



CITY OF NEWBURGH
COUNCIL MEETING AGENDA
SESION GENERAL DEL CONSEJAL

February 11, 2019
7:00 PM

Mayor/Alcaldesa

1. Moment of Silence
2. Pledge of Allegiance/Juramento a la Alianza

City Clerk:/Secretaria de la Ciudad

3. Roll Call / Lista de Asistencia

Communications/Comunicaciones

4. Approval of the minutes of the meeting of January 28, 2019
5. City Manager Update

Presentations/Presentaciones

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

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

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

6. Resolution No. 27 - 2019 - Change Order #1 with TAM Enterprises for Electric Service Repairs at Sewer Regulator No. 2

Resolution authorizing Change Order No. 1 with TAM Enterprises, Inc. for electrical services at a cost of \$15,114.00 in the Regulator No. 2 Improvements Project. (Jason Morris)

Una resolución autorizando Cambio de Orden No. 1 con TAM Enterprises, Inc. para servicios eléctricos a un costo de \$15,114.00 en el Proyecto de Mejoras del Regulador No. 2. (Jason Morris)

7. Resolution No. 28 - 2019 - Solitude Lake Management

Resolution authorizing the Interim City Manager to accept a proposal and execute an agreement with Solitude Lake Management for professional services for algae management at Washington Lake and Browns Pond. (Wayne Vradenburgh)

Una resolución autorizando al Gerente Interino de la Ciudad a aceptar una propuesta y ejecutar un acuerdo con “Solitude Lake Management para servicios profesionales para la administración de algas en el Lago Washington y la Charca de Brown. (Wayne Vradenburgh)

8. Resolution No. 29 - 2019 Release of Covenants - 124-126 Benkard Avenue n/k/a 110 Benkard Avenue

Resolution authorizing the execution of a release of covenants and right of re-entry from a deed issued to Crystal Bayne to the premises known as 110 Benkard Avenue (Section 44, Block 2, Lot 22) f/k/a 124-126 Benkard Avenue. (Michelle Kelson)

Una resolución autorizando la ejecución de la liberación de cláusulas restrictivas y derecho de reingreso de una escritura emitida a Crystal Bayne a las instalaciones conocidas como la 110 de la Avenida Benkard (Sección 44, Bloque 2, Lote 22) f/k/a 124-126 Avenida Benkard. (Michelle Kelson)

9. Resolution No. 30 - 2019 Release of Covenants - 420 First Street

Resolution authorizing the execution of a release of covenants and right of re-entry from a deed issued to William J. McCartney, III to the premises known as 420 First Street (Section 21, Block 1, Lot 22) (Michelle Kelson)

Una resolución autorizando la ejecución de la liberación de cláusulas restrictivas y derecho de reingreso de una escritura emitida a William J. McCartney, III para las instalaciones conocidas como la 420 de la Calle First (Sección 21, Bloque 1, Lote 22) (Michelle Kelson)

10. Resolution No. 31- 2019 Rep. Maloney District Office lease renewal

Resolution authorizing a lease agreement with Representative Sean Patrick Maloney for a portion of the second floor of 123 Grand Street for a term of two years in the amount of \$2,000.00 per month. (Michelle Kelson)

Una resolución autorizando un acuerdo de alquiler con el Representante Sean Patrick Maloney para una porción del segundo piso de la 123 de la Calle Grand por un término de dos años por la cantidad de \$2,000.00 por mes. (Michelle Kelson)

11. Resolution No. 32 - 2019 Local Law for Smoke-free outdoors

Resolution scheduling a public hearing for February 25, 2019 to hear public comment concerning amending Chapter 276 entitled “Tobacco” of the Code of Ordinances of the City of Newburgh to add Article II Entitled “Smoking, Outdoor”. (As per Councilman Grice)

Una resolución programando una audiencia pública para el 25 de febrero de 2019 para escuchar comentarios públicos con respecto a la enmienda del Capítulo 276 titulado “Tabaco” del Código de Ordenanzas de la Ciudad

de Newburgh para agregar el Artículo II Titulado “Fumando, Afuera”. (A pedido del Concejal Grice)

12. Resolution No. 33 - 2019- Payment of Claim to Doris Vargas

A Resolution Authorizing the Interim City Manager to Execute a Payment of Claim with Doris Vargas in the Amount of \$5,932.33.

Una resolución que autoriza al Gerente Interino de la Ciudad a ejecutar un pago de reclamo con Doris Vargas por el monto de \$5,932.33.

13. Resolution No. 34 - 2019

A Resolution Approving the Consent Judgment and Authorizing the Interim City Manager to sign such Consent Judgment in connection with the Tax Certiorari proceeding against the City of Newburgh in the Orange County Supreme Court Bearing Orange County Index No. EF007475-2018 involving Section 34, Block 3, Lot 48 (N & N of Hudson Valley, LLC)

Una resolución que aprueba el juicio de consentimiento y autoriza al Gerente Interino de la ciudad a firmar tal juicio de consentimiento en relación al proceso de Impuesto Certiorari contra la Ciudad de Newburgh en la Corte Suprema del Condado de Orange que lleva Índice Núm. EF007475-2018 del Condado de Orange que implica Sección 34, Bloque 3, Lote 48 (N & N of Hudson Valley, LLC)

Old Business: / Asuntos Pendientes

14. Resolution No. 16-2019 - Opposing the Proposed Danskammer fracked gas plant expansion

Resolution of the City Council of the City of Newburgh to oppose the proposed Danskammer fracked gas plant expansion.

Una resolución del Concejo Municipal de la Ciudad de Newburgh para oponer la expansión de la planta de gas Danskammer.

New Business: / Nuevos Negocios

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

Adjournment/ Aplazamiento:

RESOLUTION NO.: 27 - 2019

OF

FEBRUARY 11, 2019

**A RESOLUTION AUTHORIZING CHANGE ORDER NO. 1
WITH TAM ENTERPRISES, INC. FOR ELECTRICAL SERVICES
AT A COST OF \$15,114.00 IN THE REGULATOR NO. 2 IMPROVEMENTS PROJECT**

WHEREAS, by Resolution No. 48-2018 of February 26, 2018, the City Council of the City of Newburgh, New York awarded a bid to TAM Enterprises, Inc. in the amount of \$1,257,750.00 for construction related to the Regulator No. 2 Improvements Project; and

WHEREAS, additional electrical work is necessary to reconnect the power feed from the City-owned pole that to the regulator, which was disconnected during a storm in the previous year; and

WHEREAS, TAM Enterprises, Inc. has submitted Change Order No. 1 in the amount of \$15,114.00 to perform the electrical work with funding for the change order derived from HG1.8197.0200.8166.2017; and

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 execute Change Order No. 1 with the TAM Enterprises, Inc. for electrical services in the amount of \$15,114.00 in the Regulator No. 2 Improvements Project.

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

Arcadis of New York, Inc.
855 Route 146
Suite 210
Clifton Park
New York 12065
Tel 518 250 7300
Fax 518 250 7301
www.arcadis.com

Subject:
Regulator No. 2 Improvements
Bid No. 12-17 – General Construction
Contingency Allowance Authorization No. 1

Water

Date:
January 29, 2019

Dear Mr. Morris:

Contact:
A.J. Brooks

Pursuant to your request, Arcadis has reviewed TAM Enterprise, Inc. (TAM) Change Order Proposal No.1 for additional electrical services to reconnect the power feed from an existing City of Newburgh (City) owned power pole to the regulator structure. The power feed was knocked down by a tree during a storm event last year and was never reconnected. The cost for this work is \$15,114.00. I have attached TAM's proposal, and the Request for Change Order Proposal No. 1, that was issued by Arcadis for your reference. The Regulator No.2 Improvements Project is required by a New York State Department of Environmental Conservation (NYSDEC) Order on Consent as a result of the Combined Sewer Overflow (CSO) Long Term Control Plan (LTCP). In order to complete the Contract Work and bring the project to substantial completion, the power feed requires being reconnected prior to March 1, 2019, the date that the Consent Order dictates the project is to be completed by.

Phone:
518 250 7374

Email:
a.j.brooks@arcadis.com

Our ref:
04881005.0000

Arcadis reviewed the proposal based on the net changes to the Work and found it to be fair and reasonable. Therefore, we are recommending that the City authorize this work under the Contingency Allowance for the lump sum of \$15,114.00. This leaves a remaining balance of \$84,886.00 in the Contingency Allowance. Arcadis anticipates that a change order for a credit of the remaining balance of the Contingency Allowance be made at the end of the Project.

If accepted, please authorize this work under the Contingency Allowance by signing where indicated for signature by the Owner on the next page. Please keep one original copy of this Contingency Allowance Authorization for the City's records and return two copies to this office for distribution.

Mr. Jason Morris
City of Newburgh
January 29, 2019

If you have any questions or concerns, please do not hesitate to call either Robert Ostapczuk or myself at (518) 250 – 7300.

Sincerely,

Arcadis of New York, Inc.



A.J. Brooks, P.E.
Project Engineer

Authorized by Owner:

Authorized Signature

Date

Copies:

B. Smith (TAM)

File

Enclosures:

Attachments

- 1 TAM Enterprises, Inc Change Order Proposal No. 1
- 2 Request for Change Order Proposal No. 1



**114 Hartley Road
Goshen, NY 10924**
Phone: (845)-294-8882
Fax: (845)-294-8883

January 29, 2019

A.J Brooks
Arcadis
855 Route 146, Suite 210
Clifton Park, NY 12605

RE: Change order # 1 – Proposal – Newburgh Regulator # 2 Improvements

Mr. Brooks:

As requested by A.J Brooks of Arcadis, TAM Enterprises, Inc. (TAM) has provided the attached quotation for completion of the above referenced project. The estimate is based on A verbal Directive given by Arcadis to provide underground conduit for electrical wiring other than what has been shown and specified in the contract documents. Specifically, the general scope of services priced for this quotation is limited to:

1. Electrical Scope as per proposal request by Arcadis Dated November 20, 2018.

The above scope will be completed for the lump sum amount of:

\$15,114.00 (Fifteen Thousand One Hundred and Fourteen Dollars and zero cents)

Pricing Assumptions, Exclusions & Notes:

- All work will be performed During Normal business Hours 8:00am-4:30pm
- Rock excavation is excluded
- TAM assumes backfill with material onsite
- This work will add 3 days to the contract

Please contact us with any questions regarding the change order proposal.

Sincerely,

Chad Young

Chad Young - Estimator / Project Manager

Cc: Brian Smith/TAM

Customer Signature: _____

Accepted By: _____

Proposal Valid for a period of 30 days from Date provided on Quote.

A Service Charge of 1.5%, 18% APR, will be added to all overdue accounts. Accounts are considered overdue on the 31st day past the invoice date. You will also be liable for all legal and collection fees.

PROPOSAL REQUEST

Owner: City of Newburgh

Project Name: Regulator No. 2 Improvements

Proposal Request No.: 1 **Date:** November 20, 2018

Contract Name and No.: General Construction – Bid No. 1.18

Contractor: TAM Enterprises, Inc.

Other contracts Involved in Proposed Change: N/A

TO CONTRACTOR: Please submit a complete Change Proposal for the proposed modifications described below. If the associated Change Proposal is approved, a Change Order or allowance authorization will be issued to authorize adjustment so the scope of the Work. This Proposal Request is not a Change Order, Work Change Directive, Field Order, or an authorization to proceed with the proposed Work described below.

SCOPE OF PROPOSED WORK:

Provide all material, labor, and incidentals necessary to reconnect power from the City owned power pole #77375 to the Regulator Structure Electrical Kiosk. The power line should be buried in 1.5" PVC coated rigid steel conduit per the Typical Direct Buried Conduit on Drawing E-04. Route the conduit and cable in the same trench as Circuit-17.

Proposal requested by: A.J. Brooks

Signature of Requestor:  _____

RESOLUTION NO.: 28 - 2019

OF

FEBRUARY 11, 2019

**A RESOLUTION AUTHORIZING THE INTERIM CITY MANAGER TO ACCEPT
A PROPOSAL AND EXECUTE AN AGREEMENT WITH
SOLITUDE LAKE MANAGEMENT FOR PROFESSIONAL SERVICES FOR
ALGAE MANAGEMENT AT WASHINGTON LAKE AND BROWNS POND**

WHEREAS, the City of Newburgh needs to monitor water quality at Washington Lake and Browns Pond for potential harmful algal blooms; and

WHEREAS, Solitude Lake Management has submitted a proposal for professional services related to water quality monitoring and treatment for harmful algal blooms that may impact the water quality; and

WHEREAS, the funding for such services shall be derived from F.8389.0448.5022.0000; and

WHEREAS, the City Council has reviewed the annexed proposal and has determined that such services are in the best interests of the City of Newburgh and its residents;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the Interim City Manager be and he is hereby authorized to accept a proposal and execute an agreement with Solitude Lake Management for professional services related to water quality monitoring and treatment for harmful algal blooms at Washington Lake and Browns Pond.



RESERVOIR MANAGEMENT PROPOSAL

PROPERTY NAME: Lake Washington and Brown's Pond
CONTRACT DATE: January 22, 2019
SUBMITTED TO: Wayne Vradenburgh
SUBMITTED BY: Bob Schindler
SPECIFICATIONS: City of Newburgh Reservoirs Algae Treatments

Solitude Lake Management is submitting this proposal to perform algaecide treatments for the City of Newburgh at Washington Lake and Brown's Pond Reservoir in 2019. **Algaecide treatments are typically conducted as needed 4-5 times per season May through September. Treatments in 2019 will only be conducted upon the request and authorization of the City of Newburgh.**

In accordance with NYS DEC regulation, SOLitude Lake Management staff will act as the responsible applicator, and directly apply the algaecide as part of the application. The treatment vessel is equipped with onboard tank mixing of water and algaecide and is labeled to conform to all NYSDEC requirements. In 2019, an algaecide will be supplied by SOLitude Lake Management, with product being transferred to the reservoir on the day of treatment. Frequency of treatments will be based upon prevailing lake conditions, but will only be conducted upon request of the client. The reservoir will be treated with copper sulfate labeled for aquatic use. Prior to application, pH, water clarity, dissolved oxygen and alkalinity will be recorded to assure suitable conditions exist for the application.

According to NYSDEC regulations, an Aquatic Use Permit is not required "for the use of copper sulfate for the purpose of algae control by a duly constituted water supply agency in its water supply waters." Region 3 policy states that a registered business can act on behalf of a duly constituted water supply agency without the Aquatic Pesticide Permit requirement. However, where Regulated Freshwater Wetlands encroach into the lake, a Freshwater Wetland Permit is required. This proposal includes SOLitude Lake Management filing for the Freshwater Wetlands Permit on behalf of the city of Newburgh if such permit is required.

Federal regulations require that all aquatic pesticide applications in New York comply with a State Pollution Discharge Elimination System General Permit (SPDES) whether or not an Aquatic Pesticide Use Permit is required or not.

Service Reporting:

1. Client will be provided with a service report detailing all of the work performed as part of this contract.

General:

1. Contractor is a licensed pesticide applicator in the state in which service is to be provided.

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2. Individual Applicators are Certified Pesticide Applicators in Aquatics, Public Health, Forestry, Right of Way, and Turf/Ornamental as required in the state in which service is to be provided.
3. Contractor is a SePRO Preferred Applicator and dedicated Steward of Water. Each individual applicator has been trained and educated in the water quality testing and analysis required for site specific water quality management prescriptions, and utilizes an integrated approach that encompasses all aspects of ecologically balanced management. Each applicator has received extensive training in the proper selection, use, and application of all aquatic herbicides, algaecides, adjuvants, and water quality enhancement products necessary to properly treat our clients' lakes and ponds as part of an overall integrated pest management program.
4. Contractor guarantees that all products used for treatment are EPA registered and labeled as appropriate and safe for use in lakes, ponds, and other aquatic sites, and are being applied in a manner consistent with their labeling.
5. All pesticide applications made directly to the water or along the shoreline for the control of algae, aquatic weeds, or other aquatic pests as specified in this contract will meet or exceed all of the contractor's legal regulatory requirements as set forth by the EPA and related state agencies for NPDES and FIFRA. Contractor will perform treatments that are consistent with NPDES compliance standards as applicable in and determined by the specific state in which treatments are made. All staff will be fully trained to perform all applications in compliance with all federal, state, and local law.
6. Contractor will furnish personnel, equipment, boats, materials, and other items required to provide the foregoing at his expense.
7. Contractor will maintain general liability and workman's compensation insurance.
8. Client understands and acknowledges that there are irrigation restrictions associated with many of the products used to treat their lakes. The client is responsible for notifying the contractor in advance of the contract signing and the start of the contract treatment if they utilize any of the water in their lakes for irrigation purposes. The client accepts full responsibility for any issues that may arise from the irrigation of turf, ornamentals, trees, crops, or any other plants as a result of treated water being used by the client for irrigation without the consent or knowledge of the contractor.
9. Although there is rarely direct fish toxicity with the products used for treatment when applied at the labeled rate, any time there is an extreme infestation of algae and aquatic weeds, there is a risk of dissolved oxygen drops as a result of large masses of algae and aquatic weeds dying and decomposing simultaneously. This risk is most severe in times of extremely hot weather and warm water temperatures, as these are the conditions during which dissolved oxygen levels are naturally at their lowest levels. Often lakes will experience natural fish kills under these conditions even if no treatment is performed. Every effort, to include the method and timing of application, the choice of products, and the skill and training of the applicators is made to avoid such problems. This risk is especially mitigated by the use of systemic herbicides wherever possible, which results in a very slow steady

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control of the target weed species. However, the client understands and accepts that there is always a slight risk of the occurrence of adverse conditions outside the control of the contractor that will result in the death of some fish and other aquatic life. The client also understands and accepts that similar risks would remain if the algae or submersed invasive vegetation present in the lake goes uncontrolled, as it will over time interfere with the health and well being of the existing fish population. The client agrees to hold the contractor harmless for any issues with fish or other aquatic life which occur as described above, or are otherwise outside the direct control of the contractor, unless there is willful negligence on the part of the contractor.

10. Contractor shall be reimbursed by the client for any non-routine expenses, administrative fees, compliance fees, or any other similar expense that are incurred as a result of requirements placed on the contractor by the client that are not covered specifically by the written specifications of this contract.
11. The client agrees to pay penalties and interest in the amount of 2% per month for all past due invoices and related account balances in excess of 30 days past due from the due date as specified by the contract and as stated on the relevant invoice presented to the client.
12. The client covenants and agrees to pay reasonable attorney's fees and all other related costs and expenses of SOLitude Lake Management® for collection of past due invoices and account balances and for any other actions required to remedy a material breach of this contract.

ON CALL ALGAE MANAGEMENT CONTRACT PRICING:

PHYTOPLANKTON IDENTIFICATION AND ENUMERATION

Solitude Lake Management can conduct Phytoplankton ID and Enumeration on water samples supplied from Washington Lake and Brown's Pond. Samples will be collected by Reservoir personnel and forwarded to Solitude Lake Management via overnight courier. Samples should be collected in 1 liter plastic jars, labeled with proper identification and refrigerated during shipment. A visibility measurement taken with a secchi disk should accompany each sample. Samples will be sand filtered, and microscopic identification to genus level (natural units/ml) and enumeration will be conducted at Solitude Lake Management's Washington, NJ location. Examination results will be reported to the City within 24 hours of receipt. Results will be summarized in chart and graph formats, including notes on population structure.

The cost to conduct Phytoplankton Identification/Enumeration of supplied water samples in 2019 is \$195.00 per sample. Prices do not include the overnight courier expense which is the responsibility of the Client. Invoices will be submitted monthly following completion of the Identification and Enumeration. Empty plastic bottles and other shipping supplies will be boxed and returned to the Client, at their cost, if requested.

Reservoir Algae Control:

1. Reservoir will be inspected on an on-call basis.

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2. Algae found in the lake during each inspection shall be treated and controlled through the application of algaecides and aquatic surfactants as needed for control of the algae present at the time of service.
3. Water use restrictions will be posted in the vicinity at the time of treatment. The client is responsible for removal of any treatment postings upon expiration.

Service and Payment Schedule:

Task 1: Phytoplankton Identification and Enumeration	\$ 195.00 per sample
Task 2: Copper Sulfate Treatment (91.5 acres, 0.3 ppm – upper 6')	\$ 2,920.00 per treatment
Task 3: Cutrine Plus Treatment (91.5 acres, 0.3 ppm – upper 4')	\$ 11,235.00 per treatment
Task 4: Notice of Intent (NOI) – Client Responsibility	\$ 110.00

***paid directly to NYSDEC by client during November of each year**

Invoicing will be submitted following each approved treatment. Sampling invoices will be invoiced monthly based on cumulative number of samples completed. NY Sales Tax will be added to all invoicing.

APPROVED:

SOLitude Lake Management

(Authorized Signature)

City of Newburgh, NY

(Print Name and Title)

(Date)

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RESOLUTION NO.: 29-2019

OF

FEBRUARY 11, 2019

**A RESOLUTION AUTHORIZING THE EXECUTION
OF A RELEASE OF RESTRICTIVE COVENANTS AND RIGHT OF RE-ENTRY
FROM A DEED ISSUED TO CRYSTAL BAYNE TO THE PREMISES
KNOWN AS 110 BENKARD AVENUE (SECTION 44, BLOCK 2, LOT 22)
f/k/a 124-126 BENKARD AVENUE**

WHEREAS, by Resolution No.: 105-2010 of May 10, 2010, this Council authorized the acceptance and assumption of all the assets and liabilities of the Newburgh Community Development Agency ("NCDA"), all without consideration, pursuant to Section 554(19) of the General Municipal Law; and

WHEREAS, Resolution No.: 105-2010 of May 20, 2010, further authorized the Acting City Manager to execute and accept delivery of any and all deeds, assignments, instruments, agreements, and any and all other necessary documents to effect such acceptance and assumption by the City; and

WHEREAS, on May 6, 1998, the NCDA conveyed property located at 124-126 Benkard Avenue (n/k/a 110 Benkard Avenue), being more accurately described on the official Tax Map of the City of Newburgh as Section 44, Block 2, Lot 22, to Crystal Bayne; and

WHEREAS, a request for the a release of the restrictive covenants contained in the deed from the NCDA has been received and it has been determined that such release be granted; and

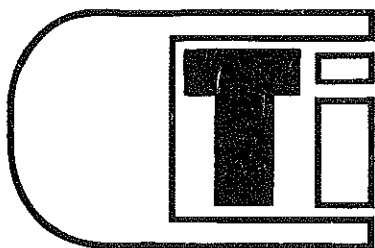
WHEREAS, this Council has determined that executing said Release, as successor in interest to the NCDA, is in the best interests of the City of Newburgh;

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 release, annexed hereto and made a part of this resolution, of restrictive covenants numbered 1, 2, 3, and 4 of the aforementioned deed.

KNOWN ALL PERSONS BY THESE PRESENTS, that the City of Newburgh, as Successor in Interest to the Newburgh Community Development Agency f/k/a the Newburgh Urban Renewal Agency, a municipal corporation 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 124-126 Benkard Avenue, now known as 110 Benkard Avenue, Section 44, Block 2, Lot 22 on the Official Tax Map of the City of Newburgh, from those restrictive covenants numbered 1, 2, 3, and 4 in a deed dated May 6, 1998 from THE NEWBURGH COMMUNITY DEVELOPMENT AGENCY to CRYSTAL BAYNE, recorded in the Orange County Clerk's Office on May 6, 1998, in Liber 4779 of Deeds at Page 267 and does further release said premises from the right of re-entry reserved in favor of the City of Newburgh as Successor in Interest to the Newburgh Community Development Agency f/k/a the Newburgh Urban Renewal Agency, as set forth in said deed.

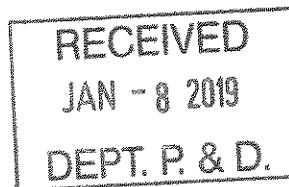
By: _____
Joseph Donat, Interim City Manager
Pursuant to Res. No.: -2019

RECORD & RETURN TO:



ABSTRACT
CORP.

176 MAIN STREET • GOSHEN, NEW YORK 10924 (845) 294-5428
FAX # (845) 294-3894



January 2nd, 2019

Tara Miller

Department of Planning & Development

City of Newburgh/ City Hall

83 Broadway

Newburgh, New York 12550

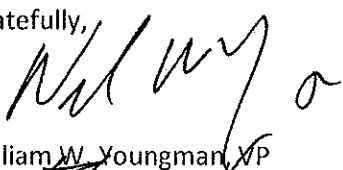
PH: 845-569-9400

Tara,

I had the pleasure of talking with you toward the end of last year and you were kind enough to offer to help me put in process getting Release/Termination or Satisfaction for the attached Newburgh Community Development Agency document recorded May 6th, 1998 in Liber 4779 Page 267.

Please call me if you need anything else. Happy New Year!

Gratefully,


William W. Youngman, VP

CTI Abstract Corp

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

Newburgh Community Development

TO

Ms. Crystal Bayne

SECTION 44 BLOCK 2 LOT 22

RECORD AND RETURN TO:
(Name and Address)

Ms. Crystal Bayne
172 Sedgwick Avenue
Bronx NY 10453

THERE IS NO FEE FOR THE RECORDING OF THIS PAGE

ATTACH THIS SHEET TO THE FIRST PAGE OF EACH

RECORDED INSTRUMENT ONLY

DO NOT WRITE BELOW THIS LINE

INSTRUMENT TYPE: DEED ☒ MORTGAGE ☐ SATISFACTION ☐ ASSIGNMENT ☐ OTHER ☐

PROPERTY LOCATION

2089 BLOOMING GROVE (TN)	4289 MONTGOMERY (TN)
2001 WASHINGTONVILLE (VLG)	4201 MAYBROOK (VLG)
2289 CHESTER (TN)	4203 MONTGOMERY (VLG)
2201 CHESTER (VLG)	4205 WALDEN (VLG)
2489 CORNWALL (TN)	4489 MOUNT HOPE (TN)
2401 CORNWALL (VLG)	4401 OTISVILLE (VLG)
2600 CRAWFORD (TN)	4600 NEWBURGH (TN)
2800 DEERPARK (TN)	4800 NEW WINDSOR (TN)
3089 GOSHEN (TN)	5089 TUXEDO (TN)
3001 GOSHEN (VLG)	5001 TUXEDO PARK (VLG)
3003 FLORIDA (VLG)	5200 WALKILL (TN)
3005 CHESTER (VLG)	5489 WARWICK (TN)
3200 GREENVILLE (TN)	5401 FLORIDA (VLG)
3489 HAMPTONBURGH (TN)	5403 GREENWOOD LAKE (VLG)
3401 MAYBROOK (VLG)	5405 WARWICK (VLG)
3889 HIGHLANDS (TN)	5600 WAWAYANDA (TN)
3601 HIGHLAND FALLS (VLG)	5889 WOODBURY (TN)
3889 MINISINK (TN)	5801 HARRIMAN (VLG)
3801 UNIONVILLE (VLG)	
4089 MONROE (TN)	
4001 MONROE (VLG)	
4003 HARRIMAN (VLG)	
4005 KIRYAS JOEL (VLG)	

CITIES

0900 MIDDLETOWN
1100 NEWBURGH
1300 PORT JERVIS
9999 HOLD

NO. PAGES 5 CROSS REF
CERT. COPY ☐ AFFT. ☐

PAYMENT TYPE: CHECK ☒
CASH ☐
CHARGE ☐
NO FEE ☐

CONSIDERATION \$ 10,500
TAX EXEMPT ☐

MORTGAGE AMT \$
DATE 5-6-98

MORTGAGE TYPE:

(A) COMMERCIAL
(B) 1 OR 2 FAMILY
(C) UNDER \$10,000
(E) EXEMPT
(F) 3 TO 6 UNITS
(I) NAT.PERSON/CR.UNION
(J) NAT.PER-CR.UN/ OR 2
(K) CONDO

Donna L. Benson

DONNA L. BENSON
Orange County Clerk

RECEIVED FROM: C Bayne

LIB 4779 PG 267

LIBER 4779 PAGE 267

ORANGE COUNTY CLERKS OFFICE 25530 MLV
RECORDED/FILED 05/06/98 02:15:39 PM

FEES 44.00 EDUCATION FUND 5.00
SERIAL NUMBER: 007568
DEED CNTL NO 55410 RE TAX 50.00

THIS INDENTURE, made this 6th day of May 1998

BETWEEN:

THE NEWBURGH COMMUNITY DEVELOPMENT AGENCY, a public benefit corporation duly organized and existing under the General Municipal Law of the State of New York, and having its principal office for the transaction of business at 83 Broadway, City Hall, Newburgh, NY 12550, party of the first part; and

CRYSTAL BAYNE, residing at 1772 Sedgwick Avenue, Bronx, New York 10452,

WITNESSETH, that the party of the first part, in consideration of TWELVE THOUSAND FIVE HUNDRED AND 00/100 (\$12,500.00) DOLLARS and other good and valuable consideration paid by the party of the second part, does hereby remise, release and quitclaim 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 State of New York, County of Orange and City of Newburgh, known as 124-126 Benkard Avenue, in the City of Newburgh and being more accurately described as Section 44, Block 2, Lot 22, on the Official Tax Map of the City of Newburgh.

SUBJECT to all easements, covenants and restrictions of record, except as hereinafter stated,

SUBJECT to all easements, covenants and restrictions of record and not of record existing in favor of the City of Newburgh prior to the vesting of title to the described premises in the City of Newburgh.

BEING the same premises indicated in a certain deed dated September 17, 1997 from the City of Newburgh to the Newburgh Community Development Agency and recorded in the Orange County Clerk's Office on September 29, 1997 in Liber 4639 at Page 75.

TOGETHER with the appurtenances and all the estate and rights of the party of the first part in and to such premises; TO HAVE AND TO HOLD the premises herein granted unto the party of the second part forever.

The party of the second part expressly covenants and agrees that:

(1) within eighteen (18) months after the date of this deed, s/he shall bring the property conveyed herein into complete compliance with all State, County and City building, housing, plumbing, electrical, fire prevention, life safety and health statutes, codes, rules and regulations;

(2) at the end of eighteen (18) months after the date of delivery of this deed, the party of the second part shall permit inspection of the property described in this deed by all State, County and City inspectors to determine compliance with the covenant set forth in paragraph (1) above. If the property is found in compliance, a Certificate of Occupancy shall be issued;

(3) prior to issuance of a Certificate of Occupancy, as provided in the covenant set forth in paragraph (2) above, the party of the second part shall not sell, convey, assign or lease the property described in this deed or any part thereof, except as provided in paragraph (4) below.

(4) at the end of eighteen (18) months after the delivery of this deed, if it is determined upon inspection that the covenants contained in paragraphs (1) or (2) above have not been complied with, the party of the second part or his grantee shall, within ten (10) business days from the service of a notice of said determination upon him, reconvey good and marketable title to the property described in this deed to the party of the first part.

The covenants set forth in the preceding paragraphs numbered 1, 2, 3 and 4 shall constitute covenants running with the land and shall without regard to technical classification or designation, legal or otherwise, be to the fullest extent binding for the benefit of, in favor of and enforceable by the party of the first part, its successors and assigns against the party of the second part, his successors and assigns and every successor in interest to the property described in this deed or any part thereof or any interest therein, and any party in possession or occupancy of the property described in this deed or any part thereof.

In the event that subsequent to the conveyance of the property described in this deed the party of the second part shall default in or violate any of its obligations contained in the covenants set forth in this deed, the party of the first part shall have the right to re-enter and take possession of the property described in this deed and to terminate the estate conveyed by this deed to the party of the second part, it being the intent of this provision that the conveyance to the party of the second part shall be made upon a condition subsequent to the effect that in the event of any default, failure, violation or other action or inaction by the party of the second part contrary to the obligations specified in the covenants contained in this deed, the party of the first part, may at its option, declare a termination in favor of the party of the first part, of the title and of all rights and interests in and to the property conveyed by this deed to the party of the second part and any assigns or successors in interest to or in the property, shall revert to the party of the first part. Provided, that such conditions subsequent and any reverting of title as a result thereof in the party of the first part shall always be subject to and limited by and shall not defeat, render invalid or limit in any way, the lien of any mortgage obtained by the party of the second part for the purpose of financing the work

URR477976 270

PROPERTY FILE DATA

Street Name: 110 BENKARD AV

Sec: 44 Blk: 2 Lot: 22 Zone: R2

Tax Map Address: 124-126 BENKARD AV ON TAX MAP; ACCT #018900

Note: D.D. 5/6/98 U.D. 1/26/2000 YGM

Occ. Classification: A2 FPU Code: 42

FPU Description: TWO FAMILY DWELLING

OWNER INFORMATION

CRYSTAL BAYNE

P.O. BOX 132

NEWBURGH, NY 12550

914-569-7045

AGENT INFORMATION

CERT OF OCCUPANCY

Floor:	Section:	Number of Occ:	Use Description:
FIRST	COMPELTE	FIVE	ONE FAMILY RESIDENTIAL
SECOND	COMPLETE	FIVE	ONE FAMILY RESIDENTIAL

Comments:

RESOLUTION NO.: 30-2019

OF

FEBRUARY 11, 2019

**A RESOLUTION AUTHORIZING THE EXECUTION
OF A RELEASE OF RESTRICTIVE COVENANTS AND RIGHT OF RE-ENTRY
FROM A DEED ISSUED TO WILLIAM J. MCCARTNEY, III TO THE PREMISES
KNOWN AS 420 FIRST STREET (SECTION 21, BLOCK 1, LOT 22)**

WHEREAS, on April 5, 2018, the City of Newburgh conveyed property located at 420 First Street, being more accurately described on the official Tax Map of the City of Newburgh as Section 21, Block 1, Lot 22, to William J. McCartney, III; and

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

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

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

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

**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 420 First Street, Section 21, Block 1, Lot 22 on the Official Tax Map of the City of Newburgh, from those restrictive covenants numbered 1, 2, 3, 4 and 5 in a deed dated April 5, 2018 from THE CITY OF NEWBURGH to William J. McCartney, III, recorded in the Orange County Clerk's Office on April 9, 2018, in Liber 14386 of Deeds at Page 1209 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.: _____

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.

RECORD & RETURN TO: _____



CITY OF NEWBURGH

Building Department

123 Grand Street Newburgh, New York 12550

(845) 569-7400/Fax (845) 569-0096

www.cityofnewburgh-ny.gov

TO: Michele Kelson, Corporation Counsel

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

MEETING DATE: January 17, 2019 |

SUBJECT: 420 First Street, Release of Restrictive Covenants



With regard to the request related to the release of the restrictive covenants for 420 First Street owned by William and Indora McCartney, I conducted an inspection of the property on 1/17/2019 and reviewed the building file in the office. Below are my findings:

There are no open code violations on file in the building record.

I observed no violations either on the property or in the building during my most current inspection of the property.

There are no open permits. There is a valid Rental License.

There is a valid Certificate of Occupancy on file dated 1/18/19 for a Two Family Dwelling.

Thank you.



RESOLUTION NO.: 31 - 2019

OF

FEBRUARY 11, 2019

**A RESOLUTION AUTHORIZING A LEASE AMENDMENT WITH
REPRESENTATIVE SEAN PATRICK MALONEY
FOR A PORTION OF THE SECOND FLOOR OF 123 GRAND STREET
FOR A TERM OF TWO YEARS IN THE AMOUNT OF \$2,000.00 PER MONTH**

WHEREAS, by Resolution No. 12-2013 of January 14, 2013, the City Council of the City of Newburgh authorized the City Manager to execute a lease agreement with Representative Sean Patrick Maloney for a portion of the second floor of 123 Grand Street; and

WHEREAS, by Resolution No. 6-2015 of January 12, 2015, the City Council of the City of Newburgh authorized the City Manager to execute a renewal lease agreement with Representative Sean Patrick Maloney for a portion of the second floor of 123 Grand Street; and

WHEREAS, by Resolution No. 17-2017 of January 9, 2017, the City Council of the City of Newburgh authorized the City Manager to execute a renewal lease agreement with Representative Sean Patrick Maloney for a portion of the second floor of 123 Grand Street; and

WHEREAS, Representative Sean Patrick Maloney has expressed an interest in renewing said lease to continue the use of said premises as a Congressional District Office; and

WHEREAS, the renewal term of the lease shall be two years and the rent shall be two thousand (\$2,000.00) dollars per month as set forth in the amendment of lease, a copy of which is annexed hereto and made a part of this resolution; and

WHEREAS, this Council has reviewed such lease and finds that entering into the same would be in the best interests of the City of Newburgh and the community alike;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the Mayor be and he is hereby authorized to execute the attached lease amendment agreement with Representative Sean Patrick Maloney for a portion of the second floor of 123 Grand Street on the terms and conditions contained in the subject lease.

District Office Lease Amendment – Instructions

NO LEASE AMENDMENT OR ATTACHMENT CAN BE SIGNED BEFORE THEY HAVE BEEN APPROVED BY THE ADMINISTRATIVE COUNSEL.

The term for a District Office Lease Amendment for the 116th Congress may not commence prior to January 3, 2019.

Members should endeavor to lease space through the last day of a congressional term rather than the last day of a calendar year. For the 116th Congress, leases should end on January 2, 2021, not December 31, 2020.

- A. Section 1 has three blank lines to be filled in:
 - 1. the term of the previous lease that is being amended or extended;
 - 2. street address of office being leased; and
 - 3. city, state and ZIP where office is being leased.
- B. Section 2 requires the new ending date (if the lease is going to be extended), which must be on or before January 2, 2021. If the lease is not going to be extended, write “N/A” in the space provided.
- C. Section 3 requires the monthly rent amount for the extended term, and if any other provision is changed, the blank space beneath Section 3 is provided for any changes or additions. If there are no other changes to your existing lease, write “NONE” in the space provided.
- D. **The Member/Member-Elect is required to personally sign the documents.**
- E. A District Office Lease Attachment for the 116th Congress must accompany this District Office Lease Amendment (“Amendment”).
- F. **Prior to either party signing an Amendment, the Member/Member-Elect must submit the proposed Amendment, accompanied by a copy of the District Office Lease Attachment for the 116th Congress, to the Administrative Counsel for review and approval.** If the proposed terms and conditions of the Amendment are determined to be in compliance with applicable law and House Rules and Regulations, the Administrative Counsel will notify the Member/Member-Elect that (s)he may proceed with the signing of the Amendment. Please submit the proposed Amendment and District Office Lease Attachment either by e-mail in PDF form (leases@mail.house.gov) or fax (202-225-6999).
- G. Once signed by both parties, the Amendment and District Office Lease Attachment must be submitted to the Administrative Counsel for final approval. They may be sent by email in PDF form (leases@mail.house.gov) or faxed to 202-225-6999.
- H. If approved, Administrative Counsel will send them to Finance so that payment can begin. If there are errors, you will be contacted and required to correct them before the Amendment is approved.
- I. If you have any additional questions about District Office Leases, please contact the Office of the Administrative Counsel by e-mail (leases@mail.house.gov).

U.S. House of Representatives

Washington, D.C. 20515

District Office Lease Amendment

(Page 1 of 2 – 116th Congress)

1. **Prior Lease Term.** The undersigned Landlord (“Lessor”) and Member of the U. S. House of Representatives (“Lessee”) agree that they previously entered into a District Office Lease (“Lease”) (along with the District Office Lease Attachment), which covered the period from _____ to _____ for the lease of office space located at _____ in the city, state and ZIP of _____.
2. **Extended Term.** If applicable, the above referenced Lease is extended through and including _____, 20_____. (This District Office Lease Amendment (“Amendment”) may not provide for an extension beyond January 2, 2021, which is the end of the constitutional term of the 116th Congress.)
3. **Rent and Any Other Changes.** The monthly rent for the extended term of the Lease shall now be _____. All other provisions of the existing Lease shall remain unchanged and in full effect, except for the following additional terms, which are modified as indicated in the space below [If no additional terms are to be modified, write the word “NONE” below].
4. **District Office Lease Attachment for 116th Congress.** This Amendment shall have no force and effect unless and until accompanied by an executed District Office Lease Attachment for the 116th Congress and the District Office Lease Attachment for the 116th Congress attached hereto supersedes and replaces any prior District Office Lease Attachment.
5. **Counterparts.** This Amendment may be executed in any number of counterparts and by facsimile copy, each of which shall be deemed to be an original but all of which together shall be deemed to be one and the same instrument.
6. **Section Headings.** The section headings of this Amendment are for convenience of reference only and shall not be deemed to limit or affect any of the provisions hereof.

[Signature page follows.]

U.S. House of Representatives
Washington, D.C. 20515
District Office Lease Amendment
(Page 2 of 2 – 116th Congress)

IN WITNESS WHEREOF, the parties have duly executed this District Office Lease Amendment as of the later date written below by the Lessor or the Lessee.

Print Name of Lessor/Landlord/Company

Print Name of Lessee

By: _____

Lessor Signature

Name:

Title:

Lessee Signature

Date

Date

***This District Office Lease Amendment must be accompanied with an executed
District Office Lease Attachment.***

District Office Lease Attachment- Instructions

The District Office Lease Attachment must accompany *every* Lease or Lease Amendment that is submitted for a Member/Member-Elect's District Office.

NO LEASE, AMENDMENT OR ATTACHMENT CAN BE SIGNED BEFORE THEY HAVE BEEN APPROVED BY THE ADMINISTRATIVE COUNSEL.

The term of a District Office Lease or Amendment for the 116th Congress may not commence prior to January 3, 2019.

Members should endeavor to lease space through the last day of a congressional term rather than the last day of a calendar year. For the 116th Congress, leases should end on January 2, 2021, not December 31, 2020.

A few things to keep in mind:

- A. The Member/Member-Elect is required to personally sign the documents.
- B. The Member/Member-Elect must indicate in Section A ("Lease Amenities") of the Attachment whether the proposed leased space will serve as a flagship district office.
- C. The Lessor must complete the amenities checklist in Section A ("Lease Amenities"), unless the checkbox at the top of the amenities checklist is marked to indicate that amenities are listed elsewhere in the Lease.
- D. Broadband/cable availability can be checked by entering the address of the proposed leased space at <https://broadbandmap.fcc.gov>. The Member/Member-Elect should still confirm broadband/cable status directly with the Lessor.
- E. Section B ("Additional Terms and Conditions") of the Attachment SHALL NOT have any provisions deleted or changed.
- F. Even if rent is zero, an Attachment is still required.
- G. **Prior to either party signing a Lease or Amendment, the Member/Member-Elect must submit the proposed Lease or Amendment, accompanied by a copy of the Attachment, to the Administrative Counsel for review and approval.** If the Administrative Counsel determines that the proposed terms and conditions of the Lease or Amendment are in compliance with applicable law and House Rules and Regulations, the Administrative Counsel will notify the Member/Member-Elect that (s)he may proceed with the execution of the Lease or Amendment. Please submit the proposed Lease or Amendment and Attachment either by e-mail in PDF form (leases@mail.house.gov) or by fax (202-225-6999).
- H. Once signed by both parties, the Lease or Amendment and the Attachment must be submitted to the Administrative Counsel for final approval. The Attachment should be submitted at the same time the Lease or Amendment is sent to the Administrative Counsel. They may be sent by email in PDF form (leases@mail.house.gov) or faxed to (202-225-6999).
- I. Without a properly signed and submitted Attachment, the Lease or Amendment cannot be approved and payments will not be made. The parties agree that any charges for default, early termination or cancellation of the Lease or Amendment which result from actions taken by or on behalf of the Lessee shall be the sole responsibility of the Lessee, and are not reimbursable from the Member's Representational Allowance.
- J. **Lessor shall provide a copy of any assignment, estoppel certificate, notice of a bankruptcy or foreclosure, or notice of a sale or transfer of the leased premises to the Administrative Counsel by e-mail in PDF form (leases@mail.house.gov).**

District Office Lease Attachment

(Page 1 of 5 – 116th Congress)

SECTION A (Lease Amenities)

Section A designates whether the leased space will be the Member/Member-Elect's flagship (primary) office and sets forth the amenities provided by the Lessor to be included in the Lease. Except as noted below, the amenities listed are not required for all district offices.

To be completed by the Member/Member-elect:

- ☐ The leased space will serve as my flagship (primary) District Office.
- ☐ The leased space will NOT serve as my flagship (primary) District Office.

To be completed by the Lessor:

- ☐ Amenities are separately listed elsewhere in the Lease.
(The below checklist can be left blank if the above box is checked.)

The Lease includes (please check and complete all that apply):

(Items marked with an asterisk and in bold are **required** for ALL district offices for the 116th Congress.)

- ☐ * **Broadband and/or Cable Access to the Leased Space (e.g. Comcast, Cox, Verizon, etc.).**
(Check broadband status by entering the leased space address at <https://broadbandmap.fcc.gov>.
The parties should also directly discuss broadband status.)

- ☐ * **Interior Wiring CAT 5e or Better within Leased Space.**

- ☐ Lockable Space for Networking Equipment.

- ☐ Telephone Service Available.

- ☐ Parking. ☐ Assigned Parking Spaces

- ☐ Unassigned Parking Spaces

- ☐ General Off-Street Parking on an As-Available Basis

- ☐ Utilities. Includes: _____

- ☐ Janitorial Services. Frequency: _____

- ☐ Trash Removal. Frequency: _____

- ☐ Carpet Cleaning. Frequency: _____

- ☐ Window Washing. ☐ Window Treatments.

- ☐ Tenant Alterations Included In Rental Rate.

- ☐ After Hours Building Access.

- ☐ Office Furnishings. Includes: _____

- ☐ Cable TV Accessible. If checked, Included in Rental Rate: ☐ Yes ☐ No

- ☐ Building Manager. ☐ Onsite ☐ On Call Contact Name: _____

Phone Number: _____ Email Address: _____

Send completed forms to: Administrative Counsel, 217 Ford House Office Building, Washington, D.C. 20515.

Copies may also be faxed to 202-225-6999.

District Office Lease Attachment

(Page 2 of 5 – 116th Congress)

SECTION B **(Additional Terms and Conditions)**

1. **Incorporated District Office Lease Attachment.** Lessor (Landlord) and Lessee (Member/Member-Elect of the U.S. House of Representatives) agree that this District Office Lease Attachment (“Attachment”) is incorporated into and made part of the Lease (“Lease”) and, if applicable, District Office Lease Amendment (“Amendment”) to which it is attached.
2. **Performance.** Lessor expressly acknowledges that neither the U.S. House of Representatives (the “House”) nor its Officers are liable for the performance of the Lease. Lessor further expressly acknowledges that payments made by the Chief Administrative Officer of the House (the “CAO”) to Lessor to satisfy Lessee’s rent obligations under the Lease – which payments are made solely on behalf of Lessee in support of his/her official and representational duties as a Member of the House – shall create no legal obligation or liability on the part of the CAO or the House whatsoever. Lessee shall be solely responsible for the performance of the Lease and Lessor expressly agrees to look solely to Lessee for such performance.
3. **Modifications.** Any amendment to the Lease must be in writing and signed by the Lessor and Lessee. Lessor and Lessee also understand and acknowledge that the Administrative Counsel for the CAO (“Administrative Counsel”) must review and give approval of any amendment to the Lease prior to its execution.
4. **Compliance with House Rules and Regulations.** Lessor and Lessee understand and acknowledge that the Lease shall not be valid, and the CAO will not authorize the disbursement of funds to the Lessor, until the Administrative Counsel has reviewed the Lease to determine that it complies with the Rules of the House and the Regulations of the Committee on House Administration, and approved the Lease by signing the last page of this Attachment.
5. **Payments.** The Lease is a fixed term lease with monthly installments for which payment is due in arrears on or before the end of each calendar month. In the event of a payment dispute, Lessor agrees to contact the Office of Finance of the House at 202-225-7474 to attempt to resolve the dispute before contacting Lessee.
6. **Void Provisions.** Any provision in the Lease purporting to require the payment of a security deposit shall have no force or effect. Furthermore, any provision in the Lease purporting to vary the dollar amount of the rent specified in the Lease by any cost of living clause, operating expense clause, pro rata expense clause, escalation clause, or any other adjustment or measure during the term of the Lease shall have no force or effect.
7. **Certain Charges.** The parties agree that any charge for default, early termination or cancellation of the Lease which results from actions taken by or on behalf of the Lessee shall be the sole responsibility of the Lessee, and shall not be paid by the CAO on behalf of the Lessee.
8. **Death, Resignation or Removal.** In the event Lessee dies, resigns or is removed from office during the term of the Lease, the Clerk of the House may, at his or her sole option, either: (a)

District Office Lease Attachment

(Page 3 of 5 – 116th Congress)

terminate the Lease by giving thirty (30) days' prior written notice to Lessor; or (b) assume the obligation of the Lease and continue to occupy the premises for a period not to exceed sixty (60) days following the certification of the election of the Lessee's successor. In the event the Clerk elects to terminate the Lease, the commencement date of such thirty (30) day termination notice shall be the date such notice is delivered to the Lessor or, if mailed, the date on which such notice is postmarked.

9. **Term.** The term of the Lease may not exceed the constitutional term of the Congress to which the Lessee has been elected. The Lease may be signed by the Member-Elect before taking office. Should the Member-Elect not take office to serve as a Member of the 116th Congress, the Lease will be considered null and void.
10. **Early Termination.** If either Lessor or Lessee terminates the Lease under the terms of the Lease, the terminating party agrees to promptly file a copy of any termination notice with the Office of Finance, U.S. House of Representatives, O'Neill Federal Building, Suite 3100, Attn: Office of Financial Counseling, Washington, D.C. 20515, and with the Administrative Counsel by e-mail at leases@mail.house.gov.
11. **Assignments.** Lessor shall not have the right to assign (by operation of law or otherwise) any of its rights, interests and obligations under the Lease, in whole or in part, without providing thirty (30) days prior written notice to Lessee, and any such purported assignment without such notice shall be void. Lessor shall promptly file a copy of any such assignment notice with the Administrative Counsel by e-mail at leases@mail.house.gov.
12. **Sale or Transfer of Leased Premises.** Lessor shall provide thirty (30) days prior written notice to Lessee in the event (a) of any sale to a third party of any part of the leased premises, or (b) Lessor transfers or otherwise disposes of any of the leased premises, and provide documentation evidencing such sale or transfer in such notice. Lessor shall promptly file a copy of any such sale or transfer notice with the Administrative Counsel by e-mail at leases@mail.house.gov.
13. **Bankruptcy and Foreclosure.** In the event (a) Lessor is placed in bankruptcy proceedings (whether voluntarily or involuntarily), (b) the leased premises is foreclosed upon, or (c) of any similar occurrence, Lessor agrees to promptly notify Lessee in writing. Lessor shall promptly file a copy of any such notice with the Office of Finance, U.S. House of Representatives, O'Neill Federal Building, Suite 3100, Attn: Office of Financial Counseling, Washington, D.C. 20515, and with the Administrative Counsel by e-mail at leases@mail.house.gov.
14. **Estoppel Certificates.** Lessee agrees to sign an estoppel certificate relating to the leased premises (usually used in instances when the Lessor is selling or refinancing the building) upon the request of the Lessor. Such an estoppel certificate shall require the review of the Administrative Counsel, prior to Lessee signing the estoppel certificate. Lessor shall promptly provide a copy of any such estoppel certificate to the Administrative Counsel by e-mail at leases@mail.house.gov.

District Office Lease Attachment

(Page 4 of 5 – 116th Congress)

15. **Maintenance of Common Areas.** Lessor agrees to maintain in good order, at its sole expense, all public and common areas of the building including, but not limited to, all sidewalks, parking areas, lobbies, elevators, escalators, entryways, exits, alleys and other like areas.
16. **Maintenance of Structural Components.** Lessor also agrees to maintain in good order, repair or replace as needed, at its sole expense, all structural and other components of the premises including, but not limited to, roofs, ceilings, walls (interior and exterior), floors, windows, doors, foundations, fixtures, and all mechanical, plumbing, electrical and air conditioning/heating systems or equipment (including window air conditioning units provided by the Lessor) serving the premises.
17. **Lessor Liability for Failure to Maintain.** Lessor shall be liable for any damage, either to persons or property, sustained by Lessee or any of his or her employees or guests, caused by Lessor's failure to fulfill its obligations under Sections 15 and 16.
18. **Initial Alterations.** Lessor shall make any initial alterations to the leased premises, as requested by Lessee and subject to Lessor's consent, which shall not be unreasonably withheld. The cost of such initial alterations shall be included in the annual rental rate.
19. **Federal Tort Claims Act.** Lessor agrees that the Federal Tort Claims Act, 28 U.S.C. §§ 2671-80, satisfies any and all obligations on the part of the Lessee to purchase private liability insurance. Lessee shall not be required to provide any certificates of insurance to Lessor.
20. **Limitation of Liability.** Lessor agrees that neither Lessee nor the House nor any of the House's officers or employees will indemnify or hold harmless Lessor against any liability of Lessor to any third party that may arise during or as a result of the Lease or Lessee's tenancy.
21. **Compliance with Laws.** Lessor shall be solely responsible for complying with all applicable permitting and zoning ordinances or requirements, and with all local and state building codes, safety codes and handicap accessibility codes (including the Americans with Disabilities Act), both in the common areas of the building and the leased space of the Lessee.
22. **Electronic Funds Transfer.** Lessor agrees to accept monthly rent payments by Electronic Funds Transfer and agrees to provide the Office of Finance, U.S. House of Representatives, with all banking information necessary to facilitate such payments.
23. **Refunds.** Lessor shall promptly refund to the CAO, without formal demand, any payment made to the Lessor by the CAO for any period for which rent is not owed because the Lease has ended or been terminated.
24. **Conflict.** Should any provision of this Attachment be inconsistent with any provision of the attached Lease or attached Amendment, the provisions of this Attachment shall control, and those inconsistent provisions of the Lease or the Amendment shall have no force and effect to the extent of such inconsistency.

District Office Lease Attachment

(Page 5 of 5 – 116th Congress)

25. **Construction.** Unless the clear meaning requires otherwise, words of feminine, masculine or neuter gender include all other genders and, wherever appropriate, words in the singular include the plural and vice versa.
26. **Fair Market Value.** The Lease or Amendment is entered into at fair market value as the result of a bona fide, arms-length, marketplace transaction. The Lessor and Lessee certify that the parties are not relatives nor have had, or continue to have, a professional or legal relationship (except as a landlord and tenant).
27. **District Certification.** The Lessee certifies that the office space that is the subject of the Lease is located within the district the Lessee was elected to represent unless otherwise authorized by Regulations of the Committee on House Administration.
28. **Counterparts.** This Attachment may be executed in any number of counterparts and by facsimile copy, each of which shall be deemed to be an original but all of which together shall be deemed to be one and the same instrument.
29. **Section Headings.** The section headings of this Attachment are for convenience of reference only and shall not be deemed to limit or affect any of the provisions hereof.

IN WITNESS WHEREOF, the parties have duly executed this District Office Lease Attachment as of the later date written below by the Lessor or the Lessee.

Print Name of Lessor/Landlord

Print Name of Lessee

By: _____
Lessor Signature
Name:
Title:

Lessee Signature

Date

Date

From the Member's Office, who is the point of contact for questions?

Name _____ Phone () _____ E-mail _____@mail.house.gov

This District Office Lease Attachment and the attached Lease or Amendment have been reviewed and are approved, pursuant to Regulations of the Committee on House Administration.

Signed _____ Date _____, 20____.
(Administrative Counsel)

*Send completed forms to: Administrative Counsel, 217 Ford House Office Building, Washington, D.C. 20515.
Copies may also be faxed to 202-225-6999.*

**Instructions for Completing
U.S. House of Representatives
Substitute W-9 and ACH Vendor/Miscellaneous Payment Enrollment Form**

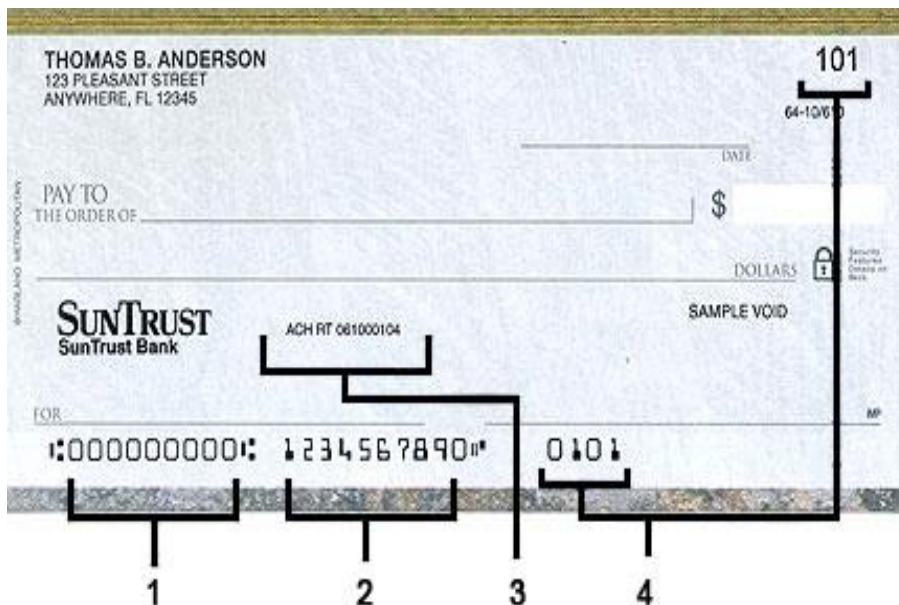
Section I - Agency Information – Includes the name and address, agency identifier, agency location code and telephone number for the House of Representatives.

Section II - Payee/Company Information – Print or type the name of the payee/company and address that will receive payment, social security or taxpayer ID number, contact person name, telephone number and email of the payee/company. Print or type the purchase order and remit to addresses if different from the payee/company address. Check the appropriate boxes for federal tax classification.

Section III - Financial Institution Information – Print or type the name and address of the payee/company's financial institution who will receive the ACH payment, ACH coordinator name and telephone number, nine-digit routing transit number, depositor (payee/company) account title and account number. Check the appropriate box for type of account. Payee/Company may include a voided check with this form.

ACH Account Information Located on a Check or Deposit Ticket

<u>FINANCIAL INSTITUTION NAME</u>	name of the financial institution to which the payments are to be directed
<u>ROUTING TRANSIT NUMBER (RTN)</u>	financial institution's 9 digit routing transit number; <i>found on the bottom of a check or deposit ticket or from your Financial Institution</i>
<u>ACCOUNT TITLE</u>	employee's or vendor's name on the account
<u>ACCOUNT NUMBER</u>	account number at the financial institution



1. Routing Transit Number (RTN) – nine digits located between two symbols. This number identifies the bank holding your account and check processing center.
2. Account number – this is your complete account number. Your account number can be up to 17 digits. Please include leading zeros.
3. ACH Routing Transit Number – Automated Clearing House routing number, use this number for your Routing Transit Number (RTN) if you bank with **SunTrust Bank**.
4. Check number – This information is not necessary - do not provide

Section IV - Socio-Economic Information – Check the boxes for each category, if applicable: type of business, small disadvantaged business program, HUBZone program, emerging small business, women-owned business, other preference programs, Veteran owned status and size of business. Detailed information related to Small Business programs can be found at <http://www.sba.gov/>.

Section V - Certification of Data By Payee/Company – Print or type the name, title/position and phone number of the Authorized official. The Authorized official must sign and date the form.

RESOLUTION NO.: 17 - 2017

OF

JANUARY 9, 2017

**A RESOLUTION AUTHORIZING THE CITY MANAGER
TO ENTER INTO A LEASE AMENDMENT WITH
REPRESENTATIVE SEAN PATRICK MALONEY
FOR A PORTION OF THE SECOND FLOOR OF 123 GRAND STREET
FOR A TERM OF TWO YEARS IN THE AMOUNT OF \$2,000.00 PER MONTH**

WHEREAS, by Resolution No. 12-2013 of January 14, 2013, the City Council of the City of Newburgh authorized the City Manager to execute a lease agreement with Representative Sean Patrick Maloney Committee for a portion of the second floor of 123 Grand Street; and

WHEREAS, by Resolution No. 6-2015 of January 12, 2015, the City Council of the City of Newburgh authorized the City Manager to execute a renewal lease agreement with Representative Sean Patrick Maloney for a portion of the second floor of 123 Grand Street; and

WHEREAS, Representative Sean Patrick Maloney has expressed an interest in renewing said lease to continue the use of said premises as a Congressional District Office; and

WHEREAS, the renewal term of the lease shall be two years and the rent shall be two thousand (\$2,000.00) per month as set forth in the amendment of lease, a copy of which is annexed hereto and made a part of this resolution; and

WHEREAS, this Council has reviewed such lease and finds that entering into the same would be in the best interests of the City of Newburgh and the community alike;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to execute the attached lease amendment agreement with Representative Sean Patrick Maloney for a portion of the second floor of 123 Grand Street on the terms and conditions contained in the subject lease.

I, Debra 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 9, 2017
and that it is a true and correct copy of such original.
Witness my hand and seal of the City of
Newburgh this 10 day of Jan, 2017.
Debra Vitek
City Clerk

District Office Lease Amendment – Instructions

NO LEASE AMENDMENT OR ATTACHMENT CAN BE SIGNED BEFORE THEY HAVE BEEN APPROVED BY THE ADMINISTRATIVE COUNSEL.

The term for a District Office Lease Amendment for the 115th Congress may not commence prior to January 3, 2017.

Members should endeavor to lease space through the last day of a congressional term rather than the last day of a calendar year. For the 115th Congress, leases should end on January 2, 2019, not December 31, 2018.

- A. Section 1 has three blank lines to be filled in:
 - 1. the term of the previous lease that is being amended or extended;
 - 2. street address of office being leased; and
 - 3. city, state and ZIP where office is being leased.
- B. Section 2 requires the new ending date (if the lease is going to be extended), which must be on or before January 2, 2019. If the lease is not going to be extended, write "N/A" in the space provided.
- C. Section 3 requires the monthly rent amount for the extended term, and if any other provision is changed, the blank space beneath Section 3 is provided for any changes or additions. If there are no other changes to your existing lease write "NONE" in the space provided.
- D. **The Member/Member-Elect is required to personally sign the documents.**
- E. A District Office Lease Attachment for the 115th Congress must accompany this District Office Lease Amendment ("Amendment").
- F. **Prior to either party signing an Amendment, the Member/Member-Elect must submit the proposed Amendment, accompanied by a copy of the District Office Lease Attachment for the 115th Congress, to the Administrative Counsel for review and approval. If the proposed terms and conditions of the Amendment are determined to be in compliance with applicable law and House Rules and Regulations, the Administrative Counsel will notify the Member/Member-Elect that (s)he may proceed with the signing of the Amendment. Please submit the proposed Amendment and District Office Lease Attachment either by e-mail in PDF form (leases@mail.house.gov) or fax (202-225-6999).**
- G. Once signed by both parties, the Amendment and District Office Lease Attachment must be submitted to the Administrative Counsel for final approval. They may be sent by email in PDF form or faxed to 202-225-6999.
- H. If approved, Administrative Counsel will send them to Finance so that payment can begin. If there are errors, you will be contacted and required to correct them before the Amendment is approved.
- I. If you have any additional questions about District Office Leases, please contact the Office of the Administrative Counsel by e-mail (leases@mail.house.gov).

U.S. House of Representatives

Washington, D.C. 20515

District Office Lease Amendment

(Page 1 of 2 – 115th Congress)

1. **Prior Lease Term.** The undersigned Landlord ("Lessor") and Member of the U. S. House of Representatives ("Lessee") agree that they previously entered into a District Office Lease ("Lease") (along with the District Office Lease Attachment), which covered the period from 1/3/2015 to 1/2/2017 for the lease of office space located at 123 Grand Street, 2nd Floor in the city, state and ZIP of Newburgh, NY 12550.
2. **Extended Term.** If applicable, the above referenced Lease is extended through and including January 2, 2019. (This District Office Lease Amendment ("Amendment") may not provide for an extension beyond January 2, 2019, which is the end of the constitutional term of the 115th Congress.)
3. **Rent and Any Other Changes.** The monthly rent for the extended term of the Lease shall now be \$2,000.00. All other provisions of the existing Lease shall remain unchanged and in full effect, except for the following additional terms, which are modified as indicated in the space below [If no additional terms are to be modified, write the word "NONE" below].

NONE
4. **District Office Lease Attachment for 115th Congress.** This Amendment shall have no force and effect unless and until accompanied by an executed District Office Lease Attachment for the 115th Congress and the District Office Lease Attachment for the 115th Congress attached hereto supersedes and replaces any prior District Office Lease Attachment.
5. **Counterparts.** This Amendment may be executed in any number of counterparts and by facsimile copy, each of which shall be deemed to be an original but all of which together shall be deemed to be one and the same instrument.
6. **Section Headings.** The section headings of this Amendment are for convenience of reference only and shall not be deemed to limit or affect any of the provisions hereof.

[Signature page follows.]

U.S. House of Representatives
Washington, D.C. 20515
District Office Lease Amendment
(Page 2 of 2 – 115th Congress)

IN WITNESS WHEREOF, the parties have duly executed this District Office Lease Amendment as of the later date written below by the Lessor or the Lessee.

City of Newburgh

Sean Patrick Maloney

Print Name of Lessor/Landlord/Company

Print Name of Lessee

By: _____

Lessor Signature

Name: Michael G. Ciarravino

Title: City Manager

per RES # 17-2017

1/11/17

Date

Lessee Signature

1/17/17

Date

*This District Office Lease Amendment must be accompanied with an executed
District Office Lease Attachment.*

District Office Lease Attachment- Instructions

The District Office Lease Attachment must accompany *every* Lease or District Office Lease Amendment that is submitted for a Member/Member-Elect's District Office.

NO LEASE, AMENDMENT OR ATTACHMENT CAN BE SIGNED BEFORE THEY HAVE BEEN APPROVED BY THE ADMINISTRATIVE COUNSEL.

The term of a District Office Lease or Amendment for the 115th Congress may not commence prior to January 3, 2017.

Members should endeavor to lease space through the last day of a congressional term rather than the last day of a calendar year. For the 115th Congress, leases should end on January 2, 2019, not December 31, 2018.

A few things to keep in mind:

- A. The Member/Member-Elect is required to personally sign the documents.
- B. The Member/Member-Elect must indicate in Section A ("Lease Amenities") of the Attachment whether the proposed leased space will serve as a flagship district office.
- C. The Lessor must complete the amenities checklist in Section A ("Lease Amenities"), unless the checkbox at the top of the amenities checklist is marked to indicate that amenities are listed elsewhere in the Lease.
- D. Broadband/cable availability can be confirmed by visiting www.broadbandmap.gov and entering the address of the proposed leased space.
- E. Section B ("Additional Terms and Conditions") of the Attachment **SHALL NOT** have any provisions deleted or changed.
- F. Even if rent is zero, an Attachment is still required.
- G. Prior to either party signing a Lease or Amendment, the Member/Member-Elect must submit the proposed Lease or Amendment, accompanied by a copy of the Attachment, to the Administrative Counsel for review and approval. If the Administrative Counsel determines that the proposed terms and conditions of the Lease or Amendment are in compliance with applicable law and House Rules and Regulations, the Administrative Counsel will notify the Member/Member-Elect that (s)he may proceed with the execution of the Lease or Amendment. Please submit the proposed Lease or Amendment and Attachment either by e-mail in PDF form (leases@mail.house.gov) or by fax (202-225-6999).
- H. Once signed by both parties, the Lease or Amendment and the Attachment must be submitted to the Administrative Counsel for final approval. The Attachment should be submitted at the same time the Lease or Amendment is sent to the Administrative Counsel. They may be sent by email in PDF form or faxed to (202-225-6999).
- I. Without a properly signed and submitted Attachment, the Lease or Amendment cannot be approved and payments will not be made. The parties agree that any charges for default, early termination or cancellation of the Lease or Amendment which result from actions taken by or on behalf of the Lessee shall be the sole responsibility of the Lessee, and are not reimbursable from the Member's Representational Allowance.
- J. Lessor shall provide a copy of any assignment, estoppel certificate, notice of a bankruptcy or foreclosure, or notice of a sale or transfer of the leased premises to the Administrative Counsel by e-mail in PDF form (leases@mail.house.gov).

U.S. House of Representatives
Washington, D.C. 20515

District Office Lease Attachment

(Page 1 of 5 – 115th Congress)

SECTION A
(Lease Amenities)

Section A designates whether the leased space will be the Member/Member-Elect's flagship (primary) office and sets forth the amenities provided by the Lessor to be included in the Lease. Except as noted below, the amenities listed are not required for all district offices.

To be completed by the Member/Member-elect:

- ☐ The leased space will serve as my flagship (primary) District Office.
☐ The leased space will NOT serve as my flagship (primary) District Office.

To be completed by the Lessor:

- ☐ Amenities are separately listed elsewhere in the Lease.
(The below checklist can be left blank if the above box is checked.)

The Lease includes (please check and complete all that apply):
(Items marked with an asterisk and in bold are required for all flagship offices of Freshman Members of the 115th Congress.)

- ☒ * **Broadband and/or Cable Access to the Leased Space (e.g. Comcast, Cox, Verizon, etc.).**
(Verify broadband access by entering the address of the leased space at www.broadbandmap.gov)
- ☒ * **Interior Wiring CAT 5e or Better within Leased Space.**
- ☐ Lockable Space for Networking Equipment.
- ☒ Telephone Service Available.
- ☒ Parking. ☒ Assigned Parking Spaces
 ☐ Unassigned Parking Spaces
 ☒ General Off-Street Parking on an As-Available Basis
- ☒ Utilities. Includes: water, sewer and electricity
- ☒ Janitorial Services. Frequency: 1x per week - common area including kitchen
- ☒ Trash Removal. Frequency: 1x per week - common area including kitchen
- ☐ Carpet Cleaning. Frequency: _____
- ☐ Window Washing. ☐ Window Treatments.
- ☐ Tenant Alterations Included In Rental Rate.
- ☒ After Hours Building Access.
- ☐ Office Furnishings. Includes: _____
- ☐ Cable TV Accessible. If checked, Included in Rental Rate: ☐ Yes ☐ No
- ☒ Building Manager. ☐ Onsite ☒ On Call Contact Name: George Garrison
 Phone Number: 845-565-3297 Email Address: ggarrison@cityofnewburgh-ny.gov

Send completed forms to: Administrative Counsel, 217 Ford House Office Building, Washington, D.C. 20515.
Copies may also be faxed to 202-225-6999.

Print Form

Save Form

Clear Page

District Office Lease Attachment

(Page 2 of 5 – 115th Congress)

SECTION B **(Additional Terms and Conditions)**

1. **Incorporated District Office Lease Attachment.** Lessor (Landlord) and Lessee (Member/Member-Elect of the U.S. House of Representatives) agree that this District Office Lease Attachment ("Attachment") is incorporated into and made part of the Lease ("Lease") and, if applicable, District Office Lease Amendment ("Amendment") to which it is attached.
2. **Performance.** Lessor expressly acknowledges that neither the U.S. House of Representatives (the "House") nor its Officers are liable for the performance of the Lease. Lessor further expressly acknowledges that payments made by the Chief Administrative Officer of the House (the "CAO") to Lessor to satisfy Lessee's rent obligations under the Lease – which payments are made solely on behalf of Lessee in support of his/her official and representational duties as a Member of the House – shall create no legal obligation or liability on the part of the CAO or the House whatsoever. Lessee shall be solely responsible for the performance of the Lease and Lessor expressly agrees to look solely to Lessee for such performance.
3. **Modifications.** Any amendment to the Lease must be in writing and signed by the Lessor and Lessee. Lessor and Lessee also understand and acknowledge that the Administrative Counsel for the CAO ("Administrative Counsel") must review and give approval of any amendment to the Lease prior to its execution.
4. **Compliance with House Rules and Regulations.** Lessor and Lessee understand and acknowledge that the Lease shall not be valid, and the CAO will not authorize the disbursement of funds to the Lessor, until the Administrative Counsel has reviewed the Lease to determine that it complies with the Rules of the House and the Regulations of the Committee on House Administration, and approved the Lease by signing the last page of this Attachment.
5. **Payments.** The Lease is a fixed term lease with monthly installments for which payment is due in arrears on or before the end of each calendar month. In the event of a payment dispute, Lessor agrees to contact the Office of Finance of the House at 202-225-7474 to attempt to resolve the dispute before contacting Lessee.
6. **Void Provisions.** Any provision in the Lease purporting to require the payment of a security deposit shall have no force or effect. Furthermore, any provision in the Lease purporting to vary the dollar amount of the rent specified in the Lease by any cost of living clause, operating expense clause, pro rata expense clause, escalation clause, or any other adjustment or measure during the term of the Lease shall have no force or effect.
7. **Certain Charges.** The parties agree that any charge for default, early termination or cancellation of the Lease which results from actions taken by or on behalf of the Lessee shall be the sole responsibility of the Lessee, and shall not be paid by the CAO on behalf of the Lessee.
8. **Death, Resignation or Removal.** In the event Lessee dies, resigns or is removed from office during the term of the Lease, the Clerk of the House may, at his or her sole option, either: (a)

<i>Send completed forms to: Administrative Counsel, 217 Ford House Office Building, Washington, D.C. 20515. Copies may also be faxed to 202-225-6999.</i>
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District Office Lease Attachment

(Page 3 of 5 – 115th Congress)

terminate the Lease by giving thirty (30) days' prior written notice to Lessor; or (b) assume the obligation of the Lease and continue to occupy the premises for a period not to exceed sixty (60) days following the certification of the election of the Lessee's successor. In the event the Clerk elects to terminate the Lease, the commencement date of such thirty (30) day termination notice shall be the date such notice is delivered to the Lessor or, if mailed, the date on which such notice is postmarked.

9. **Term.** The term of the Lease may not exceed the constitutional term of the Congress to which the Lessee has been elected. The Lease may be signed by the Member-Elect before taking office. Should the Member-Elect not take office to serve as a Member of the 115th Congress, the Lease will be considered null and void.
10. **Early Termination.** If either Lessor or Lessee terminates the Lease under the terms of the Lease, the terminating party agrees to promptly file a copy of any termination notice with the Office of Finance, U.S. House of Representatives, O'Neill Federal Building, Suite 3220, Attn: Levi Matthews, Washington, D.C. 20515, and with the Administrative Counsel by e-mail at leases@mail.house.gov.
11. **Assignments.** Lessor shall not have the right to assign (by operation of law or otherwise) any of its rights, interests and obligations under the Lease, in whole or in part, without providing thirty (30) days prior written notice to Lessee, and any such purported assignment without such notice shall be void. Lessor shall promptly file a copy of any such assignment notice with the Administrative Counsel by e-mail at leases@mail.house.gov.
12. **Sale or Transfer of Leased Premises.** Lessor shall provide thirty (30) days prior written notice to Lessee in the event (a) of any sale to a third party of any part of the leased premises, or (b) Lessor transfers or otherwise disposes of any of the leased premises, and provide documentation evidencing such sale or transfer in such notice. Lessor shall promptly file a copy of any such sale or transfer notice with the Administrative Counsel by e-mail at leases@mail.house.gov.
13. **Bankruptcy and Foreclosure.** In the event (a) Lessor is placed in bankruptcy proceedings (whether voluntarily or involuntarily), (b) the leased premises is foreclosed upon, or (c) of any similar occurrence, Lessor agrees to promptly notify Lessee in writing. Lessor shall promptly file a copy of any such notice with the Office of Finance, U.S. House of Representatives, O'Neill Federal Building, Suite 3220, Attn: Levi Matthews, Washington, D.C. 20515, and with the Administrative Counsel by e-mail at leases@mail.house.gov.
14. **Estoppel Certificates.** Lessee agrees to sign an estoppel certificate relating to the leased premises (usually used in instances when the Lessor is selling or refinancing the building) upon the request of the Lessor. Such an estoppel certificate shall require the review of the Administrative Counsel, prior to Lessee signing the estoppel certificate. Lessor shall promptly provide a copy of any such estoppel certificate to the Administrative Counsel by e-mail at leases@mail.house.gov.

District Office Lease Attachment

(Page 4 of 5 – 115th Congress)

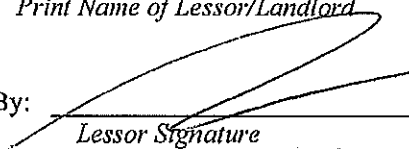
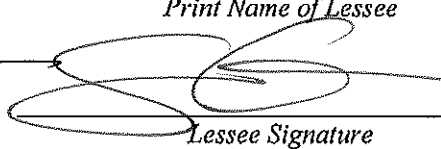
15. **Maintenance of Common Areas.** Lessor agrees to maintain in good order, at its sole expense, all public and common areas of the building including, but not limited to, all sidewalks, parking areas, lobbies, elevators, escalators, entryways, exits, alleys and other like areas.
16. **Maintenance of Structural Components.** Lessor also agrees to maintain in good order, repair or replace as needed, at its sole expense, all structural and other components of the premises including, but not limited to, roofs, ceilings, walls (interior and exterior), floors, windows, doors, foundations, fixtures, and all mechanical, plumbing, electrical and air conditioning/heating systems or equipment (including window air conditioning units provided by the Lessor) serving the premises.
17. **Lessor Liability for Failure to Maintain.** Lessor shall be liable for any damage, either to persons or property, sustained by Lessee or any of his or her employees or guests, caused by Lessor's failure to fulfill its obligations under Sections 15 and 16.
18. **Initial Alterations.** Lessor shall make any initial alterations to the leased premises, as requested by Lessee and subject to Lessor's consent, which shall not be unreasonably withheld. The cost of such initial alterations shall be included in the annual rental rate.
19. **Federal Tort Claims Act.** Lessor agrees that the Federal Tort Claims Act, 28 U.S.C. §§ 2671-80, satisfies any and all obligations on the part of the Lessee to purchase private liability insurance. Lessee shall not be required to provide any certificates of insurance to Lessor.
20. **Limitation of Liability.** Lessor agrees that neither Lessee nor the House nor any of the House's officers or employees will indemnify or hold harmless Lessor against any liability of Lessor to any third party that may arise during or as a result of the Lease or Lessee's tenancy.
21. **Compliance with Laws.** Lessor shall be solely responsible for complying with all applicable permitting and zoning ordinances or requirements, and with all local and state building codes, safety codes and handicap accessibility codes (including the Americans with Disabilities Act), both in the common areas of the building and the leased space of the Lessee.
22. **Electronic Funds Transfer.** Lessor agrees to accept monthly rent payments by Electronic Funds Transfer and agrees to provide the Office of Finance, U.S. House of Representatives, with all banking information necessary to facilitate such payments.
23. **Refunds.** Lessor shall promptly refund to the CAO, without formal demand, any payment made to the Lessor by the CAO for any period for which rent is not owed because the Lease has ended or been terminated.
24. **Conflict.** Should any provision of this Attachment be inconsistent with any provision of the attached Lease or attached Amendment, the provisions of this Attachment shall control, and those inconsistent provisions of the Lease or the Amendment shall have no force and effect to the extent of such inconsistency.

District Office Lease Attachment

(Page 5 of 5 – 115th Congress)

25. **Construction.** Unless the clear meaning requires otherwise, words of feminine, masculine or neuter gender include all other genders and, wherever appropriate, words in the singular include the plural and vice versa.
26. **Fair Market Value.** The Lease or Amendment is entered into at fair market value as the result of a bona fide, arms-length, marketplace transaction. The Lessor and Lessee certify that the parties are not relatives nor have had, or continue to have, a professional or legal relationship (except as a landlord and tenant).
27. **District Certification.** The Lessee certifies that the office space that is the subject of the Lease is located within the district the Lessee was elected to represent unless otherwise authorized by Regulations of the Committee on House Administration.
28. **Counterparts.** This Attachment may be executed in any number of counterparts and by facsimile copy, each of which shall be deemed to be an original but all of which together shall be deemed to be one and the same instrument.
29. **Section Headings.** The section headings of this Attachment are for convenience of reference only and shall not be deemed to limit or affect any of the provisions hereof.

IN WITNESS WHEREOF, the parties have duly executed this District Office Lease Attachment as of the later date written below by the Lessor or the Lessee.

City of Newburgh	Sean Patrick Maloney
Print Name of Lessor/Landlord	Print Name of Lessee
	
By: _____	_____
Lessor Signature	Lessee Signature
Name: Michael A. Ciaravino	
Title: City Manager	
per Res # 17-2017	
1/11/17	1/17/17
Date	Date

From the Member's Office, who is the point of contact for questions?			
Name _____	Phone (____) _____	E-mail _____	@mail.house.gov

This District Office Lease Attachment and the attached Lease or Amendment have been reviewed and are approved, pursuant to Regulations of the Committee on House Administration.

Signed _____ Date _____, 20____
(Administrative Counsel)

Send completed forms to: Administrative Counsel, 217 Ford House Office Building, Washington, D.C. 20515. Copies may also be faxed to 202-225-6999.

RESOLUTION NO.: 32 - 2019

OF

FEBRUARY 11, 2019

**RESOLUTION SCHEDULING A PUBLIC HEARING FOR FEBRUARY 25, 2019
TO HEAR PUBLIC COMMENT CONCERNING AMENDING CHAPTER 276
ENTITLED “TOBACCO” OF THE CODE OF ORDINANCES
OF THE CITY OF NEWBURGH
TO ADD ARTICLE II ENTITLED “SMOKING, OUTDOOR”**

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that there is hereby scheduled a public hearing to receive comments concerning “A Local Law Amending Chapter 276 entitled ‘Tobacco’ and to add Article II entitled ‘Smoking, Outdoor’ to the Code of Ordinances of the City of Newburgh”; and that such public hearing be and hereby is duly set for the next regular meeting of the Council to be held at 7:00 p.m. on the 25th day of February, 2019, in the 3rd Floor Council Chambers, 83 Broadway, City Hall, Newburgh, New York.

LOCAL LAW NO.: _____ - 2019

OF

_____, 2019

**A LOCAL LAW AMENDING CHAPTER 276 ENTITLED “TOBACCO”
OF THE CODE OF ORDINANCES OF THE CITY OF NEWBURGH
TO ADD ARTICLE II ENTITLED “SMOKING, OUTDOOR”**

BE IT ENACTED, by the Council of the City of Newburgh, New York that Chapter 276 “Tobacco” be and is hereby amended to add Article II, “Smoking, Outdoor” as follows:

SECTION 1 - TITLE

This Local Law shall be referred to as “A Local Law Amending Chapter 276 entitled ‘Tobacco’ and to add Article II entitled ‘Smoking, Outdoor’ to the Code of Ordinances of the City of Newburgh”.

SECTION 2 - PURPOSE AND INTENT

The primary purpose of this Article is to reduce the proximate exposure of the public, especially children, to the hazards and annoyance of secondhand tobacco smoke and e-cigarettes. This legislation is intended to reduce litter and possible contamination from discarded cigarette butts in public places and to reduce the likelihood that young persons will initiate tobacco use and vaping by reducing the incidence of public smoking in places where young persons are likely to be present.

SECTION 3 - AMENDMENT

The Code of Ordinances of the City of Newburgh is hereby amended to add new Article II entitled “Smoking, Outdoor” to Chapter 276 entitled “Tobacco” to read as follows:

ARTICLE II. SMOKING, OUTDOOR

§ 280-1. Legislative authority.

- A. Pursuant to the New York State Constitution, the City Council of the City of Newburgh may adopt and amend laws pertaining to the protection, conduct, safety, health and well-being of the persons and property in the City.
- B. The Clean Indoor Air Act, adopted by the New York State Legislature as Public Health Law, Article 13-E, §1399-n et seq., addresses indoor smoking only and specifically provides that “nothing herein shall be construed to restrict the right of any county, city, town, or village

to adopt and enforce additional local law, ordinances or regulations which comply with at least the minimum applicable standards set forth in this article.”

§ 280-2. Definitions.

As used in this Chapter, the following terms shall have the meanings indicated:

CHILDREN means persons under the age of 18 years.

CITY-OWNED BUILDING means any structure owned by the City of Newburgh, except for any vacant structure not used for municipal purposes and any such structure that is subject to a written lease to another party, provided such lease was entered into prior to the effective date of this chapter and provided such lease does not give the City the authority to regulate outdoor smoking on the leased premises.

E-CIGARETTE means any electronic device composed of a mouthpiece, heating element, battery and electronic circuits that provides a vapor of liquid nicotine, and/or other substances mixed with propylene glycol to the user as he or she simulates smoking. This term shall include such devices whether they are manufactured as e-cigarettes, e-cigars, e-pipes or under any other product name.

ENTRANCE means the location by which persons may enter a building, typically consisting of a door or doorway, which may be associated with a stoop or steps and/or a ramp and for the purposes of this chapter, "entrance" includes the stoop, steps or ramp leading from the sidewalk or pavement to such a door or doorway.

EXIT means the location by which persons may leave a building, typically consisting of a door or doorway, which may be associated with a stoop or steps and/or a ramp and for the purposes of this chapter, "exit" includes the stoop, steps or ramp leading from the sidewalk or pavement to such a door or doorway.

FACILITY means the structures and activity areas, which may be partially enclosed or unenclosed, associated with an operation (which operation may be governmental, recreational, educational, commercial or of another type).

MASS TRANSIT SHELTER means a structure that has a roof and intended for use by persons waiting for a bus or other mass transit vehicle.

MOBILE VENDING means an activity consisting of the offering of goods and/or services for sale from a nonpermanent base of operations, including but not necessarily limited to a cart, kiosk, table or vehicle.

OUTDOOR DINING means an activity consisting of the provision of facilities that are available to members of the public (with or without payment) for eating and/or drinking in an area that is not fully enclosed by a permanent structure (walls, roof, etc.).

OUTDOOR RECREATION AREA means an area that is not fully enclosed and that is designated for recreational purposes or activities.

PAVILION means a structure that is at least partially unenclosed (for example, with open sides) and that is intended for public use.

PERMIT means written permission for an activity proposed to be conducted on property of the City of Newburgh, including any conditions placed upon such permission, issued and signed by the appropriate regulatory authority of the City.

PLAYGROUND means an outdoor recreation area that is designed and intended for use by children and for the purposes of this chapter, a playground that is fenced or otherwise physically demarcated shall be deemed to include all of the area inside such fence or demarcation; a playground that is not fenced or otherwise demarcated shall be deemed to include all open space that is associated with or adjacent to it.

PLAYING FIELD means that portion of an outdoor recreation area that is set up and marked in some way for the playing of one or more specific games (such as baseball, football or soccer) and for the purposes of this chapter, a playing field that is fenced or the outside perimeter of which is otherwise physically demarcated shall be deemed to include all of the area inside such fence or demarcation, together with any bleachers or other, designated viewing area; a playing field that is not fenced or otherwise demarcated (as to its outside perimeter) shall be deemed to include all of the area customarily required for playing the game for which it is being used, together with any bleachers or other designated viewing area.

SMOKE means the emission produced by the burning of a tobacco product or tobacco-related product or the heating of an e-cigarette which creates a vapor.

SMOKING means the burning of a tobacco product or tobacco-related product or the heating or ignition of an e-cigarette which creates a vapor.

TOBACCO PRODUCT or TOBACCO-RELATED PRODUCT means any manufactured product containing tobacco or nicotine, including but not limited to cigarettes, cigars, pipe tobacco, snuff, chewing tobacco, dipping tobacco, bidis, snus, shisha, powdered and/or dissolvable tobacco products, liquid nicotine and electronic cigarette cartridges, whether packaged or not; any packaging that indicates it might contain any substance containing tobacco or nicotine; or any object utilized for the purpose of smoking or inhaling tobacco or nicotine products. However, "Tobacco Product" or "Tobacco-Related Product" does not include any product that has been approved by the U.S. Food and Drug Administration, pursuant to its authority over drugs and devices, for sale as a tobacco use cessation product or for other medical purposes and is being marketed and sold solely for that approved purpose.

§ 280-3. Outdoor smoking prohibited in certain public places.

Smoking shall not be permitted and no person shall smoke in the following outdoor areas:

A. Smoking shall be prohibited in the following City parks:

Downing Park (the area between and bounded on the north by South Street; on the east by Dubois Street; on the south by Third Street and on the west by Robinson Avenue; as shown on the Tax Map of the City of Newburgh as Section 17, Block 9, Lot 1 and Section 17, Block 10, Lot 1)

Delano-Hitch Recreation Park, including the Activity Center, Stadium, Skateboard Park, Aquatic Center and Athletic Fields, (the area between and bounded on the north by Washington Street; on the east by Robinson Avenue; on the south by South William Street and on the west by Lake Street; as shown on the Tax Map of the City of Newburgh as Section 34, Block 4, Lot 1.22)

Newburgh Landing Park (the area between and bounded on the north by Fourth Street, on the west by Front Street, on the east by the Hudson River and on the south by Third Street)

Clinton Square Park (the area between and bounded on the south by Third Street, on the east by Bush Avenue, on the north by Bush Avenue and on the west by Fullerton Avenue)

Ward Brothers Memorial Rowing Park (the area beginning at the intersection of Renwick Street and River Street, along the former line of the Newburgh-New Windsor Turnpike, along the westerly boundary of the Wastewater Treatment Plant property, as shown on the Tax Map of the City of Newburgh as Section 49, Block 1, Lot 5.1)

Hasbrouck Street Park (10-14 Hasbrouck Street, as shown on the Tax Map of the City of Newburgh as Section 38, Block 3, Lot 35.1)

Tyrone H. Crabb Memorial Park (Grand Street and South Street, as shown on the Tax Map of the City of Newburgh as Section 12, Block 2, Lot 6)

Audrey L. Carey Family Park (Liberty Street, as shown on the Tax Map of the City of Newburgh as Section 18, Block 8, Lot 1.2)

B. Smoking shall be prohibited in the following outdoor recreation areas:

Lily Street Tennis Courts (Lily Street, as shown on the Tax Map of the City of Newburgh as Section 16, Block 2, Lot 1)

Gidney Avenue Basketball Court (Gidney Avenue, as shown on the Tax Map of the City of Newburgh as Section 11, Block 4, Lot 34.1)

Washington Street Boat Launching Ramp (foot of Washington Street)

Frank Masterson Recreation Area

- C. Smoking shall be prohibited in other areas or at events where persons cannot readily escape nearby second-hand smoke, as follows:
1. Within any outdoor dining area, whether covered or not, located on City-owned property as follows:
 - a. Within any seating area for outdoor dining and/or drinking associated with a bar or restaurant that is on City property and subject to a City license and that is in use for that purpose; and
 - b. Within any seating area for outdoor dining and/or drinking, established or maintained by the City or its agent, that is in use for that purpose.
 2. On any public property that is within 25 feet of the area occupied by a mobile vending cart or other mobile vendor operating on City-owned or City-leased property.
 3. At outdoor events on City-owned property, as follows:
 - a. Within the outdoor seating and viewing areas for open-air concerts, dances, parades, other performances, lectures, motion-picture or video presentations or similar open-air presentations for which a permit from the City is required and when in use for that purpose.
 - b. Within the outdoor seating and viewing areas associated with unenclosed or partially enclosed sports areas or similar open-air recreational facilities.
 - c. During outdoor festivals, block parties and similar events on public property, for which a permit from the City is required, that will involve the concentration of persons in small or constrained spaces. For such an event, smoking is prohibited within the area covered by the City permit, except within a designated smoking area as described in subsection C(3)(d), below.
 - d. If the sponsor of an outdoor event (per subsection C(3)(a), (b) or (c) above) wishes to allow smoking at the event, the sponsor must propose and request from the City a designated smoking area associated with the event, which must be so marked, may not be in a permanently smoke-free area and would result in little or no direct exposure of nonsmokers to second-hand smoke; if no such exception is requested and granted, the event must be entirely smoke free.
 4. Any licensee or permit holder for an outdoor dining area, vending or outdoor event on City-owned property shall be required to inform members of the public of applicable restrictions on outdoor smoking (for example, through signs posted on a mobile vending cart, at the perimeter of an outdoor dining area or outdoor event and/or in the publicity for an event).

D. Smoking shall be prohibited in certain other areas, as follows:

1. Outside City-owned buildings, as follows: at all times, on any public property within 25 feet of any entrance or exit or window or ventilation intake for any building owned by the City of Newburgh.
2. Inside, or on any public property within 25 feet of, any mass transit shelter.
3. At facilities leased or licensed to others, as follows:
 - a. Whenever the City is negotiating a new or renewed lease or license for use of City land or buildings, the City shall include in such lease or license a provision that will apply outdoor smoking rules comparable to those for other, comparable City property (as set forth herein)
 - b. As for existing leases, where this chapter would not apply automatically, the City shall ask such lessees to agree (voluntarily) to operate the outdoor areas of the leased premises in a manner that is consistent with City regulation of smoking in comparable outdoor areas.

§ 280-4. Penalties for offenses.

Any person found to be in violation of any provision of this Article by smoking in an area where outdoor smoking is hereby prohibited shall be guilty, upon conviction, of an offense punishable by a fine of not less than \$50.00 for the first violation; not more than \$100.00 for a second violation; and not more than \$250.00 for the third and each subsequent violation. Each day on which a violation occurs shall be considered a separate and distinct violation.

§ 280-5. Severability

The provisions of this Local Law are declared to be severable, and if any section or subsection of this Article is held to be invalid, such invalidity shall not affect the other provisions of this Article that can be given effect without the invalidated provision.

SECTION 4 - VALIDITY

The invalidity of any provision of this Local Law shall not affect the validity of any other provision of this Local Law that can be given effect without such invalid provision.

SECTION 5 - EFFECTIVE DATE

This Local Law shall be effective on _____, 2019 and upon the filing in the Office of the New York State Secretary of State in accordance with the provisions of New York State Municipal Home Rule Law.

RESOLUTION NO.: 33 - 2019

OF

FEBRUARY 11, 2019

**A RESOLUTION AUTHORIZING THE INTERIM CITY MANAGER
TO EXECUTE A PAYMENT OF CLAIM
WITH DORIS VARGAS IN THE AMOUNT OF \$5,932.33**

WHEREAS, Doris Vargas brought a claim against the City of Newburgh; and

WHEREAS, the parties have reached an agreement for the payment of the claim in the amount of Five Thousand Nine Hundred Thirty-Two and 33/100 (\$5,932.33) 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 Doris Vargas in the total amount of Five Thousand Nine Hundred Thirty-Two and 33/100 (\$5,932.33) 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.: 34-2019

OF

FEBRUARY 11, 2019

A RESOLUTION APPROVING THE CONSENT JUDGMENT AND AUTHORIZING THE INTERIM CITY MANAGER TO SIGN SUCH CONSENT JUDGMENT IN CONNECTION WITH THE TAX CERTIORARI PROCEEDING AGAINST THE CITY OF NEWBURGH IN THE ORANGE COUNTY SUPREME COURT BEARING ORANGE COUNTY INDEX NO. EF007475-2018 INVOLVING SECTION 34, BLOCK 3, LOT 48 (N & N OF HUDSON VALLEY, LLC)

WHEREAS, N & N of Hudson Valley, LLC has commenced a tax certiorari proceeding against the City of Newburgh in the Supreme Court of the State of New York, County of Orange for the 2018-2019 tax assessment years bearing Orange County Index No. EF007475-2018; and

WHEREAS, it appears from the recommendation of the City Assessor, Joanne Majewski, and Kelly M. Naughton, Esq. of Burke, Miele, Golden & Naughton, LLP, Special Counsel for the City of Newburgh in the aforesaid proceeding, upon a thorough investigation of the claims that further proceedings and litigation by the City would involve considerable expense with the attendant uncertainty of the outcome, and that settlement of the above matter as more fully set forth below is reasonable and in the best interests of the City; and

WHEREAS, N & N of Hudson Valley, LLC is willing to settle this proceeding without interest, costs or disbursements, in the following manner:

That the real property of Petitioner described on the City of Newburgh tax roll for the tax year 2018-2019 as tax map number 34-3-48 be reduced to a market value of \$168,000.

NOW, THEREFORE BE IT RESOLVED, that the proposed settlement as set forth and described above, and the attached Consent Judgment is hereby accepted pursuant to the provisions of the General City Law and other related laws.

BE IT FURTHER RESOLVED, that Joseph P. Donat, Interim City Manager of the City of Newburgh; Joanne Majewski, Assessor of the City of Newburgh; Kelly M. Naughton, Esq. on behalf of Burke, Miele, Golden & Naughton, LLP, as Special Counsel, be and they hereby are designated as the persons for the City who shall apply for such approval pursuant to the aforesaid laws.

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF ORANGE

-----X
In the Matter of the Application of
N & N OF HUDSON VALLEY LLC,

Index No. EF007475-2018

Petitioner,

CONSENT JUDGMENT

-against-

CITY OF NEWBURGH, a Municipal Corporation, its
ASSESSOR, and its BOARD OF ASSESSMENT
REVIEW,

Respondents.
-----X

PRESENT: HON. CATHERINE M. BARTLETT

UPON THE CONSENT attached hereto duly executed by the attorneys for all the parties and by all the parties, it is

ORDERED, that the real property of Petitioner described on the City of Newburgh assessment rolls for the 2018 tax year as follows:

Tax Map No. 34-3-48

be reduced in market value from \$177,900.00 to a total market value of \$168,000.00, prior to the application of any real property tax exemptions, if any; and it is further,

ORDERED, that the Petitioners' real property taxes on said parcel above described for the 2018 School, County and City taxes be adjusted accordingly and that any overpayment by Petitioner for the 2018 tax year be refunded upon the entering of this Consent Judgment with the Orange County Clerk's Office; and it is further,

ORDERED, that the officer or officers having custody of the aforesaid City of Newburgh assessment rolls shall make or cause to be made upon the proper books and records

and upon the assessment roll of said City the entries, changes and corrections necessary to conform such reduced market value; and it is further,

ORDERED, that there shall be audited, allowed and refunded to the Petitioner by the City of Newburgh and/or the County Commissioner of Finance, as the case may be, the amount, if any, paid as City taxes and City Special District taxes against the original assessment in excess of what said taxes would have been if the market value had been determined as herein; and it is further,

ORDERED, that there shall be audited, allowed and refunded to the Petitioner by the City of Newburgh, the County of Orange, and/or the County Commissioner of Finance, as appropriate and/or required by statute, the amount, if any, paid as County taxes and County Special District taxes against the original assessment in excess of what said taxes would have been if the market value had been determined as herein; and it is further,

ORDERED, that there shall be audited, allowed and refunded to the Petitioner by the Newburgh City School District, the amount, if any, paid as School District taxes against the original assessment in excess of what said taxes would have been if the market value had been determined as herein; and it is further,

ORDERED, that all tax refunds hereinabove directed to be made by Respondents and/or any of the various taxing authorities be made by check or draft payable to the order of STENGER, ROBERTS, DAVIS & DIAMOND, LLP as attorneys for the Petitioner, who are to hold the proceeds as trust funds for appropriate distribution, and who are to remain subject to the further jurisdiction of this Court in regard to their attorney's lien, pursuant to Judiciary Law § 475; and it is further,

ORDERED, that the provisions of Real Property Tax Law § 727 shall be applicable to the 2019, 2020, and 2021 assessment years; and it is further,

ORDERED, that in the event that the refunds are made within sixty (60) days after service of the Order with notice of entry, there shall be no interest, otherwise, interest shall be paid in accordance with the applicable statute, and it is further;

ORDERED, that these proceedings are settled without costs or disbursements to either party as against the other.

Signed: February ____, 2019
Goshen, New York

ENTER:

HON. CATHERINE M. BARTLETT
SUPREME COURT JUSTICE

ON CONSENT:

HON. JOSEPH P. DONAT
Interim City Manager
Dated: _____

KAREN E. HAGSTROM, ESQ.
Stenger, Roberts, Davis & Diamond, LLP
Attorneys for the Petitioner
Dated: _____

HON. JOANNE MAJEWSKI
Assessor
Dated: _____

KELLY M. NAUGHTON, ESQ.
Burke, Miele, Golden & Naughton, LLP
Attorneys for Respondents
Dated: _____

RESOLUTION NO.: 16 - 2019

OF

JANUARY 28, 2019

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEWBURGH
TO OPPOSE THE
PROPOSED DANSKAMMER FRACKED GAS PLANT EXPANSION**

WHEREAS, Danskammer Energy, LLC, seeks a permit through the State's Article 10 power plant siting process to build and operate a gas power plant with a generating capacity of 525 - 575 megawatts on the shores of the Hudson River in the Town of Newburgh, adjacent to the City of Newburgh; and

WHEREAS, the current power plant located at the site operates only when electric generation demand reaches a peak so that it operates only about 5% of the time; and

WHEREAS, a new power plant would be planned to operate for decades to come as a year-round facility that would operate continuously for an estimated 60 - 70% of the time, burning far more fossil fuel and producing considerably more air pollution than the current plant; and

WHEREAS, gas-powered plants produce pollution that harms air quality locally and the public's health through release of contaminants including the chemical precursors that form smog; and

WHEREAS, children, the elderly and anyone with a pre-existing health conditions affecting their lungs, such as asthma or emphysema, is especially harmful; and

WHEREAS, air quality in the Hudson Valley already violates federal air quality standards on some days; and

WHEREAS, everyone has a right to clean air and a safe and healthy environment; and

WHEREAS, the City of Newburgh includes communities and census blocks that qualify as environmental justice communities under state law and therefore are entitled to extra protection to minimize additional harms through public policy decisions affecting their environmental quality; and

WHEREAS, climate change is causing sea level rise, extreme weather, massive forest fires, flooding and greater precipitation which necessitates shifting critical infrastructure from areas that will flood in the future such as the proposed location for this facility; and

WHEREAS, a large, new gas-powered plant operating at close to baseload capacity will produce millions of metric tons of climate-heating pollution that would fuel the growing climate crisis, contrary to the interests of the City of Newburgh and in contradiction to the State's Energy Plan and Clean Energy Standard of 50% renewable energy generation to be available on the electric grid by 2030, which Governor Cuomo more recently increased to 100% by 2040, as well as contrary to the strong advice of the world's scientists as relayed by the most recent report from the United Nations Intergovernmental Panel on Climate Change (UN IPCC); and

WHEREAS, New York State banned fracking to protect our health and protect the climate, but this facility would use fracked gas, which is especially dangerous to air and water quality of the communities outside of New York from which it is extracted, and the City of Newburgh does not seek increased harms on any community, including outside of New York State, and

WHEREAS, the Wall Street investors in this project, primarily the private equity firm Tiger Infrastructure and its backers, will enjoy profits from the facility but will not provide any benefits to the City or its residents, and

WHEREAS, under Article 10 of the State's Public Service Law, the State's Power Plan Siting Board, a majority of whose members are appointed by Governor Cuomo, will consider Danskammer Energy's application;

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Newburgh urges Governor Cuomo and the Power Plant Siting Board convened under Article 10 of the State Public Service Law to reject Danskammer Energy's proposal to build and operate this large, new polluting facility; and

BE IT FURTHER RESOLVED that the City Council of the City of Newburgh urges other nearby municipalities, Orange County, and other state-level elected officials including the City's representatives in the State Senate and Assembly to also oppose Danskammer Energy's proposal; and

BE IT FURTHER RESOLVED that the City Clerk of the City of Newburgh, New York forward copies of this resolution to Governor Andrew Cuomo, N.Y. Public Service Commission Chairman John B. Rhodes for entry into the record of public comments of the consideration under state law of Danskammer Energy's application, and to N.Y. Assembly Member Jonathan Jacobson, and N.Y. Senator James Skoufis; and

BE IT FURTHER RESOLVED that the City of Newburgh municipal government, including the City Manager and Corporation Counsel, shall take any and all actions necessary and proper to oppose the proposed application to expand the Danskammer Energy Facility.