPTANCE OF THIS CONTRACT AS WELL AS FOR THE AUTHORIZATION OF A DESIGNATED OFFICIAL TO EXECUTE THE CONTRACT FOR YOUR MUNICIPALITY.**

Also included in the mailing is a completion packet containing:

- Enforcement Patrol Sheet (Copy as needed)
- Patrol Summary Sheet – To be completed at the end of the enforcement period by compiling all Patrol Sheets.
- Final Reimbursement Claim Form – To include participating officers' names, hours and salary/overtime costs per patrol shift. **The maximum reimbursement will be time and one-half based on the participating officer's hourly salary rates and no hourly rate higher than that of your department's highest paid Sergeant will be approved.**

If you have any questions, please do not hesitate to contact me.

Your officers are the front line of defense in keeping our roadways safe from impaired and intoxicated drivers. On behalf of County Executive, Steven Neuhaus and Orange County's Stop-DWI Program, thank you to you and your officers for your commitment to patrolling and protecting the County.

INTER-MUNICIPAL AGREEMENT

THIS INTER-MUNICIPAL AGREEMENT ("IMA") is entered into this 5th day of February, 2019, by and between the **COUNTY OF ORANGE**, a County of the State of New York, with its principal offices at 255-275 Main Street, Goshen, New York, by and through its Department of Emergency Services ("COUNTY"), and the **CITY OF NEWBURGH**, a City of the State of New York, with its principal offices at 55 Broadway, Newburgh, NY 12550, by and through its Police Department ("MUNICIPALITY").

ARTICLE 1. SCOPE OF AGREEMENT

The COUNTY is a municipal corporation chartered under the authority of the State of New York. Among other powers and duties, the COUNTY, by and through its Department of Emergency Services, administers the COUNTY's Special Traffic Options Program for Driving While Intoxicated in accordance with New York State Vehicle and Traffic Law Section 1197 ("STOP DWI Program"). The purpose of the STOP DWI Program is to coordinate and fund Orange County's town, city, and village efforts to reduce alcohol-related traffic injuries and fatalities. To facilitate this goal the COUNTY and the MUNICIPALITY recognize that police patrol enforcement campaigns are an effective tool towards ensuring safe and sober roadways.

It is the intention of the COUNTY, in order to carry out the goals of the STOP DWI Program, to award to the MUNICIPALITY funds in the manner set forth on Schedule A to be used solely to reimburse the MUNICIPALITY for man-hours dedicated to enforcement campaigns during the applicable campaign periods as more particularly described on Schedule A. The expenditure of these funds and all activity of the MUNICIPALITY relating to such funds, shall be in full compliance with the terms and conditions of this IMA and federal, State of New York ("State"), and local laws.

ARTICLE 2. TERM OF AGREEMENT

The term of this IMA shall commence on February 5, 2019 and end January 11, 2020.

ARTICLE 3. PROCUREMENT OF AGREEMENT

The MUNICIPALITY represents and warrants that no person or selling agency has been employed or retained by the MUNICIPALITY to solicit or secure this IMA upon an agreement for, or upon an understanding of, a commission, percentage, a brokerage fee, contingent fee or any other compensation. The MUNICIPALITY 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. The MUNICIPALITY makes such representations and warranties to induce the COUNTY to enter into this IMA and the COUNTY relies upon such representations and warranties in the execution hereof.

For a breach or violation of such representations or warranties, the COUNTY shall have the right to annul this IMA without liability, entitling the COUNTY to immediately recover the funds paid hereunder from the MUNICIPALITY. This remedy, if effected, shall not constitute the sole remedy afforded the COUNTY for such falsity or breach, nor shall it constitute a waiver of the COUNTY's right to claim damages or to take any other action provided for by law or pursuant to this IMA.

ARTICLE 4. CONFLICT OF INTEREST

The MUNICIPALITY represents and warrants that neither it nor any of its directors, officers, members, partners or employees, have an interest, and shall not acquire an interest, directly or indirectly which would or may conflict in any manner or degree with the performance of this IMA. The MUNICIPALITY further represents and warrants that in the performance of this IMA, 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 COUNTY, nor any person whose salary is payable, in whole or in part, by the COUNTY, 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 IMA or in the proceeds thereof, unless such person (1) is required by the Orange County Ethics Law, as amended from time to time, to submit a Disclosure form to the Orange County Board of Ethics, amends such Disclosure form to include his/her interest in this IMA, or (2) submits such a Disclosure form and (a) discloses his/her interest in this IMA, or (b) seeks a formal opinion from the Orange County Ethics Board as to whether or not a conflict of interest exists.

For a breach or violation of such representations or warranties, the COUNTY shall have the right to annul this IMA without liability, entitling the COUNTY to recover the funds. This remedy, if elected, shall not constitute the sole remedy afforded the COUNTY for such falsity or breach, nor shall it constitute a waiver of the COUNTY'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 IMA.

ARTICLE 5. ASSIGNMENT AND SUBCONTRACTING

No party shall assign any of its rights, interest, or obligations under this IMA, or enter into a sub-contract relating to the funds, without the prior written consent of the COUNTY.

ARTICLE 6. BOOKS AND RECORDS

The MUNICIPALITY agrees to maintain separate and accurate books, records, documents and other evidence and accounting procedures and practices that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this IMA.

The MUNICIPALITY shall, within five (5) business days written notice from the COUNTY, have all records associated with the funds awarded and the enforcement campaigns available for a physical inspection and/or audit by the COUNTY.

ARTICLE 7. RETENTION OF RECORDS

MUNICIPALITY agrees to retain all books, records and other documents relevant to this IMA for six (6) years after the funds are delivered. The COUNTY, or any State and/or Federal auditors, and any other persons duly authorized by the COUNTY, shall have full access and the right to examine any of said materials during said period.

ARTICLE 8. AUDIT BY THE COUNTY 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 COUNTY. The MUNICIPALITY shall submit any and all documentation and justification in support of expenditures or fees under this IMA as may be required by the COUNTY, so that it may evaluate the reasonableness of the charges, and the MUNICIPALITY shall make its records available to the COUNTY 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 COUNTY, the State, the federal government, and/or other persons duly authorized by the COUNTY. Such audits may include examination and review of the source and application of all funds whether from the COUNTY and State, the federal government, private sources or otherwise. The MUNICIPALITY shall not be entitled to any interim or final payment under this IMA if any audit requirements and/or requests have not been satisfactorily met.

ARTICLE 9. INDEMNIFICATION

The MUNICIPALITY agrees to defend, indemnify and hold harmless the COUNTY, its officials, employees and agents, against all claims, losses, damages, liabilities, costs or expenses (including reasonable attorney fees and costs of litigation and/or settlement) arising out of any act or omission of the MUNICIPALITY, its employees, representatives, subcontractor, assignees, or agents, relating to this IMA or the funds.

ARTICLE 10. TERMINATION

The COUNTY may, by written notice to the MUNICIPALITY, effective upon mailing, terminate this IMA in whole or in part at any time (i) for the COUNTY's convenience, (ii) upon the failure of the MUNICIPALITY to comply with any of the terms or conditions of this IMA, or (iii) upon the MUNICIPALITY becoming insolvent or bankrupt.

Upon termination of this IMA, the MUNICIPALITY shall comply with any and all COUNTY closeout procedures, including, but not limited to, (i) accounting for and refunding to the COUNTY within thirty (30) days, any unexpended funds which have been paid and/or transferred to MUNICIPALITY pursuant to this IMA; and (ii) furnishing within thirty (30) days an inventory to the COUNTY of all equipment, appurtenances and property purchased by MUNICIPALITY through or provided under this IMA, and carrying out any COUNTY directive concerning the disposition thereof.

Notwithstanding any other provision of this IMA, the MUNICIPALITY shall not be relieved of liability to the COUNTY for damages sustained by the COUNTY by virtue of the MUNICIPALITY's breach of this IMA or failure to perform in accordance with applicable standards.

Any rights and remedies of the COUNTY provided herein shall not be exclusive and are in addition to any other rights and remedies provided by law or this IMA.

ARTICLE 11. GENERAL RELEASE

The acceptance by the MUNICIPALITY, or its assignees, of the funds and of the terms of this IMA, shall constitute, and operate as a general release in favor of the COUNTY, from any and all claims of the MUNICIPALITY arising out of the performance of this IMA.

ARTICLE 12. SET-OFF RIGHTS

The COUNTY shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but are not limited to, the COUNTY's right to withhold for the purposes of set-off any monies otherwise due to the MUNICIPALITY (i) under any other agreement or contract with the COUNTY, including any agreement or contract commencing prior to or after the term of this IMA, or (ii) from the COUNTY by operation of law.

ARTICLE 13. GOVERNING LAW

This IMA shall be governed by the laws of the State of New York. The MUNICIPALITY shall utilize the funds in accordance with this IMA and applicable provisions of all federal, State, and local laws, rules, and regulations.

ARTICLE 14. ENTIRE AGREEMENT

The rights and obligation of the parties and their respective agents, successors and assignees shall be subject to and governed by this IMA, including Schedule A and each award letter, which supersedes any other understandings or writings between or among the parties.

ARTICLE 15. MODIFICATION

No amendment or modification of any of the terms and/or conditions of this IMA shall be valid unless reduced to writing and signed by both parties. The COUNTY shall not be bound by any changes made to this IMA that is not made in compliance with the above, and which imposes on the COUNTY any financial obligation. Unless otherwise specifically provided for therein, the provisions of this IMA shall apply with full force and effect to any such amendment, modification or change order.

IN WITNESS THEREOF, the parties hereto have executed this IMA as of the date set forth above.

COUNTY OF ORANGE

By: ____________________________
Steven M. Neuhaus
County Executive

DATE: ____________________________

MUNICIPALITY

By: ____________________________
Name:
Title:

DATE: ____________________________

SCHEDULE A-1
NEW YORK STATE VEHICLE AND TRAFFIC LAW §1197 FUNDS

ENFORCEMENT CAMPAIGNS/AGREEMENT TO PARTICIPATE.

MUNICIPALITY agrees to participate in three (3) STOP DWI Program enforcement campaign periods as follows:

First Enforcement Period – March 15, 2019 through May 28, 2019, which includes St. Patrick's Day and the Memorial Day holiday weekend.

Second Enforcement Period – July 3, 2019 through September 3, 2019, which includes the Independence Day and Labor Day holiday weekend enforcement campaigns.

Third Enforcement Period –November 27, 2019 through January 1, 2020, which includes Thanksgiving, Christmas, and the New Year's holidays enforcement campaigns.

Each of the three (3) enforcement campaigns coincides with state and national enforcement campaign efforts.

DATA SUBMITTAL.

MUNICIPALITY agrees to deliver to the COUNTY enforcement activity data in the form provided by the COUNTY, in its sole discretion, and required to be completed by the COUNTY, no later than ten (10) calendar days after the end of each enforcement period. Failure to timely submit the data may result in the MUNICIPALITY receiving the calculated minimum amount of hours/dollars for the next succeeding enforcement period or no award at all.

AWARD OF FUNDS.

Provided that MUNICIPALITY has performed in accordance with the terms of this IMA, the COUNTY, to the extent that funds are appropriated and available, will make up to three (3) awards of funds to support the MUNICIPALITY's STOP DWI Program enforcement campaigns. Each such award shall be data driven based upon the data submitted by the MUNICIPALITY to the COUNTY for enforcement activities occurring during the preceding enforcement period.

FIRST ENFORCEMENT PERIOD AWARD.

Based on data submittals from the MUNICIPALITY for the prior enforcement period November 1, 2018 through January 1, 2019, which submittals were required to be submitted to the COUNTY pursuant to a separate IMA between MUNICIPALITY and COUNTY, MUNICIPALITY is eligible for an award not to exceed **THREE THOUSAND SEVEN HUNDRED THIRTY-FIVE AND 00/100 ($3735)** covering **70** man-hours for the first enforcement period of 2019. The actual award payment to MUNICIPALITY shall be that amount earned as a result of man-hours expended by the MUNICIPALITY for STOP DWI Program enforcement activities during each preceding enforcement period as supported by the data submitted by the MUNICIPALITY.

WRITTEN NOTIFICATION OF AWARDS FOR THE SECOND AND THIRD ENFORCEMENT PERIODS OF 2019.

COUNTY will notify MUNICIPALITY in writing of its eligibility for awards, if any, for the second and third enforcement periods of 2019 by a separate written award letter delivered to MUNICIPALITY prior to the commencement of each such enforcement period. Each award letter shall state a not to exceed dollar value of the funds available to the MUNICIPALITY for reimbursement of man hours expended operating enforcement patrols during the applicable enforcement period and shall be annexed to and made a part of this IMA.

RESOLUTION NO.: 83 - 2018

OF

MARCH 26, 2018

A RESOLUTION AUTHORIZING THE CITY MANAGER OR THE POLICE CHIEF AS MANAGER'S DESIGNEE TO EXECUTE AN INTER-MUNICIPAL AGREEMENT WITH THE COUNTY OF ORANGE CONFIRMING CITY OF NEWBURGH PARTICIPATION IN THE STOP-DWI PROGRAM FOR THE ENFORCEMENT PERIOD OF MARCH 15, 2018 TO JANUARY 1, 2019 AND TO ACCEPT AN AWARD NOT TO EXCEED $3,145.00 COVERING 60 PERSON-HOURS FOR THE FIRST ENFORCEMENT PERIOD OF 2018 (MARCH 15, 2018 - MAY 29, 2018)

WHEREAS, the County of Orange (hereinafter "County") has provided the City of Newburgh (hereinafter "City") with an Inter-Municipal Agreement for a full year of participation to provide for the funding of the STOP-DWI Program within the City of Newburgh and an award notification for the enforcement period of March 15, 2018 and ending January 1, 2019; and

WHEREAS, the City of Newburgh agrees to participate in three (3) STOP DWI Program enforcement campaign periods as follows: First Enforcement Period - March 15, 2018 through May 29, 2018, which includes St. Patrick's Day and the Memorial Day holiday weekend; Second Enforcement Period - June 30, 2018 through September 4, 2018, which includes the Independence Day and Labor Day holiday weekend enforcement campaigns; and the Third Enforcement Period - November 1, 2018 through January 1, 2019, which includes Thanksgiving, Christmas and New Year's holiday enforcement campaigns; and

WHEREAS, the County shall reimburse the City of Newburgh for increased patrol and court time in connection with enhanced enforcement of laws prohibiting driving while intoxicated; and

WHEREAS, based on the data submittals submitted for the prior year the City of Newburgh is eligible for an award not to exceed $3,145.00 covering 60 person-hours for the First Enforcement Period of 2018; and

WHEREAS, the County will notify the City in writing of its eligibility for awards, if any, for the second and third enforcement periods of 2018 by a separate written award letter prior to the commencement of each such enforcement period; and

WHEREAS, this Council has determined that entering into such agreement would be in the best interests of the City of Newburgh;

RESOLUTION NO.: 43 - 2019

OF

FEBRUARY 25, 2019

A RESOLUTION AUTHORIZING THE INTERIM CITY MANAGER TO EXECUTE A CONTRACT WITH THE NEW YORK STATE INDUSTRIES FOR THE DISABLED, INC. TO PROVIDE CUSTODIAL SERVICES FOR CITY OWNED BUILDINGS LOCATED AT 55 BROADWAY AND 123 GRAND STREET FOR THE PERIOD SEPTEMBER 1, 2018 THROUGH AUGUST 31, 2019 AT A TOTAL COST OF $113,392.08

WHEREAS, the New York State Industries for the Disabled, Inc. ("NYSID") has submitted a proposal in connection with custodial services to be provided for City owned buildings located at 55 Broadway and 123 Grand Street; and

WHEREAS, such custodial services shall be provided by NYSID Member Agency Occupations; and

WHEREAS, the proposal provides for a one year contract at an annual total cost of $113,392.08; and

WHEREAS, funding for the cost of the contract shall be derived from A.1620.448; and

WHEREAS, this Council has reviewed the attached proposal and has determined that executing a contract 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 Interim City Manager be and he is hereby authorized to execute the attached contract entitled "Notice of Price Adjustment" with the New York State Industries for the Disabled, Inc. to provide custodial services for City-owned buildings located at 55 Broadway and 123 Grand Street for the period September 1, 2018 through August 31, 2019 at a total cost of $113,392.08.

43-19

NYSID
Purchasing That Powers Employment

NOTICE OF PRICE ADJUSTMENT

Date Sent:	February 8, 2019
Contracting Agency:	City of Newburgh
Customer Contact:	Joseph P. Donat
Job Title:	City Manager
Street Address:	83 Broadway
City, State, Zip:	Newburgh, NY 12550
Phone: [Customer Contact Business Phone] Fax: [Customer Contact Fax Number]	Email: JDonat@cityofnewburgh-ny.gov

Member Agency:	Access: Supports for Living Inc.
Contract or PO#	23027
Service:	Janitorial
Location:	Police Department (Public Safety) and Code Compliance (Grand Street)
Price:	9/1/2018-8/31/2019 - Prevailing Wage Adjustment 123 Grand Street (Code Compliance)$3,033.85 per month 55 ~~Grand Street~~ Broadway (Public Safety Bldg)$6,415.49 per month
Effective Date:	9/1/2018-8/31/2019
Reason and Pricing:	Prevailing wage adjustments, as mandated by NYS DOL

In accordance with the service agreement of the above referenced contract or purchase order, a price adjustment is applicable. The adjusted pricing will be in effect as of the effective date listed above. Please direct any questions to the contract staff assignment listed below. Please sign and return to the address below.

Attn: Witko, Donna
11 Columbia Circle Drive
Albany, NY 12203-5156

Phone:(518)463-9706 Ext: 217
Fax: [Staff Assignment Fax]
Email: dwitko@nysid.org

Authorized Signature: ____________

Job Title: ____________

Preferred Source Facilitating Entity	NYSID

Project Information				
Purchasing Agency Name	Town of Newburgh	Application Date	2/5/2019
Contact Name	Joseph P. Donat		
Contact Email			
Contact Phone Number	845 569 7320		
Contact Street Address	55 Broadway		
City, State, Zip Code	Newburgh NY 12550		
Project Name	Newburgh Police 55 Broadway		
Proposed Start Date	9/1/2018		

Direct Labor — People working to fulfill contract specifications

Disabled/Blind Labor Job Title	Estimated Number of Employees	Number of Hours	Hourly Wage	Total	
Janitorial Contract Worker		1,368.52	$ 15.50	$ 21,212.01	
Janitorial Contract Worker PTO		186.48	$ 15.50	$ 2,890.43	
Janitorial Contract Worker		273.70	$ 15.75	$ 4,310.83	
Janitorial Contract Worker PTO		37.30	$ 15.75	$ 587.41	
		-		$ -	
		-		$ -	
				$ -	
				$ -	
				$ -	
Disabled/Blind Labor Total	**Total FTE**	**Total Hours**	**Total Annual Hours**	**Total Wages**	**Direct Disabled Wages Total**
	0.9569	1,866.00	1950	$ 29,000.68	$ 29,000.68

	Estimated Number of Employees	Number of Hours	Hourly Wage	Total	
		-		$ -	
		-		$ -	
				$ -	
				$ -	
				$ -	
				$ -	
				$ -	
				$ -	
				$ -	
Non-Disabled Labor Total	**Total FTE**	**Total Hours**	**Total Annual Hours**	**Total Wages**	**Direct Non-Disabled Wages Total**
	0.0000	-	1950	$ -	$ -

Total All Direct Labor Wages
$ 29,000.68

Disabled Labor Ratio and FTEs

		DIRECT LABOR WORKFORCE AFFIRMATION (Please select from the drop-down box below)
Total Direct Disabled/Blind Labor Hours	1,866.00	
Total All Direct Labor Hours	1,866.00	
Disabled/Blind Labor Ratio: Percentage Disabled Labor Hours (Total Disabled Direct Labor / Total All Direct Labor Hours)	100.0000%	The total direct labor workforce involved in this application is comprised of 10 or fewer FTEs. A majority of these employees are blind, severely disabled or visually impaired.
FTEs (Direct Disabled Labor)	0.9569	
FTEs (Total Direct Labor)	0.9569	
I do so affirm the accuracy of the disabled direct labor ratio selected above.		Type or Print Name:________ Signature: ________

Preferred Source Facilitating Entity	NYSID

Project Information

Purchasing Agency Name	Town of Newburgh	Application Date	2/6/2019
Contact Name	Joseph P. Donat		
Contact Email			
Contact Phone Number	845 569 7320		
Contact Street Address	55 Broadway		
City, State, Zip Code	Newburgh NY 12550		
Project Name	Newburgh Police 55 Broadway		
Proposed Start Date	9/1/2018		

Indirect Labor — Management, oversight and titles not directly related to specifications.

Indirect Disabled/Blind Labor Job Title	Estimated Number of Employees	Number of Hours	Hourly Wage	Total	
				$ -	
				$ -	
				$ -	
Indirect Disabled Labor Total	Total FTE	Total Hours		Total Wages	Indirect Disabled Wages
	0.0000	-		$ -	$ -

Indirect Non-Disabled Labor Job Title	Estimated Number of Employees	Number of Hours	Hourly Wage	Total	
Crew Leader II	1	528.79	$ 20.59	$ 10,887.72	
Crew Leader II PTO		73.22	$ 20.59	$ 1,507.53	
Project Manager		-	$ -	$ -	
Project Manager PTO		-	$ -	$ -	
Indirect Non-Disabled Labor Total	Total FTE	Total Hours		Total Wages	Indirect Non-Disabled Wages
	0.3087	602.00		$ 12,395.25	$ 12,395.25

Total All Indirect Labor Wages
$ 12,396.25

Total All Wages
$ 41,395.93

Employee Benefits

Fringe Benefits (Excluding Article 9 Supplemental Benefits)

Benefit Type	Rate	Disabled/ Blind Labor Total	Non-Disabled/ Sighted Labor Total	Total
Workers Compensation	4.91%	$ 1,423.93	$ 608.61	$ 2,032.54
FICA	7.65%	$ 2,218.65	$ 948.24	$ 3,166.79
Medical Insurance	11.08%		$ 1,373.39	$ 1,373.39
Dental Insurance	0.22%		$ 27.27	$ 27.27
Life Insurance	0.10%		$ 12.40	$ 12.40
Long Term Disability	0.20%		$ 24.79	$ 24.79
Pension	2.00%		$ 247.91	$ 247.91
Disability	0.11%	$ 31.90	$ 13.63	$ 45.54
Unemployment Insurance	0.32%	$ 92.80	$ 39.66	$ 132.47
MTA Tax (if applicable)	0.34%	$ 98.60	$ 42.14	$ 140.76
Total Fringe Benefits (Excluding Article 9 Supplemental Benefits		$ 3,865.79	$ 3,338.04	$ 7,203.83

Article 9 Supplemental Benefits

Employee/Job Title	# of Hours	Supplemental Benefit Rate	Disabled/ Blind Labor Total	Non-Disabled/ Sighted Labor Total	Total
Disabled/ Blind Direct	547.41	$ 6.15	$ 3,366.66		
Disabled/ Blind Direct	1,094.81	$ 6.61	$ 7,236.72		
Non- Disabled/ Sighted Direct				$ -	

Preferred Source Facilitating Entity	NYSID

Project Information

Purchasing Agency Name	Town of Newburgh	Application Date	2/5/2019
Contact Name	Joseph P. Donat		
Contact Email			
Contact Phone Number	845 569 7320		
Contact Street Address	55 Broadway		
City, State, Zip Code	Newburgh NY 12550		
Project Name	Newburgh Police 55 Broadway		
Proposed Start Date	9/1/2018		

Non- Disabled/ Sighted Direct				$ -	
Total Supplemental Benefits			$ 10,603.27	$ -	$ 10,603.27

Summary

Description	Fringe Benefits (Excluding Article 9 Supplemental Benefits)	Article 9 Supplemental Benefits	Total All Benefits
Disabled/ Blind Labor	$ 3,865.79	$ 10,603.27	$ 14,469.06
Non- Disabled/ Sighted Labor	$ 3,338.04	$ -	$ 3,338.04
Total All Benefits			$ 17,807.10

Total All Wages + Benefits
$ 58,203.03

Insurance

Summary Total Other Insurance

Insurance Type	Cost	Total Insurance
		$ -

Preferred Source Facilitating Entity	NYSID

Project Information

Purchasing Agency Name	Town of Newburgh	Application Date	2/5/2019
Contact Name	Joseph P. Donat		
Contact Email			
Contact Phone Number	845 569 7320		
Contact Street Address	55 Broadway		
City, State, Zip Code	Newburgh NY 12550		
Project Name	Newburgh Police 55 Broadway		
Proposed Start Date	9/1/2018		

Equipment Amortization Costs

Description	Original Cost	Useful Life/Years	Prorated/ Annual Cost	
Equipment	$ 5,274.00	3	$ 1,758.00	
Subtotal			$ 1,758.00	Total Equipment Amortization
				$ 1,758.00

Equipment Operating Costs

Description	Quantity	Price	Total Cost	
Mileage	-	$ 0.58	$ -	
Maintenance			$ -	
Other (Specify)			$ -	
Other (Specify)			$ -	
Subtotal			$ -	Total Equipment Operating Cost
				$ -

Supplies and Non-Amortized Equipment

Description	Quantity	Price	Total Cost	
Supplies	1.00	$ 3,155.54	$ 3,155.54	
			$ -	
			$ -	
			$ -	
			$ -	
			$ -	
			$ -	
			$ -	
			$ -	
			$ -	
			$ -	
			$ -	
Subtotal			$ 3,155.54	Total Supplies and Non-Amortized Equipment
				$ 3,155.54

Other Costs

Description	Quantity	Price	Total Cost	
Subtotal		$ -	$ -	Total Other Cost
				$ -

Contract Subtotal
$ 64,116.57

Preferred Source Facilitating Entity	NYSID

Project Information

Purchasing Agency Name	Town of Newburgh	Application Date	2/6/2019
Contact Name	Joseph P. Donat		
Contact Email			
Contact Phone Number	845 569 7320		
Contact Street Address	55 Broadway		
City, State, Zip Code	Newburgh NY 12550		
Project Name	Newburgh Police 55 Broadway		
Proposed Start Date	9/1/2018		

Overhead and Fees

Description	Rate %		Total Cost	
Administrative Overhead	19.30%		$ 10,193.41	
Subtotal With Overhead			$ 74,309.98	
Preferred Source Fee	4.00%		$ 2,675.90	
Subtotal With Overhead and Fees			$ 76,985.88	Overhead and Fees Total
				$ 76,985.88

Contract Total
$ 76,985.88

Options for Extension

	Description	Term / Amount	Frequency	
Initial Contract Term (In Years)		Term:		
Options for Extensions		Term:	Frequency:	$ 76,985.88
				$ 76,985.88
Cost Escalator (If applicable)	Description:	Amount:	Frequency:	Monthly Total
				$ 6,415.49

NYSID Preferred Source Solutions

SERVICE COST ANALYSIS SHEET

Date Prepared:	July 18, 2017
Member Agency:	Access: Support for Living
Contracting Agency:	Newburgh City Police
Service:	Janitorial
Location:	55 Broadway Newburgh NY 12550
Contract Term:	July 1, 2017- June 30, 2018 Base Year July 1 increase
SQ Footage	
Number of Workers:	3
Number of Hours:	2
Frequency:	253

I. LABOR

A. DIRECT LABOR:

Annual hours employees work directly on contracts, plus other paid time (i.e. vacation, holiday or sick time).

DISABLED DIRECT LABOR:

Employee Hours	1,518.00 x	$15.00	per hour =	$22,770.00		
Employee Hours	156.00 x	$15.00	per hour =	$2,340.00	(Holiday/Sick/Vacation)	
Employee Hours	128.00 x	$15.00	per hour =	$1,920.00	2x stripping & waxing	
Employee Hours	64.00 x	$15.00	per hour =	$960.00	2x carpet cleaning	

a. TOTAL DISABLED LABOR HOURS: 1,866.00 — b. TOTAL DISABLED WAGES: 27,990.00

0.96 FTEs (Total # of Disabled Full Time Equivalents [a.TOTAL DISABLED LABOR HRS/1950])

NON-DISABLED DIRECT LABOR

Employee Hours	0.00 x	$15.00	per hour =	$0.00	
Employee Hours	0.00 x	$15.00	per hour =	$0.00	(Holiday/Sick/Vacation)

c. TOTAL NON-DISABLED LABOR HOURS: 0.00 — d. TOTAL NON-DISABLED WAGES: $0.00

e. TOTAL DIRECT LABOR HOURS (a.+c.): 1,866.00 — f. TOTAL WAGES b.+d.: $27,990.00

0.96 Total # of Full Time Equivalents

100.00% PERCENTAGE OF DISABLED LABOR HOURS

a. (Total Disabled Labor Hours) divided by e.(Total Direct Labor Hours) = Percentage of Disabled Labor Hours

B. INDIRECT LABOR:

Annual Supervision cost. If a supervisor performs tasks to fulfill contract specifications, those hours are considered direct labor.

DISABLED INDIRECT LABOR: $ Amt.

Employee Hours	x		per hour =	$0.00
Employee Hours	x		per hour =	$0.00

NON-DISABLED INDIRECT LABOR:

Supervisor	Employee Hours	602.00 x	$20.59	per hour =	$12,395.18
Coordinator	Employee Hours	x		per hour =	$0.00
	Fringes	23.06%	$12,395.18		$2,858.33

TOTAL INDIRECT LABOR HOURS: 602.00 — TOTAL INDIRECT WAGES: $15,253.51

SUBTOTAL PAGE 1 - WAGES (TOTAL DIRECT WAGES + TOTAL INDIRECT WAGES) $43,243.51

II. EMPLOYEE BENEFITS

			Disabled		Non-Disabled	
A. Workers Compensation						
B. Medical And Life Insurance						
C. Payroll Taxes						
Fica Rate 12.39%	X Disabled Payroll	$27,990.00 =	$3,467.96			
Fica Rate 12.39%	X Non-Disabled Payroll	$0.00 =			$0.00	
D. Non-Statutory		Hours		Hours		
Article 9 Supplemental Benefits						
	$5 71	855	$4,882.05	0	$0.00	
		0	$0.00	0	$0.00	
		0	$0.00	0	$0.00	
	$6 15	855	$5,258.25	0	$0.00	
		0	$0.00	0	$0.00	
		0	$0.00	0	$0.00	
Other Supplemental Benefits						
Total Benefits			$13,608.26		$0.00	$13,608.26

III. INSURANCE

	Disabled	Non-Disabled	
A. Comprehensive General Liability			
B. Comprehensive Vehicle Liability			
C. Other			
Total Insurance	$0.00	$0.00	$0.00

IV. EQUIPMENT AMORTIZATION

DESCRIPTION OF EQUIPMENT

(Original Cost Minus Salvage Value) divided by # of years of useful life = Prorated Annual Amount

	Original Cost		Useful Life/Yrs	Prorated Annual $
Equipment - please see attached	$5,274.00	divided by	3.00	$1,758.00
Access:Supports for living will supply all major & minor equipment		divided by		
		divided by		

Total Equipment Amortization $1,758.00

V. EQUIPMENT OPERATING COSTS

A. Gas/Oil

0.54 per mile ______ # of Miles $0.00

B. Maintenance

C. Other

Total Equipment Operating Costs $0.00

SUBTOTAL PAGES 1 & 2 $58,609.77

VI. SUPPLIES AND NON-AMORTIZED EQUIPMENT

DESCRIPTION

Supplies - please see attached	$3,155.54
Access will supply all cleaning chemicals.	
Newburgh Clinic will supply trash bags,	
toilet paper, paper towels, soap	

Total Supplies and Non-Amortized Equipment $3,155.54

VII. OTHER

DESCRIPTION

Total Other Expenses $0.00

Subtotal $61,765.31

VIII. ADMINISTRATIVE OVERHEAD 10% Fee Frozen $10,193.41

SUBTOTAL $71,958.72

IX. NYSID 4% FEE: Fee Frozen $2,675.90

TOTAL COST OF CONTRACT

Annual $74,634.62

Per month $6,219.55

COMMENTS: 3% increase in supplies 3% increase in supervisor wage and Wage and H&W benefit adjusted per Article 9

Payroll Tax 12.39% Breakdown		Supervision Fringes 23.06% Breakdown
Workers Comp (50652)	3.92%	3.92%
Unemployment (50651)	0.46%	0.46%
FICA	7.65%	7.65%
Disability (50655)	0.03%	0.03%
MTA	0.34%	0.34%
Life Insurance		0.06%
Long Term disability		0.20%
Health Insurance		8.00%
Dental Insurance		0.26%
Pension		2.10%

Submit this signed cost analysis via E-mail, mail or fax along with the Service Application and Renewal Form to:
(If sent via e-mail, please fax or mail a signed copy)

Mail: New York State Industries for the Disabled, Inc.
ATTN: Contract Administration
11 Columbia Circle Drive
Albany, NY 12203-5156

E-Mail administrator@nysid.org

Fax: 518-463-9708
Phone: 518-463-9708

Authorized Signature: Hector Rolon

Printed Name:

Job Title:

Date: 7/20/17

Reviewed and Submitted by: NYSID Representative

Preferred Source Facilitating Entity	NYSID

Project Information				
Purchasing Agency Name	Town of Newburgh	Application Date	2/5/2019
Contact Name	Joseph P. Donat		
Contact Email			
Contact Phone Number	845 569 7320		
Contact Street Address	123 Grand Street Newburgh NY 12550		
City, State, Zip Code	Newburgh NY 12550		
Project Name	Code Complaiance 123 Grand St., Newburgh		
Proposed Start Date	9/1/2018-8/31/2020		

Direct Labor — People working to fulfill contract specifications

Disabled/Blind Labor Job Title	Estimated Number of Employees	Number of Hours	Hourly Wage	Total	
Janitorial Contract Worker		671.66	$ 15.50	$ 10,410.74	
Janitorial Contract Worker PTO		91.52	$ 15.50	$ 1,418.61	
Janitorial Contract Worker		134.33	$ 15.75	$ 2,115.73	
Janitorial Contract Worker PTO		18.30	$ 15.75	$ 288.30	
				$ -	
				$ -	
				$ -	
				$ -	
				$ -	
Disabled/Blind Labor Total	Total FTE	Total Hours	Total Annual Hours	Total Wages	Direct Disabled Wages Total
	0.4692	915.00	1950	$ 14,233.38	$ 14,233.38

Non-Disabled Labor Job Title	Estimated Number of Employees	Number of Hours	Hourly Wage	Total	
Crew Leader		-	$ 20.59	$ -	
Crew Leader PTO		-	$ 20.59	$ -	
				$ -	
				$ -	
				$ -	
				$ -	
				$ -	
				$ -	
				$ -	
Non-Disabled Labor Total	Total FTE	Total Hours	Total Annual Hours	Total Wages	Direct Non-Disabled Wages Total
	0.0000	-	1950	$ -	$ -

Total All Direct Labor Wages
$ 14,233.38

Disabled Labor Ratio and FTEs

Total Direct Disabled/Blind Labor Hours	915.00	DIRECT LABOR WORKFORCE AFFIRMATION (Please select from the drop-down box below)
Total All Direct Labor Hours	915.00	
Disabled/Blind Labor Ratio: Percentage Disabled Labor Hours (Total Disabled Direct Labor / Total All Direct Labor Hours)	100.0000%	The total direct labor workforce involved in this application is comprised of 10 or fewer FTEs. A majority of these employees are blind, severely disabled or visually impaired.
FTEs (Direct Disabled Labor)	0.4692	
FTEs (Total Direct Labor)	0.4692	
I do so affirm the accuracy of the disabled direct labor ratio selected above.		Type or Print Name:__________ Signature: __________

Preferred Source Facilitating Entity	NYSID

Project Information

Purchasing Agency Name	Town of Newburgh	Application Date	2/5/2019
Contact Name	Joseph P. Donat		
Contact Email			
Contact Phone Number	845 569 7320		
Contact Street Address	123 Grand Street Newburgh NY 12550		
City, State, Zip Code	Newburgh NY 12550		
Project Name	Code Compliance 123 Grand St., Newburgh		
Proposed Start Date	9/1/2018-8/31/2020		

Indirect Labor
Management, oversight and titles not directly related to specifications.

Indirect Disabled/Blind Labor Job Title	Estimated Number of Employees	Number of Hours	Hourly Wage	Total	
				$ -	
				$ -	
				$ -	
Indirect Disabled Labor Total	Total FTE	Total Hours		Total Wages	Indirect Disabled Wages
	0.0000	-		$ -	$ -

Indirect Non-Disabled Labor Job Title	Estimated Number of Employees	Number of Hours	Hourly Wage	Total	
Crew Leader II	1	247.71	$ 20.59	$ 5,100.26	
Crew Leader II PTO		34.30	$ 20.59	$ 706.19	
Project Manager		-	$ -	$ -	
Project Manager PTO		-	$ -	$ -	
Indirect Non-Disabled Labor Total	Total FTE	Total Hours		Total Wages	Indirect Non-Disabled Wages
	0.1446	282.00		$ 5,806.45	$ 5,806.45

Total All Indirect Labor Wages
$ 5,806.45

Total All Wages
$ 20,039.83

Employee Benefits

Fringe Benefits (Excluding Article 9 Supplemental Benefits)

Benefit Type	Rate	Disabled/ Blind Labor Total	Non-Disabled/ Sighted Labor Total	Total
Workers Compensation	4.91%	$ 698.86	$ 285.10	$ 983.96
FICA	7.65%	$ 1,088.86	$ 444.19	$ 1,533.05
Medical Insurance	11.08%		$ 643.35	$ 643.35
Dental Insurance	0.22%		$ 12.77	$ 12.77
Life Insurance	0.10%		$ 5.81	$ 5.81
Long Term Disability	0.20%		$ 11.61	$ 11.61
Pension	2.00%		$ 116.13	$ 116.13
Disability	0.11%	$ 15.66	$ 6.39	$ 22.04
Unemployment Insurance	0.32%	$ 45.55	$ 18.58	$ 64.13
MTA Tax (If applicable)	0.34%	$ 48.39	$ 19.74	$ 68.14
Total Fringe Benefits (Excluding Article 9 Supplemental Benefits		$ 1,897.31	$ 1,563.68	$ 3,460.99

Article 9 Supplemental Benefits

Employee/Job Title	# of Hours	Supplemental Benefit Rate	Disabled/ Blind Labor Total	Non-Disabled/ Sighted Labor Total	Total
Disabled/ Blind Direct	268.56	$ 6.16	$ 1,662.29		
Disabled/ Blind Direct	537.33	$ 6.61	$ 3,551.74		
Non- Disabled/ Sighted Direct				$ -	

Preferred Source Facilitating Entity	NYSID

Project Information				
Purchasing Agency Name	Town of Newburgh	Application Date	2/5/2019
Contact Name	Joseph P. Donat		
Contact Email			
Contact Phone Number	845 569 7320		
Contact Street Address	123 Grand Street Newburgh NY 12550		
City, State, Zip Code	Newburgh NY 12550		
Project Name	Code Complaiance 123 Grand St., Newburgh		
Proposed Start Date	9/1/2018-8/31/2020		

Non- Disabled/ Sighted Direct				$ -	
Total Supplemental Benefits			$ 5,204.03	$ -	$ 5,204.03

Summary

Description	Fringe Benefits (Excluding Article 9 Supplemental Benefits)	Article 9 Supplemental Benefits	Total All Benefits
Disabled/ Blind Labor	$ 1,897.31	$ 5,204.03	$ 7,101.34
Non- Disabled/ Sighted Labor	$ 1,563.68	$ -	$ 1,563.68
Total All Benefits			$ 8,665.01

Total All Wages + Benefits
$ 28,704.85

Insurance

Summary Total Other Insurance

Insurance Type	Cost	Total Insurance
		$ -

Preferred Source Facilitating Entity	NYSID

Project Information

Purchasing Agency Name	Town of Newburgh	Application Date	2/5/2019
Contact Name	Joseph P. Donat		
Contact Email			
Contact Phone Number	845 569 7320		
Contact Street Address	123 Grand Street Newburgh NY 12550		
City, State, Zip Code	Newburgh NY 12550		
Project Name	Code Complaiance 123 Grand St., Newburgh		
Proposed Start Date	9/1/2018-8/31/2020		

Equipment Amortization Costs

Description	Original Cost	Useful Life/Years	Prorated/ Annual Cost	
Equipment	$ 1,758.00		$ 1,758.00	
Subtotal			$ 1,758.00	Total Equipment Amortization
				$ 1,758.00

Equipment Operating Costs

Description	Quantity	Price	Total Cost	
Mileage	-	$ 0.58	$ -	
Maintenance			$ -	
Other (Specify)			$ -	
Other (Specify)			$ -	
Subtotal			$ -	Total Equipment Operating Cost
				$ -

Supplies and Non-Amortized Equipment

Description	Quantity	Price	Total Cost	
			$ -	
			$ -	
			$ -	
			$ -	
			$ -	
			$ -	
			$ -	
			$ -	
			$ -	
			$ -	
Subtotal			$ -	Total Supplies and Non-Amortized Equipment
				$ -

Other Costs

Description	Quantity	Price	Total Cost	
Subtotal		$ -	$ -	Total Other Cost
				$ -

Contract Subtotal
$ 30,462.85

FORM 3
Code and Compliance

Preferred Source Facilitating Entity	NYSID

Project Information				
Purchasing Agency Name	Town of Newburgh		Application Date	2/5/2019
Contact Name	Joseph P. Donat			
Contact Email				
Contact Phone Number	845 569 7320			
Contact Street Address	123 Grand Street Newburgh NY 12550			
City, State, Zip Code	Newburgh NY 12550			
Project Name	Code Complaiance 123 Grand St., Newburgh			
Proposed Start Date	9/1/2018-8/31/2020			

Overhead and Fees	Description	Rate %		Total Cost	
	Administrative Overhead	19.30%		$ 4,700.45	
	Subtotal With Overhead			$ 35,163.30	
	Preferred Source Fee	4.00%		$ 1,242.85	
	Subtotal With Overhead and Fees			$ 36,406.15	Overhead and Fees Total
					$ 36,406.15

Contract Total
$ 36,406.15

Options for Extension					
Initial Contract Term (In Years)		Term			
Options for Extensions		Term	Frequency		Annual Total
					$ 36,406.15
Cost Escalator (If applicable)	Description	Amount	Frequency		Monthly Total
					$ 3,033.85

NYSID Preferred Source Solutions — SERVICE COST ANALYSIS SHEET

Date Prepared:	March 1, 2017
Member Agency:	Access: Support for Living
Contracting Agency:	Newburgh Code Compliacne
Service:	Janitorial
Location:	123 Grand Street Newburgh NY 12550
Contract Term:	July 1, 2017- June 30, 2018 Base Year July 1 increase
SQ Footage	
Number of Workers:	3
Number of Hours:	1.5
Frequency:	156

I. LABOR

A. DIRECT LABOR:

Annual hours employees work directly on contracts, plus other paid time (i.e. vacation, holiday or sick time).

DISABLED DIRECT LABOR:

	Hours		Rate		Amount	
Employee Hours	702.00	x	$15.00	per hour =	$10,530.00	
Employee Hours	117.00	x	$15.00	per hour =	$1,755.00	(Holiday/Sick/Vacation)
Employee Hours	64.00	x	$15.00	per hour =	$960.00	2x stripping & waxing
Employee Hours	32.00	x	$15.00	per hour =	$480.00	2x carpet cleaning

a. TOTAL DISABLED LABOR HOURS: 915.00 — b. TOTAL DISABLED WAGES: 13,725.00

0.47 FTEs (Total # of Disabled Full Time Equivalents [a.TOTAL DISABLED LABOR HRS/1950])

NON-DISABLED DIRECT LABOR

	Hours		Rate		Amount	
Employee Hours	0.00	x	$15.00	per hour =	$0.00	
Employee Hours	0.00	x	$15.00	per hour =	$0.00	(Holiday/Sick/Vacation)

c. TOTAL NON-DISABLED LABOR HOURS: 0.00 — d. TOTAL NON-DISABLED WAGES: $0.00

e.TOTAL DIRECT LABOR HOURS (a.+c.): 915.00 — f. TOTAL WAGES b.+d.: $13,725.00

0.47 Total # of Full Time Equivalents

100.00% PERCENTAGE OF DISABLED LABOR HOURS

a. (Total Disabled Labor Hours) divided by e.(Total Direct Labor Hours) = Percentage of Disabled Labor Hours

B. INDIRECT LABOR:

Annual Supervision cost. If a supervisor performs tasks to fulfill contract specifications, those hours are considered direct labor.

DISABLED INDIRECT LABOR

	Hours		$ Amt.		Amount
Employee Hours		x		per hour =	$0.00
Employee Hours		x		per hour =	$0.00

NON-DISABLED INDIRECT LABOR

		Hours		Rate		Amount
Supervisor	Employee Hours	282.00	x	$20.59	per hour =	$5,806.38
Coordinator	Employee Hours		x		per hour =	$0.00
	Fringes	23.06%		$5,806.38		$1,338.95

TOTAL INDIRECT LABOR HOURS: 282.00 — TOTAL INDIRECT WAGES: $7,145.33

SUBTOTAL PAGE 1 - WAGES (TOTAL DIRECT WAGES + TOTAL INDIRECT WAGES) $20,870.33

II. EMPLOYEE BENEFITS

			Disabled		Non-Disabled	
A. Workers Compensation						
B. Medical And Life Insurance						
C. Payroll Taxes						
Fica Rate 12.39%	X Disabled Payroll	$13,725.00 =	$1,700.53			
Fica Rate 12.39%	X Non-Disabled Payroll	$0.00 =			$0.00	
D. Non-Statutory	Hours			Hours		
Article 9 Supplemental Benefits						
$5.71	399		$2,278.29	0	$0.00	
	0		$0.00	0	$0.00	
	0		$0.00	0	$0.00	
$6.15	399		$2,453.85	0	$0.00	
	0		$0.00	0	$0.00	
	0		$0.00	0	$0.00	
Other Supplemental Benefits						
Total Benefits			$6,432.67		$0.00	$6,432.67

III. INSURANCE

	Disabled	Non-Disabled	
A. Comprehensive General Liability			
B. Comprehensive Vehicle Liability			
C. Other			
Total Insurance	$0.00	$0.00	$0.00

IV. EQUIPMENT AMORTIZATION

DESCRIPTION OF EQUIPMENT

(Original Cost Minus Salvage Value) divided by # of years of useful life = Prorated Annual Amount

	Original Cost		Useful Life/Yrs	Prorated Annual $
Equipment - please see attached	$1,758.00	divided by	1.00	$1,758.00
Access:Supports for living will supply all major & minor equipment		divided by		
		divided by		

Total Equipment Amortization $1,758.00

V. EQUIPMENT OPERATING COSTS

A. Gas/Oil

0.54 per mile ____ # of Miles $0.00

B. Maintenance

C. Other

Total Equipment Operating Costs $0.00

SUBTOTAL PAGES 1 & 2 $29,061.00

VI. SUPPLIES AND NON-AMORTIZED EQUIPMENT

DESCRIPTION

Supplies - please see attached

Access will supply all cleaning chemicals.

Newburgh Clinic will supply trash bags,

toilet paper, paper towels, soap

Page 2 of 3

Total Supplies and Non-Amortized Equipment		$0.00

VII. OTHER

DESCRIPTION

Total Other Expenses	$0.00	
Subtotal		$29,061.00
VIII. ADMINISTRATIVE OVERHEAD ~~19.86%~~ 17.82%	$4,700.45	
SUBTOTAL		$33,761.45
IX. NYSID 4% FEE		$1,242.85
TOTAL COST OF CONTRACT	Annual	$35,004.30
	Per month	$2,917.02

COMMENTS: 3% increase in supplies 3% increase in supervisor wage and Wage and H&W benefit adjusted per Article 9

Payroll Tax 12.39% Breakdown		Supervision Fringes 23.06% Breakdown
Workers Comp (50652)	3.92%	3.92%
Unemployment (50651)	0.46%	0.46%
FICA	7.65%	7.65%
Disability (50655)	0.03%	0.03%
MTA	0.34%	0.34%
Life Insurance		0.08%
Long Term disability		0.20%
Health Insurance		8.00%
Dental Insurance		0.28%
Pension		2.10%

Submit this signed cost analysis via E-mail, mail or fax along with the Service Application and Renewal Form to:
(If sent via e-mail, please fax or mail a signed copy)

Mail: New York State Industries for the Disabled, Inc.
ATTN: Contract Administration
11 Columbia Circle Drive
Albany, NY 12203-5156

E-Mail administrator@nysid.org

Fax: 518-463-9708
Phone: 518-463-9706

Authorized Signature: Hector Rolon

Printed Name:

Job Title:

Date: 7/20/17

Reviewed and Submitted by: NYSID Representative

RESOLUTION NO.: 190 - 2014

OF

AUGUST 11, 2014

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT WITH THE NEW YORK STATE INDUSTRIES FOR THE DISABLED, INC. TO PROVIDE CUSTODIAL SERVICES FOR CITY OWNED BUILDINGS LOCATED AT 55 BROADWAY AND 123 GRAND STREET ~~AT A COST OF $101,887.35~~

WHEREAS, the New York State Industries for the Disabled, Inc. ("NYSID") has submitted a proposal in connection with custodial services to be provided for City owned buildings located at 55 Broadway and 123 Grand Street; and

WHEREAS, such custodial services shall be provided by NYSID Member Agency Occupations; and

WHEREAS, the proposal provides for a one year contract at an annual cost of One Hundred One Thousand Eight Hundred Eighty Seven and 35/100 ~~($101,887.35)~~ Dollars with two annual renewal options with a CPI adjustment; and

WHEREAS, such funding shall be derived from Public Safety Building and Grand Street Courthouse - Other Services, ~~A.3399.0448 and A.1120.0448~~; respectively; and
A.1620.0448

WHEREAS, this Council has reviewed the attached proposal and has determined that executing a contract 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 the attached contract entitled "Request for Price Concurrence" with the New York State Industries for the Disabled, Inc. to provide custodial services for City-owned buildings located at 55 Broadway and 123 Grand Street at an annual cost of ~~One Hundred One Thousand Eight Hundred Eighty Seven and 35/100 ($101,887.35) Dollars~~.

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 8/11/14 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 Aug 2014

City Clerk

RESOLUTION NO.: ___44___ - 2019

OF

FEBRUARY 25, 2019

A RESOLUTION AUTHORIZING THE INTERIM CITY MANAGER TO APPLY FOR AND ACCEPT IF AWARDED A GRANT FROM THE OFFICE OF THE NEW YORK STATE ATTORNEY GENERAL THROUGH LOCAL INITIATIVES SUPPORT CORPORATION ZOMBIE AND VACANT PROPERTIES REMEDIATION AND PREVENTION INITIATIVE ROUND 2 IN AN AMOUNT NOT TO EXCEED $200,000.00 TO RETAIN THE NEIGHBORHOOD STABILIZATION COORDINATOR POSITION AND TO TRAIN THE CODE ENFORCEMENT STAFF

WHEREAS, by Resolution No. 240-2016 of September 12, 2016, the City Council of the City of Newburgh authorized the City Manager to apply for and accept if awarded a grant from the Office of the New York State Attorney General through Local Initiatives Support Corporation ("LISC") in an amount not to exceed $149,262.98 for the purpose of hiring two full-time Code Enforcement Officers; and

WHEREAS, the City of Newburgh was invited to apply for a LISC Zombie and Vacant Properties Remediation and Prevention Initiative Round 2 grant in an amount not to exceed $200,000.00; and

WHEREAS, the City of Newburgh intends to use such grant funding to retain the Neighborhood Stabilization Coordinator position, provide training to the Code Enforcement staff, and if funding is sufficient, to hire and train Code Enforcement Technicians, all of which will focus on the management of the City's severely distressed vacant properties, including but not limited to zombie properties, distressed occupied properties, foreclosure prevention and tenant advocacy with regard to code violations; and

WHEREAS, this Council has determined that making such application and accepting such funds if awarded 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 Interim City Manager be and he is hereby authorized to apply for and accept if awarded a grant from the Office of the New York State Attorney General through Local Initiatives Support Corporation Zombie and Vacant Properties Remediation and Prevention Initiative Round 2 in an amount not to exceed $200,000.00; and that the Interim City Manager is authorized to execute all such documentation and take such further actions as may be appropriate and necessary to accept such grant and administer the programs funded thereby.

4/4-19

Local Initiatives Support Corporation

"Zombie" and Vacant Properties
Remediation and Prevention Initiative – ROUND 2
Also called "ZOMBIES 2.0"

Request for Applications January 26, 2019

ZOMBIES 2.0

REQUEST FOR APPLICATIONS ("RFA")

RFA Issue Date:	Saturday, January 26, 2019
Phone Meetings:	Tuesday, February 5, 2019 at 11 AM
	Thursday, February 21, 2019 at 2PM
Application Due:	**Friday, March 8, 2019 by 4 PM**
Notice of Awards:	April 12, 2019 (Projected date.)

LISC reserves the right to extend the application deadline. If it is extended, LISC will inform you via e-mail.

Applications are by Invitation. Municipalities were invited to apply based on the scale and severity of their "zombie" and other vacant one-to-four family house problem and other criteria discussed in this RFA.

Application Logistics: All application materials must be submitted in Microsoft Word and Excel or similar formats (with the option to also provide in PDF), and uploaded to LISC's BOX. Applicants must also preregister for an individualized BOX.com folder on or before February 27, 2019 by sending an e-mail to Helene Caloir at nyshousingfund@lisc.org with a copy to Tarra Laurent at TLaurent@lisc.org the names and e-mail addresses of up to two contacts for each applicant Municipality.

Hand delivered and faxed applications will not be accepted.

INFORMATION ABOUT THE REQUEST FOR APPLICATIONS

A. Background: New York State Abandoned Property Neighborhood Relief Act of 2016

As part of the 2016 Legislative Session, New York enacted legislation to address the adverse effects of vacant one-to-four family houses, whose owners were in default on their mortgages or in some stage of the foreclosure process, often referred to as "zombie" properties. The law, known as the New York State Abandoned Property Neighborhood Relief Act of 2016 (the "Zombie Law"), requires banks and other mortgagees to externally maintain vacant one-to-four family houses while loans are delinquent and during the foreclosure process. Banks face a potential penalty of up to $500 per day per property for failing to maintain these houses. The law also establishes an electronic registry of vacant properties encumbered by mortgages, maintained by the New York State Department of Finance (DFS), to enable New York State and local governments to identify and hold accountable those banks or other mortgagees responsible for property maintenance.

The enactment of the Zombie Law gave New York cities, towns and villages a powerful tool to address the problem of zombies in their jurisdictions because, for the first time, they could hold lienholders accountable to repair and maintain the exterior of vacant houses. Before enactment of this law, existing state and local code enforcement laws generally obligated solely the owners to maintain properties; so the Zombie Law was a significant change.[1]

B. Prior Grant Making – Round 1: "Zombie" and Vacant Properties Remediation and Prevention Initiative (the "Zombie Grants")

Also in 2016, funds became available through settlements between the Office of the New York Attorney General and certain financial institutions that included consumer relief obligations such as the provision of grant funds for housing initiatives in New York State including initiatives to strengthen code enforcement and housing quality improvement. The combination of these new funding streams and the enactment of the Zombie Law enabled the creation of the first "Zombie" and Vacant Properties Remediation and Prevention Initiative, also known as "Zombie Grants".[2] Through Round 1 of the Zombie Grants program, LISC awarded $12.6 million in grants to 76 New York municipal corporations: cities, towns and villages with significant numbers of zombie and vacant properties, challenging them to develop new processes or tools to tackle the various problems created by vacant and abandoned properties. This funding enabled local governments to improve their code enforcement practices by providing municipalities with additional tools

[1] Unless specified otherwise, the use of 'code enforcement' in this RFA means housing and building code enforcement on existing structures and properties.

[2] For purposes of this RFA, a 'zombie property' is an unoccupied 1-4 unit residential property encumbered with a mortgage that is delinquent, or delinquent and in the foreclosure process, and which the owner has physically vacated. A 'vacant property' is an unoccupied residential property.

and resources. Because the most effective way to address zombie properties is to prevent mortgage foreclosure in the first place, a portion of the grant was allocated to connecting at-risk homeowners to foreclosure prevention resources.[3] Some of the most impactful results of the Zombie Grant program include:

- ***Improved data collection and analysis***: Communities cataloged vacant properties and broke down data silos across departments to better understand their inventory of vacants and neighborhood trends as well as to prioritize the worst problem properties for code enforcement activities, and even predict potential zombies and vacant properties before they are abandoned.
- ***Deployed new technology***: Communities obtained new or upgraded technology to more efficiently and effectively collect, analyze and share both parcel and market data to help drive decisions and inform the most appropriate strategies.
- ***Restructured internal organization and operations to maximize impact***: Municipalities designated a single staff person, often with direct authority from the Executive Office, to "own" the zombie and vacants issue in their municipality. These "Zombie Coordinators", functioned as quarterbacks, led and supervised inter-departmental task forces, identified new opportunities for departments to coordinate activities and resources, and implemented reforms to data collection practices and policies in support of more comprehensive approaches to vacant and abandoned properties.
- ***Boosted capacity of code enforcement and legal departments***: Communities added code enforcement and legal staff to enhance data collection and enforcement efforts, as well as to pilot new tools and programs such as commencing Article 19A proceedings and Zombie Law actions, and adopting vacant property registration ordinances. Legal staff conducted title searches to identify lienholders or owners who abandoned their property upon receiving a foreclosure notice in order to compel maintenance, collect taxes and fines and pursue legal remedies.
- ***Connected at-risk homeowners to foreclosure prevention resources:*** All communities committed a portion of their grant for outreach activities including town halls, mailings, public service announcements and other actions to reach homeowners in danger of losing their houses to mortgage and property tax foreclosure.

The first round of the Zombie Grants provided local governments the opportunity to learn about their zombie and vacant houses and explore ways to reduce the number and adverse effects of these properties on communities. Providing a platform for information sharing across municipalities also helped develop best practices. The second round of Zombie Grants will give existing grantees additional resources to continue to inventory and assess problem properties and to adopt best practices to enhance their code enforcement strategies. It will also enable new

[3] At-risk homeowners are occupying their homes whereas zombies and vacant properties are **unoccupied.**

grantees to develop their own strategies with the benefit of having the knowledge and relationships developed during Round 1.

C. Zombies 2.0 Grant Purpose:

LISC is providing $9 million in grants through "Zombie Grants Round 2", an invitation-only Request for Applications to municipalities to support programs addressing homeowner retention, one-to-four family housing vacancy and property distress prevention, with an emphasis on "zombie" property prevention and enforcement. This second round of funding will be directed to municipalities that have the greatest number of vacant houses, high vacants to total housing stock ratios, and a significant percentage of residents living below the federal poverty line. LISC anticipates making up to 40 grants to qualified applicants.

These resources will enable municipalities to partner with New York State to ensure continued implementation of, and compliance with, the Zombie Law. The grant will support the efforts of municipalities to prevent future "zombie houses" by connecting homeowners to foreclosure prevention programs and by providing some funding for such programs. Funding is also available to support municipalities' programs that address issues related to housing vacancy and distress, including those dealing with vacant tax delinquent properties. The LISC Grant funds distributed pursuant to this RFA will be made available from funds administered by Enterprise Community Partners.

D. Projects Eligible for Grant Funding:

LISC proposes to award grants in a range of amounts depending on the scale of the municipality's zombie and other vacant properties problem and its need defined by:

- The ratio of vacant houses to the total number of houses in the municipality;
- The size and existing capacity of the municipality; and
- The scale of residential vacancy within the municipality.

Funding awards will also be determined based on returning Zombie Grantees' track record of using their Round 1 Zombie grant funds strategically and effectively to address the problem, and the quality of the response to this Request for Applications. The grants will be made in two (2), three (3) or four (4) disbursements over a 12-month, 18-month or 24-month period, respectively for grantees who received Round 1 grants depending on when they complete their deliverables for, and finish using, their Round 1 grant awards. Grantees awarded funds for the first time in Round 2 will receive four (4) disbursements over a 24-month period.

Uses of grant funding may include, but is not limited to:

(1) Hiring or continuing to retain a Vacants/Zombie coordinator or "quarterback" – a position designated to focus on the vacants challenge whose role includes some or all of the following responsibilities:

- Externally inspect and assess known and suspected zombies and vacants (unless there is a designated code enforcement officer or multiple officers regularly conducting such inspections).
- Conduct research about suspected vacants and zombies to verify vacancy, property ownership, lien history, and current ownership/liens.
- Organize and staff internal or internal/external vacant task forces to prioritize problem vacants and develop multi-departmental and/or community-based strategies for addressing these properties.
- Updating local database, with data from multiple sources, to track vacant properties.
- Research, identify, and apply for resources at the local, state, and federal level to support the municipality's multi-faceted approach to individual problem properties or vacancy more generally.
- Meet with and educate municipal administration officials, legislators and municipal leaders to raise the visibility of the issue within the municipality and obtain political support and, where possible, resources for the vacants work.
- Serve as an ambassador to the community to educate them about the municipality's approach to vacant and abandoned properties and to engage, and partner with neighborhood groups and residents in this work.

(2) Funding code enforcement or other positions to assess vacants and place violations, as appropriate, expand capacity to enforce the Zombie Law and use other strategies and laws, as applicable, to address other vacants.

(3) Funding legal positions or outside counsel to:
- Enforce the Zombie Law and other relevant laws specific to housing and building codes in court and before administrative agencies.
- Conduct title and other research in order to craft the most effective legal strategies to hold owners and lienholders accountable or free up properties for repurposing.
- Restore out-of-possession homeowners to their homes or assist them with short selling their homes or providing deeds in lieu of foreclosure.
- Research and troubleshoot "probate" or "heir" properties defined as vacant properties where the owner has died and left no will or the will has not been probated.

(4) Funding any of the above referenced positions to work with banks/servicers to resolve issues with liened vacant houses requiring external repairs or demolition.

(5) Partnering with the New York State Department of Financial Services to have greater Zombie Law enforcement impact including providing data to DFS about failure to maintain zombies.

(6) Obtaining new technology and systems or upgrading existing technology such as hardware or software and services such as BuildingBlocks licenses (other than for CitiesRISE phase 2 grantees), Loveland licenses or those of other similar vendors in order to more effectively aggregate and analyze property data, coordinate public and private resources and understand and address the collective impact of vacants on neighborhoods.

(7) Providing seed money for revolving funds to pay for repairs mandated by the Zombie Law so long as there are effective tools and practices in place to result in either full recovery of the funds or public acquisition of the property.

(8) Continuing to identify, inventory and assess vacant properties with data collected to develop and implement strategies for addressing these properties.

(9) In jurisdictions where there is a NYS certified land bank, community land trust or affordable housing developers, partnering with these entities to maximize the repurposing of vacants and, when partnering, crafting the plans to do so including how the municipality will avail itself of their resources and tools, to address vacants.

(10) Leveraging other partners and funding resources from private, public, nonprofit and philanthropic sectors to repurpose vacant and abandoned properties.

(11) Developing and adopting policy and legislative best practices to prevent vacant housing and, when vacant, to place it into the hands of responsible new owners who will repurpose it quickly and competently.

Some grant funds must be used to more substantially and effectively incorporate ***equity*** into the analysis of which vacants to target and why. This includes how rehabilitated vacants will be sold/rented in a manner that promotes equity, e.g. looking at which groups of people benefit from the vacants work in addition to looking at which neighborhoods benefit.

As stated above, proposals may vary from the list of eligible activities above, but applicants must submit a narrative describing the proposed initiative that details how it will have an impact on zombies and other vacant houses within the municipality.

E. Eligibility

Eligible applicants are cities, towns or villages defined as Municipal Corporations in the New York State General Construction Law Section 66 (2) and invited to apply in response to this RFA. Criteria for inviting applicants include factors such as zombie and vacant house rates and such rates as a percentage of all housing stock, foreclosure rates, population size, number and percentage of residents living at or below the poverty line, and the municipalities' demonstrated commitment to preventing and remedying the zombie and abandoned properties problem.

In cases where a municipal jurisdiction that has been invited to apply under this RFA also has a smaller unit of local government within its boundaries, and that smaller unit of local government has its own code enforcement department and legal staff, LISC has requested those entities jointly apply for funds under this RFA. Please note that joint applicants should submit one application; however, joint applicants do not need to have the same proposal or work plan.

Applicants in **rural areas,** and in **less populated counties with small cities and towns within them,** are encouraged to apply jointly and to involve their county or multiple small counties that are comfortable working together. Working collectively with an affordable housing or legal nonprofit is also an option. For Joint Applications each applicant municipality will submit its own application but within the application designate how much of the grant will be administered collectively, by which entity and for what purposes. Some examples are for multiple municipalities to designate a portion of their proposed grant to hire a countywide code enforcement officer whose role will be to work solely on zombies and vacants throughout the county. An attorney or zombie coordinator/quarterback could also be hired to cover a broader area than one municipality.

Applicants should have a demonstrated capacity to carry out the activities and projects included in this application and must have dedicated staff who will be responsible for executing the goals set forth in the application.

Municipalities with fewer than 10,000 residents must have at least 100 vacant one-to-four family houses to be eligible. For larger municipalities the ratio of vacant houses to the total number of houses will be the significant indicator of the extent of the vacants problem.

F. Awards, Disbursement and Grantee Obligations

LISC will monitor the use of funds and require the Grantees to report quarterly on their use of funds, outputs and outcomes. Disbursement decisions will be made every six months and funds disbursed if grantees are making reasonable progress on their workplans and on their use of funds. LISC will hold back $10,000 from the final disbursement pending receipt of a final report delineating the outcomes achieved, lessons learned and effectiveness of their chosen strategies. Due to the number of potential awards under this RFA, this is an important opportunity to track the impact and efficacy of a wide variety of methods for effectively preventing and combating zombies and vacants. Reporting requirements will be more specifically delineated in a Grant Award letter.

G. Pre-Application Conference

LISC will answer questions on two Pre-Application Conference Calls: on **February 5, 2019 at 11 AM** and **February 21, 2019 at 2 PM**. Please e-mail Tarra Laurent at tlaurent@lisc.org and copy Helene Caloir at hcaloir@lisc.org for call access information and to RSVP for the calls. Please also e-mail both of us with questions at least two business days beforehand so we can share the questions and have more thorough answers ready for the Conference Call.

H. Additional Questions and Answers

Feel free to e-mail Helene Caloir (hcaloir@lisc.org) with a copy to Tarra Laurent (tlaurent@lisc.org) with any questions you may have about the application. Please do not call us.

I. Additional Information

LISC reserves the right to:

- Not consider any application that does not adhere to the requirements of this RFA;
- Contact and communicate with a municipality to clarify what is contained in its application.

GRANT APPLICATION

Legal Name of Municipal Corporation:	
Type of Municipal Corporation:	☐ Town ☐ City ☐ Village
In which county are you located?	
Population (2010 US Census estimate):	
Total number of one-to-four family residential properties:	
Number of "zombie" and/or vacant one-to-four family residential properties:	
How does your municipality track these numbers, and especially the zombies and vacants?	
Sources and dates of above property information:	
Number of residents living below the federal poverty line:	
Percentage of residents living below the federal poverty line:	
Number of full time code enforcement officers employed by the municipality:	
Number of full time code enforcement officers working full-time primarily on zombies and vacants issues, if any.	
Municipal Corporation's 2018 annual budget:	$
Requested Grant Amount:	

	Point Person To Be Responsible for the Grant	Back-up Point Person To Be Responsible for the Grant
Name:		
Title:		
Agency/Office:		
Address:		
City, ZIP:		
Phone Number:		
Cell phone #:		
Email Address:		

Summary of Key Proposed Activities (200 word maximum - can be in bullet point form):

NARRATIVE QUESTIONS:

In selecting Grantees, LISC will give weight to the following criteria and other factors:
(1) Extent of Zombie/Vacant One-to-Four Family House Problem and Neighborhoods Most Affected, (2) How did you use your Round 1 Zombie Grant (3) Program/Project Proposal, (4) Capacity to Implement Program/Project, (5) Other Municipal Resources to be Allocated to Program/Project, (6) How Grant Funds Would Be Used: Budget, Work Plan and Timeline, (7) Joint Application, (8) Obstacles and Strategies and (9) Expected Outcomes. The other factors include, but are not limited to, (a) the municipality's population, (b) the number of zombies/vacant properties in the municipality, (c) the percentage of vacant houses compared to the number of houses and (d) the overall economic distress level of the municipality.

Applications must demonstrate that resources requested to increase code enforcement and legal capacity and all grant funds will be used in a manner such that questions about legal occupancy of people other than owners and tenants will be treated with sensitivity and careful due diligence will be employed. Applicant **must** detail the strategies it will use to avoid unintended consequences for vulnerable New Yorkers, including resource restricted homeowners, family members who live with them, elderly occupants, those with physical and mental health challenges, and victims of housing scams.

(1) Extent of Zombie/Vacant One-to-Four Family House Problem and Neighborhoods Most Affected – not to exceed 500 words.

a. If you are a Zombie Grant Round 1 recipient: [If this is your first zombie grant application answer these questions as well as you can, if applicable.]
    i. How many zombies (vacants with liens) have you inventoried in your municipality?
    ii. How many other residential vacants have you inventoried in your municipality?
    iii. What sources of data have you used to locate them?
    iv. Did you employ a "Windshield Survey" (driving or walking up and down each street to observe highly distressed and apparently vacant residences.)? If yes, describe:
    v. Describe your database: how many municipal employees use it at least once a month? Is it shared among multiple departments? If yes, which ones? Which departments input data into the database? How often is the data updated? Are you using BuildingBlocks © (Tolemi) or Loveland or another similar platform?

b. What are the geographic patterns of your vacants e.g. are they dispersed throughout your municipality or are they concentrated in particular neighborhoods or a combination? Which neighborhoods are affected if there are particular neighborhoods affected? Do you have particular houses, blocks or neighborhoods you will be focusing on?

c. If you have mapped your municipality's vacants using GIS, BuildingBlocks or another platform or software, please provide a copy and a legend.

(2) How did you use your Round 1 Zombie Grant? – not to exceed 1200 words. (To be answered by Round 1 Zombie Grant Recipients only. Feel free to respond in bullet form.)
Briefly describe the components of your existing program and the outputs and outcomes: e.g. We held three information sessions about foreclosure prevention partnering with a HOPP provider (as an output) and three at-risk homeowners at the sessions called the HOPP provider for individual counseling (as an outcome).

a. DATA MANAGEMENT AND ANALYSIS
    - Do you regularly pull the list of zombies from the New York State Department of Financial Services Registry? How do you use this list? Do you contact banks,

servicers and maintenance companies to attempt to obtain compliance with the Zombie Law? What are your procedures to obtain compliance?

- Did you complete a windshield survey (walking and driving all streets to locate vacants and highly distressed properties at high risk of becoming vacants) or municipal wide housing survey? If yes, how are you using the results?
- What other sources of data are you using to identify vacant and abandoned properties and at-risk homeowners?

b. NEW TECHNOLOGIES

- Did you buy technology with your Round 1 funding? If yes, what did you purchase? Which departments use it?
- Did you upgrade, replace or buy, for the first time, code enforcement software? What impact, if any, is this technology having? How has it affected your municipality's ability to track vacants?
- Did you buy, or obtains through the CitiesRISE program, a BuildingBlocks (Tolemi), Loveland or other similar license? What impact is this having?

c. ORGANIZATIONAL REFORMS

- Did you hire or designate a zombie coordinator/quarterback? What impact did this staff person have on the work?
- Did you establish and run an interdepartmental task force? What impact is this task force having on the work?

d. CODE ENFORCEMENT CAPACITY

- Did you add additional code enforcement staff? If yes, in what specific ways did the extra staff increase your municipality's capacity to locate, inventory and assess zombies and vacants?

e. LEGAL CAPACITY

- Did you add legal capacity?
- If yes, in what specific ways did the extra staff increase your municipality's capacity to prosecute violations of the Zombie Law, bring Article 19-A (abandonment) actions and otherwise take legal steps to improve housing quality and hold accountable those parties responsible for maintenance of zombies and vacants?
- Did they research and obtain contact information for responsible parties?

f. POLICY AND LEGISLATIVE CHANGES

- Did you change laws, ordinances and policies to enable your municipality to manage vacants more effectively? If yes, what did you change and why? What are the results of the change?

g. OUTREACH
   - How did you connect at-risk homeowners to foreclosure prevention resources? What were your outputs and what were your outcomes? If you worked with HOPP or other nonprofit partners, what did they do for your municipality? What was the impact?
   - Did you develop new outreach or community engagement strategies to inform the community about the zombies and vacants work? Did you add vacant and abandoned property information to your website?

h. CONSULTANTS
   - If you retained consultants or nonprofits to assist you with the work, who did you retain? What was their role? What outputs and outcomes did they create?

i. INNOVATIONS
   - What other projects, if any, did you undertake with Round 1 Zombie Grants? What were your results?

j. Have you completed your work plan and finished using your Round 1 Zombie Grant? If not, what deliverables are outstanding, how much of the funds remain and how long will you need to complete the work? If awarded, when will you be ready to begin a Round 2 Zombie Grant: January 2020 (an 18-month grant) or July 2020 (a 12-month grant)

(3) Program/Project Proposal – not to exceed 1500 words.

In this section, describe how you propose to use grant funding to prevent and remediate zombie and vacant properties. *Proposed projects and activities may include, but are not be limited to, one or more of the eligible uses listed on pages 5-7 of this Request for Applications.* Be sure to specify how the proposed activities will address the problems presented by zombie properties and vacant properties in the subject municipality. What steps would you take and what resources would you deploy to undertake the proposed activities? Explain how these activities are part of a broader revitalization plan if you have one. If your municipality was awarded a Round 1 Zombie grant, explain how this program or project proposal builds on existing initiatives. **These choices are merely included as a guide; we welcome new and innovative initiatives for addressing this problem.**

a. Better understanding the inventory of problem properties is a critical first step to developing a comprehensive approach to vacancy and abandonment. *How will your* *program or project proposal result in a better understanding of the inventory of problem properties?*

b. **Assigning a dedicated staff member who reports directly to local executive leadership to help improve inter-departmental coordination and align resources and tools is a common element among those municipalities that are achieving greater impact.** *How will your program or project proposal foster improved departmental coordination and communication and will it include hiring and/or assigning a quarterback for the duration of the grant period?*

c. **Dedicating resources to boost the capacity of code enforcement and legal departments can result in a more effective and efficient approach to obtaining the maintenance of, and reducing the number of, vacant and abandoned properties.** *Does your proposal boost the capacity of code enforcement and legal departments, and if so, what activities will be undertaken with the added capacity? What are the expected outcomes?*

d. **Innovative partnerships and cross-sector collaborations with strong involvement from neighborhood groups and leaders, particularly those most impacted by vacant and abandoned properties, is an optimal approach to addressing them.** *How will your project engage partners from the private, public, philanthropic and nonprofit sectors, and what specific roles do you expect some of these partners to play? How will you meaningfully engage resident groups and leaders?*

e. **A comprehensive approach to vacant and abandoned properties must include a plan for the public acquisition and temporary holding of *at least some* problem properties, as well as a strategy to dispose of those properties to responsible owners in a way that supports community goals and neighborhood priorities.** *Do you anticipate temporarily acquiring and holding zombies or vacants, or working with a local land bank, community land trust or affordable housing partner to acquire and hold, for which enforcement efforts could not achieve compliance? If so, what are your maintenance and disposition strategies or strategies for working with these partners?*

f. **In order to begin to reverse the adverse effects of redlining and successfully build more inclusive neighborhoods of opportunity, tackling vacant and abandoned properties must prioritize equity as a core principle and a desired outcome.** *What specific strategies will you include in your project to prioritize equity as a core principle, and a desired outcome?*

(4) Capacity to Implement Program/Project – not to exceed 500 words:

a. If your municipality received a Round 1 Zombie grant, which departments or agencies carried out the activities and how were they staffed? Roughly what percentage of each position's time was allocated to the activities?
b. If you receive a Round 2 Zombie grant, which departments or agencies will carry out the activities and how will they be staffed? What percentage of each listed position's time will be allocated to the activities?

(5) Other Municipal Resources to be Allocated to Program/Project - not to exceed 250 words.

a. What specific financial and in-kind Municipal resources would you use, in addition to the Grant, to carry out your Round 2 projects/activities?
b. What external resources, if any, would you use or create to leverage the Grant funds?

(6) How Grant Funds Would Be Used With Budget, Work Plan and Timeline

Please complete the attached budget, work plan and timeline spreadsheet. *Note: The spreadsheet has Quarters 1 through 8 on it. For one-year grants, the applicant will fill out Q1-4, for 18-month grants from Q1-Q6 and for two-year grants from Q1-8. It will ask for goals, activities and outcomes, budgets for activities and personnel, and timelines divided into calendar quarters.*

(7) If you are a municipality submitting a Joint Application answer the following questions:

a. Which municipal applicants are you partnering with? List them.
b. Are all the municipalities located in one county or one economic development region? If yes, which one?
c. Who are the municipalities partnering with? E.g. a nonprofit, a county, an economic development region entity.
d. What will your pooled portions of the grants be used for? Which municipality, other governmental entity or nonprofit will be supervising any staff hired with the pooled grant funds?

(8) Obstacles and Strategies to Overcome Them

What do you see as your biggest obstacles or challenges to implementing your plan for use of the grant and what are your strategies for overcoming them?

(9) Expected Outcomes - not to exceed 500 words.

What do you plan to accomplish with use of these Grant funds? What specific outputs and outcomes will you have at the end of the grant period? Set out your goals and outcomes for each project/activity described above. Feel free to put them in bullet form.

The nature of the deliverables will, of course, vary based on your selected projects e.g. if you select increasing the capacity of your Corporation Counsel, are there specific types of cases, investigations etc. that you would use the increased capacity for and what impact will they have on e.g. property maintenance?

DOCUMENTATION

If selected as a grant recipient the Grant Award Letter will require execution by a duly authorized signatory of your municipality. Proof of insurance and other required documents including a final work plan and budget will be required for disbursement of the grant.

RESOLUTION NO.: 45 - 2019

OF

FEBRUARY 25, 2019

A RESOLUTION AUTHORIZING THE INTERIM 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, 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 Interim City Manager be and he is hereby authorized to enter into the agreement with Orange-Ulster BOCES, 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.

#45-19

ORANGE-ULSTER BOCES
Learning for Life

Orange-Ulster BOCES Letter of Agreement 2018-2019

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

Client: City of Newburgh	**Orange-Ulster BOCES** (OUB)
Contact/Title: Deirdre Glenn Director of Business & Industrial Development	**Contact/Title:** Sheila Almond Information Processing Manager
Address/Telephone/E-mail: City Hall 83 Broadway Newburgh, NY 12550 dglenn@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 McBride Heppes
Signature:	**Signature:** Deborah Heppes
Title:	**Title:** Asst. Supt for Finance
Signing Date:	**Signing Date:** 6/18/18

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)	$42.00 per hour (one hour minimum)
Mileage - pickup and delivery from OUB back to OUB (Rate is IRS 2015 Standard Mileage Rate for Business)	$ .545 per mile (rate 2018)
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	$42.00 per hour each OUB Records Management Specialist
OUB Packing and Indexing Contents	$42.00 per hour each OUB Records Management Specialist

Therefore: Specific to the City of Newburgh

Climate Controlled Storage	$3.00 per cubic foot carton per month
102 cubic feet for storage	$3.00 x 102 = $306.00 per month

RESOLUTION NO.: 271 - 2017

OF

SEPTEMBER 25, 2017

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

WHEREAS, the City of Newburgh wishes to enter into the attached agreement with Orange-Ulster BOCES; and

WHEREAS, the agreement provides for the pick-up, delivery, retrieval and storage of the City's archived municipal records; and

WHEREAS, the annual cost for these services is approximately $3,000.00 and shall be derived from 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 the agreement with Orange-Ulster BOCES, in substantially the same form as annexed hereto with any other provision that Counsel may require, at an annual cost of $3,000.00 for pick-up, delivery, retrieval and storage of the City's archived municipal records.

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 9/25/17 and that it is a true and correct copy of such original.

Witness my hand and seal of the City of Newburgh this 26 day of Sept 2017

City Clerk

ORANGE-ULSTER BOCES
Learning for Life

Orange-Ulster BOCES Letter of Agreement
2017-2018

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

Client: City of Newburgh	Orange-Ulster BOCES (OUB)
Contact/Title: Deirdre Glenn Director of Business & Industrial Development	Contact/Title: Sheila Almond Information Processing Manager
Address/Telephone/E-mail: City Hall 83 Broadway Newburgh, NY 12550 dglenn@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:
Signature:	Signature:
Title:	Title:
Signing Date:	Signing Date:

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	$41.00 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)	$41.00 per hour (one hour minimum)
Mileage - pickup and delivery from OUB back to OUB (Rate is IRS 2015 Standard Mileage Rate for Business)	$ .535 per mile (rate 2017)
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	$41.00 per hour each OUB Records Management Specialist
OUB Packing and Indexing Contents	$41.00 per hour each OUB Records Management Specialist

Dept	Department Name	Fund	ACCOUNT NO	ACCOUNT DESCRIPTION	Description of Request	2015 Actual	2016 Actuals	2017 Actuals	2018 Budget	2018 Adj Budget	2018 Actual through 8/31/18	2019 Budget Department Needs	2019 Budget Managers Proposed	2019 Council Adopted
1460	Records Managemem	A	A.1460.0201	OFFICE EQUIPMENT..		$ 315	$ 4,491	$ -	$ -	$ -	$ -	$ -	$ -	$ -
			A.1460.0201 Total			$ 315	$ 4,491	$ -	$ -	$ -	$ -	$ -	$ -	$ -
			A.1460.0203	AIR CONDITIONING		$ -	$ -			$ -	$ -	$ -	$ -	$ -
			A.1460.0203 Total			$ -	$ -			$ -	$ -	$ -	$ -	$ -
			A.1460.0413	OFFICE SUPPLIES & POSTAGE..		$ 29	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
			A.1460.0413 Total			$ 29	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
			A.1460.0421.0001	CELL PHONE..		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
			A.1460.0421.0001 Total			$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
			A.1460.0441	PRINTING..		$ 375	$ 685	$ -	$ -	$ -	$ -	$ -	$ -	$ -
			A.1460.0441 Total			$ 375	$ 685	$ -	$ -	$ -	$ -	$ -	$ -	$ -
			A.1460.0448	OTHER SERVICES..	Storage of Archival Records for 2019 at Orange Ulster BOCES facility; 2018-19 Boces contract	$ 9	$ -	$ -	$ 3,000	$ 3,000	$ 1,530	$ 9,000	$ 9,000	$ 9,000
			A.1460.0448 Total			$ 9	$ -	$ -	$ 3,000	$ 3,000	$ 1,530	$ 9,000	$ 9,000	$ 9,000
			A.1460.0448.0008	OTHER SERVICES-BOOKBINDING..	RECORDS Management;Note funds are needed in Records Management - and must be carried there to qualify the City for grant funding. Boces Contract re Archival material storage/ and Boces records management agreement	$ -	$ -	$ -	$ -	$ -	$ -	$ 12,000	$ 12,000	$ 12,000
			A.1460.0448.0008 Total			$ -	$ -	$ -	$ -	$ -	$ -	$ 12,000	$ 12,000	$ 12,000
			A.1460.0453	DUES & SUBSCRIPTIONS..		$ 470	$ 470	$ 477	$ 520	$ 520	$ -	$ 520	$ 520	$ 520
			A.1460.0453 Total			$ 470	$ 470	$ 477	$ 520	$ 520	$ -	$ 520	$ 520	$ 520
			A.1460.0461	TRAVEL AND CONFERENCE..		$ 295	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
			A.1460.0461 Total			$ 295	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
			A.1460.0463	EDUCATION..		$ 88	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
			A.1460.0463 Total			$ 88	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
			A.1460.0499	FINANCIAL PLAN SAVINGS		$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
			A.1460.0499 Total			$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
			A.1460.0860.0001	HEALTH INSURANCE-RETIREES		$ 1,422	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
			A.1460.0860.0001 Total			$ 1,422	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
			A.1460.0860.0002	HEALTH INSURANCE-RETIREES		$ 629	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
			A.1460.0860.0002 Total			$ 629	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
1460 Total						$ 3,631	$ 5,646	$ 477	$ 3,520	$ 3,520	$ 1,530	$ 21,520	$ 21,520	$ 21,520
Grand Total						$ 3,631	$ 5,646	$ 477	$ 3,520	$ 3,520	$ 1,530	$ 21,520	$ 21,520	$ 21,520

RESOLUTION NO.: 46 - 2019

OF

FEBRUARY 25, 2019

A RESOLUTION AUTHORIZING THE INTERIM CITY MANAGER TO EXECUTE A LICENSE AGREEMENT WITH MOUNTAIN VALLEY GUIDES LLC FOR ACCESS TO AND THE USE OF THE WASHINGTON STREET BOAT LAUNCH AND UNICO PARK TO PROVIDE KAYAK RENTALS AND TOURS

WHEREAS, by Resolution No. 54-2016 of March 14, 2016, Resolution No. 93-2017 of April 6, 2017, and Resolution No. 54-2018 of February 26, 2018, the City Council of the City of Newburgh authorized the City Manager to enter into a license agreement with Mountain Valley Guides LLC for access to and the use of the Washington Street Boat Launch and Unico Park to provide kayak rentals and tours; and

WHEREAS, Mountain Valley Guides LLC and the City of Newburgh wish to renew the license agreement for the 2019 season; and

WHEREAS, the City Council has examined the license agreement annexed hereto and determined that entering into such license 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 Interim City Manager be and is hereby authorized to execute and enter into the attached license agreement, in substantially the same form and with other terms as Corporation Counsel may require, on behalf of the City of Newburgh, with Mountain Valley Guides LLC for access to and the use of the Washington Street Boat Launch and Unico Park.

#16-19

AGREEMENT

THIS AGREEMENT, entered into this ______ day of ____________, 2019, by and between:

THE CITY OF NEWBURGH, a municipal corporation having its principal place of business at 83 Broadway, City Hall, Newburgh, New York 12550, hereinafter called the "City"; and

MOUNTAIN VALLEY GUIDES LLC, a limited liability company having its principal place of business at 2 Idlewild Avenue, Cornwall-on-Hudson, New York 12520 hereinafter called "Licensee".

WITNESSETH, that the City and Licensee, for consideration hereinafter named, agree as follows:

ARTICLE 1: Term.

This Agreement shall run from May 18, 2019 to October 14, 2019.

ARTICLE 2: Obligation of the City.

A. The City shall grant to the Licensee a non-exclusive revocable license to access and the use of the Washington Street Boat Launch in the City of Newburgh for the purpose of launching kayaks in connection with providing kayak rentals and tours to the general public on Saturdays and Sundays and 3 Monday holidays during the period of time set forth in Article 1 above. The City will allocate parking spaces with parking passes for 2 trucks/trailers in the Washington Street Boat Launch parking area to the Licensee.

B. The City shall grant to the licensee a non-exclusive revocable license to access and the use of Unico Park in the City of Newburgh for the purpose of erecting a pop-up tent from which to sell tickets for the kayak rentals and tours during the time period set forth in Article 1 and Article 2, paragraph A above.

ARTICLE 3: Obligation of Licensee.

A. The Licensee shall ensure that all supplies, including the tent, are stored off-site each night.

B. The Licensee shall pay the cost of all personnel, supplies and equipment necessary and proper for the kayak rentals and tours as is required by their use thereof.

C. The Licensee agrees that he, she or it shall, at all times, comply with all rules and regulations adopted by the City for the operation of the Washington Street Boat Launch and Unico Park which are now in force or which may be hereafter adopted. The Licensee further agrees to comply with all rules, regulations, laws and ordinances promulgated the County of

Orange, State of New York including but not limited to the rules and regulations of the Orange County Department of Health. The Licensee further agrees to comply with all laws of the State of New York and the rules and regulations promulgated thereunder including but not limited to the Co-Operative Agreement between the City of Newburgh and the DEC dated June 6, 1997, as amended.

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

E. The Licensee assumes all risk in the operation of this service and shall be solely responsible and answerable in damages for all accidents or injuries to persons or property and hereby covenants and agrees to indemnify and keep harmless the City and all Departments of the City of Newburgh and their officers and employees from any and all claims, suits, losses, damage or injury to persons or property of whatsoever kind and nature due to the negligence or improper conduct of the Licensee or any servant, agent or employee, which responsibility shall be limited to the insurance coverage herein provided for.

F. The Licensee shall cooperate with City authorities to provide necessary security and supervision of minors, participating in lessons or present as spectators, during the period of this agreement. The Licensee shall be liable for any damage done to the premises by its officers, agents, servants, employees or invitees during the period of this agreement.

ARTICLE 4: Payment.

A. The Licensee shall pay to the City, as and for a fee for access to and the use of the Washington Street Boat Launch and Unico Park during the period of this agreement $750.00.

ARTICLE 5: Insurance.

The Licensee shall not commence activities nor perform any work under this agreement until it has obtained all insurance required under this paragraph 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 agreement.

C. Any accident shall be reported to the Office of the City Manager as soon as possible and not later than twenty-four hours from the time of such accident. A detailed written report must be submitted to the City as soon thereafter as possible as and not later than three (3) days after the date of such accident.

ARTICLE 6: Representations of Licensee.

The Licensee represents and warrants:

A. That it is financially solvent and that it is experienced and competent to perform the type of work, conduct the activities or to furnish the consideration to be furnished by it; and

B. That it is familiar with and will abide by and enforce all federal, state, municipal and department laws, ordinances and regulations which may in any way affect the work or play or those employed or engaged therein. It is understood and agreed between the parties that the Licensee shall have no right to control the actions of City employees nor any duty to supervise the actions of City employees.

ARTICLE 7: Permits and Regulations.

The Licensee shall procure and pay for all permits and licenses necessary for the services to be rendered hereunder.

ARTICLE 8: Termination of the Agreement.

Each party shall have the right to stop work or terminate this agreement under the following terms and conditions:

1. (a) A party refuses or fails to perform any of its obligations under this agreement; or

(b) A party fails or refuses to comply with all applicable laws or ordinances; or

(c) A party is guilty of substantial violation of any provision of this agreement.

2. Each party, at its sole discretion and, with or without cause, may, without prejudice to any other rights or remedy it may have, by fourteen (14) days' notice to the other party, terminate the agreement for the party's convenience.

ARTICLE 9: Damages.

It is hereby mutually covenanted and agreed that 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.

ARTICLE 10: Indemnity and Save Harmless Agreement.

A. The Licensee agrees to indemnify and save the City, its officers, agents and employees harmless from any liability imposed upon the City, its officers, agents and/or employees arising from the negligence, active or passive, of the Licensee, which responsibility shall be limited to the insurance coverage herein provided and consistent with Article 3(E) of this Agreement.

B. The City agrees to indemnify and save the Licensee, its officers, agents and employees harmless from any liability imposed upon the Licensee, its officers, agents and/or employees arising from the negligence, active or passive, of the City.

ARTICLE 11: No Assignment.

The Licensee is hereby prohibited from assigning, transferring, conveying, subletting or otherwise disposing of this agreement or of its right, title or interest in this agreement or its power to execute this agreement to any other person or corporation without the previous consent in writing of the City.

ARTICLE 12: Required Provisions of Law.

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

ARTICLE 13: Notices and Communication.

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

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

TO: Bill Garrison, Licensee
Mountain Valley Guides LLC
2 Idlewild Avenue
Cornwall-on-Hudson, New York 12520
(845)

B. All communication concerning the Licensee's activities and programs provided under this Agreement shall be directed to the Licensee. The City shall not direct any official communication to those employed, retained or engaged by the Licensee to perform the services authorized hereunder unless otherwise directed in writing by the Licensee to the City.

ARTICLE 14: Waiver.

No waiver of any breach of any condition of the agreement shall be binding unless in writing and signed by the party waiving said breach. No such waiver shall in any way affect any other term or condition of this agreement or constitute a cause or excuse for a repetition of such or any other breach unless the waiver shall include the same.

ARTICLE 15: Modification:

This agreement constitutes the complete understanding of the parties. No modification or any provisions thereof shall be valid unless in writing and signed by both parties.

Remainder of this page intentionally left blank

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

THE CITY OF NEWBURGH

By: ___________________________________

JOSEPH P. DONAT
Interim City Manager
Per Res. No.:

MOUNTAIN VALLEY GUIDES LLC

By: ___________________________________

Bill Garrison

Approved as to form:

____

MICHELLE KELSON
Corporation Counsel

____

TODD VENNING
City Comptroller

RESOLUTION NO.: 47 - 2019

OF

FEBRUARY 25, 2019

A RESOLUTION APPOINTING MEMBERS
TO THE CITY OF NEWBURGH HUMAN RIGHTS COMMISSION

WHEREAS, the City of Newburgh has created the City Human Rights Commission pursuant to Section 239-q of the General Municipal Law; and

WHEREAS, this City Council deems it to be in the best interests of the City of Newburgh to appoint new members to fill vacancies now existing on the Human Rights Commission to carry on the important work of such Commission;

NOW, THEREFORE, BE IT RESOLVED, that the following persons be and are hereby confirmed and appointed to serve as Members of the City of Newburgh Human Rights Commission for three (3) year terms commencing on March 1, 2019 and expiring on February 28, 2022 pursuant to Chapter 51 of the City Code:

Laura P. Garcia
Genesis Ramos

RESOLUTION NO.: __48__ - 2019

OF

FEBRUARY 25, 2019

A RESOLUTION AUTHORIZING THE INTERIM CITY MANAGER
TO EXECUTE A PAYMENT OF CLAIM
WITH DWAYNE DAVIS IN THE AMOUNT OF $6,253.92

WHEREAS, Dwayne Davis brought a claim against the City of Newburgh; and

WHEREAS, the parties have reached an agreement for the payment of the claim in the amount of Six Thousand Two Hundred Fifty-Three and 92/100 ($6,253.92) Dollars in exchange for a release to resolve all claims among them; and

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

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the Interim City Manager is hereby authorized to settle the claim of Dwayne Davis in the total amount of Six Thousand Two Hundred Fifty-Three and 92/100 ($6,253.92) Dollars and that the Interim City Manager be and he hereby is authorized to execute documents as the Corporation Counsel may require to effectuate the settlement as herein described.

RESOLUTION NO.: 49 - 2019

OF

FEBRUARY 25, 2019

A RESOLUTION AUTHORIZING A TOLLING AGREEMENT WITH FIRE SERVICE PLUS, INC. IN THE CITY OF NEWBURGH'S FEDERAL LAWSUIT RELATING TO THE CONTAMINATION OF WASHINGTON LAKE AND THE CITY OF NEWBURGH WATER SUPPLY

WHEREAS, it has been determined that the source of the per- and polyfluoralkyl substances ("PFAS") contamination in the City of Newburgh's former primary source water supply in Washington Lake, originates from the New York State Air National Guard Base and Stewart Airport in Newburgh NY; and

WHEREAS, by Resolution No. 307-2017 of October 23, 2017, the Council of the City of Newburgh, New York, authorized litigation against any and all potentially responsible parties in connection with the contamination of Washington Lake and the City of Newburgh Water Supply; and

WHEREAS, on August 6, 2018, the City of Newburgh filed suit in federal court against 23 defendants, including Fire Service Plus, Inc. ("FSP"), seeking to halt and remediate the on-going contamination of the City's water supply by PFAS substances originating from the New York State Air National Guard Base and Stewart Airport (the "Action"); and

WHEREAS, FSP disputes any liability to the City relating to the City's claims of contamination of its public water supply and for which it seeks, *inter alia*, damages, cost recovery, and injunctive relief (collectively, the "Tolled Claims"); further asserts that it is not subject to the jurisdiction of any state or federal court in the State of New York; and represents to the City that that FSP did not participate in or conduct operations on the Airport or Base properties, sell its AFFF MIL-SPEC products to the Air National Guard, or sell its AFFF MIL-SPEC products to any customer or distributor within an approximately 50 mile radius of the City of Newburgh, New York; and

WHEREAS, before any discovery has been conducted, both parties wish to avoid the time and expense of engaging in motion practice concerning the claims against FSP in the Action and/or FSP's amenability to suit in the U.S. District Court for the Southern District of New York or in the U.S. District Court of the District of South Carolina by entering into a Tolling Agreement to facilitate the dismissal of FSP from the Action, without prejudice; and

WHEREAS, this Council now determines that entering into the proposed Tolling 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's special counsel be and is hereby authorized to execute the Tolling Agreement to facilitate the dismissal of FSP from the City's federal complaint, without prejudice, and to defer any litigation concerning the Tolled Claims against FSP, without thereby altering the claims or defenses available to any party hereto, except as specifically provided in said Tolling Agreement.

19-19

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF SOUTH CAROLINA
CHARLESTON DIVISION

IN RE: AQUEOUS FILM-FORMING FOAMS PRODUCTS LIABILITY LITIGATION	MDL No. 2:18-mn-2873-RMG **NOTICE OF DISMISSAL WITHOUT PREJUDICE PURSUANT TO F.R.C.P. 41(a)(1)(A)(i)** **This Document Relates to Case No. 2:18-cv-3358-RMG**

WHEREAS, the City of Newburgh ("City") has asserted claims against Defendant Fire Service Plus, Inc. ("FSP") in the above-captioned action ("Action") based on, *inter alia*, its sales of MIL SPEC AFFF products that were allegedly used at New York Stewart International Airport and Stewart Air National Guard Base, which the City claims has caused or resulted in the contamination of its public water supply and for which it seeks, *inter alia*, damages, cost recovery, and injunctive relief; and

WHEREAS, FSP is a Georgia corporation located in Fayetteville, GA, and FSP has not served an answer or a motion for summary judgment in this Action; and

WHEREAS, FSP contests its liability in the Action because, *inter alia*, FSP never sold its AFFF products (MIL-SPEC or otherwise) to the Air National Guard and never sold to any customer or distributor within an approximately 50 mile radius of the City of Newburgh, New York; and

WHEREAS, FSP further asserts that it is a Georgia corporation organized and existing under the laws of Georgia with its principal place of business in Georgia and is not subject to the jurisdiction of the state or federal courts in the State of New York; and

WHEREAS, without agreeing with or acceding to any claims, assertions, and/or defenses and without waiving or relinquishing any rights, claims, allegations, and/or actions the parties may have against each other, both parties wish to avoid the time and expense of engaging in motion practice at this early juncture of the Action; and

WHEREAS, the parties have agreed to enter into a Tolling Agreement in the form attached hereto as **Exhibit A**;

NOW, THEREFORE, PLEASE TAKE NOTICE that pursuant to Rule 41(a)(1)(A)(i) of the Federal Rules of Civil Procedure, the Plaintiff City of Newburgh and its counsel(s) hereby gives notice that the claims against defendant Fire Service Plus, Inc. in the above-captioned action are voluntarily dismissed, without prejudice.

Date: ____________________

KNAUF SHAW LLP

By: ______________________________

Alan J. Knauf, Esq. and
Amy K. Kendall, Esq., of Counsel
1400 Crossroads Building, 2 State Street
Rochester, New York 14614
Tele: (585) 546-8430
Email: aknauf@nyenvlaw.com

TOLLING AGREEMENT

This Tolling Agreement is entered into on this ___ day of February, 2019 by and between the City of Newburgh ("City") and Fire Service Plus Inc. ("FSP").

WHEREAS, the City has asserted claims against FSP in an action entitled *City of Newburgh v. United States of America*, et al, S.D.N.Y., 7:18-cv-07057 (KMK), now pending in the United States District Court for the District of South Carolina (hereinafter the "Action"), pursuant to, *inter alia*, various New York State common law causes of action (including negligence, strict liability for design defect, strict products liability for failure to warn, public nuisance, trespass, equitable and implied indemnification, and restitution) relating to the alleged sale and distribution of allegedly hazardous materials and/or substances, including per- and polyfluoralkyl substances ("PFAS"), that were allegedly used at New York Stewart International Airport ("Airport") and Stewart Air National Guard Base ("Base"), which the City claims has caused or resulted in the contamination of its public water supply and for which it seeks, *inter alia*, damages, cost recovery, and injunctive relief (collectively, the "Tolled Claims"); and

WHEREAS, FSP disputes that it has any liability to the City relating to the Tolled Claims and further asserts that it is not subject to the jurisdiction of any state or federal court in the State of New York; and

WHEREAS, FSP represents to the City, although the City reserves the right to dispute that representation, that FSP did not participate in or conduct operations on the Airport or Base properties, sell its AFFF MIL-SPEC products to the Air National Guard, or sell its AFFF MIL-SPEC products to any customer or distributor within an approximately 50 mile radius of the City of Newburgh, New York; and

WHEREAS, FSP has produced to the City two Affidavits of Ronald E. Thames, President and CEO of FSP, sworn to October 29, 2018 and January 28, 2019, respectively, to induce the City to enter into this Agreement; and

WHEREAS, at this juncture in the Action, before any discovery has been conducted, both parties wish to avoid the time and expense of engaging in motion practice concerning the claims against FSP in the Action and/or FSP's amenability to suit in the U.S. District Court for the Southern District of New York or in the U.S. District Court of the District of South Carolina; and

WHEREAS, the City and FSP enter into this Tolling Agreement to facilitate the dismissal of FSP from the Action, without prejudice, and to defer any litigation concerning the Tolled Claims against FSP, without thereby altering the claims or defenses available to any party hereto, except as specifically provided herein;

NOW, THEREFORE, the parties hereto, in consideration of the covenants set out herein, agree as follows:

1. In reliance upon this Tolling Agreement, the City agrees to voluntarily dismiss its claims against FSP in the Action, without prejudice, in accordance with Rule 41(a)(1)(A)(i) of the Federal Rules of Civil Procedure.

2. The period between August 6, 2018, which represents the filing date of the Action against FSP, and February 28, 2021 (the "Tolling Period") shall not be included in computing the running of any statute of limitations potentially applicable to any potential future action brought by the City against FSP for the Tolled Claims.

3. Any defenses of laches, estoppel, or waiver, or other equitable defenses based upon the running or expiration of any time period shall not include the Tolling Period for the Tolled Claims.

4. In any potential future action involving the Tolled Claims, FSP shall not assert, plead, or raise against the City in any fashion, whether by answer, motion, or otherwise, any defense of statute of limitations, laches, estoppel, waiver, or other similar equitable defense based on the running of any statute of limitations that includes the passage of time during the Tolling Period. Nothing herein shall preclude FSP from asserting, pleading, or raising the above defenses based on the running of time prior to the filing of the Action on August 6, 2018 and/or the running of time after the February 28, 2021 termination date of this Tolling Agreement.

5. This Tolling Agreement does not constitute an admission or acknowledgment of any fact, conclusion of law, or liability by any party to this Tolling Agreement. This Tolling Agreement does not constitute an admission or acknowledgment on the part of FSP that the City possesses a claim(s) against it, nor does this Tolling Agreement constitute an admission or acknowledgment on the part of the City that any statute of limitations or defense concerning the timeliness of commencing a civil action is applicable to the Tolled Claims. The City reserves the right to assert the Tolled Claims after the voluntary dismissal, and to assert that no statute of limitations applies to any of the Tolled Claims and that no other defense based upon the timeliness of commencing a civil action is applicable. FSP reserves all rights and defenses which it may have to contest or defend any claim or action the City may assert or initiate against FSP with respect to the Tolled Claims, including (without limitation), lack of personal jurisdiction and the right to assert that the statute of limitations applies to any of the Tolled Claims or to assert any other defense based upon the timeliness of commencing a civil action except as specifically set forth in this Tolling Agreement.

6. This Tolling Agreement may not be modified except in a writing signed by all of the parties. This Tolling Agreement may be extended for such period of time as the parties mutually agree to in writing.

7. This Tolling Agreement does not limit in any way the nature or scope of any claims that could be brought by the City in any potential future complaint against FSP or the date on which the City may file or amend a complaint, except as expressly stated herein. This Tolling Agreement does not limit in any way the nature or scope of any defenses (including without limitation, personal jurisdiction) that could be asserted by FSP except as specifically set forth herein.

8. This Tolling Agreement is not intended to affect any claims by or against third parties or defenses thereto.

9. The City and FSP shall each preserve and maintain, during the pendency of the Tolling Period, at least one legible copy of all documents and other materials subject to discovery under

the Federal Rules of Civil Procedure and relating to the Tolled Claims, regardless of any corporate or other document retention policy to the contrary or potential claim of privilege regarding any document.

10. This Tolling Agreement contains the entire agreement between the parties, and no statement, promise, or inducement made by any party to this Tolling Agreement that is not set forth in this Tolling Agreement shall be valid or binding, nor shall it be used in construing the terms of this Tolling Agreement as set forth herein.

11. The undersigned representative of each of the parties certifies that he or she is fully authorized to enter into the terms and conditions of this Tolling Agreement and to legally bind such party to all terms and conditions of this document. To wit, the City Council of the City resolved to enter into this Tolling Agreement on the ___th day of February 2019, as set forth in Resolution ___ of 2019.

12. This Tolling Agreement is effective upon execution by the parties, without the requirement of filing with the Court, and it may be signed in counterparts.

13. The terms, meaning, and legal effect of the Tolling Agreement shall be interpreted under the laws of the State of New York.

AGREED AND ACCEPTED:

City of Newburgh

____
Date

Fire Service Plus, Inc.

____
Date

____
KNAUF SHAW LLP
Attorneys for Plaintiff
Alan J. Knauf, Esq. and
Amy K. Kendall, Esq, of Counsel
1400 Crossroads Building
2 State Street
Rochester, New York 14614
585-546-8430

____
ALSTON AND BIRD, LLP
Attorneys for Defendant Fire Service Plus, Inc.
Colin K. Kelly, Esq. and
Caroline M. Gieser, Esq., of Counsel
One Atlantic Center
1201 West Peachtree Street
Atlanta, GA 30309
404-881-7670

OLD BUSINESS

There was no old business at this time.

NEW BUSINESS

Councilman Grice remarked. He approached Habitat for Humanity a year ago about utilizing NECSD students to put artwork on the front boards of some of the buildings. Yet he was told that it presented a codes situation, because the boards have to be painted gray for uniformity. Grice would like to see the students or our Arts Commission put some artwork on the front-facing buildings to help beautify our city. He is looking forward to working with Ms. Kelson on it.

There was no other new business to come before the council.

FURTHER COMMENTS FROM THE COUNCIL

Councilman Grice stated that it is far from the truth when people make statements about the council not doing things in public light. This council tries to be transparent as much as possible. There are certain things that he is never going to discuss in public, such as litigation, employment or other sensitive financial matters. Grice stated that he engages on social media, and there is nothing that he nor his colleagues have done that is deemed unethical or outside of the Rule of Law. It takes time to develop good policy, and it does not happen overnight. Our legal department works countless hours to craft these policies.

Councilwoman Mejia thanked everyone for coming out. She made a public service announcement. Impact is going to host a repair café in the essence of recycling and the minimization of consumerism. It will be held Saturday from 12-4 PM at 115 Broadway. She stated that 2019 is going to be an interesting year. She encouraged people to continue to come out and engage in our city. It is nice to have an audience, and the comments are welcomed.

Councilwoman Monteverde announced that Orange County will be holding a public hearing concerning transportation. The public hearing is scheduled for Wednesday at 3:00 PM at SUNY Orange. The annual community cleanup is scheduled for Saturday April 27, 2019. The first planning meeting will be held tomorrow at 5:30 PM at Safe Harbors. She encouraged the ward reps to come out and help them plan the zones for the event. Circling back to the speed bumps, she stated it is an important matter. She has met with the group, and if she and her colleagues can help facilitate it, then they would certainly do it. Perhaps we can apply for a grant or something; but, she does not want to lose sight of it.

Councilman Sklarz thanked everyone for coming out tonight.

Councilwoman Sofokles commented. She encouraged everyone to support the 'Star' program that Damien has started at his local business that helps feed the homeless. Perhaps more restaurants could do something similar. The Shelter House at Downing Park is open, even in the winter. The café has a new chef, and it has been thirty-three

years in the making to get the café open. We need the support of the public. Lastly, Sofokles welcomed Todd Venning to the City of Newburgh as our new Comptroller.

Mayor Harvey thanked his colleagues on the council, Joseph Donat and the entire city staff for all of their hard work and efforts. Without them we wouldn't be able to do our part, and the city would not be able to move forward. He identified ten areas that he can hopefully solicit support from his colleagues and do a collaborative effort with some of the city staff. The ten-point plan focuses on areas that we are already doing great work in; but, he wants to use a data-driven analysis approach with research and best practices included. Hopefully he can get some buy-in from the council on his ten-point plan. Harvey thanked everyone for coming out and being involved in the democratic and political process.

There were no other comments at this time.

ADJOURNMENT

There being no further business to come before the council, the meeting adjourned at 9:00 P.M.

Respectfully Submitted,

KATRINA COTTEN

DEPUTY CLERK