

A regular meeting of the City Council of the City of Newburgh was held on Monday, September 9, 2019 at 7:00 PM in the third floor Council Chambers at City Hall, 83 Broadway, Newburgh, NY.

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

Mayor Harvey asked for a Moment of Silence followed by the Pledge of Allegiance.

Pledge of Allegiance/ Juramento a la Alianza

Roll Call/ Lista de Asistencia

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

COMMUNICATIONS

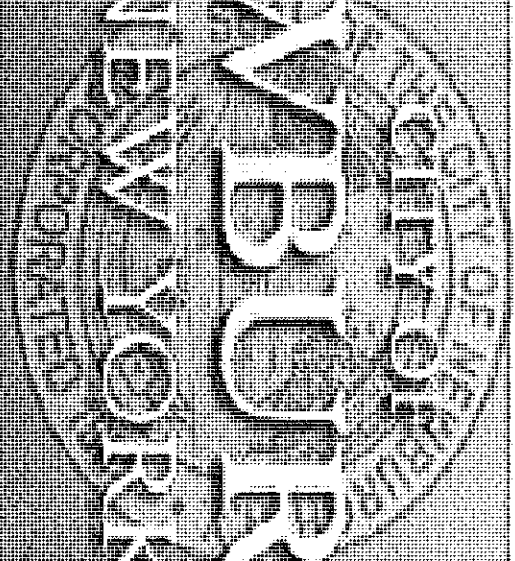
Approval of the Minutes of the City Council Meeting on August 12, 2019

Councilwoman Rayford moved and Councilman Grice seconded.

Ayes: Grice, Mejia, Monteverde, Rayford, Sklarz, Sofokles, Harvey - 7

Carried

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



NEWBURGH NEW YORK

CITY MANAGER'S UPDATE

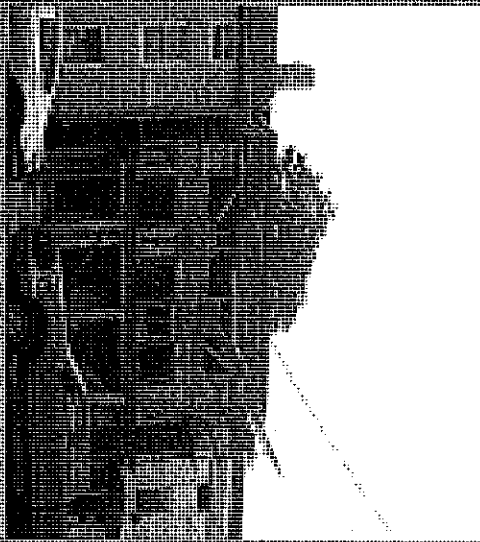
Newburgh City Council Meeting

Monday, September 9th



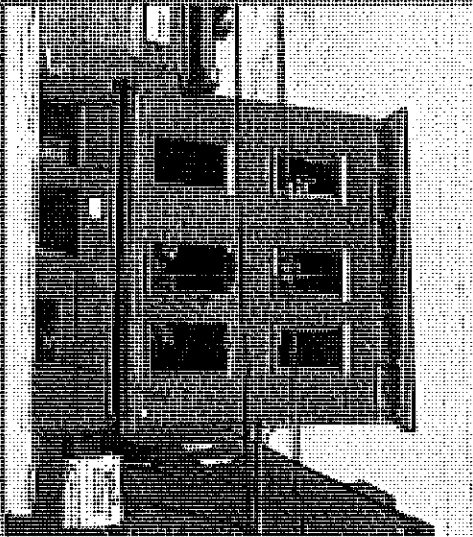
City of Newburgh Code Compliance

254 Liberty Street



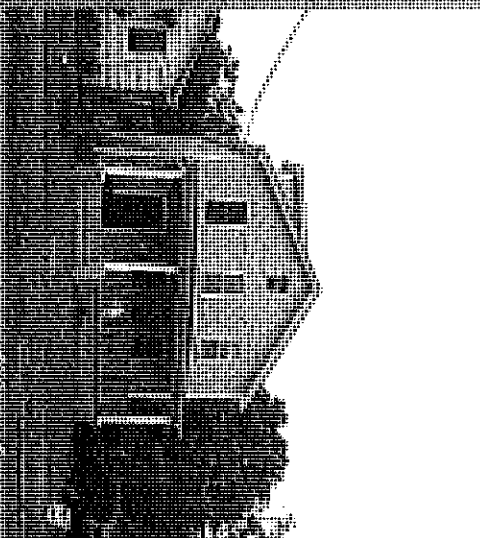
254 LIBERTY STREET
NEWBURGH, NY 12551
315.562.1234

104 William Street



104 WILLIAM STREET
NEWBURGH, NY 12551
315.562.1234

268 Carpenter Ave.



268 CARPENTER AVE
NEWBURGH, NY 12551
315.562.1234

Effective Code Enforcement can have a major impact on the community.
Together, we will support and enhance the quality of life.



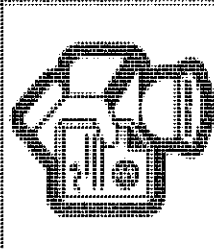
City of Newburgh Code Compliance



241 & 253 HIGHT STREET



FOR THE CITY OF NEWBURGH, NEW YORK
THE CODE COMPLIANCE DEPARTMENT
HAS REVIEWED THE RECORDS OF THE
BUILDING DEPARTMENT AND HAS
CONCLUDED THAT THE BUILDING IS IN
COMPLIANCE WITH THE CITY OF NEWBURGH
BUILDING DEPARTMENT RECORDS.



Permits - 1394

Inspections - 1920

Complaints - 1441

Violations - 1889

Compliance Certificates - 198

96 BROOKWAY



FOR THE CITY OF NEWBURGH, NEW YORK
THE CODE COMPLIANCE DEPARTMENT
HAS REVIEWED THE RECORDS OF THE
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BUILDING DEPARTMENT RECORDS.



Planning & Development

2001

- Review of the 2001 and 2002 City of New York
- Review of the 2001 and 2002 City of New York
- Review of the 2001 and 2002 City of New York
- Review of the 2001 and 2002 City of New York

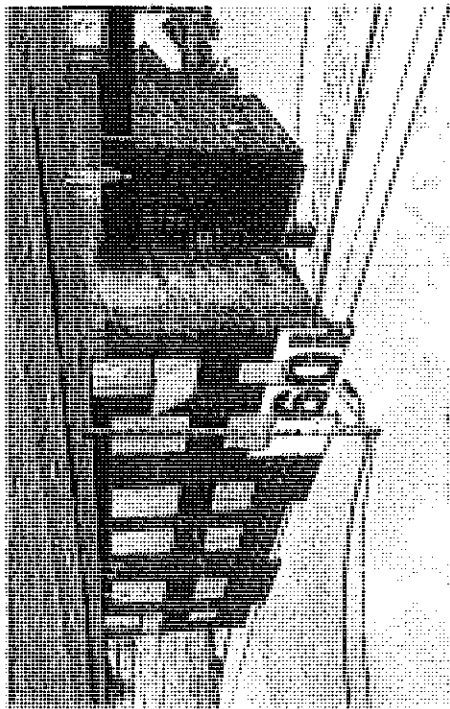
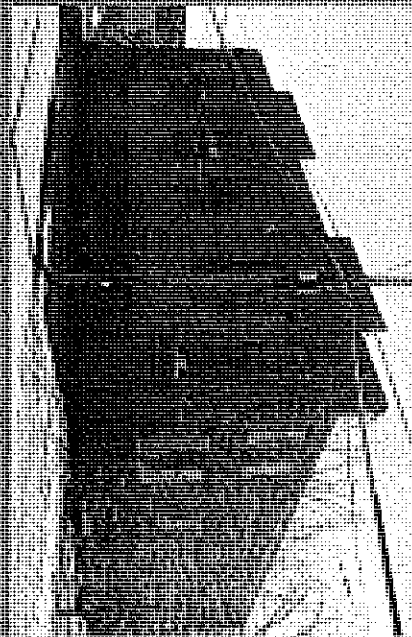
The City of New York has a long history of providing a safe and healthy environment for its residents. The City's Department of Health and Mental Hygiene (DOHMH) is responsible for ensuring that the City's water supply is safe and that the air is clean. The City's Department of Environmental Protection (DEP) is responsible for ensuring that the City's land is used in a safe and healthy manner. The City's Department of Parks and Recreation (DPR) is responsible for ensuring that the City's parks and recreation areas are safe and healthy.

The City's Department of Finance (DOF) is responsible for ensuring that the City's financial records are accurate and that the City's budget is properly managed. The City's Department of Information Technology and Telecommunications (DOITT) is responsible for ensuring that the City's information technology systems are secure and that the City's telecommunications services are reliable. The City's Department of Transportation (DOT) is responsible for ensuring that the City's transportation system is safe and efficient.



Planning & Development

THE BAXTER GROUP



B
BAXTER
CONSTRUCTION



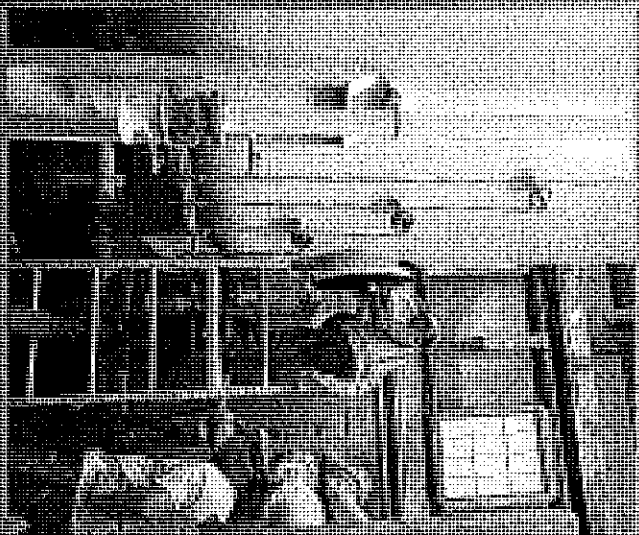


Wetzel Decontamination

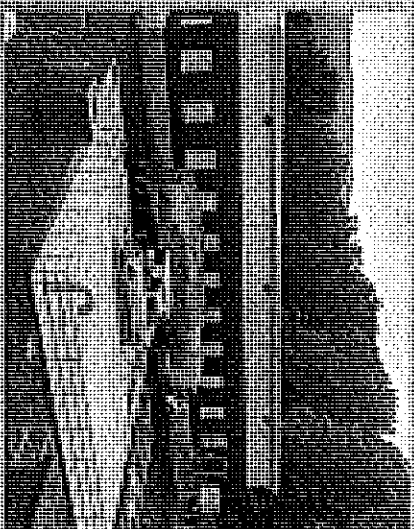
Wetzel Decontamination



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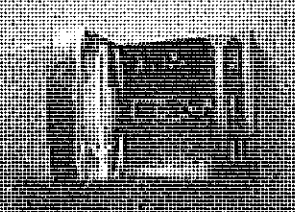
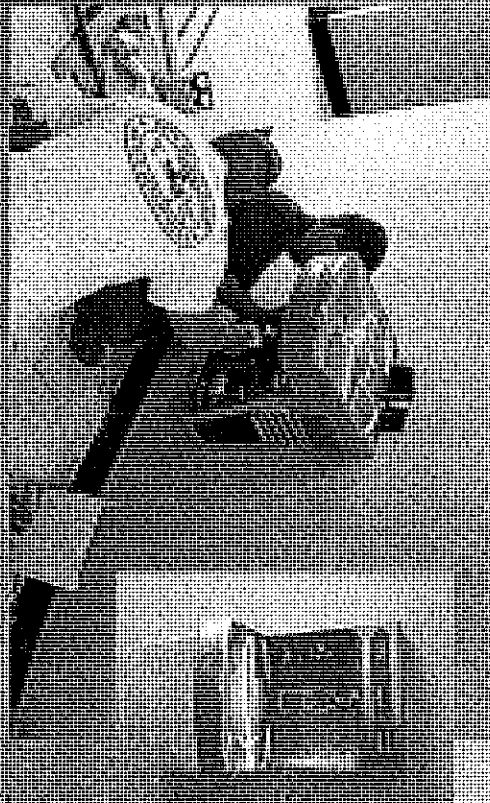


Wetzel Decontamination
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Motor DoorMotion



Motor DoorMotion is a complete system for opening and closing large industrial doors. It is designed to be installed on any type of door, and it can be used in a variety of applications. The system is made up of a motor, a drive unit, and a control system. The motor is responsible for providing the power to open and close the door, while the drive unit is responsible for converting the motor's power into the mechanical force needed to move the door. The control system is responsible for managing the operation of the motor and drive unit, and it can be programmed to open and close the door at specific times or in response to certain signals.

CLEAN SYSTEM WITH NOISE

Motor DoorMotion is a clean system with no noise. This is because the motor is located outside the door, and the drive unit is located inside the door. This means that the noise from the motor and drive unit is contained within the door, and it does not escape into the surrounding environment.

NOISE-PROOFED DRIVE UNIT

The drive unit is noise-proofed, which means that it is designed to minimize the amount of noise it produces. This is achieved by using sound-absorbing materials and by enclosing the drive unit in a soundproof enclosure.

NOISE-PROOFED MOTOR

The motor is noise-proofed, which means that it is designed to minimize the amount of noise it produces. This is achieved by using sound-absorbing materials and by enclosing the motor in a soundproof enclosure.



ALL METAL DESIGN

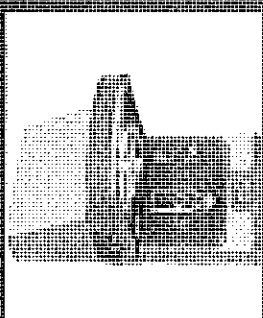
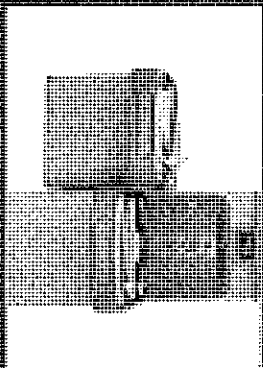
Motor DoorMotion is an all-metal design, which means that it is made entirely of metal. This makes it very durable and long-lasting, and it is also resistant to corrosion and rust.

ANTI-KICK PROTECTION

Motor DoorMotion has anti-kick protection, which means that it is designed to prevent the door from being kicked open or closed. This is achieved by using a special mechanism that locks the door in place when it is closed.

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To find out if you are eligible for a refund, please call 1-800-451-7262 or visit www.irs.gov/efile.

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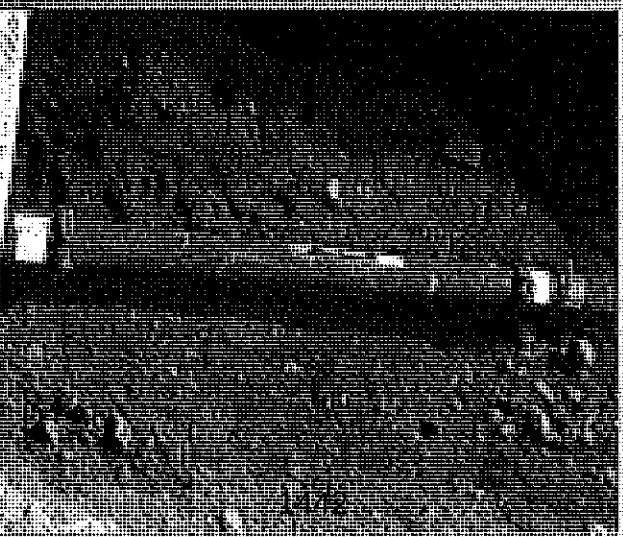
Water Main Break on Colman and First



Leak # 3 of the Leak Detection Survey found a 6" circulation leak on 17th Street
The leak was repaired with a savings of 75,000 Gallons a Day.



Water Main Breaks Clockwise



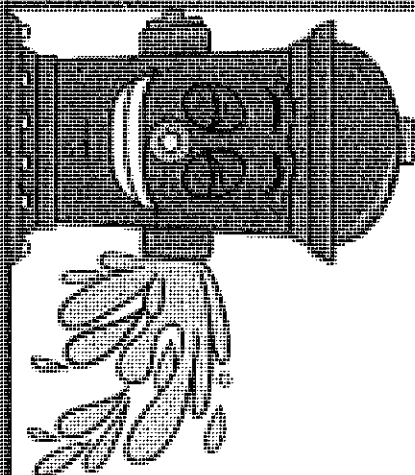
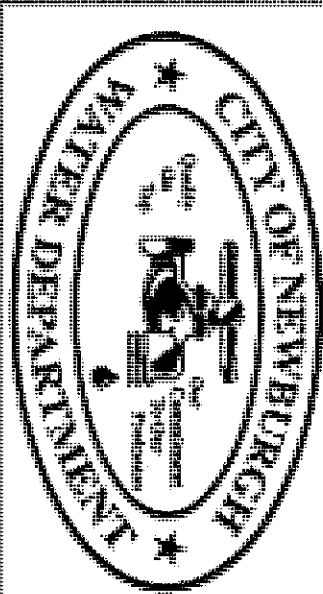
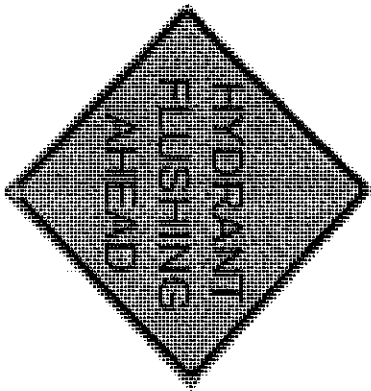
12' of 6" Water Main Replaced on South Clark and South William St



① 2007年12月31日。

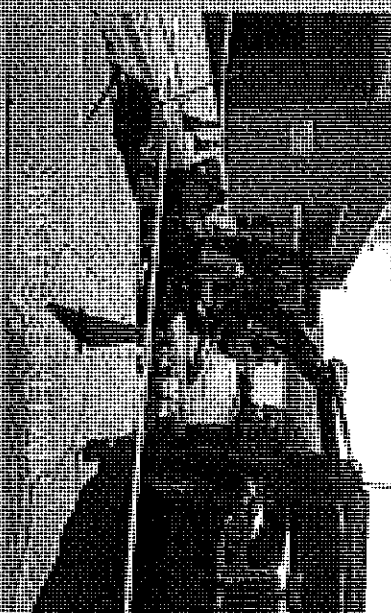
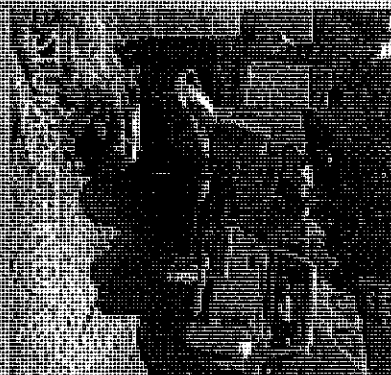
September 15, 2019

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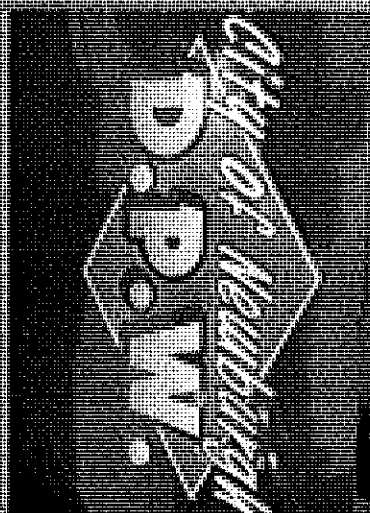
Department of Public Works



Month of August 2017

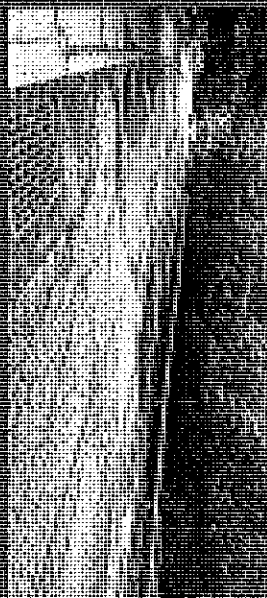
PERMIT - 18-0001

GENERAL REGIONAL





Engineering Department



THE CITY OF CHICAGO HAS A LONG HISTORY OF
PROVIDING A SAFE AND SOUND TRANSPORTATION
SYSTEM FOR ITS CITIZENS.

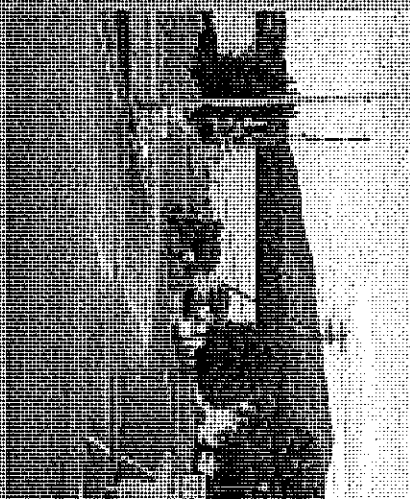
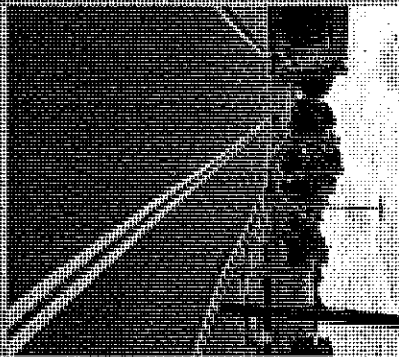
OUR ENGINEERS
DESIGN AND CONSTRUCT
INFRASTRUCTURE
PROJECTS THAT
IMPROVE THE QUALITY
OF LIFE FOR ALL CHICAGANS.

THE CITY OF CHICAGO HAS A LONG HISTORY OF
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SYSTEM FOR ITS CITIZENS. OUR ENGINEERS
DESIGN AND CONSTRUCT INFRASTRUCTURE
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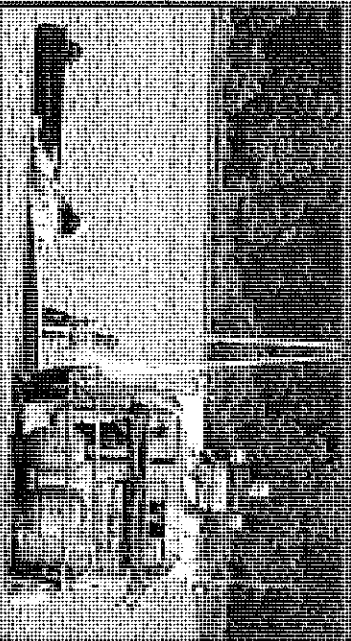
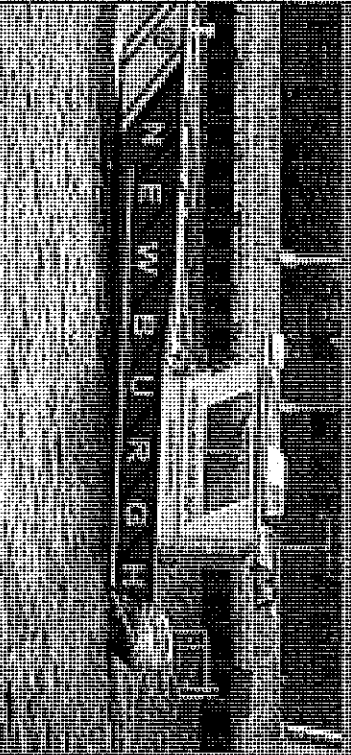
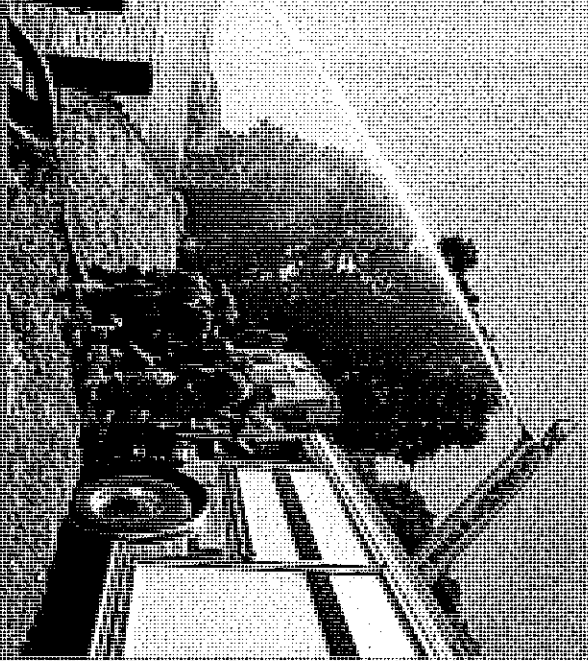
Engineering Department



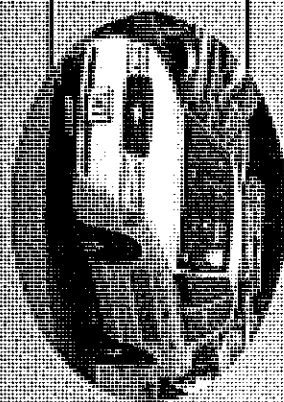
The Engineering Department is responsible for the design, construction, and maintenance of all engineering structures and equipment. The department is organized into several divisions, each responsible for a specific area of engineering. The divisions are: 1. Design and Construction, 2. Maintenance and Repair, 3. Inspection and Testing, 4. Research and Development, 5. Training and Education, 6. Safety and Health, 7. Environmental Protection, 8. Quality Control, 9. Project Management, 10. Administration and Support. The department is headed by the Chief Engineer, who is responsible for the overall management and coordination of all engineering activities. The Chief Engineer is assisted by several Deputy Chiefs, who are responsible for specific areas of the department. The department is also responsible for the procurement and management of all engineering materials and equipment. The department is a key part of the organization, and its work is essential for the successful operation of the organization.



City of Newburgh Fire Department



City of Newburgh Police Department



THE UNIVERSITY OF CHICAGO PRESS

THE UNIVERSITY OF CHICAGO

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1. The first step in the process of developing a business plan is to conduct a thorough market research. This involves identifying the target market, understanding the needs and preferences of the customers, and analyzing the competitive landscape. Market research can be conducted through various methods, including surveys, interviews, and focus groups. The goal is to gather valuable insights that will inform the business strategy and help in making informed decisions.

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MUNICIPAL ID

City of Newburgh

BEGINNING ON JULY 9, 2013

TUESDAYS & WEDNESDAYS
9:00 A.M. - 3:00 P.M.

CITY CLERK'S OFFICE - 83 BROADWAY, NEWBURGH, N.Y. 12550

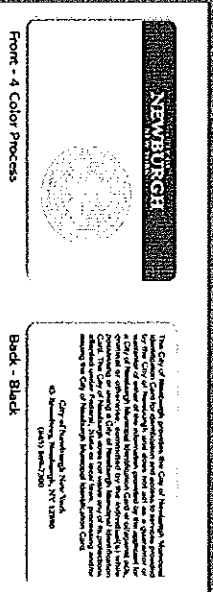


Visit the City of Newburgh
Website at:
www.cityofnewburgh-ny.gov
1. Download, print & fill out
Municipal ID Form
2. Ensure you have ALL proofs
of Identification &
Residency as required
3. For questions contact the
City Clerk's office at:
845-569-7311
Forms can also be obtained
at the City Clerk's office.

ID

730 ID's issued in July

208 ID's issued in
August



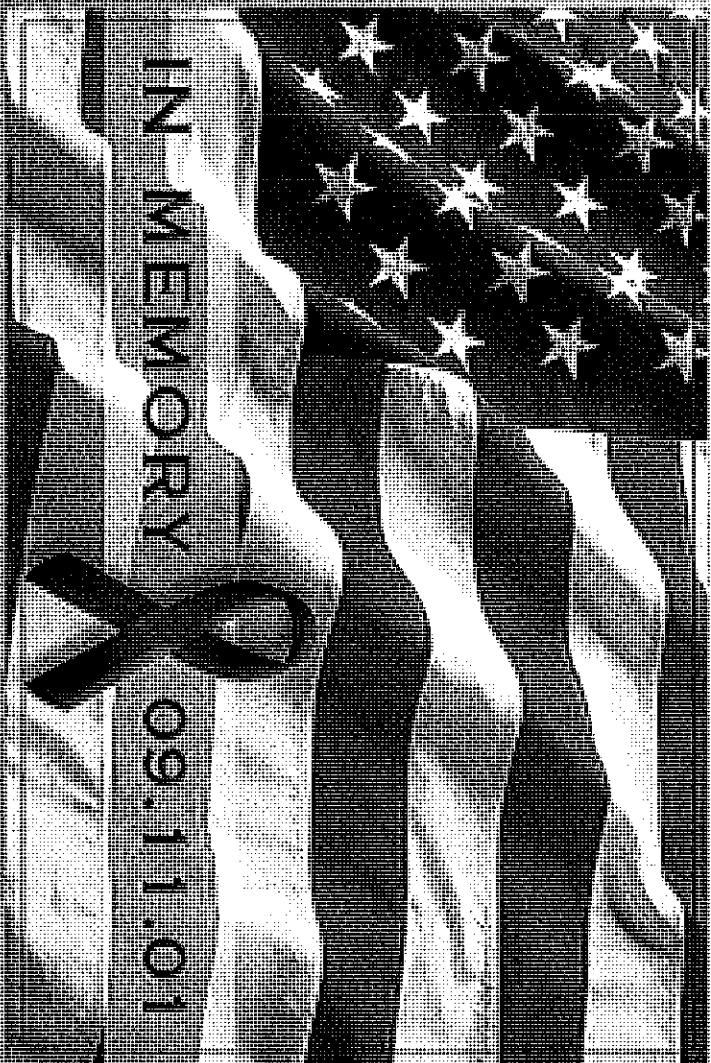


Every drop of blood
is a gift of life.

CITY OF NEWBURGH BLOOD DRIVE

FALL 2019

For more information, please contact:
Newburgh Blood Drive
at 845.562.1234 or visit us online at
www.cityofnewburgh.org/blood



The Annual September 11th Memorial Service will be at the Monument at 66-30 am. All are invited.

CITY OF
NEWBURGH
NEW YORK

PRESENTATIONS

Public Hearing - Local Law rescinding installment payment agreements for eligible delinquent taxes

Mayor Harvey called a Public Hearing that was advertised for this meeting to hear comment on the proposed local law amending Chapter 270, "Taxation", of the Code of the City of Newburgh rescinding Section 270-23.1 through Section 270-23.11 of Article III entitled "Collection of Delinquent Taxes providing for the Installment Payment of Eligible Delinquent Taxes.

Judy Thomas, City of Newburgh said that she was not aware that there was a public hearing tonight. Is that something that is to be delivered by mail or gets posted to the Website?

Corporation Counsel, Michelle Kelson said that a resolution was passed by the Council and public hearing notices are published in the City's three official newspapers which are the requirements for a public hearing on a Local Law.

Rich Rosencrans, City of Newburgh understands that notices were put out regarding the public hearing but not many people heard about it so there is a disconnect. There should be some explanation on what this is about.

Corporation Counsel, Michelle Kelson reminded everyone that the City enforces delinquent tax liens according to New York State Real Property Tax Law Article 11. The City of Newburgh has been enforcing tax liens since the Uniform Act was adopted by the State Legislature in the 1980's. One of the provisions of the Real Property Tax Law allows the taxing jurisdiction to establish installment payment agreements for eligible delinquent taxes in accordance with the specific requirements that are set forth in the Real Property Tax Law. The City of Newburgh adopted a Local Law in 2012 to implement those provisions that allow for the collection of delinquent real property taxes through installment payment agreements. That Local Law became effective in January of 2013 which was the first year that delinquent taxes were eligible for Installment Payment Agreements. We have been processing those requests in the Law Department, Comptroller's Office and Tax Collector's Office. Over the last several months the City Council has questioned whether collecting taxes through Installment Payment Agreements is a benefit to the City and asked if it would be possible to rescind that option. The City Council is able to rescind a Local Law once it has been adopted and Local Laws can be rescinded by subsequent Local Law so she drafted a proposed Local Law for the Council to consider this option. It was introduced at the August Work Session on August 8th and on August 12th the Council passed Resolution #213-2019 scheduling a public hearing on the proposed Local Law for the following City Council session which is tonight, September 9th at City Hall.

Mayor Harvey noted that the Work Sessions they had in August highlighted this possible change to rescind this Local Law and there has been a lot of contention around taxes in the City of Newburgh.

One of the reasons why we are having these intense discussions about taxes is because there is a great percentage of residents in our City that are delinquent in taxes. Looking at the IPA processes the City Council has brought it to the table to hear from the public on

that issue and there will be a vote at the next City Council meeting regarding this change. This is an opportunity to hear from the public on what you think about these installment payments agreements. Keep in mind that the In rem process is about a three year window before the City can take a property for delinquent taxes. Those who have IPA's currently will continue but if this passes at the next meeting then there will be no more opportunities moving forward.

Pastor Willie Mays, City of Newburgh, said he represents the Christian Ministerial Fellowship here in the City and they are a voice for the homeowners. Many homeowners here, mostly seniors who already own their homes, can't afford the taxes that are constantly going up. They need some type of payment plan because it is not right to take their homes. The senior citizens have to be considered.

Christine Bello, Carter Street, said that this Local Law was one of the most thoughtful pieces of legislation laws passed by a City Council led by Judy Kennedy who was very much in tune with the economic reality for so many in this City. Several years ago due to circumstances beyond her control this was the only thing that stood between her and losing her home and business. This legislation was not only a blessing but a life line of sorts. Negative circumstances can happen to anyone at any time. If you work in the public sector, you have a guaranteed benefit but for those in the private sector the only thing we are guaranteed is knowing how much we have to earn on a weekly basis just to meet the tax burden here. Certain Council members feel that people are using this as a crutch and she disagrees because she knows many people who have used it and it is not the preferred method of payment. The interest rate is so high that this is not the way you want to go but for those with their backs against the wall it is a lifeline. At the Work Session they also talked about the year 2016 and that there were seven hundred and eleven properties that were delinquent but then after the IPA process went through there were six hundred and twenty eight that were back to being up to date in their taxes. Can we gamble with losing six hundred and twenty eight properties off our tax rolls? What would that do to our Budget? We have to think about those things and rethink rescinding this.

Kristen Mahoney, 188 Liberty Street doesn't understand why they want to rescind this. She agrees with everything Ms. Bello said that this is a lifeline and has obviously saved many property owners who really want to pay and get back on track. Please don't rescind this.

Charles Davenport, Wappingers Falls said it sounds like this shouldn't be rescinded. What should be done is that the taxes on senior citizens with fixed incomes should be frozen and on a State level we should stop financing our school systems through property taxes.

Gabrielle Burton Hill, City of Newburgh said she didn't know about the Installment Payment Plan. People have worked very hard to obtain their homes, especially our senior citizens, so instead of rescinding this it should be looked at on an individual basis. Please consider the outcome that will take place for the residents here in the City of Newburgh. Let's be human first by giving this some serious thought and do the right thing.

A Marlboro resident asked if before you pay the delinquent taxes you have to pay your current taxes first.

Mayor Harvey responded with a, "yes".

The Marlboro resident continued that they should consider making a law to abolish that because it makes it extremely difficult for people who are already in a difficult situation to pay their taxes. This is just a comment.

There being no further comments this public hearing was closed.

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

Efrain, Lake Street, said he attended the last meeting asking that the lights be turned on at the Skateboard Park but excuses were made that the lights were broken and we have to wait for a Grant that is coming in December. Why does the City continue to depend on borrowing money? Why not hire an electrician to fix the problem? There are a lot of people here tonight for the subject of soccer and he is here to fight for better management of the soccer program. This City has great talent and a lot of it has gone to waste because they cannot afford to go any further. He said that the Sports Director has failed this City. They allowed a man to come here and steal from his own kind of people. A man who is an employee of the City to manage the Rec Program for kids but does not allow anyone else to use the field. He asked about this at the last meeting but no one had answers. The Basketball Program here is about \$350.00 so why is the biggest sport in this City being charged a price of \$1200.00 to \$1500.00? The majority of the soccer community is Hispanic and he is tired of people taking advantage of the Hispanic community. He wants to see an affordable program for all kids. Not everyone can afford these fees and they should have the City's support but the soccer community has always paid no matter what the price was. Let's not depend on Grants or poor management and let's charge a reasonable fee and use that money to rebuild the field for all youth programs so that they can play for free. He told the City Council that if they do nothing then they have failed the City also.

Mike Negron, Hudson Valley Christian Church, asked the Council to please return Prayer to the beginning of their meetings.

Tom Roberts, Central Avenue thanked our Police and Fire Departments for doing a good job here. He is happy to see the police foot patrol on lower Broadway and hopes it will continue because it gives the residents, businesses and visitors a better sense of security and a better relationship. He asked if Broadway could be narrowed because it is too wide and creates serious issues for our citizens when crossing. He hopes this issue will be resolved before someone is injured or killed just for crossing the street. Perhaps we could

paint the white crosswalks so they are more visible. Why is our City the dumping ground for Orange County? This problem seems to be increasing and why is every other Town or City in Orange County shipping their undesirables to Newburgh to deal with? When does the City say enough is enough? Haven't we endured enough here and isn't our time to shine? How about giving us something for our tax dollars; a city that we can feel safe in and a city that we can all feel proud to live in. He added that for the past four years he has complained to Central Hudson about a gas leak on the corner of Central Avenue and Elmood. Three years ago they dug a hole and placed a clamp on a leaking pipe that already had four clamps on it. You can still smell the gas there but nothing gets done. They tell you to call if you smell gas but they don't do anything to fix the problem.

Mayor Harvey noted that this Council has been pushing and fighting with our County representatives to stop the people from being dumped here but it is the County and State Officials who control that. We are the only municipality outside of Middletown that has the Social Services.

Sandra Kissam, Town of Newburgh, said that she is here concerning the Danskammer Plant. She has been a resident since 1973 and has seen a lot of administrations in the City and Town come and go so she wanted to share her perspective on corporate promises and policies. Regarding Danskammer she said that promises have been made but not kept and bankruptcies have occurred repeatedly. Companies have asked for reductions in assessments and tax benefits and they are not to be trusted. Anyone who believes their promises is kicking themselves. The Danskammer Proposal has not even been filed yet and until something is committed to writing nothing is secure. Those of us who oppose the plan believe they will say anything to anyone at this point and everyone should be skeptical. The City Council is charged with the health, safety and welfare of the City of Newburgh and she is sure they take that assignment very seriously. Here is an opportunity for them to show good leadership and the ability to look into the future. She strongly advised them on the basis of what has happened previously to bring the resolution to the table as the City of Beacon and others have already done and vote on opposing the repowering of this Plant that will pollute the air and water.

Paige Tooker, 78 Benkard submitted and read the attached comments. (copy attached)

Mayor Harvey said that one of the challenges they are faced with is that we don't own a lot of the lights. Central Hudson owns them.

Judy Thomas, City of Newburgh said that she rode with Paige Tooker and was astonished to see how many lights were out. If there is no light that is where crime can happen and it's unsafe. *She continued reading where Ms. Tooker left off. She added that she is opposed to the Danskammer Plant. She missed the last Council meeting and wanted to complain about her dwelling unit's garbage bill that went from \$264.00 to \$409.00 per quarter. She doesn't have any tenants yet in this building to help pay for this bill. Why is she paying for all of this garbage that's not being produced?

Tim Muller, Walden, said that the International Union of Operating Engineers, Local 825 represents over seventy three hundred members throughout its jurisdiction which includes the City of Newburgh. Our members operate the heavy equipment such as cranes, bulldozers and excavators on construction sites. He is here tonight to respectfully request that the City Council give full consideration to the Danskammer Plant. Wait until all

studies have been completed and reviewed before taking a negative position on the project. He feels it is important to make an informed and educated decision on the areas needs and the benefits of the project itself. With regard to the construction aspect of the project, the site work alone could provide trade members with thousands of hours of work which is needed for them to provide for their families. Many of our members live in the area and while many say construction jobs are only temporary jobs it is jobs like these that support our members families. It is his hope that after careful review and consideration of the studies performed the City Council will decide against any resolutions condemning the project and acknowledge the benefits of constructing it.

A City of Beacon resident said he is a member of the Green Beacon Coalition that worked with the City of Beacon Council members to explain why Danskammer is not right now. He sees a lot of people here tonight with t-shirts and signs that say "Cleaner Air". According to EPA data in 2016 Danskammer emitted six tons of a gas that causes ground level ozone and the CPV Valley Plant will release twelve thousand tons. In the same EPA report Danskammer in 2016 released one hundred eighty tons of CO2 and CPV Valley six hundred thousand tons. Dutchess County already has a rating for ground level ozone which is a danger to pregnant women, children, the elderly and anyone with respiratory issues. In regard to jobs, Unions and Environmentalists should work together to push for unionization of solar and energy because this is the future and it will keep everyone employed and healthy.

Carla Johnson, 52 S. Miller Street, said there are a lot of speeding cars on S. Miller Street and there a lot of children playing there so we need "Children at Play" signs or speed bumps there. She also hopes that next year they put in the extra entrance at the Basketball Court on Gidney Avenue.

Rich Rosecrans, City of Newburgh thanked the person who spoke about the soccer issues because there is something there that needs to be investigated and resolved. He extended his respect to all of the union members that are here tonight and he wants more union jobs in the City of Newburgh and the Hudson Valley. He does not support the Danskammer Power Plant. He read a lot about this project and attended meetings to hear their side of the story and he does not think that this Project is needed at this time or in the future. We can get the power some other way. He doesn't think this Plant is good enough for the Union members or the residents of this City. We all deserve clean, safe energy and less pollution but this Plant, despite their claims, will not do that.

Charles Davenport, Wappingers Falls, said that we live in an age of information so there is no excuse for ignorance. Over in Dutchess County about 14% of the population suffers from lung problems so if we put more poisons and air pollution into the air it will not help people with lung conditions. Please protect our air. The Unions need to find jobs that won't poison us. The three big lies of the gas industry are that we need the power, it's safe and we need the jobs.

Elsa Martinez, Broadway noted that the soccer issue is not about the kids. This issue is about an adult soccer league that was being run. Who is in charge of the Recreation Department? Who makes the rules and where are they posted? Is there a time limit as to when the public can request use of the Recreation Department and what the deadlines are? We need clarity. Insurance was another question that we had because adults played there who were injured. We want answers and we want clarity.

Mary Wagner, City of Newburgh, said that her fellow residents have spoken about the air quality issues and the need for jobs. The past few weekends she has volunteered at some community events and heard from many families dealing with seizures and epilepsy which is linked to lead poisoning and she knows that the City is working hard to remove the lead. There has been talk about how much air pollution this Plant will put out and that's because it will be going from a Plant that works for four to six hours to a more full time Plant of approximate one hundred and seventy hours per week. We have lead in our pipes, PFOS in our water and PCB's in the Hudson River which is the number two most polluted river in the Nation. We have neighbors who draw their drinking water from the Hudson River so we have to think about them, our kids and cleaner jobs for everybody.

Patrick Cousins, City of Newburgh said he supports Karen Mejia and Ramona Monteverde for their work on a clean environment. The existing Danskammer Plant runs only a few hours a day per year where in contrast the proposed Plant would be running nearly all the time. Even if the new Plant does reduce emission for each unit of energy by 40% as claimed, the increase in hours eliminates any gains which actually means dirtier air for the City of Newburgh. We need to protect ourselves and we have to make sure we have clean air and clean water for our kids.

Kelsey, Front Street, said they are expecting their first child and they are committed residents. She opposes the Danskammer Plant and feels that Newburgh has already dealt with water pollution and low air quality. Air and water are basic human rights so we need to do a better job of providing that for our kids and our community.

Martha White, City of Newburgh said she is here tonight to address the proposal for the Facilities Master Plan that the Council discussed at the Work Session. She has some concerns and the first is cost. Even if this proposal was voted on exactly as it was presented it looks like the City, which means the taxpayers, would be on the hook for potentially a lot more than the \$98,500.00. The presentation materials that she read described this as a three phase project but only the first phase is included in that \$98,500.00. She also saw on the final page of the presentation a breakdown of additional service fees that could be levied if the project takes longer to complete for some reason or requires something outside the scope of work. She doesn't think it's proper that the City should be signing off on what is likely to be a six figure contract without the safeguards of an RFP process. The plan also is to hire Deirdre Glenn as a consultant and as Mt. Mitchell said in his presentation she would directly assist him. In her opinion, when the Planning Department was under her leadership it played fast and loose with the whole RFP process that got us into the Alembic debacle. She doesn't want to rehash ancient history but for those who came along after that transpired she wanted to make them aware of some correspondence between Ms. Glenn and one of the Alembic Principals. In one e-mail she tells him that the public needs to see the "full project" which includes a description of the "The Library lawn and old Courthouse adjacent (possibly the future City Hall). She is sure that they know the Library property, Courthouse and future plans of City Hall were not in the scope of that 2 Montgomery RFP. She might know a lot about Newburgh but she questions the need to bring her on board when Allie Church has been running the Planning Department just fine since Ms. Glenn's departure. She hopes they can table this until later.

Dean Tambouri, Town of Newburgh, feels they should approve the Danskammer Power

Plant. We have State experts that review all of this and they are the strictest in New York State so if we keep pushing these businesses away they won't come here. We say we don't need extra energy but we will need it when the Indian Power Plant closes so it has to come from somewhere. We talk about solar but those solar panels are not made here and we don't know how long they will last. This is the first company that has made a commitment to the people in the community to do something with the Plant other than flip it and turn it into a bankruptcy. We should give them a chance and talk to them to get this project approved.

Tamara Rafkin, City of Newburgh, said she is against the Danskammer Plant. She doesn't think the people in this area can afford the possibility of our health getting worse. We are already dealing with the water issue here but it's not just the water. It's all connected so our food and air quality will be worse and the health of the families and children taxes our healthcare system. If all of these things are not working well it's going to decrease the likelihood that more people will move to this area. She doesn't see how Newburgh can be reborn if air quality and water quality are in jeopardy.

Mark Sanchez Potter, City of Newburgh, opposes the Danskammer Plant. Danskammer is a fracked gas power plant which would accelerate climate change as well as the potential to pollute our air and water. The United States needs a green new deal, a federal jobs guarantee and we need stronger unions with green jobs for all of our union members so they can have strong good paying jobs. We do not need to increase fossil fuels. We have less than ten years and we are in a climate crisis so the fate of the human race is at stake. We need everyone to be involved with protecting our water, our air and our land.

A student and resident of New Paltz said she is against the Danskammer Plant. It threatens nearby communities while locking New York State into decades of fossil fuel dependence. Expanding this plant is a step backwards in the fight against climate change. The Project directly contradicts New York States Climate Legislation which has goals of net zero greenhouse gas emissions by 2050 and one hundred percent carbon free electricity by 2040. Pollution from greenhouse gases including carbon and methane emitted as a result of Danskammer would not allow New York State to meet its climate goals. This expansion is also a threat to our air and water quality and would disproportionately impact people in low income communities due to the proximity of their plant. It would drastically worsen air quality while increasing public health risks for asthma and other diseases for surrounding residents. New York State must invest in renewable energy, energy efficiency and battery storage to meet its future energy needs instead of investing in fossil fuel infrastructure like the Danskammer Plant. Our leaders must put people over profit and the bottom line is that this Plant will affect all of our Hudson Valley communities. She urged the City Council to put this resolution on the agenda and to vote their opposition to it.

Mr. Branch, New Paltz, voiced his disapproval on the Danskammer Project. More and better jobs can be produced in the renewable energy sector. Construction of a solar farm or an energy storage facility would bring jobs and tax revenue to Newburgh without polluting our air or water and exacerbating our climate change. For communities that have displaced workers from the fossil fuel industry we urge a fair and just transition that provides training and placement for workers in the industry. He doesn't see anything positive for our citizens in the City or throughout the Hudson Valley other than the higher ups who are investing all of their money into this Project. It doesn't do anything for our

citizens and it's not going to benefit anybody in this area. Fossil fuels are dangerous and are going to do nothing but continue to worsen our environment so he does not believe that this project should be approved.

Marcel Barrick, City of Newburgh, said that there is not a lot of room for error when it comes to the World that we are creating so all the steps we take right now are important. People are looking for a stable economy and that economy is not fossil fuels it's the restoration economy. One of the first glimmers of that new economy is in the Town of where they just permitted a Battery Storage Plant.

Ms. Wolf, City of Newburgh said that real lives are involved here and people want to take care of their kids and their communities. We can tell Danskammer that we all breathe the same air and drink the same water so we are all moving forward together. She noted that she wasn't able to hear all of the comments tonight but she heard a response from the Mayor to one comment that it has to do with the County but it is not enough to say it's just how it is. Part of what we are doing in governing this City is trying to figure out how these things work and we can do them differently.

Alejandra, City of Newburgh said that she has been doing recreational soccer for the past six years and as more kids started to come in the parents requested a Soccer Club for more competitiveness. This has been doing well and for the first time we are affiliated with a professional soccer team from Mexico. If you ask any soccer player what their dream is they will tell you it's to play professional soccer. She is proud that we are affiliated with PUEBLA which is a Soccer Academy here in Newburgh and she wants to let the community know she is a teacher and this is a huge step to making a change for children. It is very unfair that our players have to see posts that have gone viral so when they practice all they hear are bad comments. These posts defame the team and we have to think about the future of our children so we don't want a bad image for our teams. She thanked the Recreation Department and the families for supporting their children and she wants to see the kids rise up to have the opportunity to play professionally.

Mike Roopchansingh, Newburgh said he is here tonight to represent his baby brother who is battling Duchenne Muscular Dystrophy. He is a conqueror in battling this disease as many kids with this type of disease don't make it past the age of twenty one. The disease attacks the muscles in the body and it shuts down everything over time. His brother has exceeded a lot of near death experiences so he gives thanks. About three weeks ago he caught an infection which sent him to Orange Regional in Middletown where he was treated with antibiotics and he is in the ICU now but he will be coming home with a feeding tube. He passed pictures of his brother around to the Council for them to see. He wants to raise awareness to his brother and his fight. He was not born with this disease as it happened over time when at the age of six he lost the ability to walk. He is twenty-five now and they give thanks because they didn't think he would be so strong. He is a prime example of if you set your mind to anything you can achieve it. Every day he fights to live and we take some of the simplest things for granted but we shouldn't. Use him as an example to be grateful and humble because we have life and we have ability.

Mayor Harvey suggested we do something to recognize his brother at the next City Council Meeting.

Malachi Cleary, City of Newburgh, thanked the Council for hearing our words tonight.

The Danskammer Project is a bad idea. It is detrimental to our public health and our environment and it is not needed. Science tells us that we cannot afford to put more carbon into the atmosphere and we are simply out of time to delay action. To those who say Danskammer is needed because it will create jobs and tax revenue he understands but in this circumstance the short term sacrifices outweighs the long term gains. He asked everyone to remain open minded and be aware of the fact that we are in the midst of a growing new green economy and there are good green paying jobs on the horizon.

We deserve good paying jobs but we also deserve clean air; clean water and a green economy. To those who say the Danskammer Plant is just another plant and it won't make much of a difference he invoked the words of Martin Luther King, "*An injustice anywhere is a threat to justice everywhere*". Danskammer is our injustice so he implored the Council to vote in favor of the resolution opposing this injustice.

An organizer from Brooklyn with Food and Water Watch and Food and Water Action said they represent over one hundred thirty thousand supporters throughout the State. All of the points have been made that it's bad for the air and we are in a climate crisis so it's time for us to take that seriously. The IPCC gives us less than twelve years to right the ship and insure that we are not going to feel the worst of Global Warming. We have already felt the brunt of it here when in 2012 Hurricane Sandy hit this very sight and Danskammer flooded. We are expecting to go down this same path and repeat the same mistakes so it's time to listen to the youth and the constituencies. We are at a crossroads where we can either follow the leadership we have seen from the Trump Administration which is in support of fossil fuel and continuing to poison our air or we can change ship and make sure we do something towards renewables. A green new deal is where New York is going and the City of Newburgh has a point to make to determine which side you are on and how you will be remembered in the history books. He urged the Council to pass a strong resolution against the Danskammer Plant and take the comments that you heard from the residents today into consideration.

Liz, New Paltz spoke on behalf of the New Paltz Climate Action Coalition Chairperson, Jess Mullen. They implore the City of Newburgh Council to pass a resolution against the Danskammer Plant. New Paltz Climate Action has worked against the expansion of fossil fuel infrastructure in this Region for over a decade. During the successful fight against the Pilgrim Pipeline Municipal resolutions were passed with bipartisan support and were instrumental in preventing public risk for private gain. Resolutions continue to be a vital step elected officials can take to protect our communities. It must be stated for the record that Danskammer is just one of a handful of fracked gas projects that are a result of a change in the New York independent systems operators redrawing energy zones. As a result of these zone changes the power that is generated here pays three to four times more than power that is generated further north. This was decided in 2013 and implemented in 2014 with the official intent to attract investment and new power plants here in the Hudson Valley. This happened well before it was decided that Indian Point would be closed. Our region is a target for fracked gas companies with beneficiaries from around the Globe and these investors earn profits by polluting the air, water and land in every community their projects step foot in. Companies and individuals who benefit from this don't want to admit that there other viable solutions. The New Paltz Climate Action Coalition suggests a few alternatives. We need to prioritize the repair of the two largest bottlenecks on the grid where electricity is lost while simultaneously investing in localized grid development across the state that produces renewable energy nearest to where it's needed. Additionally she

wanted to point out a recent victory against a proposed fracked gas power plant in nearby Ulster. They switched their proposal from fracked gas to battery storage which hasn't been possible until now, however, with policies changes battery storage is the wave of the future. As of this summer battery storage was also being looked at for nearby Highland and the Town of Lloyd which has previously been a proposed location for another fracked gas plant. Burning fracked gas and the devastation that accompanies it will become a thing of the past as battery storage combined with renewable energy generates the power to meet all of our needs. New Paltz Climate Action Coalition can be contacted with any questions as they are happy to help.

Todd Diorio, Marlboro, President of Local 17 Laborers said they represent hundreds of workers from the Town of Newburgh where the facility will be located as well as many residents from the City of Newburgh. Local seventeen just took in sixteen new apprentices in the last draw and kicked off their first pre-apprenticeship meeting last week and they will create more opportunities for City residents. He urge the City Council not to act too soon on a resolution against or for Danskammer until the studies are completed and true facts are gathered. The City of Beacon recently passed a resolution to gather political support for the upcoming election that contained some false and not yet verified information. The City of Newburgh should wait for the studies required under the Article 10 process and make a more educated decision to support the project, oppose the project or stay neutral. The project is not in the City of Newburgh which is even more reason to stay neutral. The new facility has committed to local labor and they are committed to using some the pre-apprentices that come into the program and there are going to be additional taxes to the town of Newburgh and the Marlboro school district. This is an important project for the building trades. Right now we are busy and we have big projects going on but we need to get this going. They support this Danskammer project and they think it's a good project so they asked the City Council not to act on anything until they know. There is going to be a lot of information coming out so please wait.

Andrew Pezzullo, Kingston, said he is an organizer with Food and Water Watch and he doesn't have a lot to add. Just a few miles from here in Storm King was where the modern environmental movement started and we have come full circle. The environmentalism of fifty years ago was happening at the same time that Exxon Mobile was studying carbon emissions and climate change and hiding all of that data. Eight towns in the Hudson Valley passed strong resolutions in support of the City of Newburgh and against the Danskammer Plant. Look at who is in this room and who is missing. There are two huge stakeholders not in this room tonight; a representative for Governor Cuomo and Danskammer, LLC. These are the two stakeholders who are tinkering with this process in a huge way because they will see huge political benefits and the corporation is making money off of our air, water and land but they are doing it on the backs of Union workers. This will happen unless we have strong, fearless and vital public leadership. He thinks we can push to have a proposal that is a renewable energy project with battery storage that offers reliability to the grid and a huge amount of more jobs than Danskammer is offering so please consider passing something.

Wayne Coacher, said he is against the Plant. He worked for Metro North and he wants union work but he wants it to be good. He took a tour of the Danskammer Plant and spoke with neighbors in the area and the upper respiratory issues are not good. In 2011, Sandy put them underwater and they filed bankruptcy. In 1950, one out of thirty people had Cancer but now it is one out of two men or one of three women so we want to do better

than this. He is not pleased with what's going on and he wants jobs for these guys here but many children in the area are suffering from asthma so we have to do better than this.

Tara, Cold Spring said her children used to go to school in Newburgh so she knows many teenagers here who have PFOS in their blood which is not good. This community already suffers so much from environmental pollution and she thinks it would be a terrible idea to add the air pollution from Danskammer. The other thing that could happen is if on a federal level we pass some sort of carbon tax then the little edge that gas generation has over renewables will tip the other way because it will be more expensive and they will keep the plant shut down most of the time. We are paying right now thirty million dollars a year to Danskammer to have it sit there not operating in capacity payments for the delivery of power. Don't put something insane like that right on the river.

Marty, Marlboro, said that over thirty years ago Senator Bernie Sanders said that the World will end because of climate change. We are chasing ghosts here. If you are going to have people pay more money for electricity then you have to get your facts straight. Humans contribute one tenth of one percent to Global Warming. He worked in the Danskammer Plant and wasn't nice in there but we changed over to oil which was cleaner. When we change back over to gas it's not because we are going to be using this greater amount of energy it's because it will take some of the burden off of the other producers. It's wrong to completely deny something because you think there is a better way and solar and wind are not there yet. Unless you are actually going to endorse something that's there then maybe you should go back to the drawing board and think of something else.

Mike, Town of Minisink said that for the past ten years Minisink has had a thirty inch gas pipeline, a twenty four inch gas pipeline and a sixteen inch gas pipeline come through. He said that there are lots of benefits to this but it is all because of Cuomo and New York State where they pay to play. In April of 2018, Roy Kelly, Jr. with CPV was sentenced to Federal Prison as was Cuomo's top aid, Joseph Percoco. These are the people we are dealing with. He knows individuals who have tried to save their towns but were slapped with lawsuits and he saw a generation of kids try to stop this plant. Everyone talks about the environment and health and in the Town of Waywayanda they eliminated the cultural resource management law that gave the Town Historian the ability to make the determination on the impact in regard to the SEQRA process and such. Within a week a horse head ended up in the pool of a female Democratic that terrified her and the whole Town. This is what's coming your way so fight for your town because they don't stop.

Scott Martens, Minisink, said he has been very active in the battle against the CPV power plant which has split the community but wealth means nothing if you don't have your health. A lot was said here tonight and he feels that this Danskammer proposal is completely unnecessary. We are decreasing our energy consumption on a statewide level because of solar, hydro and wind power so to say they are not ready is not true. To see for yourself you can drive thirty miles to the Town of Minisink where we have solar farms popping up all over the place so it is possible. What these companies do is called segmentation. They will come and tell you about the effects of their own Plant but they won't tell you about the horrible environmental destruction that happens when the gas is drilled in our neighboring state of Pennsylvania and thousands of water wells are contaminated. People have to drink out of containers dropped off by these companies because they have spoiled their wells and he doesn't think the people here want that to happen to them. When you are thinking about the environmental health impacts of this Plant please do not let their segmentation narrow your judgement. He implored the

Council to do their research and think about their constituents and don't make the same mistakes that Middletown and other areas have made.

James Turner, City of Newburgh said there is no future in oil which is why they are switching to fracked gas and there is no future there. Oil is maxed out as we have used sixty percent of the Earth's entire resources and we are now becoming aware of the situation we have gotten ourselves into. Danskammer is a development project so it's all about the money. It's not about your jobs or energy it's about a development project.

Gabriel Herrera, City of Newburgh asked about lighting up the Skate Park because he fell and broke his wrist. He has been working with Efrain and they are all about supporting the kids. His brother plays for Puebla which is taking a profit from the Park and nothing is being done about it. They are lying to the kids.

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

Paige Tooker 78 Benkard Avenue, Newburgh, New York, 12550 718 704 6954

LED STREETLIGHT GRANT OVERLOOKED in NEWBURGH – Originally Proposed by Mayor Judy Kennedy

I recently moved to Newburgh and immediately noticed many streetlights out especially in high crime areas, but also on Broadway and River Road.

One night a friend and I drove around after dark and made a list of 53 lights out in just a 10 block area. (This is an incomplete list and we estimate that a staggering 100 - 125 lights are currently not operating in the city of Newburgh).
*Please see list 53 lights out

The city of Newburgh is currently under contract with Central Hudson to maintain all streetlights. Central Hudson is currently charging Newburgh for electricity as if all lights were in operation.

The city is paying an electricity bill for street lights that are out and broken and Newburgh is currently paying Central Hudson to maintain the streetlights and to keep them in operating order.

Central Hudson is not being held accountable. And Newburgh taxpayers are is paying electric bills for high-energy usage vapor lights for streetlights that are actually out.

I would like to offer a solution:

Mayor Judy Kennedy was working on a grant for LED lighting for Newburgh when she left office. Governor Cuomo introduced the grant called Street Smart Lighting for municipalities to replace high cost vapor lites with efficient cost effective LED lites -. Our new Mayor is also supportive of this grant.

A budget study of the city of Newburgh was in process under the direction of Mayor Judy Kennedy.
*please see a copy of this cost summery for the city of Newburgh

The project proposal includes all elements of delivering a turn-key project of new LED lights to the City. The project allows the municipality to implement the project with no out of pocket cost.

NYPA performs engineering design work, conducts procurement for installation labor and materials, provides construction oversight and offers low cost financing, until the project is complete.

The terms of the loan are matched up with the savings that result from the upgrade to LED, and in the case of the City of Newburgh, taking a 5 year loan for the project leaves the city with positive cash flow.

Mayor Judy Kennedy was working with Jesse Scott on this program & Governor Cuomo's office recently asked Jesse Scott to reach out to the current City officials of Newburgh to revisit this grant..
He can be reached for a meeting at: Jesse Scott (914) 390-8107 (office)(914) 265-0674 (cell)
jesse.Scott@NYP.gov

Over 100 towns are now in the process of getting new LED lights installed in their towns including Beacon, Poughkeepsie, Peekskill, New Windsor, Kingston, New Paltz, Syracuse, Rochester to name a few. Newburgh cannot opt out of this program. The residents of this city deserve proper lighting.

Paige Tooker
paigetooker@icloud.com

Total Project Summary
New York Power Authority - Energy Efficiency Program
Town of Newburgh - LED Street Lighting Project

January 17, 2018

Project Cost: CONCEPTUAL COST ESTIMATE				
Total Fixtures: 2110 (2% of labor cost)	Construction Costs:	Material	Labor	
	Sample Fixtures:	\$203,502.45	\$254,850.00	
	Mandatory Fuses:	\$2,850.00	\$1,500.00	
	Wiring:	\$158,250.00	\$0.00	
	Asbestos Abatement:	\$0.00	\$52,750.00	
	Allowance:	\$0.00	\$0.00	
	Payment and Performance Bonds:	\$0.00	\$25,485.00	
	Permits:	\$0.00	\$6,691.70	
	Totals:	\$0.00	\$0.00	
		\$364,602.45	\$341,276.70	
Total Material, Labor, & Asbestos:		\$705,879.15		
Contingency: 10%		\$70,587.92		
Subtotal:		\$776,467.07		
Abatement Design & Monitoring:		\$4,000.00		
Hazardous Waste Disposal Cost:		\$8,440.00		(Disposal of old fixtures - allowance)
Environmental Subtotal:		\$12,440.00		
Material Handling Cost:		\$0.00		
Design, & Construction Mgt:		\$97,058.38		
NYPA Project Mgt. & Administrative:		\$110,745.68		(Sec Note # 1)
Project Management Subtotal:		\$207,804.06		
Purchase of Fixtures		\$493,740.00		(See Note #4)
Project Subtotal:		\$1,490,451.13		
Interest During Construction (IDC):		\$34,884.89		(See Note # 2)
Total Project Cost:		\$1,525,336.02		
Estimated Energy Savings				
<u>Estimated Electrical Savings:</u>		<u>Estimated Fuel Savings:</u>	<u>MMBtu Savings:</u>	<u>Cost Savings:</u>
kWh Savings:	803,388	Natural Gas:	0 ccf	0.0 \$0.00
kWh Cost Savings: \$	70,623.56	Oil Savings:	0 gal	0.0 \$0.00
Monthly kW Savings: N/A		Steam (100 psi):	0 lbs	0.0 \$0.00
kW Cost Savings: N/A		Other:	0	0.0 \$0.00
Total Electrical Savings:	\$70,623.56		0.0	\$0.00
Total Energy Savings:	\$70,623.56	Maint. Savings:	\$340,153.71	Est. Total Savings: \$410,777.27
Simple Payback				
Total Project Cost With IDC:		\$1,525,336.02		
Estimated Rebates & Incentives:		\$0.00		
Net Project Cost:		\$1,525,336.02		
Total Amount Saved:		\$410,777.27		
Simple Payback:		3.71		
Project Financing				
TOTAL AMOUNT FINANCED:		\$1,525,336.02		(Rebates & Incentives Not Included)
Interest Rate:		4.00%		(See Note # 3)
Years Financed:		5		
Number of Payments:		60		
Annual Debt Service to NYPA:		\$337,096.61		
Monthly Debt Service to NYPA:		\$28,091.38		
Total Project Cost after Financing:		\$1,685,483.07		
Total Annual Savings:		\$410,777.27		
Payback With Financing:		4.10		
Annual Cash Flow:		\$73,680.66		

Notes:

1. NYPA Project Mgt. & Administrative represents a fee of 12.5% of the Construction Costs, Asbestos Abatement, Design & Construction Fee, and associated contingencies.
2. Interest During Construction (IDC) Estimated based on 3.5% interest rate.
3. Financing assumed at 4% interest. Actual rate is variable.
4. Includes cost of purchasing LED fixtures from Central Hudson

Over 50 Street Lights out in a 10 block area in the city of Newburgh NY

(Where tags on light poles are not legible or missing cross streets and intersections are noted)

- (1) Pole # N619 - Washington Street between Mill and S. Robinson St.
- (1) Pole # N20057 - Washington Street between S. Robinson and Mill (at Church St.)
- (1) Pole # N17368 - W. Parameter St. between S. Robinson & Mill St.
- (1) Pole # N1686 - Intersection of Liberty St. and South William St.
- (1) Pole # 20266 - Intersection of Renwick St. and John Street
- (1) No Pole Tag or illegible tag - Renwick St. at John Street
- (1) Pole # N4209 - Colden between S. William and Washington Streets
- (1) Pole # N4208 - Colden between S. William and Washington Streets
- (2) Pole # 121973 - Washington between Liberty and Federal St.
- (1) No Pole tag or illegible tag - Intersection Hasbrook and William street
- (1) Pole # N21904 -Mill Street and Avoca
- (1) Pole # 3226- Intersection of Colden and Washington St.
- (1) Pole # 41778 - Intersection of Washington and Federal Streets
- (1) Pole # 912 - Municipal Parking lot at Ann Street
- (2) Pole # 21709 - Municipal Parking lot at Ann Street
- (1) Pole # 916 -Municipal Parking at Ann Street
- (1) Pole # 50889 - Broadway between Clark St and Johnson St.
- (1) No Pole Tag or illegible tag - Broadway between City Terrace and Dubois St
- (2) No Pole Tag or illegible tag- Broadway between Concord/Mill Streets and City Terrace
- (1) No Pole Tag or illegible tag -2nd Street between Grand St. and Montgomery St.
- (2) No Pole Tag or illegible tag - 22nd Street between River Road and Colden
- (1) No Pole Tag or illegible tag -Intersection of Renwick St. and Colden
- (5) Old fashioned Style Lamp Posts - On River Road between Renwick St and Washington St
- (11) Old Fashioned Style Lamp Post Street Lights - On River Road between Washington and 2nd
- (9) Old Fashioned Style lamp post Street Lights- Colden street between Washington & 4th Street
- (1) No Pole Tag or illegible tag - Municipal Parking Lot at River Road
- (1) No Pole Tag or illegible tag - Intersection of Colden and River Road
- (1) Old Fashioned Style lamp Post Street Lights - Intersection of River Road and Renwick St.
- (2) No Pole Tag or illegible tag - On Liberty Street Between Washington Street and Broadway
- (7) No Pole Tag or illegible tag- On Broadway Between Liberty St and Chambers Street

Paige Tooker
78 Benkard Ave
Newburgh, N.Y. 12550
718 704 6954

paigetooker@icloud.com



One-Stop Shop to Cut Energy Costs with NYPA

The New York Power Authority (NYPA) can provide local governments throughout New York State with a one-stop solution to replace inefficient streetlights with cleaner, more efficient, LED technology.

NYPA provides technical expertise on the design, procurement, construction and maintenance for a turnkey replacement project.

Get upfront financing from NYPA for your transition to LED streetlight technology and, if needed, financing for the purchase of the street lighting system from your utility.

NYPA's financing program allows for payments to be made from your operating budget, so there is no need to issue bonds. Customers also have the option to defer repayment to NYPA until the LED conversion is completed.

Benefits of Working with NYPA

- **Simple** – Full project management, making project easy to undertake. Single point of contact
- **Cost Savings** – Save money with reduced energy use and fixtures that last longer, minimizing maintenance. Bulk discount on material pricing
- **Safer** – Provide better quality light with higher clarity
- **Independence** – Municipal ownership of streetlight assets offers control over lighting levels and design

- **Maintenance** – Guidance on available options
- **Greener and Saves Energy** – Significantly reduce your municipality's carbon footprint
- **Smarter** – Consider LED products capable of employing SMART City Technology, including accurate lighting information, outage detection and remote management
- **NYPA Upfront Financing** – Easy on your budget with payments made in the years following through cost-savings created by the reduced energy use. Competitive rates for qualified customers

To Register:

To learn more about partnering with NYPA to switch your municipality to LED street lighting, and registering for more information visit www.nypa.gov/LED
#SmartStreetLightingNY



Scan for details

Additional Information: nypa.gov | NYPAEnergySolutions@nypa.gov

A Program of the New York Power Authority



INTERNATIONAL UNION OF OPERATING ENGINEERS LOCAL 825

AFFILIATED WITH AFL-CIO

65 SPRINGFIELD AVENUE, 3RD FLOOR, SPRINGFIELD, NJ 07081

973-671-6900 • FAX 973-921-2918

September 9, 2019

BRANCH OFFICES

96 BATES GATES ROAD
SUITE 70
NEW HAMPTON, NY 10958
TEL 845-674-9020
FAX 845-674-9025

3242 ROUTE 206
BUILDING A, UNIT 6
BORDENTOWN, NJ 08505
TEL 856-470-1480
FAX 856-470-1485

GREGORY LALEVEE
BUSINESS MANAGER

City of Newburgh City Council
83 Broadway
Newburgh, NY 12550

Dear City Council Members,

My name is Tim Muller, I am a Business Representative with the Operating Engineers Local 825, and have been a resident of Orange County for over 50 Years. Local 825 represents over 7300 members throughout its jurisdiction which includes the City of Newburgh here in Orange County. Our members operate heavy equipment such as the cranes, bulldozers, excavators, loaders and backhoes that you see on construction sites as well as work in quarries, blacktop and concrete plants, and rental and repair facilities.

I am here tonight once again, to respectfully request that the City Council of the City of Newburgh give full consideration to the Danskammer Energy Center's repowering plan - and to wait until all studies have been completed and reviewed before taking a negative position on the project. I feel it is very important to make an informed, educated decision on the area's needs and on the benefits of the Project itself.

With regard to the construction aspect of the project, the site work alone could provide my members with thousands of hours of work which is needed for them to provide for their families. Many of our members live in the area. While many say construction jobs are only temporary jobs, it's jobs like these that support our member's families.

It is my hope that after careful review and consideration of the studies performed, the City Council of the City of Newburgh will decide against any resolution condemning the project, and acknowledge the benefits of constructing it.

Sincerely,

Timothy R. Muller
Business Representative
New Hampton Branch Office

CITY OF BEACON



Amanda C. Caputo
Deputy City Clerk
One Municipal Plaza, Suite One
Beacon, New York 12508

Telephone	(845) 838-5005
Facsimile	(845) 838-5012

I, AMANDA C. CAPUTO, Deputy City Clerk of the City of Beacon, New York, do hereby certify
that the attached is a true and accurate copy of Resolution No. 106 of 2019 entitled

RESOLUTION REGARDING DANSKAMMER POWER PLANT PROPOSAL

adopted by the Beacon City Council at a regular meeting held on August 5, 2019. Council Member
McCredo made the motion that the resolution be adopted. Council Member Grant seconded the
motion. On roll call, Council Members Nelson, McCredo, Grant, Mansfield, Kyriacou and Mayor
Casale voted in favor (6). Council Member Rembert was absent (1). Motion carried.

WITNESS THERE I have set my hand and seal of the City of Beacon this 8th day of August,
2019.

Signed

Amanda C. Caputo, Deputy City Clerk

SEAL



WHEREAS, the 2018 Reliability Needs Assessment of the New York Independent System Operator (dated October 2018), found no statewide gap in power generation or transmission capacity in the next decade, notwithstanding the impending closing of the Indian Point nuclear power plants, although this may be dependent on continuing to operate existing peaker facilities; and

WHEREAS, two new power plants in the Hudson Valley have recently been built, partly in response to Federal incentives to provide capacity for the New York metropolitan region, as opposed to providing capacity to serve only the Hudson Valley; and

WHEREAS, New York State recently passed the Climate Leadership and Community Protection Act, which sets targets of 70% renewable electricity by 2030, 100% carbon-free electricity by 2040, and net zero carbon emissions economy-wide by 2050; and

WHEREAS, the proposed power if constructed is expected to employ hundreds of local workers at prevailing wages under a project labor agreement; and

WHEREAS, the property taxes and other financial payments from the proposed plant will not benefit Beacon;

NOW THEREFORE, BE IT RESOLVED, that the City Council of the City of Beacon supports the City of Beacon entering into party status for the project's Article 10 proceedings,

BE IT FURTHER RESOLVED, that the City Council of the City of Beacon, based on the information currently before it, opposes the construction of a new power plant on the Hudson River in the Mid-Hudson Valley; noting that the Council will fully and objectively take into account any new and additional information provided by way of the full formal Article 10 application process; and further noting that for a positive recommendation, such additional information would have to demonstrate the statewide necessity of such additional power generation capacity, as well as the statewide inability to provide any alternative timely sources with lesser negative impacts on air quality and the local economy; and

BE IT FURTHER RESOLVED, that the City Council of the City of Beacon urges Governor Cuomo and the Power Plant Siting Board convened under Article 10 of the State Public Service Law to take into account the concerns and position stated herein when considering Danskammer's proposal to build and operate a new facility; and

BE IT FURTHER RESOLVED, that the City Council of the City of Beacon urges Governor Cuomo and New York State to focus additional economic development resources into the Hudson Valley to provide prevailing wage jobs for the construction and operation of clean power generation, brownfield clean-up, or other appropriate economic development projects in the Hudson Valley; and



VILLAGE OF COLD SPRING

85 MAIN STREET, COLD SPRING, NY 10516

TEL: (845) 265-3611

FAX: (845) 265-1002

WEB: WWW.COLDSPRINGNY.GOV

DAVE MERANDY, MAYOR
mayor@coldspringny.gov
MARIE EARLY, TRUSTEE
trustee.early@coldspringny.gov
LYNN MILLER, TRUSTEE
trustee.miller@coldspringny.gov
FRANCES MURPHY, TRUSTEE
trustee.murphy@coldspringny.gov
STEVE VOLOTO, TRUSTEE
trustee.voloto@coldspringny.gov

JEFF VIDA KOVICH, CLERK/TREASURER
vcsclerk@coldspringny.gov
MICHELLE ASCOLILLO, ACCOUNTANT
treasurer@coldspringny.gov
LARRY BURKE, OFFICER-IN-CHARGE
lburke@coldspringny.gov
GREGORY R. PHILLIPS, WATER SUPERINTENDENT
vcswater@bestweb.net
ROBERT DOWNEY, HIGHWAY DEPARTMENT CREW CHIEF
highway@coldspringny.gov

RESOLUTION #14-2019 OPPOSING THE DANSKAMMER BUILD OUT PROPOSAL

The following resolution was offered by Mayor Dave Merandy for adoption and seconded by Trustee Steve Voloto, to wit:

Whereas, the Village of Cold Spring has supported the Community Choice Aggregation program which allows municipalities to purchase energy with the goal of lowering energy bills and increasing access to clean, renewable resources; and,

Whereas, the Danskammer project will use fossil fuels which is in opposition to the Village's goal; and, Whereas, the result of this project is a plant which will release pollutants such as methane, Carbon monoxide, and Carbon Dioxide into the air, which will cause health risks such as pulmonary diseases and more, and will accelerate climate change; and,

Whereas, while the expansion of the Danskammer plant would create jobs, the implementation of clean, renewable, energy sources such as solar and wind could decelerate climate change, and create even more jobs than the Danskammer plant; and,

Whereas, while carbon fees and other programs designed to reduce emissions could cause consistent operation to be too expensive, capacity charges on all Central Hudson rate payers will continue throughout the plant's lifetime of 40 or more years;

Therefore be it resolved that the Village of Cold Spring Board of Trustees calls upon the Public Service Commission to reject the Danskammer application;

**RESOLUTION
OPPOSING THE DANSKAMMER BUILD OUT PROPOSAL**

WHEREAS, The Danskammer project would be a massive 550- Megawatt fracked gas plant burning fossil fuels around the clock. The project would emit greenhouse gasses, including carbon and methane, further exacerbating climate change.

WHEREAS, the Danskammer build out proposal is against the stated values of Esopus' Smart Climate Community pledge and is detrimental to our quality of life, our economy, our health and environment.

NOW, THEREFORE, BE IT RESOLVED that the Town Board of the Town of Esopus calls upon the Public Service Commission to reject the Danskammer application; and

BE IT FURTHER RESOLVED that the Town Clerk is directed to submit this statement to the Public Service Commission and to send a copy of this resolution to New York State Governor Andrew M. Cuomo, U.S. Senator Kirsten Gillibrand, U.S. Senator Charles Schumer, U.S. Congressman Antonio Delgado, New York State Senator Jen Metzger, New York Assembly Member Kevin A. Cahill, Ulster County Executive Patrick K. Ryan, Ulster County Legislative Chair Tracey Bartels, Ulster County Legislator Laura Petit and Legislator James Delaune.

OFFERED BY: COUNCILPERSON CHRIS FARRELL
SECONDED BY: COUNCILPERSON KATHIE QUICK

Councilperson Gloria Van Vliet	absent
Councilperson Jared Geuss	absent
Councilperson Kathie Quick	Aye
Councilperson Chris Farrell	Aye
Supervisor Shannon Harris	Aye

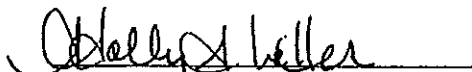
Certification

**STATE OF NEW YORK
COUNTY OF ULSTER**

I, Holly A. Netter, the undersigned Town Clerk of the Town of Esopus, do hereby certify that the annexed extract of Minutes of the Town Board of said Town, Duly called and held August 6, 2019 Records of the Town, and the same is a true and correct copy of the original and the whole thereof.

I **WITNESS WHEREOF**, I have here unto set my hand and affixed the seal of the Town this 08 day of August 2019

(Seal)


Holly A. Netter, Esopus Town Clerk

**RESOLUTION OF THE VILLAGE OF NEW PALTZ BOARD EXPRESSING
OPPOSITION TO THE DANSKAMMER BUILD OUT PROPOSAL**

WHEREAS, climate change requires immediate action, we need to stop incrementally expanding fossil fuel energy generation and fully ramp up on renewables and we need to make tough choices in the face of entrenched, narrow, short-term interests; and,

WHEREAS, these seemingly small and scattered decisions that extend fossil fuel dependency are neither small or insignificant, as they cumulatively add up to a whole system that supports and reinforces the continuation of our reliance on fossil fuels, and we need to diverge from this path; and,

WHEREAS, according to Food and Water Watch, "The Danskammer would be a massive 550 MW fracked gas plant posing huge risks to the air and water of the local community -- and worsening our climate crisis by burning dirty fossil fuels around the clock" and,

WHEREAS, we have the science and technology and we need to show that we have the will to transition to a clean, green economy; and,

WHEREAS, the Danskammer build out proposal is against the stated goals of our governor, is wrong for our economy, our health, and the environment;

THEREFORE BE IT RESOLVED, that the Village New Paltz Board call upon the Public Service Commission to reject the Danskammer application; and,

BE IT FURTHER RESOLVED, that the Village Clerk is directed to submit this statement to the Public Service Commission and to send a copy of this resolution to U.S. Senator Kirsten Gillibrand, U.S. Senator Charles Schumer, Governor Andrew Cuomo, State Senator Jen Metzger, State Assemblyman Kevin Cahill, Ulster County Executive Adele Reiter, City of Kingston Mayor Steve Noble, Ulster County Legislative Chair Tracey Bartels, Ulster County Legislator Hector Rodriguez, and Ulster County Legislator James Delaune.



1915 Lucas Avenue
Cottkill, NY 12419

Phone (845) 658-3159
Fax (845) 658-8744

June 13, 2019

U. C. Legislative Chair Tracey Bartels
P.O. Box 1800
Kingston, NY 12402

Dear Legislator Chair Bartels,

Enclosed you will find a copy of Resolution 06-2019-08 passed by the Town of Rosendale Town Board in regards to Opposing the Danskammer Build Out Proposal.

Your support issue would be greatly appreciated.

Sincerely,

Alexis Vera
Deputy Town Clerk

RECEIVED

JUN 17 2019

ULSTER COUNTY LEGISLATURE

RESOLUTION – OPPOSING THE DANSKAMMER BUILD OUT PROPOSAL

WHEREAS, climate change requires immediate action, we need to stop incrementally expanding fossil fuel energy generation and fully ramp up on renewables and we need to make tough choices in the face of entrenched, narrow, short-term interest; and

WHEREAS, these seemingly small and scattered decisions that extend fossil fuel dependency are neither small or insignificant, as they cumulatively add up to the whole system that supports and reinforces the continuation of our reliance on fossil fuels, and we need to diverge from this path; and

WHEREAS, according to Food and Water Watch, “The Danskammer would be a massive 550 MW fracked gas plant posing huge risks to the air and water of the local community – and worsening our climate crisis by burning dirty fossil fuels around the clock”; and

WHEREAS, we have the science and technology and we need to show that we have the will to transition to clean, green economy; and

WHEREAS, the Danskammer build out proposal is against the stated goals of our Governor, is wrong for our economy, our health and the environment.

NOW, THEREFORE, BE IT RESOLVED that the Town Board of the Town of Rosendale calls upon the Public Service Commission to reject the Danskammer application; and

BE IT FURTHER RESOLVED that the Town Clerk is directed to submit this statement to the Public Service Commission and to send a copy of this resolution to New York State Governor Andrew M. Cuomo, U.S. Senator Kirsten Gillibrand, U.S. Senator Charles Schumer, U.S. Congressman Antonio Delgado, New York State Senator Jen Metzger, New York State Assembly Member Kevin A. Cahill, Ulster County Executive Patrick K. Ryan, Ulster County Legislative Chair Tracey Bartels and Ulster County Legislator Manna Jo Greene.

Motion made at a meeting of the Town Board of the Town of Rosendale, June 12, 2019 by Supervisor Walsh and seconded by Councilman Hughes.

VOTING MEMBERS:

Councilman Hughes Yes

Councilman Igoe Yes

Councilman Klepeis Yes

Councilman Pryslopski Yes

Supervisor Walsh Yes

Town Seal


Mandy Donald – Town Clerk

Sign-on Letter to Governor Cuomo against the Danskammer Power Plant from New York Elected Officials

The Honorable Andrew M. Cuomo
Governor of New York State
NYS State Capitol Building
Albany, NY 12224

Stop a dangerous fracked gas power plant on the Hudson River

--Sponsored by Food & Water Watch, New York Public Interest Research Group, Scenic Hudson, Hudson River Sloop Clearwater, New York Communities for Change, 350.org, Riverkeeper, Catskill Mountaintkeeper, Sane Energy Project, Mothers Out Front, Northeast Organic Farming Association--New York, New Yorkers For Clean Power, Citizens for Local Power, Newburgh Clean Water Project, Friends of the Earth, Orange Residents Against the Pilgrim Pipelines and the Hudson Valley Young Farmer's Coalition.

[Please direct any questions to Andrew Pezzullo at Food & Water Watch (apezzullo@fwwatch.org) or Santosh Nandabalan at Food & Water Watch (snanadabalan@fwwatch.org).]

Dear Governor Cuomo,

We, the undersigned elected officials, urge you to deny Danskammer, LLC the permits for building a new, baseload year-round fracked natural gas and diesel-burning power plant in Newburgh, New York. The communities we represent have great concerns about the expansion of fossil fuel infrastructure including natural gas pipelines and power plants across the Hudson Valley and throughout New York.

The Danskammer power plant threatens nearby communities and risks locking New York State into decades of fossil fuel dependence and emissions. As an alternative, for the health and economic future of our communities, and to avoid the worse impacts from climate change, we ask that your administration not permit the proposed plant and lead the way in meeting aggressive renewable energy goals.

We strongly urge you to oppose this power plant for the following reasons:

- 1) The project contradicts the values of your Green New Deal policies. Pollution from greenhouse gases, including carbon and methane, emitted from Danskammer would further exacerbate the climate crisis. The existing Danskammer plant, while aging and inefficient, serves to meet peak energy demand and runs only a few days a year. In contrast, the proposed plant would be a baseload facility, running nearly all the time. The math here is simple: despite efficiency gains, total emissions will increase dramatically—tenfold or more.
- 2) In addition to climate change impacts, the proposed plant threatens our air and water quality. The Hudson Valley has already seen the approval of Competitive Power Ventures (CPV) and Cricket Valley. Adding the emissions from the proposed Danskammer facility would drastically worsen the air quality in the Hudson Valley and increase the public health risks for asthma and other diseases for surrounding residents. In addition, up to 1 million gallons of diesel fuel and 30,000 gallons of aqueous ammonia proposed to be stored on-site presents a significant threat, if the plant is sited and a spill were to occur.
- 3) The existing plant was severely flooded during Hurricane Sandy, resulting in the plant's closure for 2 years before it went back online in 2014. The plant site remains extremely vulnerable to severe storm events, such as superstorms Sandy, Irene, and Lee, as well as sea-level rise that is already affecting Hudson waterfront communities. Anticipated sea level rise on the Hudson River, more frequent severe precipitation events and more severe storm surge collectively make the Danskammer site a risky location for energy development.
- 4) Redevelopment of the Danskammer plant would erode the natural and aesthetic beauty of the Hudson River Valley, which is a major driver of the region's \$5.3 billion tourism economy and cherished by visitors from around the globe, as well as state residents who see the Hudson Valley as an exemplary place to live, work and play. Of critical importance to New York's long-term economic future, prominent locations

Ramona Monteverde, City of Newburgh Council Member, Ward 2
 Anthony Grice, City of Newburgh Council Member At-large
 Terry Nelson, City of Beacon Council member, Ward 1
 Amber Grant, City of Beacon Council member, Ward 4
 Jodi McCredo, City of Beacon Council member, Ward 3
 Steve Noble, City of Kingston Mayor
 Jeffrey Ventura Morrell, City of Kingston Alderman, Ward 1
 Tim Rogers, Village of New Paltz Mayor
 Kathleen Tobin, Village of New Paltz Deputy Mayor
 Don Kerr, Village of New Paltz Trustee
 Dennis Young, Village of New Paltz Trustee
 William Murray, Village of New Paltz Trustee
 Daniel Torres, Town of New Paltz Council member
 David Brownstein, Town of New Paltz Council member
 Neil Bettez, Town of New Paltz Supervisor
 Marybeth Majestic, Town of Gardiner Supervisor
 Laura Faye Walls, Town of Gardiner Council member
 Mike Reynolds, Town of Gardiner Council member
 Waren Weigand, Town of Gardiner Council member
 David Dukler, Town of Gardiner Council member
 Jeanne Walsh, Town of Rosendale Supervisor
 Matthew Igoe, Town of Rosendale Council member
 John Hughes, Town of Rosendale Council member
 Ernest Klepeis, Town of Rosendale Council member
 Chris Pryslopski, Town of Rosendale Council member
 Michael MacIsaac, Town of Saugerties Council member
 John Schoonmaker, Town of Saugerties Council member
 Chris Farrell, Town of Esopus Council member
 Claire Winslow, Town of Lloyd Council member
 Michael Guerriero, Town of Lloyd Council member
 Orlando Perez, Town of Chester Council member
 Faye Storms, Town of Shandaken Council member
 Brendan Coyne, Village of Cornwall-on-Hudson Mayor
 Steve Voloto, Village of Cold Spring Trustee
 Judy Farrell, Town of Philipstown Council member
 Robert Flaherty, Town of Philipstown Council member
 Michael Leonard, Town of Philipstown Council member
 Dove Pedlosky, Village of Nelsonville Trustee
 Khalid Bey, City of Syracuse Councilor-at-Large
 Quantel Bazemore, Village of Ossining Trustee
 Alan Cohen, City of Oneida Council member
 Elizabeth Spinzia, Town of Rhinebeck Supervisor
 Allan Scherr, Town of Rhinebeck Deputy Supervisor
 Edward Roberts, Town of Rhinebeck Council member
 Brennan Kearney, Town of Rhinebeck Council member
 Chauncey Walker, Town of Rhinebeck Council member
 John Rossi, Village of Rhinebeck Trustee
 Robert McKeon, Town of Red Hook Supervisor
 Harry Colgan, Town of Red Hook Deputy Supervisor
 William O'Neill, Town of Red Hook Council member
 Christine Kane, Town of Red Hook Council member
 Sarah Imboden, Town of Red Hook Council member
 Ed Blundell, Village of Red Hook Mayor
 Brent Kovalchik, Village of Red Hook Trustee
 Jay Trapp, Village of Red Hook Trustee
 Jennifer Norris, Village of Red Hook Trustee
 Charles Laing, Village of Red Hook Trustee
 Debra Middlebrook, Town of Millerton Mayor
 Stephen Waite, Town of Millerton Deputy Mayor
 David Sherman, Town of Millerton Trustee
 Jennifer Najdek, Town of Millerton Trustee
 Christine Bates, Town of Millerton Trustee
 Maureen Cunningham, Town of Bethlehem Board member
 Carlina Rivera, New York City Council member

9. Yes, I am willing to help this effort by...

Check all that apply.

- ☐ Encourage my elected colleagues to sign on the letter (any NY elected can sign)
- ☐ Submit an op-ed in my local paper on this issue
- ☐ Speak at a press conference in my area
- ☐ Introduce a resolution in my municipality
- ☐ Other: _____

10. Are you authorized to sign this pledge? *

This pledge is only open to elected officials (local, state, federal) in the United States. Your name and title will be public.

Mark only one oval.

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- Letter
- Published: 01 July 2019

Committed emissions from existing energy infrastructure jeopardize 1.5 °C climate target

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Nature **572**, 373–377 (2019)

Abstract

Net anthropogenic emissions of carbon dioxide (CO₂) must approach zero by mid-century (2050) in order to stabilize the global mean temperature at the level targeted by international efforts^{1,2,3,4,5}. Yet continued expansion of fossil-fuel-burning energy infrastructure implies already ‘committed’ future CO₂ emissions^{6,7,8,9,10,11,12,13}. Here we use detailed datasets of existing fossil-fuel energy infrastructure in 2018 to estimate regional and sectoral patterns of committed CO₂ emissions, the sensitivity of such emissions to assumed operating lifetimes and schedules, and the economic value of the associated infrastructure. We estimate that, if operated as historically, existing infrastructure will cumulatively emit about 658 gigatonnes of CO₂ (with a range of 226 to 1,479 gigatonnes CO₂, depending on the lifetimes and utilization rates assumed). More than half of these emissions are predicted to come from the electricity sector; infrastructure in China, the USA and the 28 member states of the European Union represents approximately 41 per cent, 9 per cent and 7 per cent of the total, respectively. If built, proposed power plants (planned, permitted or under construction) would emit roughly an extra 188 (range 37–427) gigatonnes CO₂. Committed emissions from existing and proposed energy infrastructure (about 846 gigatonnes CO₂) thus represent more than the entire carbon budget that remains if mean warming is to be limited to 1.5 degrees Celsius (°C) with a probability of 66 to 50 per cent (420–580 gigatonnes CO₂)⁵, and perhaps two-thirds of the remaining carbon budget if mean warming is to be limited to less than 2 °C (1,170–1,500 gigatonnes CO₂)⁵. The

for Action (CARMA) database: <http://carma.org/>; (4) the CoalSwarm database: <https://endcoal.org/tracker/>; and (5) vehicle sales data: <https://www.statista.com/markets/419/topic/487/vehicles-road-traffic/>. The sixth data set includes unit-level data for Chinese iron, steel and cement infrastructure, which we obtained directly from the Chinese Ministry of Ecology and Environment. We do not have permission to share the raw data, but we provide it in an aggregated form (Extended Data Fig. 2).

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Contributions

S.J.D., D.T. and Q.Z. designed the study. D.T. performed the analyses, with support from Q.Z., Y.Z. and C.S. on datasets, and from S.J.D., Q.Z., K.C., C.H. and Y.Q. on analytical approaches. D.T. and S.J.D. led the writing with input from all coauthors.

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Ethics declarations

Competing interests

The authors declare no competing interests.

Additional information

Publisher's note: Springer Nature remains neutral with regard to jurisdictional claims in published maps and institutional affiliations.

Extended data figures and tables

Extended Data Fig. 1 Changes in commitments from existing energy infrastructure. - [/articles/s41586-019-1364-3/figures/5](#)

a, b, Estimates of future CO₂ emissions every four years (1998, 2002, 2006, 2010, 2014 and 2018) by industry sector (**a**) and country/region (**b**), assuming historical lifetimes and utilization rates. **c, d**, Corresponding changes in remaining commitments by industry sector (**c**) and country/region (**d**). Source Data

Supplementary information

Supplementary Information - https://static-content.springer.com/esm/art%3A10.1038%2Fs41586-019-1364-3/MediaObjects/41586_2019_1364_MOESM1_ESM.pdf

This file contains legends to Supplementary Tables 1-7.

Supplementary Tables 1-7 - https://static-content.springer.com/esm/art%3A10.1038%2Fs41586-019-1364-3/MediaObjects/41586_2019_1364_MOESM2_ESM.xlsx

Source data

Source Data Fig. 1 - https://static-content.springer.com/esm/art%3A10.1038%2Fs41586-019-1364-3/MediaObjects/41586_2019_1364_MOESM3_ESM.xlsx

Source Data Fig. 2 - https://static-content.springer.com/esm/art%3A10.1038%2Fs41586-019-1364-3/MediaObjects/41586_2019_1364_MOESM4_ESM.xlsx

Source Data Fig. 3 - https://static-content.springer.com/esm/art%3A10.1038%2Fs41586-019-1364-3/MediaObjects/41586_2019_1364_MOESM5_ESM.xlsx

Source Data Fig. 4 - https://static-content.springer.com/esm/art%3A10.1038%2Fs41586-019-1364-3/MediaObjects/41586_2019_1364_MOESM6_ESM.xlsx

Source Data Extended Data Fig. 1 - https://static-content.springer.com/esm/art%3A10.1038%2Fs41586-019-1364-3/MediaObjects/41586_2019_1364_MOESM7_ESM.xlsx

Source Data Extended Data Fig. 2 - https://static-content.springer.com/esm/art%3A10.1038%2Fs41586-019-1364-3/MediaObjects/41586_2019_1364_MOESM8_ESM.xlsx

Source Data Extended Data Fig. 3 - https://static-content.springer.com/esm/art%3A10.1038%2Fs41586-019-1364-3/MediaObjects/41586_2019_1364_MOESM9_ESM.xlsx

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Source Data Extended Data Fig. 6 - <https://static-content.springer.com/esm/art%3A10.1038%2Fs41586-019-1364-1485>

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Nature

ISSN 1476-4687 (online)

nature s ar h

SPRINGER NATURE

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

Councilman Grice thanked everyone who came out and stayed for the comments. He was happy to hear in the City Manager's report about code enforcement at the corner of Lutheran and Broadway. He is also happy about the Baxter Project and knows that Corporation Counsel and other departments worked hard on that. He is excited about the Municipal ID's and that we hit the one thousand mark. To the IPA's, that was put in place by Mayor Judy Kennedy but we are all homeowners and we pay those same taxes. What was happening in 2016 was that some people took advantage of the IPA's so they wanted to have a public hearing. In regard to the street lights, we have been working on a Grant so that is something we are aware of. In regard to people coming to the City of Newburgh because this is where we have the services, he doesn't buy that argument. There are other communities that have the same situation so they need to provide those services in their communities and if they can't then they need to help us out financially for their residents. In regard to Delano-Hitch there are policies and procedures that need to be put in place. He has given some suggestions to our City Manager and that department's Director to implement as they see fit. We are working on a Grant so he disagrees that it won't take a Grant. It does need a Grant to give it that boost so the public will be invited to sessions and he is happy to have worked on this Grant.

Councilwoman Mejia reminded everyone about the Municipal ID's and that discounts with them at some of our local businesses are increasing. In regard to the IPA's, she appreciates everyone who spoke. You can listen to the past meetings to hear where she stands on that issue but it is important for the rest of the Council to hear. We have to continue to stay on top of the street lights and be consistent. She knows it is something we are working on as well as the additional entrance to the Gidney Avenue Basketball Court which we have been told is coming in September or October. On Danskammer she appreciates the feedback and opinions. It's been debated several times on this Council and she thinks it is pretty clear where she stands on this matter. The Beacon resolution is one that is a great compromise in terms of staying open-minded about what could potentially happen. She appreciates that the dialogue tonight was a bit more civilized than it has been in the past so that gives her hope about the types of conversations this community is going to have. This Council, in terms of Danskammer, needs to review the Beacon resolution and come up with similar language. She feels it's great that we have the demand for soccer here in Newburgh and it's important that the conversations we have about the usage of the field be open and transparent. One person should not be monopolizing it so we have to come up with a compromise. She supports the Recreation Department staff because they are doing the best they can with what they have but we need to come up with a process that is open, transparent and accessible to everyone. The kids come first and the adults come after that.

Derek Stanton said that just because someone doesn't know the process doesn't mean that there is not a process. There is a process for renting any of their facilities at the Recreation Department which was in place before he started here and it has continued since. There are insurance requirements and request forms that are all available on our Website or at the Recreation Department office. Five years ago there were no children playing soccer on that field. Where was everyone then? Some were using the schools or

the Armory and then someone put a program on that field and everyone is jealous about it. Why not ask the School Board to use their field?

Councilwoman Monteverde said we have to look into what is going on at the Recreation Department. She agrees with Councilwoman Mejia that we have good staff there but it is time to look at our policies and protocols and make sure that we are being transparent. Unfortunately Mr. Stanton will have to listen to what people are asking for. Moving forward she said that she has the Beacon resolution and feels it is a very good resolution. She also has information on who to reach out to and tell them why we do not need Danskammer and why it's a bad thing. *"No Danskammer, no fossil fuel"*. She commended Wayne and his crew for detecting the leaks and continuing to save the City water and money. She would also like to see the recycling tonnage go up and waste go down because we need to reduce our waste.

Councilwoman Rayford thanked God, the Christian Ministerial Fellowship for saying a Prayer and everyone who stayed and came out tonight. She feels we should stay as late as we need to hear all of the comments from the residents in the community. She thanked Christine Bello for her statement that negative circumstances can happen to anyone regarding rescinding the IPA's. She is against rescinding the IPA's and wants to keep it the way it is. The seniors are on fixed incomes and with the climate of the wages we have here we need a safety net so we need to keep this going. There was a time that she had to use this IPA system which helped her and her family stay in their home so she is thankful Judy Kennedy helped put this in place and hopes it stays. In regard to Danskammer, we have talked about this before and she is opposed. Health is over wealth any day in her book. To Derek and the Recreation Department she said they are doing a fantastic job but the people in the community need to see what you are doing. She thanked all of the departments in the City of Newburgh for working hard.

Councilman Sklarz thanked everyone for coming out tonight as it was an amazing turnout. In regard to Delano Hitch Park, he is confident that the City Manager will be able to resolve these concerns. We received a proposal to rehabilitate the entire Park and he looks forward to that progressing but it's important to get feedback from the users of the Park especially regarding the Astro turf for the soccer players. In regard to the Master Plan, we need to do something to study all of our buildings that are in need of repair when we go for assistance. We know that many of our buildings are in need of repair and he has gone through the Public Safety Building which is in bad shape so we need to have this study done. In regard to Danskammer, he feels that we have plenty of time to act on a resolution and we need to give the process more time before we take further action.

Councilwoman Sofokles said that Councilman Sklarz is correct and Mr. Diorio said it correctly tonight also but we have already committed to the intervenor process and got monies to do so we have to follow it through. There is a system and you have to go by the rules and do what you are supposed to do. It has been a thorn in her side for many years about Newburgh being a dumping ground and we have to stop it. Why is it always Newburgh? In regard to the Recreation Department, she agrees with Councilman Sklarz again that our City Manager will handle it correctly. When that property was donated to the City of Newburgh it was all about the youth.

Mayor Harvey thanked everyone for coming out tonight. Passion and tension was high but that's part of why he loves this City. There are going to be volatile, sensitive and tough

decisions made from subject matter that has to be discussed. As far as the Recreation Department is concerned, they have been looking into this matter but we have a very highly intelligent City Manager who manages the City and day to day operations. In regard to the City being used as a dumping ground for undesirables, we are the only city outside of Middletown that has homeless shelters in all of Orange County. We have been pushing this issue and talking with the County which is really where this fight is.

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

CITY MANAGER'S REPORT

Resolution No. 216-2019 - Gas & Electric Bid 2019

Councilwoman Rayford moved and seconded.

Ayes: Grice, Mejia, Monteverde, Rayford, Sklarz, Sofokles, Harvey - 7

Adopted

Resolution No. 217-2019 - Purchase of 394 Liberty Street

Councilwoman Rayford moved and Councilman Grice seconded.

Ayes: Grice, Mejia, Monteverde, Rayford, Sklarz, Sofokles, Harvey - 7

Adopted

Resolution No. 218-2019 - Purchase of 16 Maple Street

Councilwoman Rayford moved and Councilman Grice seconded.

Ayes: Grice, Mejia, Monteverde, Rayford, Sklarz, Sofokles, Harvey - 7

Adopted

Resolution No. 219-2019 - 92 Overlook Place - Extension of Time to Rehabilitate

Councilwoman Sofokles moved and Councilman Grice seconded.

Ayes: Grice, Mejia, Monteverde, Rayford, Sklarz, Sofokles, Harvey - 7

Adopted

Resolution No. 220-2019 - 66 Johnston Street - Release of Restrictive Covenants

Councilwoman Rayford moved and Councilwoman Sofokles seconded.

Ayes: Grice, Mejia, Monteverde, Rayford, Sklarz, Sofokles, Harvey - 7

Adopted

Resolution No. 221-2019 - 44 Johnes Street, unit 206-J - Release of Restrictive Covenants

Councilwoman Rayford moved and Councilwoman Sofokles seconded.

Ayes: Grice, Mejia, Monteverde, Rayford, Sklarz, Sofokles, Harvey - 7

Adopted

Resolution No. 222-2019 - CDBG FY 2020 Annual Action Plan - Schedule Public Hearing

Councilwoman Rayford asked how many weeks are we giving them to be notified?

Michelle Kelson, Corporation Counsel said that this is the second public hearing for the annual action plan. There was a public hearing earlier this year and we give everybody the same amount of time. All public hearings with the exception of the public hearing on the Budget are scheduled one meeting in advance. The Charter requires that the public hearing on the Budget be scheduled two meetings in advance.

Councilwoman Rayford said that the public spoke tonight about the notices and not being aware so maybe we need to have more time given to them.

Alexandra Church noted that this opens a thirty day comment period as well if someone cannot attend but this will be the second thirty day public comment period.

Councilwoman Rayford said we need to make that clear to them.

Councilman Grice moved and Councilwoman Sofokles seconded.

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

Resolution No. 223-2019 - Apply for and Accept if Awarded a Cities RISE III Grant

Councilwoman Rayford moved and Councilman Grice seconded.

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

Resolution No. 224-2019 - To Engage Mitchell Associates Architects, PLLC to Develop a Facilities Master Plan

Councilman Grice said one of the community members raised the concern that this didn't go out for an RFP. He is not sure if should have gone out for an RFP, however, he wants to make sure we are being as transparent as we need. Ms. Glenn's name was mentioned and he wanted to state for the record that he does not see any conflict with Ms. Glenn being associated with this.

Mayor Harvey added that this did not go out for an RFP. The City Manager mentioned in the Work Session that in the interest of time with regard to public safety conditions they wanted to move and act on this more urgently.

Joseph Donat, City Manager said that there was and still is a sense of urgency. There was no official RFP process however we requested quotes and proposals from many and Mitchell Associates was the only one that responded. In 2013, Mitchell Associates conducted some work at the Public Safety building and investigated some of the issues they had with water coming into the building. They have also looked at 123 Grand Street in the past as well so this is why the City thought they would be best suited to look into this.

Mayor Harvey said it was Councilwoman Mejia's request to possibly incorporate the Courthouse which has been done because that number went from \$98,000.00 to \$107,000.00.

Councilwoman Rayford heard Ms. White's comments and she understands the urgency but we don't need to be in any other litigation which is what will happen if we don't follow the process the right way. If an RFP needs to be done, then we need to table this and not be in such a rush. Why are we in such a rush?

Mayor Harvey thinks that the concerns are with our police officers and firefighters in that Public Safety building. He has taken two tours of that building with those conditions and it is horrendous. He is concerned with the environmental issues there which is why there is such a sense of urgency with this.

Todd Venning, City Comptroller noted that for this particular situation an RFP was not required just like we don't do an RFP for the accounting firm we select.

Councilwoman Rayford said they are going to do an observation of these buildings and after that does an RFP go out for the renovation of these buildings?

Michelle Kelson, Corporation Counsel said that this is a facilities plan and this is the first step for a needs assessment. We have to look at what we have, what condition it's in and what we need to progress into the future. This will also help us decide if we are going to renovate existing buildings or construct new buildings and then from there we will have the design phase. When you get to the construction phase the construction contracts have to be bid out.

Councilwoman Sofokles moved and Councilman Grice seconded.

Ayes: Grice, Mejia, Monteverde, Rayford, Sklarz, Sofokles, Harvey - 7

Adopted

Resolution No. 225-2019 - FY2019 Edward Byrne Justice Grant Program

Councilwoman Rayford moved and Councilwoman Sofokles seconded.

Ayes: Grice, Mejia, Monteverde, Rayford, Sklarz, Sofokles, Harvey - 7

Adopted

Resolution No. 226-2019 - Intermunicipal Water Supply Agreement with Town of New Windsor

Councilwoman Rayford moved and Councilman Sklarz seconded.

Ayes: Grice, Mejia, Monteverde, Rayford, Sklarz, Sofokles, Harvey - 7

Adopted

Resolution No. 227-2019

Councilman Grice moved and Councilwoman Mejia seconded.

Ayes: Grice, Mejia, Monteverde, Rayford, Sklarz, Sofokles, Harvey - 7

Adopted

Resolution No. 228-2019

Councilwoman Rayford moved and Councilman Grice seconded.

Ayes: Grice, Mejia, Monteverde, Rayford, Sklarz, Sofokles, Harvey - 7

Adopted

Resolution No. 229-2019

Councilwoman Rayford moved and Councilman Grice seconded.

Ayes: Grice, Mejia, Monteverde, Rayford, Sklarz, Sofokles, Harvey - 7

Adopted

Ordinance No. 7 - 2019 - Amending Section 88-2 of the Code of Ordinances of the City of Newburgh to address retention of electronic records

Councilwoman Rayford moved and Councilman Grice seconded.

Ayes: Grice, Mejia, Monteverde, Rayford, Sklarz, Sofokles, Harvey - 7

Adopted

NEW BUSINESS

Councilwoman Rayford said she would like to have a presentation awarding Rich Fracasse a Humanitarian Award at the next City Council meeting. He saved a family from going into the system as they had no running water and couldn't bathe so he sent his men in to do the job.

Michelle Kelson, Corporation Counsel said if she wants to give her own certificate she can do that at any time. If she wants to have some recognition then it has to be submitted and reviewed before it can be placed on the Agenda.

Mayor Harvey added that we also talked about a certificate of recognition for the young man dealing with a chronic disease.

Joseph Donat, City Manager said that Eliana spoke with him and they will be contacting City Hall tomorrow.

Councilman Grice said that the Budget is coming up and he was wondering if they could have a staffing analysis. He is looking to see how many people we actually need as a City and if we have the proper people in the proper titles.

Michelle Kelson, Corporation Counsel said it would require someone with significant human resource skills to give you the data that you want. We can give you a Personnel Book and tell you who is here and what positions they are in but whether we have the right people to perform the work and the right numbers requires a study by a human resources professional.

Joseph Donat, City Manager said we have narrowed the search for a Human Resources Director down to two candidates. We are in the process of vetting both and he is confident that an offer will be made before the end of September. Same for the Code Compliance Supervisor as there are two interviews scheduled for tomorrow.

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

OLD BUSINESS

Councilwoman Rayford said we need a Forensic Audit.

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

FURTHER COMMENTS FROM THE COUNCIL

Councilman Grice said that the Budget hearings are coming up and he encouraged the public to attend to get a better understanding of why we make the decisions we make. There are some things that are contractual that limit some of the things we can do and other factors that go into making the Budget. It does impact us taxpayers and sets the path for the way the City runs for the year. He again encouraged everyone to come to hear what the department leaders are saying and what they need. He said that his Nephew lives on S. Miller Street so he hopes we can get some kind of safety measures there with the speeding cars. One of the best ways to stop people from speeding is by giving them tickets. In regard to Danskammer, he has made his opinion known and he feels he needs to gather some more facts but will always put health over wealth. He wants it to be a well informed decision and he looks forward to seeing what Beacon and other places did. School has started so please drive safely and slow down. He added, "*Census 2020, Census 2020, Census 2020.*"

Councilwoman Mejia said in regard to Census 2020 that for the people and organizations who have been participating in the City of Newburgh's complete count, the next meeting is scheduled for September 25th at 6:00 P.M. at the Newburgh Free Library. Similar to the resolution that the City of Newburgh discussed around Danskammer, she wants it on record that she appreciates the City of Beacon's resolution which basically just added that it opposes the construction of a new power plant on the Hudson River in the Mid-Hudson Valley. They noted that the Council will fully and objectively take into account any new and additional information provided by way of the full formal Article 10 application process and further noted that for a positive recommendation such additional information would have to demonstrate the statewide necessity of such additional power generation capacity as well as the statewide inability to provide any alternative timely sources with lesser negative impact on air quality and the local economy. She thinks this was a great add that our sister City in Beacon did that we could add onto our resolution and bring it forward. She feels it's a great middle ground and clearly states from a position of power where we stand as a community and it leaves it open for the private sector and unions to be engaged. Other than that, she doesn't know what both sides could want. Around the futbol tension she said it runs deep because it is national pastime and there is a whole culture associated with it but she is hopeful that as a community we can demonstrate how to compromise and come up with a resolution. She reiterated for the staff that we need to be able to have these types of conversations and not walk out of the room. When you walk out of the room it doesn't set a good example for anyone.

Councilwoman Monteverde said that she was interviewed today by a group doing a study called, "*American Voices Project.*" She thinks it's a fantastic thing they are doing so they will be interviewing people and organizations to get their take on the experience of living in Newburgh and living in poverty. They asked her what she thinks is great about Newburgh and what is working now and what came to her mind was the Municipal ID Program. We got that up and running rather quickly and people are excited and happy to have the opportunity get a Municipal ID simply so they can pick up their child at school and show

they have an ID. That was one thing that was very significant to her and it was quite an accomplishment that we were able to provide for our community so she is very proud to be a part of that. Yesterday she was at the South Miller Neighborhood Association Community Cleanup that is organized and coordinated through Habitat. It was fun to participate in and she is happy to report that South Miller has really come back. It's a beautiful neighborhood and there was not as much garbage as there was six months ago so you can see the difference. They are policing the neighborhood and she agrees that we needs signs put up there that the kids are playing so she would appreciate that. She added, *"No Danskammer, no Danskammer, no danskammer."*

Councilwoman Rayford said when we talk about zombies, buns, dumping grounds and undesirables that's a field for God to work. There was a time she recalls when Mayor Harvey said that he and his twin were sleeping in their car so she knows he has a heart to help these people. There are talks around the table again about the Shelters and we need to have something in place for the ones in need for the upcoming winter. Even though we have the recourses she believes we have this group of people here because we are a community that cares and everyone needs to help out in a time of need. She asked if the Mayor and the City Manager could get together to talk with Mr. Kaplan to see if some of the residents could be housed at the Armory in case of a natural disaster. She heard from Ms. Tooker about the fifty-three lights being out in a ten block radius and hopes the City Manager can get in touch with Central Hndson to get those fixed. In regard to lights in the Park she says, *"Helmets"* over lights at 10:00 p.m. When the lights are out please don't go into the Parks and during the daylight please wear a helmet. She added that there will be a Blood Drive at the end of the month which our Civil Service Administrator, Michelle Mills, is conducting so please be a donor.

Councilman Sklarz said he was puzzled by the low turnout tonight in reference to the IPA discussion. He thought there would be more people here about it so maybe the interest isn't there as much as we believed. Most people pay their taxes but for those who don't this process goes on for two and three years before we can even discuss an IPA and it's his feeling that once we get to that point all we are doing is extending the inevitable. Some good points were raised tonight and he will be mulling them over before they vote on it but we need to get the taxes paid because that is the only way we will survive as a City.

Councilwoman Sofokles said she agrees with Councilman Sklarz. She thinks a lot of the repercussions came from the mortgage crises of 2008, 2009 and then people just didn't get caught up which is probably what initiated the IPA originally. We never had an IPA before and she thinks that sometimes it's used as a crutch. She understands that some people have difficult times but she for one is against the IPA and feels it needs to go away as it just puts off the inevitable. Recycling is one thing that has always raised our sanitation fees. We implemented something about thirteen years ago and we are trying to bring that back again because if people knew that they were going to get a fine our sanitation and tipping fees would be so much less. If you drive around other municipalities their garbage is all nice and neat outside and we have overflowing black bags which we are not even supposed to use. She thanked everyone for coming out.

Mayor Harvey thanked everyone for coming out tonight. He noted that he, Councilman Grice and Councilman Sklarz met with 511NY Rideshare and there is a Transportation Forum scheduled for the 20th of September here in the Council Chambers with businesses

in the local area particularly the businesses that are in remote areas that our residents can't quite get to with our public transportation. 511NY Rideshare is a non-for-profit organization that is linked to the Department of Transportation with New York State. There are funding options, rideshare, van share and even subsidies that New York State provides to help people get to and from meaningful employment. He thanked Councilman Grice for his hard work and Councilman Sklarz for being part of this conversation and they are looking forward to that. We all want bulk pickup on a more regular basis but there will be one on the last Wednesday in October. He thanked all of the departments and employees in the City of Newburgh and is excited to hear that there will be more paving before the winter. Consorti Brothers is already doing the ADA compliance curbs and then the pavement will follow so he is excited about that. George has a list that includes Fullerton Avenue, Lake Drive, the Mill Street Bridge and Little Britain Road so wonderful things are happening.

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

ADJOURNMENT

There being no further business to come before the Council the meeting adjourned at 10:26 p.m.

**LORENE VITEK
CITY CLERK**

RESOLUTION NO.: 216 - 2019

OF

SEPTEMBER 9, 2019

A RESOLUTION TO RATIFY THE AWARD OF A BID AND THE EXECUTION OF
A CONTRACT WITH ENGIE RESOURCES, LLC FOR ELECTRIC SUPPLY TO
THE CITY OF NEWBURGH FOR A TWO (2) YEAR TERM
AT A COST OF \$0.05715 PER KILOWATT HOUR
AND THE AWARD OF A BID AND THE EXECUTION OF A CONTRACT
WITH EAST COAST POWER & GAS, LLC FOR GAS SUPPLY SERVICES TO
THE CITY OF NEWBURGH FOR A TWO (2) YEAR TERM
AT A COST OF \$0.4066 PER 100 CUBIC FEET

WHEREAS, by Resolution No.: 193-2019 of August 12, 2019, this Council authorized the bid for the electric supply services contract and the bid for the gas supply services contract be awarded to the lowest responsible bidders, providing for a two (2) year term, and further authorized the City Manager to execute a contract for the provision of electric services and gas supply services, with all such terms and conditions as may be required by the Corporation Counsel and subject to ratification of the final pricing by this Council; and

WHEREAS, on behalf of the City of Newburgh, M & R Energy Resources Corporation has duly advertised for bids for the electric supply services contract and for gas supply services contract; and

WHEREAS, bids were duly received and opened and Engie Resources, LLC is the low bidder for the electric supply services and East Coast Electric & Gas, LLC is the low bidder for gas supply services;

NOW, THEREFORE, BE IT RESOLVED, that the Council of the City of Newburgh New York, hereby ratifies the bid for the electric supply services contract with Engie Resources, LLC, providing for a two (2) year term at a cost of \$0.05715 per kilowatt hour; and

BE IT FURTHER RESOLVED, that the Council of the City of Newburgh, New York hereby ratifies the bid for the gas supply services contract with East Coast Electric & Gas, LLC providing for a two (2) year term at a cost of \$0.4066 per 100 cubic feet.

Consumer Bill of Rights

New York State Public Service Commission Consumer Bill of Rights

Customers can purchase energy from an Energy Services Company (ESCO) or from a traditional utility. If you choose to purchase energy from an ESCO you are entitled to:

- A clear description of the services offered by the ESCO.
- Receive energy delivery and 24-hour emergency services from your utility company.
- Clear procedures for switching energy suppliers, including information about the enrollment process.
- Disclosure, in simple and clear language, of the terms and conditions of the agreement between you and the ESCO including: price and all variable charges or fees; length of the agreement; terms for renewal of the agreement; cancellation process and any early termination fees, which are limited by law; and conditions, if any, under which the ESCO guarantees cost savings.
- Rescind an agreement with an ESCO within three days of receiving the agreement, if you are a residential customer.
- A description of how pre-payment agreements work, if offered.
- Notice from the ESCO, no less than thirty days prior to the contract renewal date, of the renewal terms and the options you have as a customer. A fair and timely complaint resolution process.
- Provision of any written documents (contracts, marketing materials, and this ESCO Consumer Bill of Rights), in the same language used to enroll you as a customer.

If you are a residential customer you are also entitled to the rights and protections of the Home Energy Fair Practices Act (HEFPA) which requires that all utility customers be treated fairly with regard to application for service, customer billing, and complaint procedures. For more information go to www.dps.ny.gov/resright.html.

ESCOs that do not assure these consumer rights could lose their eligibility to provide service in New York. Please report any complaints to the Department of Public Service at 1-800-342-3377 (8:30 am - 4:00 pm), by mail at Office of Consumer Services, NYS Department of Public Service, 3 Empire State Plaza, Albany, NY 12223, or online at www.dps.ny.gov.

You can find more information about your energy alternatives by visiting: www.askpsc.com

1. Agreement to Sell and Purchase Energy. This is an agreement between East Coast Power and Gas, LLC ("East"), an independent energy services company, and the undersigned customer ("Customer") under which Customer shall initiate natural gas and/or electricity service and begin enrollment with East (the "Agreement"). Customer will sign and return this Agreement to East by 3:00 p.m. ET on the day the Contract is received by Customer and an Agreement returned later than such time may be honored by East only at its sole discretion. East is dependent upon Customer or Customer's agent/broker for data required for timely enrollment of Customer's account(s) and Customer warrants it has given East complete and accurate information. East is not responsible for any delays, fees or penalties caused by Customer's failure to provide timely, complete or accurate information. Subject to the terms and conditions of this Agreement, East agrees to sell and deliver, and Customer agrees to purchase and accept the quantity of natural gas and/or electricity, as estimated by East, necessary to meet Customer's requirements based upon consumption data obtained by East or the delivery schedule of the Local Distribution Utility (the "LDC"). East is not affiliated with and does not represent the LDC. The amount of natural gas and/or electricity supplied under this Agreement is subject to change based upon data reflecting Customer's consumption obtained by East or the LDC's delivery schedule. The LDC will continue to deliver the natural gas and/or electricity supplied by East. East may request at any time prior to or during the Initial Term or any Renewal Term, financial statements or financial information and Customer will provide accurate and complete financial information to East promptly. Failure to provide such information may result in enrollment delays or suspension of performance at no liability to East.

2. Term. For Variable Rate service this Agreement shall commence as of the date Customer's notice regarding the change of Customer's provider to East is deemed effective by the LDC, and shall continue for 30 days thereafter (the "Initial Term"). Unless otherwise agreed to, upon completion of the Initial Term, this Agreement will renew on a month-to-month basis with a monthly variable rate methodology with no change to the remaining terms. (the "Renewal Term"). While receiving service on a month-to-month basis, either party may cancel or terminate this Agreement by providing 30 days' advance written notice of termination to the other party.

For Fixed Rate and Index Price Plan service, this Agreement shall commence as of the date Customer's notice regarding the change of Customer's provider to East is deemed effective by the LDC, and shall continue for 3-36 months thereafter, as designated on your Customer Disclosure Statement (the "Initial Term"). Unless otherwise agreed to, upon completion of the Initial Term, this Agreement will renew on a month-to-month basis with a monthly variable rate methodology with no change to the remaining terms (the "Renewal Term"). At least 30 days and no more than 60 days prior to the renewal date, East will notify Customer in writing of the terms of renewal of this Agreement and of the Customer's right to renew, reject or renegotiate this Agreement. While receiving service on a month-to-month basis, such notification will be provided only for the first renewal occurring at the end of the Initial term, and Customer or East may cancel or terminate this Agreement by providing 30 days' advance written notice of termination to the other party. In the event an Initial Term or a Renewal Term is interrupted by the utility improperly switching the Customer to a new supplier, East may re-enroll the Customer with the utility.

3. Pricing, Billing, Termination. Unless otherwise agreed to in writing, the price for all natural gas sold under this Agreement is designated on your Customer Disclosure Statement ("Disclosure Statement"). As designated in your Disclosure Statement, the price for natural gas shall be one of the following: a variable price which each month shall reflect the whole sale cost of natural gas (including commodity, capacity, storage and balancing), transportation to the Delivery Point, and other market-related factors, plus all applicable taxes, fees, charges or other assessments and East's costs, expenses and margins; NYMEX plus a fixed adder (Index); or a fixed price on a per therm basis. In each case, plus all applicable taxes, fees, charges or other assessments and East's costs, expenses and margins. Unless otherwise agreed to in writing, the price for all electricity sold under this Agreement is designated on your Disclosure Statement. As designated in your Disclosure Statement, the price for electricity shall be one of the following: a variable price which each month shall reflect the cost of electricity obtained from all sources (including energy, capacity, settlement, ancillaries), related transmission and distribution charges and other market-related factors, including such factors as electricity market pricing, utility charges, and other

market price related factors, as determined by East's discretion, plus all applicable taxes, fees, charges or other assessments and East's costs, expenses and margins; Index plus a fixed adder (Index); or a fixed price on a per kWh basis. In each case, plus all applicable taxes, fees, charges or other assessments and East's costs, expenses and margins. All Fixed, Index and NYMEX+ rates may be modified due to a subsequent change in the law per Section 19 Regulatory Change.

For fixed price service if usage in any month exceeds the level of usage in the same month in the previous year ("Base Load") by 25 percent or more, the Customer will be charged a variable price for all usage in excess of the Base Load and the fixed price for usage up to the Base Load. If the usage in any month falls by 25 percent or more below the Base Load, the Customer will be charged the fixed price for all usage and shall be charged for hedging, cash out costs, settlement or balancing costs related to the difference between the base load minus 25 percent and the actual consumption. All calculations will be performed on a per account basis. If there is a material adverse change in the business or financial condition of Customer (as determined by East at its discretion) or if Customer fails to meet its obligations under this Agreement or pay or post any required security deposit, then, in addition to any other remedies that it may have, East may terminate this Agreement upon 15 days' written notice to Customer or, consistent with East's right to bill you directly or bill you through the utility, East may at your cost, transfer the account(s) to the utility "POR" (Purchase of Receivables) program if said accounts are not already in the program.

If Customer terminates this Agreement prior to the end of the Initial or Renewal Term or if East terminates this Agreement due to Customer's breach, the Customer shall pay East, in addition to any other applicable charges, an early termination fee equivalent to the multiplication of the (i) difference between the fixed price set forth in this Agreement and the calculation by East of the fixed price at the date of termination; and (ii) the estimated volumes for the remainder of the Initial or Renewal Term, as applicable using the actual volumes received by Customer for the prior 12 month period as the volumes used in determining damages. Notwithstanding the foregoing, for all residential customers and commercial customers solicited through door-to-door marketing, the early termination fee will

be no greater than \$100 if the remaining term is 12 months or less and \$200 if the remaining term exceeds 12 months. Customer may receive a single bill for both commodity and delivery costs from either East or the LDC, or each of the LDC and East may invoice Customer separately. Customer warrants that the information provided by it on the Customer Disclosure Statement, including but not limited to its billing address, is complete and accurate in all respects and will pay any cost accruing to East as a result of such information being or becoming incomplete or inaccurate. If East invoices Customer monthly for natural gas and/or electricity supplied under this Agreement, as measured by the LDC (or in absence of such usage data from the LDC, as estimated by East using Customer's historical usage which East will true up upon East receiving usage data from the LDC), East will send such invoice to the billing address specified in the Customer Disclosure Statement which shall be considered the complete and accurate billing address and Customer will pay each invoice by bank wire or ACH in full within 20 days of the invoice date or be subject to a late payment charge of 1.5% per month. For all purposes, the billing address shall be considered the appropriate address for purposes of collection of any invoice due or past due and any interest accrued thereupon. East reserves the right to charge customer for any duplicate bills issued to Customer for any purpose or for detailed invoice summaries requested by Customer. Customer payments remitted in response to a consolidated bill shall be pro-rated (when so required) in accordance with procedures adopted by the New York State Department of Public Service (the "DPS"). East may assign and sell Customer accounts receivable to the LDC. If Customer's energy usage exceeds the cost of providing services to Customer and East is no longer economically able to continue this Agreement, East has the right to terminate this Agreement in accordance with applicable regulations. This Agreement may be terminated at the sole discretion of East if you fail to meet any of the terms and conditions of this Agreement, for nonpayment, or if any of the information you have provided to East is or becomes untrue. In the event of failure to remit payment when due by a residential customer, East may terminate commodity service and seek suspension of distribution service in conformance with the Home Energy Fair Practices Act ("HEFPA"). Failure by a commercial customer to make full payment of East charges due on any consolidated bill prepared by the LDC for East will

Terms and Conditions

be grounds for disconnection of utility services in accordance with NYPSC rules and regulations on the termination of service to non-residential customers, 16 NYCRR Section 13.3. A \$30 fee will be charged for all returned payments. For any NYMEX + products East will execute Nymex/Henry Hub trigger prices associated with Customer's executed sales agreement. Trigger volumes will be defined and requested by the Customer and be evenly divisible by 2,500Dth and will not exceed the total monthly volume per Customer's contractual obligation. Customer will bear any losses due to ineffective utilization. The requested trigger prices and associated volumes will be valid until executed or amended by the Customer in writing or e-mail.

4. Assignment. Customer may not assign its interests in and delegate its obligations under this Agreement without the express written consent of East. This contract will be binding upon any successors in interest of the customer. Customer must demonstrate that any assignee or successor is at least as creditworthy as Customer. East may sell, transfer, pledge, or assign the accounts, revenues, or proceeds hereof, in connection with any financing agreement or receivables purchase program, and may assign this Agreement to another energy supplier, energy services company or other entity as authorized by the DPS.

5. Information Release Authorization. Customer authorizes East to obtain and review information regarding Customer's credit history from credit reporting agencies and the following information from the LDC: consumption history; billing determinants; account number; credit information; public assistance status; existence of medical emergencies, status as to whether Customer has a medical emergency, is human needs, elderly, blind or disabled and data applicable to cold weather periods under PSL § 32 (3); and information pertaining to PSL § 33, tax status and eligibility for economic development or other incentives. This information may be used by East to determine whether it will commence and/or continue to provide energy supply service to Customer and will not be disclosed to a third party unless required by law. Customers preferred method to be contacted by East is via Email. Customer's execution of this Agreement shall constitute authorization for the release of this information to East. This authorization will remain in effect during the Initial Term and any Renewal Term. Customer may rescind this

authorization at any time by providing written notice thereof to East or by calling East at 1.800.545.9155. East reserves the right to cancel this Agreement in the event Customer rescinds the authorization. Upon Cancellation, East shall provide a cancellation number to Customer.

6. Consumer Protections. The services provided by East to Customer are governed by the terms and conditions of this Agreement and HEFPA for residential customers. East will provide at least 15 days' notice prior to the cancellation of service to Customer. In the event of non-payment of any charges owed to East, a residential Customer may be subject to termination of commodity service and the suspension of distribution service under procedures approved by the DPS. Customer may obtain additional information by contacting East at 1.800.545.9155 or the DPS at 1-800-342-3377, or by writing to the DPS at: New York State Department of Public Service, Office of Consumer Services, Three Empire State Plaza, Albany, New York 12223, or through its website at: www.dps.ny.gov. You may also contact the Department for inquiries regarding the competitive retail energy market at 1.888.697.7728.

7. Cancellation. A residential Customer may rescind this Agreement within 3 business days after the signing or receipt of this Agreement, whichever comes first, by contacting East at 1.800.545.9155 or in writing. Customer is liable for all East charges until Customer returns to the LDC or goes to another supplier. A final bill will be rendered within twenty (20) days after the final scheduled meter reading or if access is unavailable, an estimate of consumption will be used in the final bill, which will be trued up subsequent to the final meter reading.

8. Agency-Gas. Customer hereby designates East as agent to: (a) arrange and administer contracts and service agreements between Customer and East and between the interstate pipeline transporters of Customer natural gas supplies; (b) nominate and schedule with the interstate pipeline the transportation of Customer's natural gas supplies from the Sales point to the Delivery Points, and with the LDC for the transportation of the Customer's natural gas supplies from the Delivery Points to the Customer's end-use premises; and (c) aggregate Customer's natural gas supplies with such supplies of other customers served

by East to maintain qualification for LDC transportation service and resolve imbalances that may arise during the term of this Agreement. East as agent for the Customer will schedule the delivery of adequate supplies of natural gas that meet the Customer's city gate requirements as established by the LDC and in response to information provided by the LDC.

The Sales Points for the natural gas supplies provided under this Agreement will be a point or points located outside the State of New York as selected from time to time by East to assure service reliability. The Delivery Points for the natural gas transported by interstate pipelines will be the city gate stations of the LDC. East agrees to arrange for the transportation of the natural gas supplied under this Agreement from the Sales Points to the Delivery Points and from the Delivery Points to the Customer's end-use premises. These services are provided on an arm's length basis and market-based compensation is included in the price noted above.

Agency-Electric: Customer hereby designates East as agent to; (a) arrange and administer contracts and service agreements between Customer and East and those entities including the New York Independent System Operator ("NYISO") engaged in the generation, transmission and delivery of Customer electricity supplies; and (b) nominate and schedule with the appropriate entities including the LDC for the delivery of electricity to the Sales Point and the Customer's end-use premises. East as agent for the Customer will schedule the delivery of adequate supplies of electricity that meet the Customer's requirements as established by the LDC and in response to information provided by the LDC. The Sales Points for the electricity will be a point at the NYISO East load bus (located outside of the municipality where Customer resides). These services are provided on an arm's length basis and market-based compensation is included in the price noted above.

9. Buyer's Usage Obligations: For Customers providing Contract Quantity as the base usage of this Agreement, as described in Attachment A and if there is a Material Usage Deviation, Customer will be responsible for the losses and costs, including the costs of obtaining and/or liquidating the applicable volume, based upon the difference between the applicable Contract Quantity and Actual Quantity. Customer will pay the amount of such losses and costs to East within fifteen (15) Business Days of East's

invoice. "Material Usage Deviation" means any deviation in Actual Quantity at the Service Location(s) stated in the related Transaction Confirmation from Contract Quantity (or, as applicable, estimated Contract Quantities) stated in that Transaction Confirmation of +/- 25% or more.

10. Addition or Deletion of account(s): At any time during the term of this Agreement, upon advance written notice to East, Customer may request to add accounts to be served pursuant to this Agreement at the Contract Price, or to delete accounts from service for no early termination fee, up to the point at which the contracted volumes and load factor remain constant and unchanged in aggregate. Account addition(s) that cause the add/delete band to be exceeded may be, at East's sole discretion, added at the Contract Price. If East does not offer to add such account addition(s) at the Contract Price, Customer and East may agree to a price for the additional volumes. Account deletion(s) in excess of the add/delete band may be, at East's sole discretion, deleted for no early termination charge for such deletion(s). If East does not offer to delete such account(s) for no early termination charge, Customer shall pay East for the liquidation value (Contract Price less current market price) of the associated quantity liquidated within fifteen (15) days of notice from East of such amount due. The timing of completion for any addition or deletion shall be determined by the enrollment/drop rules in effect for the applicable market

11. Title. Customer and East agree that title to, control of, and risk of loss to the natural gas and electricity supplied by East under this Agreement will transfer from East to Customer at the Sales Point(s).

12. Warranty. This Agreement, including any enrollment form and applicable attachments, as written makes up the entire Agreement between Customer and East. East makes no representations or warranties other than those expressly set forth in this Agreement, and East expressly disclaims all other warranties, express or implied, including merchantability and fitness for a particular use.

13. Force Majeure. East will make commercially reasonable efforts to provide natural gas and/or electricity hereunder but East does not guarantee a continuous supply of natural gas and/or electricity to Customer. Certain causes and events out of the control of East ("Force Majeure Events") may result in interruptions in service. East will not be liable for any

such interruptions caused by a Force Majeure Event, and East is not and shall not be liable for damages caused by Force Majeure Events. Force Majeure Events shall include acts of God, fire, flood, storm, terrorism, war, civil disturbance, acts of any governmental authority, accidents, strikes, labor disputes or problems, required maintenance work, inability to access the local distribution utility system, non-performance by the LDC (including, but not limited to, a facility outage on its gas distribution lines or electric facilities), changes in laws, rules, or regulations of any governmental authority or any other cause beyond East's control.

14. Liability. The remedy in any claim or suit by Customer against East will be solely limited to direct actual damages (which will not exceed the amount of Customer's single largest monthly invoice amount in the immediately preceding 12 months). Subject to the foregoing, if, in respect of the enrollment of Customer, an administrative or unintentional error occurs caused solely by East which inadvertently results in Customer accruing damages from its previous supplier, Customer may provide East written notice of damages caused by such error with all supporting documentation including but not limited to the previous supplier's sales contract and invoices. Customer acknowledges that such notice and supporting documentation will allow East to evaluate, in its discretion, the amount of damage then due, if any, to Customer and the foregoing does not constitute a guarantee commitment or agreement of East to pay any requested damages. East may, to the extent it determines damages are due, revert such damage via bill credit, check or any other reasonable means of payment at its discretion. All other remedies at law or in equity are hereby waived. In no event will either East or Customer be liable for consequential, incidental, indirect, special or punitive damages. These limitations apply without regard to the cause of any liability or damages. There are no third-party beneficiaries to this Agreement.

15. East Contact Information. Customer may contact East's Customer Service Center at 1.800.545.9155, Monday through Friday 8:00 a.m. - 8:00 p.m. EST (contact center hours subject to change). Customer may write to East at: East, 340 Jackson Ave, Bronx, N.Y. 10454

16. Dispute Resolution (Residential). In the event of a billing dispute or a disagreement involving East's service hereunder, the parties will use their best efforts

to resolve the dispute. Customer should contact East by telephone or in writing as provided above. The dispute or complaint relating to a residential customer may be submitted by either party at any time to the DPS pursuant to its Complaint Handling Procedures ("Procedures") or calling the DPS at 1.800.342.3377. Customer must pay the bill in full, except for the specific disputed amount, during the pendency of the dispute, and such payment shall be refunded if warranted by the decision of DPS.

Dispute Resolution (Commercial). In the event of a billing dispute or disagreement involving East's service, Customer should contact East's Customer Service Center as provided above. Customer must pay the bill in full, except for the specific disputed amount, during the pendency of the dispute. If the parties cannot resolve the dispute within 45 days, either party may avail itself of all remedies available under law or equity. The DPS will not resolve Non Residential disputes associated with the services provided under this Agreement. However, the DPS will monitor inquiries and contacts from Non-Residential customers regarding energy service companies and an excessive number of confirmed complaints may result in an energy service company no longer being eligible to supply natural gas or electricity in New York State. The DPS Office of Consumer Services can be reached at: New York State Public Service Commission, Office of Consumer Services, Three Empire State Plaza, Albany, New York 12223; or by visiting www.dps.ny.gov.

17. Choice of Laws. Venue for any lawsuit brought to enforce any term or condition of this Agreement or to construe the terms hereof shall lie exclusively in the State of New York. This Agreement shall be construed under and shall be governed by the laws of the State of New York without regard to the application of its conflicts of law principles.

18. Taxes and Laws. Except as otherwise provided in the Agreement or provided by law, all taxes of whatsoever kind, nature and description due and payable with respect to service provided under this Agreement, other than taxes based on East's net income, shall be paid by Customer and Customer agrees to indemnify East and hold East harmless from and against any and all such taxes.

19. Regulatory Changes. This Agreement is subject to present and future legislation, orders, rules, regulations

or decisions of a duly constituted governmental authority having jurisdiction over this Agreement or the services to be provided hereunder. East and Customer recognize that a change in any law, rule, regulation, tariff, ISO design, ICAP tag or demand charge, regulatory structure, or a change in the interpretation of the application of any of the foregoing, ("Regulatory Change") could materially impact a term, condition or provision of this Agreement including, but not limited to price. East and Customer further recognize that the financial impact of a Regulatory Change that occurred prior to the date this Agreement was executed ("Execution Date") may not be known until a future date. Accordingly, East retains the right to: (i) to modify this Agreement to reflect a Regulatory Change that occurs after the Execution Date; and/or (ii) pass through to Customer any capital, operating, commodity or other costs it incurs as a result of a Regulatory Change that occurred prior to the Execution Date where the (x) costs were not known or (y) Regulatory Change was not implemented until after the Execution Date. In all cases, East shall provide 30 days' written notice of any modification to the Customer.

20. Emergency Service. The LDC will continue to respond to leaks and emergencies. In the event of a gas leak, service interruption or other emergency, Customer should immediately call the LDC at Con Edison 1-800-75CONED; Orange and Rockland at 1.877.434.4100; KeySpan 718.643.4050 (NYC) and 1.800.490.0045 (Long Island); Niagara Mohawk at 1.800.892.2345; Central Hudson at 1.800.527.2714; RG&E at 1.800.743.1701; NYSEG at 1.800.527.2714; National Fuel at 1.800.444.3130 and emergency personnel. Customer should then call East at: 1.800.545.9155.

21. Parties Bound. This Agreement is binding upon the parties hereto and their respective successors and legal assigns. Customer and East have caused this Agreement to be executed as of the date noted above on the first page of this Agreement, by individuals authorized to bind each party, and Customer has reviewed all of the terms herein.

In the case of telephonic or electronic enrollment execution shall be deemed provided pursuant to the methods authorized under the New York Uniform Business Practices.

22. Loyalty Program. Unless Customer indicates otherwise, Customer will be automatically enrolled in

East's Customer Loyalty Point Program ("Program"). Customer may opt-out of participation of the Program at any time by contacting East at 1.800.545.9155. More information about the Program is available at www.ecpowerandgas.com.

23. Gift Cards. Any Prepaid Card promotion will be issued following the completion of your first paid month of commodity supply in which this promotion has been applied to your ECP&G account. Please allow several weeks for processing and delivery. No Prepaid Card will be issued to you if: (i) your account is in arrears or inactive; (ii) your energy usage or credit does not meet ECP&G requirements; (iii) you have received an ECP&G promotion within the past 12 months; (iv) you cancel service prior to completion of your first month of supply; (v) fail to submit any documentation that is required prior to issuance of your Prepaid card or (vi) fail to timely submit any requisite documentation. This promotion is only available to new customers for a limited time and is only valid on fixed rate electric and natural gas products. This promotion may not be combined with other promotions or special rates. This promotion may be cancelled at any time and may not be available in all areas. ECP&G reserves the right to bill you for the full value of your Prepaid Card if you are issued a card and you choose to cancel your ECP&G service within 90 days of your first billing cycle.

24. Renewable Energy Product. Under East's renewable energy program the Customer's electricity supply will come from renewable energy resources such as biomass, biogas, wind, solar or hydro resources in the percentage noted on page one of this Agreement.

25. Forward Contract: Each Party acknowledges that: (a) this Agreement is a forward contract and a master netting agreement as defined in the United States Bankruptcy Code ("Code"); (b) this Agreement shall not be construed as creating an association, trust, partnership, or joint venture in any way between the Parties, nor as creating any relationship between the Parties other than that of independent contractors for the sale and purchase of Commodities; (c) Seller is not a "Utility" as defined in the Code; (d) Commodity supply will be provided by Seller under this Agreement, but delivery will be provided by the Utility; and (e) the Utility, and not Seller, is responsible for responding to service problems or emergencies should they occur.

26. Energy Consumption Information (Commercial Customers only) Customer hereby agrees, upon request, to provide East with facility descriptions, operating information, meter identification numbers and locations, and such other information available to Customer as East may reasonably require to provide electric and/ or gas service pursuant to this Agreement. Customer's expected energy usage for the Accounts may change for various reasons including, without limitation, additional equipment going on-line, ramp-up in equipment use, equipment modifications, increasing operating hours, remodel or facilities, new construction, applications for new construction permits, participation in demand response programs or energy efficiency programs including but not limited to peak shaving / management, solar installation, fuel cell, combined heat and power solutions, participation in special government electricity supply programs or on-site electric generation of any type or size. Customer

shall provide East at least thirty (30) days advance notice whenever it believes that Customer's estimated monthly aggregate usage will materially change from Customer's historical monthly usage, weather normalized, and shall provide good faith estimates of such usage changes.

27. Signatory Affirmation. Signor affirms that he or she is authorized to make decisions regarding the account and voluntarily authorizes Supplier to make the enrollment. Customer agrees to accept all notifications by email to the email address provided at time of enrollment, or subsequently provided to East.

RESOLUTION NO.: 217 - 2019

OF

SEPTEMBER 9, 2019

A RESOLUTION TO AUTHORIZE THE CONVEYANCE OF REAL PROPERTY
KNOWN AS 394 LIBERTY STREET (SECTION 10, BLOCK 1, LOT 41)
AT PRIVATE SALE TO ABEL SALAZAR, IRENE SALAZAR AND ALINA PRECIADO
FOR THE AMOUNT OF \$50,000.00

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

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

WHEREAS, the City of Newburgh desires to sell 394 Liberty Street, being more accurately described as Section 10, Block 1, Lot 41 on the official tax map of the City of Newburgh; and

WHEREAS, the prospective buyers have offered to purchase this property at private sale; and

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

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the sale of the following property to the indicated purchasers be and hereby is confirmed and the City Manager is authorized and directed to execute and deliver a quitclaim deed to said purchaser upon receipt of the indicated purchase price in money order, good certified or bank check, made payable to THE CITY OF NEWBURGH, such sums are to be paid on or before December 13, 2019, being approximately ninety (90) days from the date of this resolution; and

<u>Property address</u>	<u>Section, Block, Lot</u>	<u>Purchaser</u>	<u>Purchase Price</u>
394 Liberty Street	10 - 1 - 41	Abel Salazar	\$50,000.00
		Irene Salazar	
		Alina Preciado	

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

Terms and Conditions Sale

394 Liberty Street, City of Newburgh (SBL: 10-1-41)

STANDARD TERMS:

1. City of Newburgh acquired title to this property in accordance with Article 11 of the Real Property Tax Law of the State of New York, and all known rights of redemption under said provisions of law have been extinguished by the tax sale proceedings and/or as a result of forfeiture.
2. For purposes of these Terms and Conditions, parcel shall be defined as a section, block and lot number.
3. All real property, including any buildings thereon, is sold "AS IS" and without any representation or warranty whatsoever as to the condition or title, and subject to: (a) any state of facts an accurate survey or personal inspection of the premises would disclose; (b) applicable zoning/land use/building regulations; (c) water and sewer assessments are the responsibility of the purchaser, whether they are received or not; (d) easements, covenants, conditions and rights-of-way of record existing at the time of the levy of the tax, the non-payment of which resulted in the tax sale in which City of Newburgh acquired title; and (e) for purposes of taxation, the purchaser shall be deemed to be the owner prior to the next applicable taxable status date after the date of sale.
4. The properties are sold subject to unpaid school taxes for the tax year of 2019-2020, and also subject to all school taxes levied subsequent to the date of the City Council resolution authorizing the sale. The purchaser shall reimburse the City for any school taxes paid by the City for the tax year 2019-2020, and subsequent levies up to the date of the closing. Upon the closing, the properties shall become subject to taxation. Water and sewer charges and sanitation fees will be paid by the City to the date of closing.
5. **WARNING: FAILURE TO COMPLY WITH THE TERMS OF THIS PARAGRAPH MAY RESULT IN YOUR LOSS OF THE PROPERTY AFTER PURCHASE.** The deed will contain provisions stating that the purchaser is required to rehabilitate any building on the property and bring it into compliance with all State, County and Local standards for occupancy within (18) months of the date of the deed. Within such eighteen (18) month time period the purchaser must either: obtain a Certificate of Occupancy for all buildings on the property; make all buildings granted a Certificate of Occupancy before the date of purchase fit for the use stated in such Certificate of Occupancy; or demolish such buildings. The deed shall require the purchaser to schedule an inspection by City officials at or before the end of the eighteen (18) month period. If the purchaser has not complied with the deed provisions regarding rehabilitation of the property and obtained a Certificate of Occupancy or Certificate of Compliance by that time, then the title to the property shall revert to the City of Newburgh. The deed shall also provide that the property shall not be conveyed to any other person before a Certificate of Occupancy or Certificate of Compliance is issued. A written request made to the City Manager for an extension of the eighteen (18) month rehabilitation period shall be accompanied by a non-refundable fee of \$250.00 per parcel for which a request is submitted. The City Manager may, in his sole discretion and for good cause shown, grant one extension of time to rehabilitate of up to, but not to exceed, three (3) months. Any additional request thereafter shall be made in writing and placed before the City Council for their consideration.
6. The City makes no representation as to whether the property is vacant and/or unoccupied. Evictions, if necessary, are solely the responsibility of the purchaser after closing and recording of the deed. The parcel is being sold subject to the City's Vacant Property Ordinance (Chapter 121) and all provisions of law applicable thereto. Within 30 days of closing, the purchaser must register the property and pay any applicable fees or submit an acceptable rehabilitation plan to the Building Department.
7. All purchasers are advised to personally inspect the premises and to examine title to the premises prior to the date upon which the sale is scheduled to take place. Upon delivery of the quitclaim deed by the City of Newburgh to the successful purchaser, any and all claims with respect to title to the premises are merged in the deed and do not survive.

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

16. The description of the property shall be from the City of Newburgh Tax Map reference or a survey description certified to the City of Newburgh. Any survey description shall be provided to the City Corporation Counsel by the purchaser at least thirty (30) days in advance of closing title and approved by the City's Engineer.
17. By acknowledging and executing these Terms & Conditions, the purchaser certifies that he/she is not representing the former owner(s) of the property against whom City of Newburgh foreclosed and has no intent to defraud City of Newburgh of the unpaid taxes, assessment, penalties and charges which have been levied against the property. The purchaser agrees that neither he/she nor his/her assigns shall convey the property to the former owner(s) against whom City of Newburgh foreclosed within 24 months subsequent to the Closing Deadline date. If such conveyance occurs, purchaser understands that he/she may be found to have committed fraud, and/or intent to defraud, and will be liable for any deficiency between the purchase price at auction and such sums as may be owed to City of Newburgh as related to the foreclosure on the property and consents to immediate judgment by City of Newburgh for said amounts.
18. In the event that Seller engaged the services of a New York State Licensed Real Estate Broker in connection with this sale, Seller shall pay said Broker any commission earned pursuant to a separate agreement between Seller and Broker.
19. The property is sold subject to an owner-occupancy restriction. The purchaser has agreed to purchase the property subject to the five (5) year owner occupancy restriction shall, within 18 months of the delivery of the deed, establish his domicile and principal residence at said premises and maintain his domicile and principal residence at said premises for a period of at least five (5) years thereafter, provided that within said five (5) year period, the purchaser may convey said premises to another who shall also maintain their domicile and principal residence at said premises for said period. This shall be set forth as a restrictive covenant in the deed, subject upon its breach, to a right of re-entry in favor of the City of Newburgh. This shall be in addition to all other provisions, covenants and conditions set forth in the Terms of Sale.
20. Notice is given that the property lies within either the East End Historic District or the Colonial Terraces Architectural Design District as designated in the City of Newburgh's current zoning map. This parcel is sold subject to all provision of law applicable thereto. It is the sole responsibility of the purchaser to redevelop such parcel so designated in accordance any additional laws, rules or regulations applicable to those districts.
21. Within ten (10) business days of approval of sale by the City of Newburgh, the purchaser shall tender a non-refundable downpayment in the amount of \$5,000.00 payable to "City of Newburgh" by money order or guaranteed funds to the City of Newburgh Comptroller's Office. At closing, the downpayment amount shall be credited against the purchase price.

ACKNOWLEDGED AND AGREED

Date: _____

Date: _____

(Purchaser Name)

(Purchaser Name)

Date: _____

(Purchaser Name)

RESOLUTION NO.: 218 - 2019

OF

SEPTEMBER 9, 2019

A RESOLUTION TO AUTHORIZE THE CONVEYANCE OF REAL PROPERTY
KNOWN AS 16 MAPLE STREET (SECTION 25, BLOCK 3, LOT 35)
AT PRIVATE SALE TO KAREN CESTONI FOR THE AMOUNT OF \$10,000.00

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

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

WHEREAS, the City of Newburgh desires to sell 16 Maple Street, being more accurately described as Section 25, Block 3, Lot 35 on the official tax map of the City of Newburgh; and

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

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

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the sale of the following property to the indicated purchaser be and hereby is confirmed and the City Manager City Manager is authorized and directed to execute and deliver a quitclaim deed to said purchaser upon receipt of the indicated purchase price in money order, good certified or bank check, made payable to THE CITY OF NEWBURGH, such sums are to be paid on or before December 13, 2019, being approximately ninety (90) days from the date of this resolution; and

<u>Property address</u>	<u>Section, Block, Lot</u>	<u>Purchaser</u>	<u>Purchase Price</u>
16 Maple Street	25 - 3 - 35	Karen Cestoni	\$10,000.00

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

Terms and Conditions Sale

16 Maple Street, City of Newburgh (SBL: 25-3-35)

STANDARD TERMS:

1. City of Newburgh acquired title to this property in accordance with Article 11 of the Real Property Tax Law of the State of New York, and all known rights of redemption under said provisions of law have been extinguished by the tax sale proceedings and/or as a result of forfeiture.
2. For purposes of these Terms and Conditions, parcel shall be defined as a section, block and lot number.
3. All real property, including any buildings thereon, is sold "AS IS" and without any representation or warranty whatsoever as to the condition or title, and subject to: (a) any state of facts an accurate survey or personal inspection of the premises would disclose; (b) applicable zoning/land use/building regulations; (c) water and sewer assessments are the responsibility of the purchaser, whether they are received or not; (d) easements, covenants, conditions and rights-of-way of record existing at the time of the levy of the tax, the non-payment of which resulted in the tax sale in which City of Newburgh acquired title; and (e) for purposes of taxation, the purchaser shall be deemed to be the owner prior to the next applicable taxable status date after the date of sale.
4. The properties are sold subject to unpaid school taxes for the tax year of 2019-2020, and also subject to all school taxes levied subsequent to the date of the City Council resolution authorizing the sale. The purchaser shall reimburse the City for any school taxes paid by the City for the tax year 2019-2020, and subsequent levies up to the date of the closing. Upon the closing, the properties shall become subject to taxation. Water and sewer charges and sanitation fees will be paid by the City to the date of closing.
5. **WARNING: FAILURE TO COMPLY WITH THE TERMS OF THIS PARAGRAPH MAY RESULT IN YOUR LOSS OF THE PROPERTY AFTER PURCHASE.** The deed will contain provisions stating that the purchaser is required to rehabilitate any building on the property and bring it into compliance with all State, County and Local standards for occupancy within (18) months of the date of the deed. Within such eighteen (18) month time period the purchaser must either: obtain a Certificate of Occupancy for all buildings on the property; make all buildings granted a Certificate of Occupancy before the date of purchase fit for the use stated in such Certificate of Occupancy; or demolish such buildings. The deed shall require the purchaser to schedule an inspection by City officials at or before the end of the eighteen (18) month period. If the purchaser has not complied with the deed provisions regarding rehabilitation of the property and obtained a Certificate of Occupancy or Certificate of Compliance by that time, then the title to the property shall revert to the City of Newburgh. The deed shall also provide that the property shall not be conveyed to any other person before a Certificate of Occupancy or Certificate of Compliance is issued. A written request made to the City Manager for an extension of the eighteen (18) month rehabilitation period shall be accompanied by a non-refundable fee of \$250.00 per parcel for which a request is submitted. The City Manager may, in his sole discretion and for good cause shown, grant one extension of time to rehabilitate of up to, but not to exceed, three (3) months. Any additional request thereafter shall be made in writing and placed before the City Council for their consideration.
6. The City makes no representation as to whether the property is vacant and/or unoccupied. Evictions, if necessary, are solely the responsibility of the purchaser after closing and recording of the deed. The parcel is being sold subject to the City's Vacant Property Ordinance (Chapter 121) and all provisions of law applicable thereto. Within 30 days of closing, the purchaser must register the property and pay any applicable fees or submit an acceptable rehabilitation plan to the Building Department.
7. All purchasers are advised to personally inspect the premises and to examine title to the premises prior to the date upon which the sale is scheduled to take place. Upon delivery of the quitclaim deed by the City of Newburgh to the successful purchaser, any and all claims with respect to title to the premises are merged in the deed and do not survive.

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

16. The description of the property shall be from the City of Newburgh Tax Map reference or a survey description certified to the City of Newburgh. Any survey description shall be provided to the City Corporation Counsel by the purchaser at least thirty (30) days in advance of closing title and approved by the City's Engineer.
17. By acknowledging and executing these Terms & Conditions, the purchaser certifies that he/she is not representing the former owner(s) of the property against whom City of Newburgh foreclosed and has no intent to defraud City of Newburgh of the unpaid taxes, assessment, penalties and charges which have been levied against the property. The purchaser agrees that neither he/she nor his/her assigns shall convey the property to the former owner(s) against whom City of Newburgh foreclosed within 24 months subsequent to the Closing Deadline date. If such conveyance occurs, purchaser understands that he/she may be found to have committed fraud, and/or intent to defraud, and will be liable for any deficiency between the purchase price at auction and such sums as may be owed to City of Newburgh as related to the foreclosure on the property and consents to immediate judgment by City of Newburgh for said amounts.
18. In the event that Seller engaged the services of a New York State Licensed Real Estate Broker in connection with this sale, Seller shall pay said Broker any commission earned pursuant to a separate agreement between Seller and Broker.
19. The property is sold subject to an owner-occupancy restriction. The purchaser has agreed to purchase the property subject to the five (5) year owner occupancy restriction shall, within 18 months of the delivery of the deed, establish his domicile and principal residence at said premises and maintain his domicile and principal residence at said premises for a period of at least five (5) years thereafter, provided that within said five (5) year period, the purchaser may convey said premises to another who shall also maintain their domicile and principal residence at said premises for said period. This shall be set forth as a restrictive covenant in the deed, subject upon its breach, to a right of re-entry in favor of the City of Newburgh. This shall be in addition to all other provisions, covenants and conditions set forth in the Terms of Sale.

ACKNOWLEDGED AND AGREED

Date: _____

(Purchaser Name)

RESOLUTION NO. 219 - 2019

OF

SEPTEMBER 9, 2019

A RESOLUTION AUTHORIZING A TWELVE MONTH EXTENSION OF TIME
TO REHABILITATE THE PREMISES KNOWN AS 92 OVERLOOK PLACE
(SECTION 45, BLOCK 8, LOT 24) IN THE CITY OF NEWBURGH

WHEREAS, the City of Newburgh did convey the premises located at 92 Overlook Place, more accurately described as Section 45, Block 8, Lot 24 on the Official Tax Map of the City of Newburgh, by deed dated February 1, 2017; and

WHEREAS, said deed included a provision requiring rehabilitation of the conveyed premises to be completed on or about August 1, 2018; and

WHEREAS, Kurt Schreiber, the owner of property located at 92 Overlook Place in the City of Newburgh, has been unable to comply with the deadline, but has attempted a good faith effort and intent to complete the rehabilitation; and

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

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that Kurt Schreiber be granted a twelve (12) month extension to rehabilitate the premises known as 92 Overlook Place in the City of Newburgh; and

BE IT FURTHER RESOLVED; that such rehabilitation must be completed on or before September 9, 2020, that being twelve (12) months from the date of this Resolution.

RESOLUTION NO.: 220 -2019

OF

SEPTEMBER 9, 2019

A RESOLUTION AUTHORIZING THE EXECUTION
OF A RELEASE OF RESTRICTIVE COVENANTS AND RIGHT OF RE-ENTRY
FROM A DEED ISSUED TO M & N NEWBURGH DEVELOPMENT, LLC TO THE
PREMISES KNOWN AS 66 JOHNSTON STREET (SECTION 23, BLOCK 7, LOT 21)

WHEREAS, on September 23, 2016, the City of Newburgh conveyed property located at 66 Johnston Street, being more accurately described on the official Tax Map of the City of Newburgh as Section 23, Block 7, Lot 21, to M & N Newburgh Development, LLC; and

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

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

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

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 66 Johnston Street, Section 23, Block 7, Lot 21 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 September 23, 2016, from THE CITY OF NEWBURGH to M & N NEWBURGH DEVELOPMENT, LLC, recorded in the Orange County Clerk's Office on September 29, 2016, in Liber 14116 of Deeds at Page 979 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.

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

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

RESOLUTION NO.: 221-2019

OF

SEPTEMBER 9, 2019

A RESOLUTION AUTHORIZING THE EXECUTION
OF A RELEASE OF RESTRICTIVE COVENANTS AND RIGHT OF RE-ENTRY
FROM A DEED ISSUED TO BISESSAR A. MOONESAR TO THE PREMISES
KNOWN AS 44 JOHNES STREET, UNIT 206-J (SECTION 58, BLOCK 1, LOT 1-16)

WHEREAS, on August 25, 2017, the City of Newburgh conveyed property located at 44 Johnes Street, Unit 206-J, being more accurately described on the official Tax Map of the City of Newburgh as Section 58, Block 1, Lot 1-16, to Bisessar A. Moonesar; 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 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.

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 44 Johnes Street, Unit 206-J, (Section 58, Block 1, Lot 1.-16) on the Official Tax Map of the City of Newburgh, from those restrictive covenants numbered 1, 2, 3, 4 and 5 in a deed dated August 25, 2017 from THE CITY OF NEWBURGH to Bisessar A. Moonesar, recorded in the Orange County Clerk's Office on August 31, 2017, in Liber 14283 of Deeds at Page 1390 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.

THE CITY OF NEWBURGH

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.

1517

RESOLUTION NO.: 222 - 2019

OF

SEPTEMBER 9, 2019

A RESOLUTION SCHEDULING A SECOND PUBLIC HEARING
FOR SEPTEMBER 23, 2019 TO HEAR PUBLIC COMMENT REGARDING
THE HOUSING AND COMMUNITY DEVELOPMENT NEEDS OF
THE CITY OF NEWBURGH AND TO HEAR PUBLIC COMMENT ON
THE CITY OF NEWBURGH'S PROPOSED ACTIONS CONCERNING
THE COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
FOR THE 2020-2024 FIVE YEAR CONSOLIDATED PLAN
AND FISCAL YEAR 2020 ANNUAL ACTION PLAN

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that there is hereby scheduled a second public hearing to receive comments regarding the housing and community development needs of the City of Newburgh and to hear public comment on the City of Newburgh's proposed actions concerning the Community Development Block Grant Program for the 2020-2024 Five Year Consolidated Plan and the FY 2020 Annual Action Plan; 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 23rd day of September, 2019, in the third floor Council Chambers located at 83 Broadway, City Hall, Newburgh, New York.

Community Development Block Grant (“CDBG”) 5-Year Consolidated Plan (including FY2020 Annual Action Plan)

**Department of Planning &
Development
April, 2019**

“CDBG” - Brief Primer

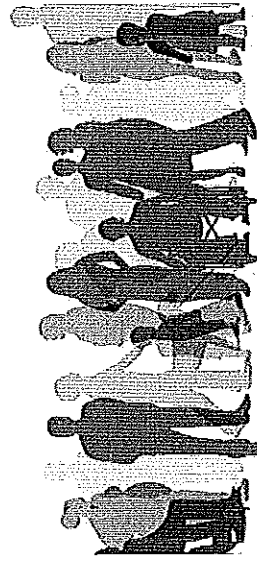
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

- Community Development Block Grant (CDBG) - Administered by the U.S. Department of Housing and Urban Development (HUD)
- Allocated to local and state governments on a formula basis.
- The City of Newburgh is required to prepare and submit a Consolidated Plan that establishes goals for the use of CDBG funds. The new City of Newburgh Consolidated Plan: FY2020-FY2024
- Projects MUST be consistent with national priorities for CDBG:
 - Activities that benefit low- and moderate-income people;
 - The prevention or elimination of slums or blight; or
 - Community development activities to address an urgent threat to health or safety.

City of Newburgh Community Development Goals

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

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



City of Newburgh CDBG FY2020 - 2024 Consolidated Plan - Goals

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

City of Newburgh CDBG FY2020 - 2024 Consolidated Plan - Goals

Priority Needs Identified through (examples):

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

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

City of Newburgh FY2020-2024 Consolidated Plan Goals Overview:

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

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

City of Newburgh FY2020-2024

Consolidated Plan Goals:

Goal: Infrastructure Improvements

Project Examples:

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

City of Newburgh FY2020-2024 Consolidated Plan Goals:

Goal: Economic Development

Project Examples:

- Business Sign/Façade Program
- Workforce Development Assistance

City of Newburgh FY2020-2024 Consolidated Plan Goals:

Goal: Quality of Life Improvements

Project Examples:

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

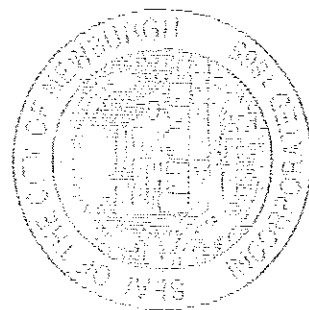
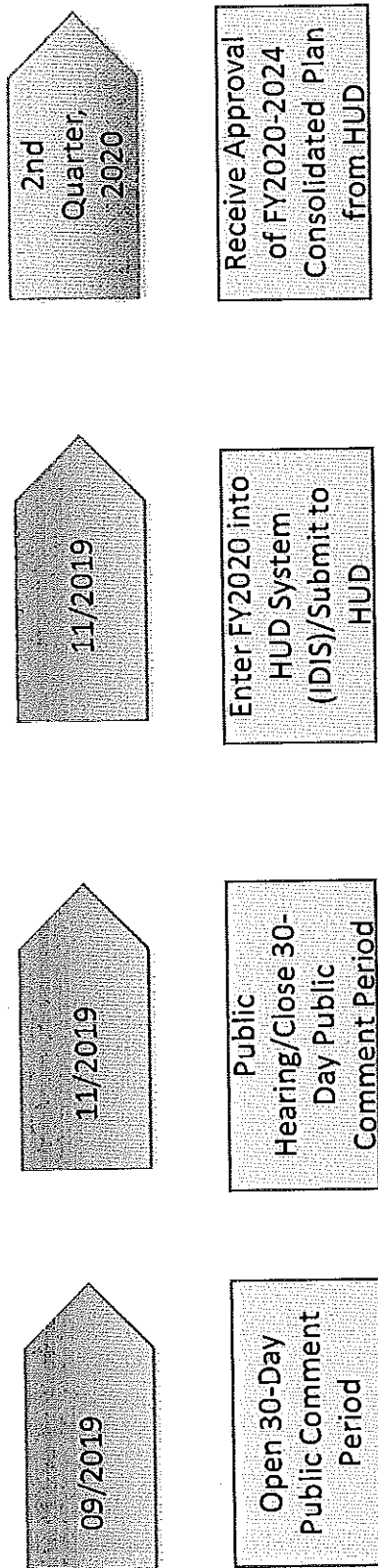
City of Newburgh FY2020-2024 Consolidated Plan Goals:

Goal: Housing

Project Example:

- In Rem Property Program
- Homeowner Assistance

City of Newburgh FY2020-2024 Consolidated Plan Timeline



FY2020-2024 Consolidated Plan Timeline



City of Newburgh FY2020 Annual Action Plan (AAP)

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

FY2020 Proposed CDBG Projects/Funding

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

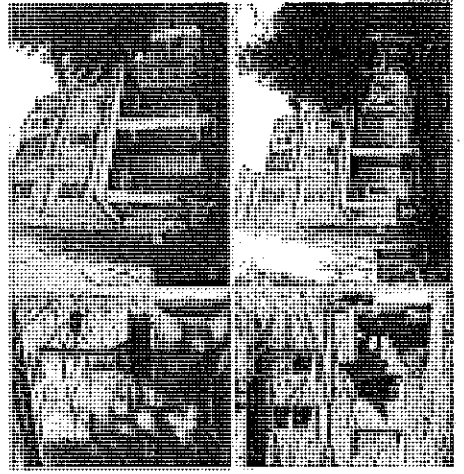
Project: In Rem Property Program
Budget: \$220,000.00

Summary

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

In Rem Property Program Highlights

- Staffed by 2 full-time Department of Public Works employees and 1 employee of the Planning & Development Department dedicated to the in rem program.
- Provides maintenance and security of vacant properties. Keeps properties habitable, neighborhoods looking good, maintains/increases property values.



Project: Infrastructure Improvements
Budget: \$225,000.00

Summary

Examples of projects include:

- “Complete Streets” Safe Access Upgrades
- Sidewalk improvements

Project: Park Improvements
Budget: \$200,000.00

Summary

Examples of projects include:

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



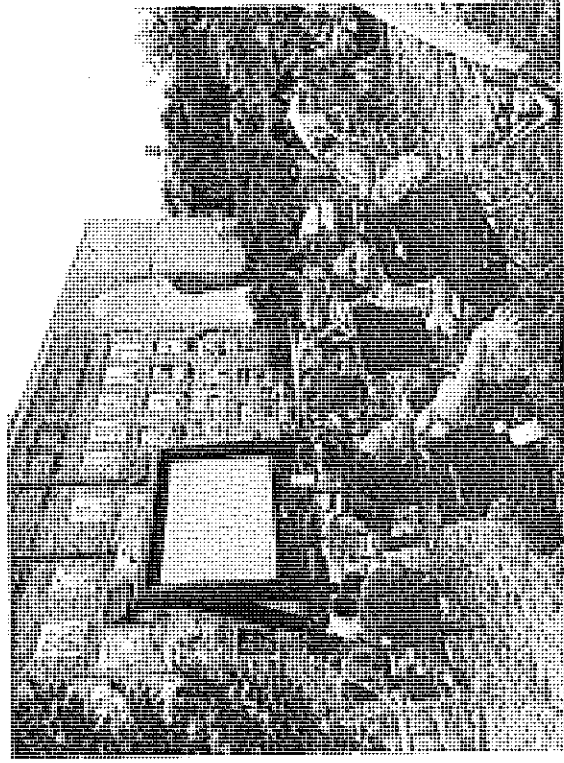
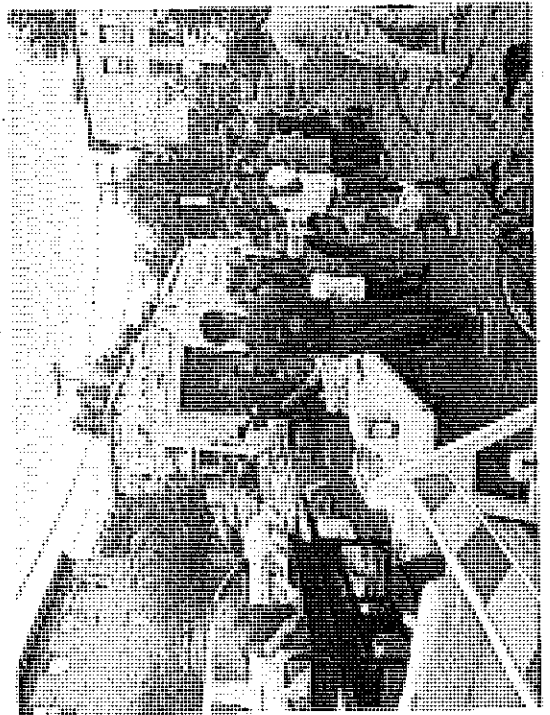
Project: Community Policing/Neighborhood Services
Budget: \$20,000.00

Summary

Examples of Projects include:

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

Festival



Project: Homeowner Resource Assistance
Budget: \$50,000.00

Summary

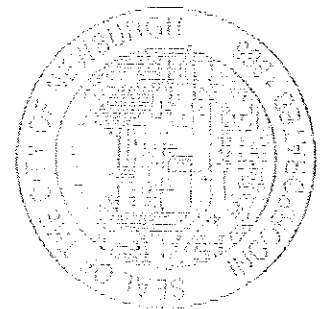
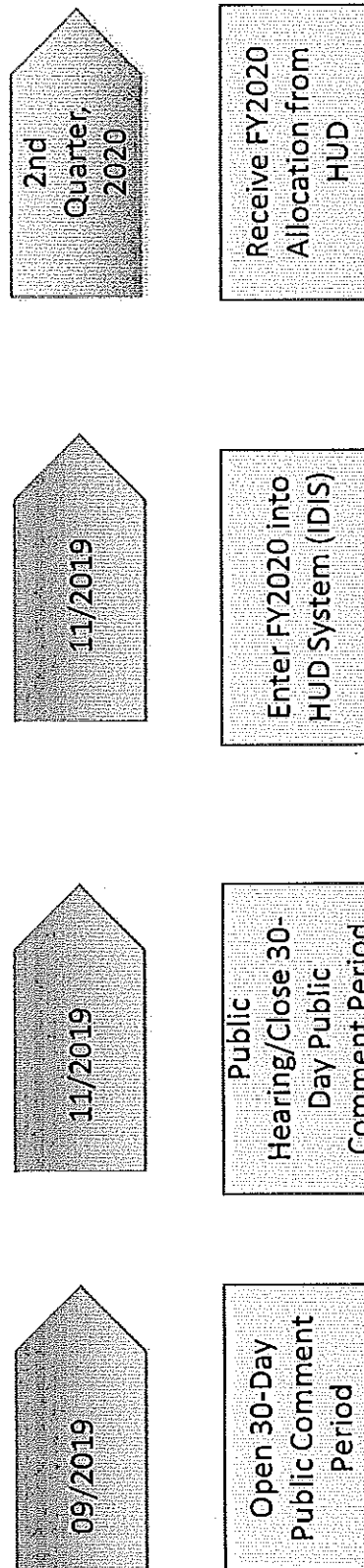
Funding to support a low-income homeowner resource assistance program. Includes repairs as well as other assistance such as financial/budget counseling.

Project: Administration
Project Funding: \$130,000.00

Summary

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

FY2020 CDBG AAP Timeline



FY 2020 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROJECTS TIMELINE



RESOLUTION NO.: 223 - 2019

OF

SEPTEMBER 9, 2019

A RESOLUTION AUTHORIZING THE CITY MANAGER TO APPLY FOR
AND ACCEPT IF AWARDED A CITIES FOR RESPONSIBLE INVESTMENT AND
STRATEGIC ENFORCEMENT PHASE III GRANT FROM
ENTERPRISE COMMUNITY PARTNERS, INC.
TO IMPROVE CODE ENFORCEMENT POLICY AND PRACTICES
IN THE CITY OF NEWBURGH

WHEREAS, by Resolution No. 121-2017 of May 8, 2017, the City of Newburgh was awarded a Cities for Responsible Investment and Strategic Enforcement ("Cities RISE") Phase I grant for a comprehensive asset management data platform and technical expertise to facilitate implementation from the Office of the New York State Attorney General through Local Initiatives Support Corporation; and

WHEREAS, by Resolution No. 228-2018 of August 13, 2018, the City of Newburgh was awarded a Cities RISE Phase II grant from Enterprise Community Partners, Inc. for technical assistance to facilitate capacity building in code enforcement strategies through the Office of the New York State Attorney General; and

WHEREAS, the City is eligible to apply for a Cities RISE Phase III grant from Enterprise Community Partners, Inc. in an amount not to exceed \$1,000,000.00 to provide new resources and training to leverage data into improved code enforcement practices and policy changes, through innovative strategies; and

WHEREAS, this Council has determined that making such application and accepting such grant if awarded is in the best interests of the City of Newburgh and its further development;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to apply for and accept if awarded a Cities for Responsible Investment and Strategic Enforcement ("Cities RISE") Phase III grant from Enterprise Community Partners, Inc. in an amount not to exceed \$1,000,000.00 to provide new resources and training to leverage data into improved code enforcement practices and policy changes, through innovative strategies through the Office of the New York State Attorney General; and that the City Manager is authorized to execute all such documentation and take such further actions as may be appropriate and necessary to accept such grant and administer the programs funded thereby.

City of Newburgh / Cousins, Erin

91803945703

Enterprise Community Partners

Cities RISE Innovation Grant Application

City of Newburgh / Erin Cousins
83 Broadway
Newburgh, NY 12550, United States
845-569-7383
Ecousins@cityofnewburgh-ny.gov

Submitted: August 16, 2019

Forms

2019 Cities RISE: 1. General Information

(* = required)

1. City Name*

City of Newburgh

2. Point of Contact Name and Position*

Erin Cousins, Neighborhood Stabilization Coordinator

3. Contact Email*

ecousins@cityofnewburgh-ny.gov

4. Contact Phone*

(845) 569-7383

2019 Cities RISE: 2. City Challenge

(* = required)

Please make sure your responses do not exceed 250 words per question

1. What is the problem(s) or challenge(s) you are trying to overcome with this proposal?*

Please do not exceed 250 words

The City of Newburgh has a housing crisis which can only be solved with targeted and proactive code enforcement. According to the 2017 American Community Survey 32% of housing units are owner occupied in the City of Newburgh. Approximately 10% of the building stock is vacant and in need of rehabilitation. The occupied building stock is in dangerously poor condition and the most vulnerable residents are not engaged with Codes Enforcement because they fear displacement. The City's only mechanism for the most egregious code violations is condemnation, which has the unintended consequence of increasing displacement. Buildings are frequently condemned for code deficiencies, rendering all occupants homeless until improvements are made. The City has worked hard to have progressive city ordinances, such as the Vacant Property Registry, and Rental Property Registry, however forcing compliance with these laws takes targeted and sustained efforts for which there is no capacity. Due to City-wide budget constraints the department is stretched thin with only 4 full-time code officers handling over 200 cases per month. Current software is not adequate to manage the data and work flow of Codes Department. As result open permits and open violations often linger without resolution with no mechanism to track progress. The department is also constrained without standardization of procedures and operations. 164 properties have current rental licenses but the total number of rental units is unknown.

2.

What have you heard from residents and community members that supports the need to address this problem?

*

Please do not exceed 250 words

The City of Newburgh is engaged with the community in a variety of ways: in partnership with New York Civic Engagement Table, directly with the public at ongoing public Distressed Property Task Force meetings, and finally on a daily basis with the Occupied and Vacant Specialist who interacts and assists residents and property owners. Many live with inadequate heat, hot water and electricity in apartments infested with rodents, cockroaches, and bed bugs. Residents are reluctant to make complaints because they fear displacement if the building is condemned or evicted illegally by landlords as retaliation for complaining. The growing Spanish speaking immigrant population is reluctant to complain about living conditions for fear of eviction but also for fear of deportation or detention due to immigration status which is threatened by their land lords. Residents want more public access to information about the health and safety of the building before they make a housing choice. Many have complained about moving into an apartment that had an open condemnation that they were not aware of, which eventually lead to their displacement. Many tenants do not have leases and do not know their rights as tenants, nor do

they know where to go with housing related complaints and issues. Many people who have been evicted or displaced due to condemnation have had to travel to the County homeless shelter in Middletown, 30 miles away from the City of Newburgh.

3. What data supports the need to address this problem?*

Please do not exceed 250 words

According to the Housing Profile published by Pattern for Progress in 2018, the combination of rising rents and low median income for renters has contributed to a severe affordability problem in the City. Although 39% of rental units have rents below \$1,000, the median rent in the city has risen rapidly since 2000, 65% of renter households are cost burdened (paying more than 30% of their income), and 41% who are severely cost burdened paying more than 50% of their income. There are currently a total of 5,060 residential structures in the City, and 587 of those buildings are vacant. Approximately 335 of those vacant buildings sit boarded up with no renovation work taking place. Roughly 163 vacant properties are in the process of being renovated, and the remaining 89 buildings are currently categorized as vacant but are most likely occupied.

At this time there are only 124 buildings have current rental licenses, 166 vacant buildings are compliant with the vacant registry out of approximately 2,286 two family and multi-unit buildings, and 2,774 single family buildings.

From July 1, 2018- July 1, 2019 there have been 42 condemnations. Overall compliance with building codes is extremely hard to quantify, as years of lax code enforcement has resulted in hundreds of illegally converted units. Also, we do not have a mechanism to capture accurate data when the interior of a building is accessed. These units, operating outside of their Certificate of Occupancy, make up a majority of the condemnations.

We have been able to put some of the pieces of the puzzle together but the current gaps and inaccuracies of the data prevent us from having a reliable housing unit count.

2019 Cities RISE: 3. Tweaks and Innovation

(* = required)

Please make sure your responses do not exceed 250 words per question

1. Describe the innovation strategy to overcome the problem(s) or challenge(s).*

Please do not exceed 250 words

Our long term strategy is a technology driven solution to build capacity to gather, synthesize and track municipal data. We plan to increase collaboration across Core City Departments, develop and implement clear Standard Operating Procedures in the Codes Department, upgrade to a municipal asset management software that can be used by Core City Departments, find innovative and safe ways to house persons displaced after a building is condemned, and make a more substantial connection to the Spanish speaking population with the addition of a Spanish speaking Rental Registry Expert. We are planning to launch a forward facing building blocks and install a

kiosk in a public building for easy access to the site. In order to make policy recommendations to address gaps in the emergency housing system we would like to follow individuals displaced after a condemnation as they navigate the emergency housing system. We have a plan to partner with a local landlord to maintain a 2 bedroom apartment to house a family or individuals for a week at a time after a condemnation. We have partnered with RECAP and Newburgh Ministry to develop up to 50 units of supportive housing and will help with site selection and make any necessary changes to the zoning to facilitate. We would like to develop an "access" form to gather basic information about the characteristics of building unit interiors. In the short term we will pilot a "code sweeps" program targeting a specific neighborhood or block we think a comprehensive sweep with multiple city department will make an impact on. We will continue to work to support the creation of a tenant advocacy organization that we can partner with.

2.

After successful implementation of your strategy, explain how and why your operations will be more effective, efficient, and equitable.

*

- Effective operations:
- Efficient operations:
- Equitable operations:

Please do not exceed 250 words

New municipal software will help triage code complaints and streamline work, as well as provide mechanisms to measure and track work progress important to both improve efficacy and equity. Increasing collaboration and sharing information across departments will help us be more effective addressing nuisance properties as well as contributing to more efficient data collection. Two additional rental registry experts (one Spanish speaking) would give the department needed capacity to be more effective and equitable. Standard Operation Procedures for the Codes Department will help identify inefficiencies in the work flow of the department as well as increase transparency and equity. A forward facing Building Blocks and a robust tenants association will help provide more protections for tenants in the City and address the unequal balance of power between tenants and landlords. Having a community partner such as a tenants association will help us become a more proactive and equitable, and less a complaint-driven department. Supporting Community Based Organizations with their plans to develop up to 50 units of supportive housing will fill a housing need for the most vulnerable residents often disproportionately effected by displacement after condemnations. Our work will be more effective and equitable with by helping to create a legal pathway to develop micro-units and decrease reliance on illegal SROs. The creation of up to 50 additional supportive housing units is a solution that will bring more equity and efficacy to our work by better supporting the needs of the most vulnerable residents.

3. Please fill in the tweaks and innovations table*

Please upload your tweaks and innovations table here. To download the form, please use the following link: <https://bit.ly/2KGpZtV>

2019.05.30_Grant_Idea_Form_Round2.docx

4.

How will you run pilots, collect evidence, or conduct evaluations to learn if your tweak/innovation work?

*

Please do not exceed 250 words

Progressive City ordinances will be more effective with the addition of better data management, uniform work rules and SOPs, and additional Codes Officers. A comprehensive data management platform will allow the City to track the changes in code complaints, and the time it takes to resolve code violations. It will also allow us to measure the increase in compliance. We would like to be able to measure and track the proportion of work that is proactive versus complaint driven, and strive to dedicate more resources and time to proactive code enforcement over time.

With additional Codes Officers and we can cover more ground on a regular basis and have a better working inventory of the non-compliant and nuisance properties in the City. We need to have a Codes Department with the capacity to do a city wide sweep and inventory of the current conditions of the city in order to ensure code resources and activities are applied evenly and equitably.

Our street sweep pilot will help determine the code issues in each neighborhood and set benchmarks that we can measure progress.

Continued feedback from a tenants association is also a valuable mechanism to gauge our progress connecting and communicating with the residents of the City.

Our pilot for an emergency housing unit will help us gather information on the emergency housing needs for those displaced after a condemnation.

The "access" form will be a valuable tool for establishing a housing unit count and a better measurement of how many properties are currently operation outside of the Certificate of Occupancy.

5.

What are the internal and external risks to executing your strategy, and how will you mitigate these risks?

*

Please do not exceed 250 words

The innovation strategies rely heavily on a good working relationship between the Building and Codes Department, the Planning and Development Department, the Corporation Counsel, the Assessor's Office, the Police Department and the Department of Public Works. To maintain this working relationship we need the continued support of the City Manager and the Mayor. Increased

collaboration should result in better information sharing for all involved and increase the capacity and efficacy of the work done by every department.

The current culture on "non-compliance" will be hard to change, however it is a key component to the future success of the City of Newburgh, and with proper communication and collaboration with external stakeholders we will be able to work together to protect tenants and improve the quality of life for all.

2019 Cities RISE: 4. Beneficiaries and Stakeholders

(* = required)

Please make sure your responses do not exceed 250 words per question

1.

Which residents and priority populations benefit if you are successful? And how will you measure that success? Please be specific about geography, race or other identifiers when identifying priority populations.

*

Please do not exceed 250 words

Our Innovation strategy is designed to target three specific groups: the very low income African American population, the chronic homeless population, and the low income immigrant population (Haitian, Jamaican, and Latino) who live in the most unsafe conditions such as illegal single room occupancies located predominantly in Ward 1. Our innovation strategy will target Ward 1, as it has the highest concentration of substandard rental housing, the highest levels of disinvestment and blight.

We plan to follow individuals through the emergency housing network following a condemnation that results in displacement. We do not know where people are sent in this situation nor do we know the time it takes to recover permanent housing. With this information we can strive to connect residents in that situation with safe emergency housing immediately within the City of Newburgh and in a reasonable amount of time find permanent housing. We can also make sure that the building conditions that contribute to this cycle of displacement are resolved in a reasonable amount of time and prevent new tenants from moving into units that have not been adequately repaired.

2.

How will your internal operational capacity improve if you are successful? How will you measure that success?

*

Please do not exceed 250 words

With improvements made to internal capacity we will be able to move beyond focusing on the most urgent code problems in the City and move to operations that target neighborhoods with

higher proportions of nuisance properties with more frequent inspections. We will also be able to focus resources to stabilize vulnerable areas and keep them from slipping into more dangerous conditions.

With increase collaboration across core departments we will be able to gain more access to the interior of building and further our work collecting good data about the number of housing units in the city and better information about what the actual current uses are.

With more capacity we would be able to do have code officers regularly pass through the whole city. More comprehensive data collection by officers in the field and on inspections will help us achieve a better handle on the number of housing units in the city and other important data not being captured now.

Community outreach activity with sustained engagement with engagement with a tenants association to make more information about the pedigree of the building stock public will help foster public trust in the City and will help us collaborate better with the public on enforcement issues and help tenants in the city make more informed housing choices. We hope that making basic information about the pedigree of the building stock will prompt many owners to address outstanding violations and increase compliance with the rental registry.

2019 Cities RISE: 5. Funding and Sustainability

(* = required)

Please make sure your responses do not exceed 250 words per question

1.

What specific activities will be funded with the grant resources? Please refer to the table in 3.3, as necessary.

*

Please do not exceed 250 words

- Consulting Fees for SOPs
- Hire two Rental Registry Experts
- Pilot program for emergency housing unit in City
- Public Building Blocks and Kiosk
- Targeted neighborhood action plan to address code issues i.e. code sweeps
- Consulting fees to develop fillable forms that can be used with all departments and will work with new municipal asset management software
- Upgrade to better Municipal Asset Management software
- Tablets for 8 Code Officers
- Design Fees for Micro Units

2. What are the internal and external resources required to execute your strategy?*

Please do not exceed 250 words

The internal resources needed to execute our innovation strategy are continued support from the Building and Codes Department, Planning and Development, Police Department, Corporation Counsel, Assessors Office, and Department of Public Works. We need collaboration from these core city departments to effectively gather data on the in

Externally we need to continue to build communication and trust with residents and work closely with community based organizations working with vulnerable populations in the City. We need to maintain and continue our partnership with RECAP and Newburgh Ministries to develop more supportive housing.

Externally we need to contract with a consultant to develop a new set of SOPs for the Codes Department, and "access" forms.

3. How will these activities and resources be sustained beyond the grant funding?*

Please do not exceed 250 words

We are confident that more proactive code enforcement will increase our ability to collect fees that will be able to cover the costs of our innovation strategy well past the grant funded period. In the past additional staff salary was easily covered by the increase in fees collected.

Software and forms are start-up costs mostly and ongoing maintenance costs are similar to existing costs. In the future we also hope to also share some of the costs of this work with other municipal departments.

4.

How will you sustain community partnerships and incorporate stakeholder input throughout implementation and beyond?

*

Please do not exceed 250 words

We are working to change a deeply ingrained culture from one of non-compliance and neglect to one of voluntary compliance and cooperation from the public. Regular engagement with residents and property owners and creating linkages to community based organizations will be necessary to make this shift. Improvements to Code Enforcement capacity are essential to changing this culture to and will allow the department to apply resources equitably throughout the City.

We believe that Code Enforcement is a foundational part of the community moving forward and as the culture begins to shift we will have more willing allies and partners to insure everyone's success moving forward.

5. Upload your estimated budget and work plan.*

Please upload your estimated budget and work plan for the innovation grant here. To download the form, please use the following link: <https://bit.ly/2YDMKDC>

[Newburgh budget worksheet.xlsx](#)

6. Use this section to upload supporting/supplemental documents.

Please upload any supporting documents all as a single file.

Printed August 22, 2019 08:59 CST/CDT



City of XXXXXX

prioritization and how you will ensure that money will be obligated by June 2020.

[illegible]

Cities RISE Innovation Budget
City of Newburgh

Reminder that all funds should be obligated by June 2020

Directions: The form and detail should adequately explain how you plan to spend money in each component of your innovation strategy. As with the work plan, this budget will change based upon your actual award, so this does not constitute final amounts or figures. This will primarily be used as a means help evaluate your proposal, and will aid in understanding how you would allocate monetary resources. This is intended to be a rough estimate of your expenditures and will be adjusted based upon the final award amount. There is no minimum or maximum threshold for the detail required for this budget.

Fill in details below	
Strategy Component 1	Expenditures
Two Rental Registry Code Officers	\$ 320,576 pay and benefits for 2 years (including family health insurance -\$14,000 if Single)
Consulting Fees for SOPs	200,000
Tablets for # Code Officers	\$ 5,600 \$700 per unit for 8 users
Municipality Software for Codes	\$ 200,000 first 2 years
Strategy Component 2	
2 BR apartment for 1 year	\$ 14,400
Design Fees for Micro Units	\$ 100,000
Public Building Blocks Kiosk	\$ 8,000
Code Sweeps	\$ 70,000
Consulting to develop fillable forms	\$ 50,000
Total	\$ 968,576

RESOLUTION NO.: 224 - 2019

OF

SEPTEMBER 9, 2019

A RESOLUTION AUTHORIZING THE CITY MANAGER
TO ACCEPT A PROPOSAL AND EXECUTE AN AGREEMENT WITH
MITCHELL ASSOCIATES ARCHITECTS FOR ARCHITECTURAL SERVICES
FOR THE CITY OF NEWBURGH FACILITIES MASTER PLAN PHASE I
AT A COST OF \$107,400.00 AND AMENDING RESOLUTION NO: 364-2018,
THE 2019 BUDGET FOR THE CITY OF NEWBURGH, NEW YORK
TO TRANSFER FUNDS FROM HEALTH INSURANCE TO
EXECUTIVE OFFICE - CONSULTANT SERVICES

WHEREAS, the City of Newburgh has undertaken the development of a Facilities Master Plan to examine its options in determining whether to renovate existing government offices and other facilities, to consolidate offices and facilities, or to build new offices and facilities: and

WHEREAS, the City wishes to accept a proposal and execute an agreement with Mitchell Associates Architects for architectural services for phase I of the Facilities Master Plan; and

WHEREAS, the phase I services will be comprised of an existing conditions and needs assessment; and

WHEREAS, the cost for the phase I services will be \$107,400.00 and funding will be transferred from A.3120.0860-Health Insurance and A.3412.0860-Health Insurance to A.1230.0455.0001-Consultant Services _ Newburgh Facilities Master Plan; and

WHEREAS, the City Council has reviewed the annexed proposal and has determined that such work would be in the best interests of the City of Newburgh;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to execute an agreement with Mitchell Associates Architects for architectural services for phase I of the City of Newburgh Facilities Master Plan at a cost of \$107,400.00; and

BE IT FURTHER RESOLVED, by the City Council of the City of Newburgh that Resolution No. 364-2018, the 2019 Budget of the City of Newburgh, is hereby amended as follows:

	<u>Decrease</u>	<u>Increase</u>
A.3120.0860 Health Insurance	\$ 60,889.00	
A.3412.0860 Health Insurance	\$ 46,511.00	
	<u>\$107,400.00</u>	
 A.1230.0455.0001		
Consultant Services _ Newburgh Facilities Master Plan		<u>\$107,400.00</u>
 TOTALS:	 \$107,400.00	 \$107,400.00

AGREEMENT made as of the _____ day of September, 2019

BETWEEN the Owner:

City of Newburgh
83 Broadway
Newburgh, NY 12550

and the Architect:

Mitchell Associates Architects, PLLC
29 Thacher Park Road
Voorheesville, NY 12186

for the following Project:

Phase One architectural and engineering services for a facilities master plan as described in the attached exhibit "A" titled "Newburgh Project Understanding," and

The Owner and Architect agree as follows.

ARTICLE 1 ARCHITECT'S RESPONSIBILITIES

§ 1.1 The Architect shall provide the professional services described in exhibit "A," attached hereto.

§ 1.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

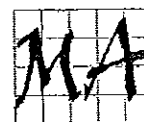
§ 1.3 Peter Signorelli, Ken Gale and Robert Mitchell are each authorized to act on behalf of the Architect with respect to the Project.

§ 1.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 1.5 The Architect shall maintain the following insurance for the duration of this Agreement. If any of the requirements set forth below exceed the types and limits the Architect normally maintains, the Owner shall reimburse the Architect for any additional cost for any additional coverages:

1. General Liability: \$1,000,000 each occurrence, \$2,000,000 general aggregate
2. Automobile Liability: \$1,000,000 combined single limit
3. Workers' Compensation: \$1,000,000
4. Professional Liability: \$1,000,000

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ARTICLE 2 OWNER'S RESPONSIBILITIES

§ 2.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written response to the program template provided by M-A which shall set forth the Owner's objectives, schedule, constraints and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems and site requirements. Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of or enforce lien rights.

§ 2.2 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

ARTICLE 3 COPYRIGHTS AND LICENSES

§ 3.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project. If the Owner and Architect intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions.

§ 3.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 3.3 Upon execution of this Agreement, the Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for the Project, provided that the Owner substantially performs its obligations, including prompt payment of all sums when due, under this Agreement. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service solely and exclusively for use in performing services for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Sections 4.4 and 4.5, the license granted in this Section 3.3 shall terminate.

§ 3.3.1 In the event the Owner uses the Instruments of Service without retaining the author of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses, except for those caused by gross negligence of the author. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 3.3.1, except for those caused by gross negligence of the author. To the extent the Owner provides the Architect with drawings, specifications, or other documents, the Owner shall defend, indemnify and hold harmless the Architect for any expense, loss, damages, or claims, including reasonable attorney's fees arising out of a copyright or related claim against the Architect or its Consultants.

§ 3.4 Except for the licenses granted in this Article 3, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

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ARTICLE 4 TERMINATION OR SUSPENSION

§ 4.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Architect shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 4.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 4.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 4.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 4.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 4.6 In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due and all Termination Expenses as defined in Section 4.7.

§ 4.7 Termination Expenses are in addition to compensation for the Architect's services and include expenses directly attributable to termination for which the Architect is not otherwise compensated, plus an amount for the Architect's anticipated profit on the value of the services not performed by the Architect. Termination expenses shall be computed as follows:

- .1 For services provided on the basis of stipulated sum, 10 percent of the stipulated sum at Section 5.1.1 of this Agreement irrespective of the services provided by the Architect.

§ 4.8 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 3 and Section 5.3.

ARTICLE 5 COMPENSATION

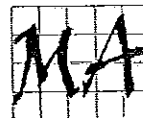
§ 5.1.1 The Owner shall compensate the Architect for services described in Exhibit "A," attached.

§ 5.1.2 For additional services not described in Exhibit "A" that may arise during the course of the Project the Owner shall compensate the Architect in accordance with the fee schedule in Exhibit "A".

§ 5.1.3 Compensation for City authorized Additional Services of the Architect's consultants when not specifically included in any other section of this Agreement, shall be the amount invoiced to the Architect plus 15%.

§ 5.1.4 The hourly billing rates for services of the Architect and the Architect's consultants, if any, are set forth in Exhibit "A," attached.

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§ 5.2 COMPENSATION FOR REIMBURSABLE EXPENSES

§ 5.2.1 Reimbursable Expenses are in addition to compensation for the Architect's professional services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- .1 City authorized special printing, reproductions, plots, standard form documents, outsourced printing, and photography will be billed at 115% of cost without markup defined in 5.2.1.1;
- .2 Outsourced postage, handling and delivery will be billed at cost without markup defined in 5.2.1.1;
- .3 City authorized renderings, models, mock-ups, professional photography, and presentation materials requested by the Owner in addition to that provided in Exhibit "A" as part of the base services will be billed at 115% of cost, without markup defined in 5.2.1.1;
- .4 Transportation and authorized out-of-town travel and subsistence will be billed at cost. Mileage will be billed at the current federally recognized;
- .5 Fees paid for securing approval of authorities having jurisdiction over the Project; and
- .6 Other similar Project-related expenditures.

§ 5.3 PAYMENTS TO THE ARCHITECT

§ 5.3.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid sixty (60) days after the invoice date shall bear interest at the rate of eight (8) percent per annum. Invoices shall clearly identify the tasks performed and the applicable percentage completed within the billing period.

§ 5.3.2 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 5.3.3 Records of Reimbursable Expenses, expenses related to additional services, and services performed on the basis of hourly rates shall be submitted with each invoice where reimbursement is claimed.

ARTICLE 6 MISCELLANEOUS PROVISIONS

§ 6.1 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or Architect.

§ 6.2 Unless otherwise expressly required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 6.3 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project.

§ 6.4 If the Architect or Owner receives information specifically designated by the other party as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except to (1) its employees, (2) those who need to know the content of such information in order to perform services or construction solely and exclusively for the Project, or (3) its consultants and contractors whose contracts include similar restrictions on the use of confidential information.

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ARTICLE 7 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

§7.1 To the fullest extent permitted by law, the Owner shall defend, indemnify and hold harmless the Architect, Architect's Consultants, its agents and employees for all expenses, loss, damages and claims, including reasonable attorney's fees arising out of the negligent acts, errors, or omissions of the Owner, its consultants, contractors, or anyone acting on their behalf. To the fullest extent permitted by law, the Architect shall defend, indemnify and hold harmless the Owner, its officers, employees, volunteers and agents for all expenses, damages and claims, including reasonable attorneys' fees, loss, damages, or claims arising out of the negligent acts, errors, or omissions of the Architect, its agents, employees, consultants or contractors.

§7.2 To the extent the Owner provides the Architect with drawings, specifications, or other documents, the Owner shall defend, indemnify and hold harmless the Architect for any expense, loss, damages, or claims, including reasonable attorney's fees arising out of a copyright or related claim against the Architect or its Consultant's.

§7.3 The Architect and the Owner waive consequential damages for claims, disputes or other matters in question arising out of the services and work, or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with this Agreement.

§7.4 Limitation of Liability: The liability of the Architect and the Architect's Consultants for actions, damages, claims, demands, judgments, losses, costs or expenses arising out of or resulting from the Architect's or its Consultants' negligent acts, errors, or omissions, is limited to the Architect's fee collected pursuant to this Agreement, as defined on page 10 of Exhibit "A," attached hereto.

§7.5 Hazardous Materials: The Owner shall be responsible for the detection of any and all toxic or hazardous substances which may be encountered on the site. However, if the Architect reasonably believes that a substance is either toxic or hazardous, the Owner shall be notified immediately. The Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance and, in the event such material or substances are found to be present to verify that it has been rendered harmless. The Owner shall furnish in writing to the Architect the names and qualifications of the persons or entities who are to perform tests verifying the presence or absence of such materials or substances or who are to perform the task(s) of removal or safe containment of such material or substance. To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Architect, the Architect's Consultants, its agents and employees from any expense, loss, damage, and/or claim, including reasonable attorney's fees, arising out of the presence of such toxic or hazardous substance, provided that such damage, loss, or expense, is not due to the sole negligence of the Architect.

§7.6 If the Architect or its consultants determine that physical testing or selective demolition is required to verify existing conditions, the Owner shall bear the costs of such testing. Services of the Architect or its consultants related to such testing is an additional service.

§7.7 It is expressly understood that the evaluation of existing conditions requires that certain assumptions be made by the Architect and that certain assumptions cannot be verified without expending additional sums of money or otherwise destroying portions of the building. As such, the Owner agrees that the Architect shall not be liable for assumptions made in connection with existing conditions. Furthermore, to the extent that the Architect is provided with any information, including but not limited to, drawings, specifications, or studies, the Architect may reasonably rely on said information in the performance of services. To the extent that the information provided to the Architect is inaccurate, contains errors or omissions, the Architect shall have no liability in connection with the information provided or for any damages resulting therefrom. The Owner further agrees, to the fullest extent permitted by law, that the Owner shall indemnify and hold harmless, the Architect, the Architect's consultants, its agents and employees for any expense, loss, damage, and/or claim, including reasonable attorney's fees arising out of the Architect's reliance of this information.

§7.8 If a court having jurisdiction over the subject matter of this Agreement shall determine that any one or more of the provisions are illegal, void, or otherwise unenforceable as a matter of law, that such provision(s) shall be severed

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from this Agreement and the balance of this Agreement shall be given full force and effect to accomplish the intention of the parties.

ARTICLE 8 SCOPE OF THE AGREEMENT

§ 8.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Architect.

§ 8.2 This Agreement incorporates the following documents attached hereto:

1 Exhibit "A"

This Agreement entered into as of the day and year first written above.

OWNER

ARCHITECT

Signature Date

Signature Date

Print, Name & Title

Robert Mitchell, President

Print, Name & Title

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Exhibit A

Newburgh Project Understanding

The City of Newburgh is looking to examine possibilities of whether to renovate existing facilities, to consolidate facilities, or to build new. The facilities that the city is looking to evaluate are the city government offices, the fire headquarters, the police headquarters, the West End Fire Station, the public works facilities, activity/recreational centers, city courts, and functions located at 123 Grand Street. The findings of this study will be Newburgh's Facilities Master Plan. Our understanding of this project is outlined below, and our approach to the project can be found in Project Approach, below.

Goals:

1. Evaluation of Facilities Consolidation that examines the following possibilities:
 - a. One Building- City Government, Fire & Police HQ's will be in a new consolidated facility.
 - b. Two Buildings - City Government in one facility, with Fire and Police headquarters together in a second facility.
 - c. Three Buildings - City Government, Fire and Police headquarters all in separate facilities.
2. Evaluation of West End Fire Station will be brought back online to improve response time to the West End, either as a renovation/addition, or a new building.
3. Determine if any City administrative functions can be relocated to the courts building.
4. Analysis of DPW for renovation or reconstruction, with evaluation of alternative sites.
5. Determination of future goals for Activity Center and determine their implications for the physical plant.

Eight existing facilities to be evaluated:

- City Government (excluding city courts which will remain as-is at 300 Broadway)
- City Courts
- Fire HQ
- Police HQ
- West End Fire Station (currently shut)
- DPW
- Activity Center
- 123 Grand Street

Steps to be taken:

Phase One – Existing Conditions and Needs Assessment

1. Existing conditions
 - a. Gather up and report all information about conditions of the existing facilities (structural, envelope, mold, lead, asbestos, site, ADA compliance, etc.). This would include visually inspecting all interior/exterior areas of City Government, City Courts, Fire HQ, Police HQ, West End Fire Station, DPW, Activity Center & 123 Grand Street, photo log of environmental conditions encountered during the

Exhibit "A"

Between City of Newburgh (City) and Mitchell Associates Architects (M-A)

visual inspection, written narrative of our findings with associated cost estimate per building relating to mold, lead and asbestos to allow for continued municipal use. This work will be performed by Quality Environmental Solutions & Technologies, Inc. (Quest).

- b. Evaluate cost implications to allow these building to be have continuing municipal use
2. Inventory of current spaces for each facility
 - a. Tabular "programmatic" format report
3. Determine program requirements for the future for each City function
 - a. Tabular "programmatic" format report by department
 - b. Determine implications for size of building(s)
 - c. Determine preferred locations within the city
 - d. Early sq ft cost budgets

Phase 2 – Logical Combinations of Services – NOT INCLUDED IN THE CURRENT COST PROPOSAL

4. Determine preferred combinations of services
5. Make preliminary assessment as to whether existing sites could accommodate additions of the size needed to meet proposed program(s)
6. Develop initial project budget numbers based on the required spaces as defined by the program/needs assessment
 - a. For any existing sites that can accommodate additions, compare renovation/addition to new construction
 - b. For new sites, include acquisition, demolition, etc. costs

Phase 3 – Prioritize Tasks – NOT INCLUDED IN THE CURRENT COST PROPOSAL

7. Consolidated Facility for City, Fire and Police
 - a. Selection of prospective sites
 - b. Schematic plans & elevations for one building, two buildings and three building solutions
8. West End fire station
 - a. Determination of best solution (renovation vs. new)
 - b. Locate new site if needed
 - c. Schematic plans and elevations
9. DPW
 - a. Determination of best solution (renovation vs. new)
 - b. Locate new site if needed
 - c. Schematic plans and elevations
10. Activity Center
 - a. Determination of best solution (renovation vs. new)
 - b. Locate new site if needed
 - c. Schematic plans and elevations
11. 123 Grand Street
 - a. Determine best use
 - b. Address records management/archive issue
12. Set Priorities

Project Approach

Mitchell Associates Architects

Proposer, Project Lead and Management, Fire Program, Fire Design, Overall Design Integration

MITCHELL ASSOCIATES ARCHITECTS (MA) is the lead firm for the proposed team. We are focused exclusively on public safety design and committed to assisting communities to develop cost-effective, durable, state-of-the-art facilities. Robert Mitchell has provided architectural services to the emergency response community for more than twenty-five years and has been directly involved in over 150 projects addressing 270+ public safety facilities. He is a speaker at emergency service conferences and authored the chapter on renovation/addition for the International Association of Fire Chiefs' Station Design Manual. We have expertise and a notable history in completing feasibility studies that include review of existing building and site conditions, evaluation of renovations/additions versus demolition and reconstruction, cost analysis, consolidation of services, shared facilities, and site reviews and recommendations.

Williams Architects

City Government Offices & DPW, Programming and Design; Police Design

Williams Architects is a recognized leader in municipal architecture and has completed projects for more than 150 municipalities, park agencies, and local government. For over 44 years, Williams Architects has demonstrated an in-depth understanding of the requirements for municipal facilities by developing innovative design solutions that incorporate the components necessary while introducing the most cutting-edge technology to the final design. Combined with wide-ranging expertise in City Hall and Public Safety facility architecture, this results in superb, custom-designed facilities that reflect the needs of their clients and their communities. Tedd Stromswold is a Williams' architect with family ties to Newburgh, and who lives and works in Danbury, CT; he is experienced in designing government office facilities and justice centers and has worked with Mitchell Associates conducting program/needs evaluations for municipal facilities for the City of Beacon and the Town of Poughkeepsie.

Kaestle Boos Associates, Inc.

Police Programming

Kaestle Boos Associates, Inc., (KBA) has fifty years of experience in designing award-winning public safety facilities. Over the past decade KBA has completed more than 50 police, fire and public safety projects including the design and construction of more than 15 police headquarters. MAA and KBA have worked together on more than 25 projects, including 12 combined public safety facilities and have presented at a national conference on fire and police in a shared facility.

Exhibit "A"
Between City of Newburgh (City) and Mitchell Associates Architects (M-A)

Deirdre Glenn

Planning Consultant

Deirdre will assist the team through her thorough understanding of city processes and needs. A native of Newburgh, Deirdre holds sincere empathy with City staff and Council. Her professional background is in architectural and art history and she holds a Master's Degree in Public Administration from Carnegie Mellon's School of Urban and Public Affairs. Deirdre will work closely with MA to fully understand the interrelations of the City's departments and personnel to provide a comprehensive and successful programming solution for this Study.

Huston Engineering, LLC

Mechanical, Electrical Plumbing, and Fire Protection

Our mechanical/ electrical/ plumbing/ fire protection engineer is Huston Engineering, LLC (Huston). Huston has done numerous buildings including the SUNY Orange, Middletown Campus Center of Science and Engineering; SUNY Orange Newburgh Branch Campus, Tower Building; and, SUNY Orange, Newburgh Branch Campus, Kaplan Hall. Huston has worked with us on four fire stations.

Craig Maloney, P.E

Structural Engineer

Craig Maloney is a New York State licensed structural engineer with more than 25 years' experience in structural design. He has provided structural design services for more than 50 fire stations for Mitchell Associates and its predecessor firm.

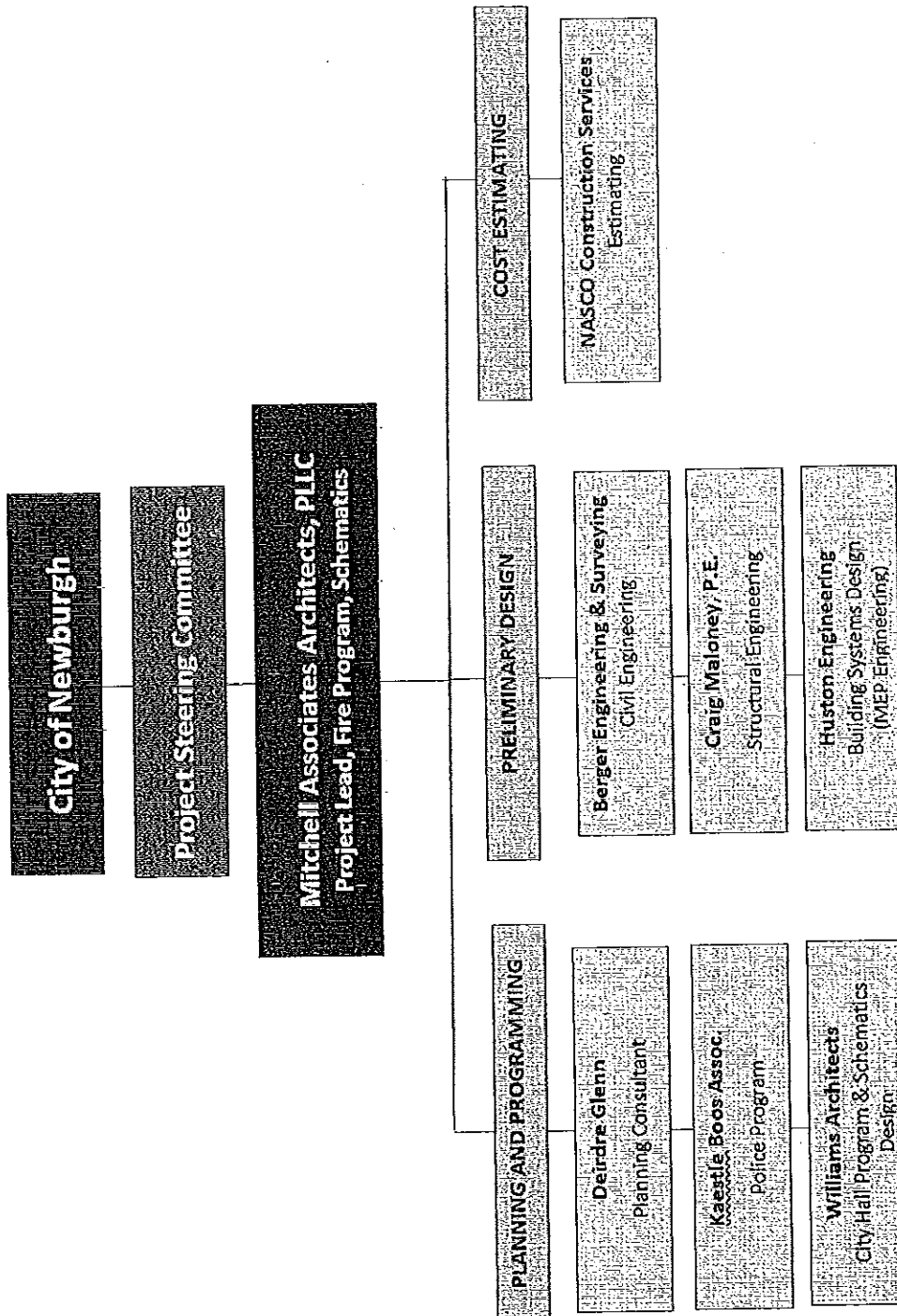
NASCO Construction

Services, Inc.

Cost Estimating

NASCO is a cost consulting firm with over 38 years of experience in all areas of construction including renovation, rehabilitation and new construction. They generally provide approximately 200 estimates per year. NASCO has worked with us since 2005, completing more than 28 of our projects.

Exhibit "A"
Between City of Newburgh (City) and Mitchell Associates Architects (M-A)



1919

Exhibit "A"
Between City of Newburgh (City) and Mitchell Associates Architects (M-A)

Project Steps

The scope of the proposed project requires a step-by-step process that includes careful analysis of current facilities, a thorough understanding of each department's operational and physical needs, and an understanding of how City administration, Fire, Police, and City government function, and how personnel can effectively share a new facility while maintaining their unique functions and identities. Candidate sites are evaluated in terms of best location, space and site needs, buildability, response

time, accessibility and estimated cost. Once a site or sites are identified as possible options, each with a profile of pros & cons, preliminary building designs and cost estimates can be presented to the Committee for their consideration. The Final Report should make a clear case for the recommended site (or sites) so that the City and the Community can be assured that there is an evidence-based and cost-conscious rationale for the site and facility design selected.

PHASE ONE – The Subject of the Current Agreement

PROJECT STEP 1 – EVALUATE CURRENT CITY FACILITIES (and advise re: Potential Renovations)

We will conduct a review of existing conditions at your current buildings including a review of code issues, building envelope, structural, mechanical, electrical and plumbing systems, and contamination by mold, lead and asbestos. The analysis is not intended to be comprehensive, but rather for the purpose of obtaining general recommendations for possible reuse or disposition. An inventory of current spaces will be provided in tabular form (space usage analysis spreadsheets). Information about the sites will be compiled in anticipation of addressing any potential for building or mission expansion. The results will be provided in a report on our findings and recommendations. Buildings to be evaluated include:

- City Hall
- Fire HQ
- Police HQ
- West End Fire Station
- DPW
- Activity Center
- 123 Grand Street
- City Court

Each site will be evaluated for possible additions to meet expanded space requirements that may be determined during programming. An initial rough budget will be developed for each building to correct the deficiencies that would allow it to be as code compliant as economically feasible and remain in use. This will not address costs associated with any expansion of these buildings, which will be addressed later in the Facilities Master Plan.

Exhibit "A"
Between City of Newburgh (City) and Mitchell Associates Architects (M-A)

PROJECT STEP 2 - PROGRAMMING TO DETERMINE CURRENT & FUTURE SPACE NEEDS

Correct programming is the single most important step in the design of your facility. Our team will bring to the table our deep knowledge of operations, building/site issues, equipment, training, and personnel needs based on our years of experience working closely with Municipal and Emergency Services. Programming is a needs assessment process that is based on actively listening to you and assisting you to define the needs and goals for your facility, as

well as offering our expert advice. We use proprietary programming tools and techniques developed by us specifically for our projects. The program for your project will be developed from a series of in-depth meetings with stakeholders – staff and leaders of each department. These meetings will be conducted by Project Team members, each of whom has special expertise to ensure that the end-users will have their operational and personnel needs met in the future facilities.

Be aware that current space usage and current space needs are not the same thing. Code and ADA compliance, gender equity, the provision of proper workspaces, etc., all mandate more space per occupant than what is typical in existing older facilities. This will demand a larger building before added space for additional staff or program is considered.

The result of this phase is a set of detailed program documents that describe current operations and personnel. For example, the Police program will describe current and future personnel figures; shift information including complements and working hours; current and future fleet size; number of detention cells; storage needs; communications and dispatch equipment; and community needs. This process identifies your priorities, the building's potential impact on response and operational issues, training opportunities, necessary adjacencies, storage, administrative space, shared and multi-use areas, living space, security needs, and areas of economy.

The evolution of each departments program will follow from our experience with similar clients, and your guidance regarding what is important and unique to Newburgh.

After determining the net required areas for your current and future operations, assumptions regarding calculated areas for corridors & walls will be validated against a database of similar facilities. Based on the program, space usage analysis spreadsheets will be created that identify individual rooms and the size of stand-alone buildings. For each building being considered for renovation and additions, spreadsheets will identify those areas. Additional spreadsheets will identify probable building sizes for the following possible merged facilities:

1. One Building- City Government, Fire & Police HQ's will be in a new consolidated facility
2. Two Buildings - City Government in one facility, with Fire and Police headquarters together in a second facility

Exhibit "A"
Between City of Newburgh (City) and Mitchell Associates Architects (M-A)

Thorough programming reassures all participants and the public that the decisions made are valid. It also:

1. Confirms the initial budget, or clearly identifies any required compromises between wishes and affordability before the building is designed.
2. Informs and simplifies the design process.
3. Minimizes the possibilities to look back and say, "I wish we had thought of that."

The final output of the program will be a document that you will be able to refer to and use to help educate the community, financing institutions, and potential funding sources about the decision-making process and the validity of your conclusions. A PowerPoint presentation can be made of the program document to enhance public education.

PROJECT STEP 3 - EVALUATION OF EXISTING SITES

Using the program data, site requirements will be determined for each of the facilities. Diagrams will be developed to explore how the needs defined in the program can be met at the existing sites. We will explore the possibility of acquisition of adjacent sites and provide site diagrams.

PROJECT STEP 4 - EVALUATION OF POTENTIAL SITES FOR STAND-ALONE FACILITIES

Using the site requirements for each of the facilities, site-fit diagrams will be developed to determine the minimum required site size. Specific sites identified by the City will be evaluated based on site-fit diagrams.

STEP 5 - EVALUATION OF POTENTIAL SITES FOR MERGED FACILITIES

Site requirements will be determined for two and three-story solutions for:

1. One Building- City Government, Fire & Police HQ's in a new consolidated facility
2. Two Buildings - City Government in one facility, with Fire and Police headquarters together in a second facility

Site-fit diagrams will be developed to determine the minimum required site size. Specific sites identified by the City will be evaluated based on site-fit diagrams. Site fit diagrams are not schematic floor plans, they are building footprint diagrams based on the data from the building programs.

Site layout diagrams will address such critical items as:

- Site Security
- Separation of parking for public, employees, and public safety responders
- Appropriate separation of exiting apparatus, entering responders, and the public
- Safe public access in light of emergency vehicle response
- On-site training
- The role of the facility to be accessible and inviting to the public

Exhibit "A"
Between City of Newburgh (City) and Mitchell Associates Architects (M-A)

Given the level of activity on the site(s) during an emergency, and the need to keep in mind public and employee safety, it will be essential to have an easily understood site traffic circulation plan for pedestrians (visitors and employees) as well as responding vehicles, service and delivery vehicles, and employee and visitor vehicles. A well-thought-out plan for each type of vehicle entry will be included. Contours, drainage, road access, zoning and neighborhood relations are evaluated at this time.

STEP 6 - BUDGET SUMMARY AND SELECTION OF PROJECT DIRECTION

For each of the seven facilities being studied, and for each of their renovation/addition alternatives, and for each combination of merged facilities, conceptual hard and soft cost budgets will be determined. Site related costs (acquisition, demolition, cleanup, etc.) will be specifically detailed.

The resultant data will be the tool that will allow the determination of a correct Project direction; one that allows selecting construction options that can be achieved within an acceptable budget prior to starting any drawings. It will allow for planning how a shared facility can meet the unique requirements of departments with differing missions, while designing opportunities for shared space and community access.

At the end of Phase One, the City will need to determine which of the following 21 possibilities to continue to analyze with conceptual designs and estimates.

Matrix of Possible Outcomes	Reno- No Addition	Reno- With Addition	New Stand Alone	New Merged 3	New Merged 2
City Hall					
Fire HQ					
Police HQ					
West End Fire Station					
DPW					
Activity Center					
123 Grand Street					

At the completion of the work described above, we will make a presentation to City Council summarizing the key findings of Phase 1.

Exhibit "A"
Between City of Newburgh (City) and Mitchell Associates Architects (M-A)

Fee for Services

Mitchell Associates Architects, PLLC will furnish the scope of services described above for a lump sum of **One Hundred and Seven Thousand Dollars & Four Hundred Dollars (\$107,400.00)**.

	Hours Expended Per Task														
	Mitchell Associates			Williams Associates			Kaeble Boos			Huston Eng.		QUEST		Maloney	
	Principal	Senior Staff	Junior Staff	Principal	Senior Staff	Junior Staff	Principal	Senior Staff	Junior Staff	Deirdre Glenn	Principal	Senior Staff	Principal	Staff	Principal
Steps to be taken:															
Phase One - Existing Conditions and Needs Assessment															
1.0 Existing conditions															
a. Gather up and report all information about conditions of the existing facilities (structural, envelope, mold, lead, asbestos, site, ADA compliance, etc.)	10	107	5		8					24	20	80	74	77	51
b. Evaluate cost implications to allow these building to be have continuing municipal use	4	40								8					
2.0 Inventory of current spaces for each facility															
a. Tabular "programmatic" format report	1	8			4					4					
3.0 Determine program requirements for the future for each City function															
a. 3a. Tabular "programmatic" format report by department	46			12	23		17	20	4	8					
b. 3b. Determine implications for size of building(s)	4			5	5					12					
c. 3c. Determine preferred locations within the city	8	8								3	8.5				
d. 3d. Early sq ft cost budgets	4	8													

	Cost Per Task & Per Phase								
	Sub MAA	Sub Williams	Sub KBA	Glenn	Sub Huston	Sub QUEST	Makoney	By Task	By phase
Steps to be taken:									
Phase One - Existing Conditions and Needs Assessment									
1.0 Existing conditions									
a. Gather up and report all information about conditions of the existing facilities (structural, envelope, mold, lead, asbestos, site, ADA compliance, etc.)	\$ 19,211	\$ 1,440	\$	\$ 1,700	\$ 10,000	\$ 24,500	\$ 6,120	\$ 62,471	
b. Evaluate cost implications to allow these building to be have continuing municipal use	\$ 7,040	\$	\$	\$ 400	\$	\$	\$	\$ 7,440	
2.0 Inventory of current spaces for each facility									
a. Tabular "programmatic" format report	\$ 1,450	\$ 720	\$	\$ 400	\$	\$	\$	\$ 2,570	\$ 107,400
3. Determine program requirements for the future for each City function									
a. 3a. Tabular "programmatic" format report by department	\$ 9,660	\$ 6,864	\$ 7,930	\$ 400	\$	\$	\$	\$ 24,854	
b. 3b. Determine implications for size of building(s)	\$ 840	\$ 2,035	\$	\$	\$	\$	\$	\$ 2,875	
c. 3c. Determine preferred locations within the city	\$ 2,920	\$	\$	\$ 600	\$	\$	\$	\$ 3,520	
d. 3d. Early sq ft cost budgets	\$ 2,080	\$	\$	\$ 400	\$ 1,190	\$	\$	\$ 3,670	

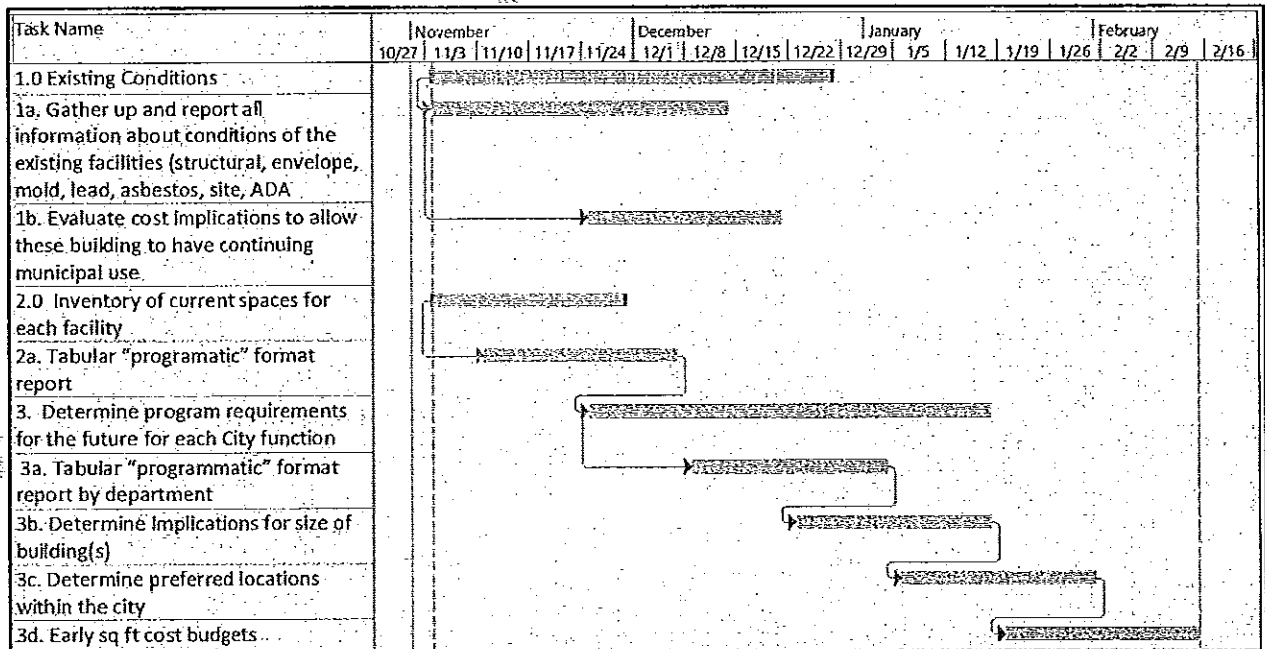
Exhibit "A"
Between City of Newburgh (City) and Mitchell Associates Architects (M-A)

Additional Services Fees

Additional services provided will be based on the hourly rates in the Rate Table below. Hourly rates will increase automatically on January 1, 2021 and each January thereafter at a rate of \$5.00/ hour for each category as listed above.

Rate Table			
1	Mitchell Associates	\$ 210	Principal
2		\$ 155	Senior Staff
3		\$ 110	Junior Staff
4	Williams Associates	\$ 227	Principal
5		\$ 180	Senior Staff
6		\$ 110	Junior Staff
7	Kaestle Boos	\$ 230	Principal
8		\$ 175	Senior Staff
9		\$ 130	Junior Staff
10	Glenn	\$ 50	Principal
11	Huston Eng.	\$ 140	Principal
12		\$ 90	Senior Staff
13		\$ 95	Junior Staff
14	QUEST	\$ 175	Cert Ind Hygienist
15		\$ 150	Project Designer
16		\$ 75	Technician
17	Maloney	\$ 120	Principal

Project Schedule



RESOLUTION NO.: 225 - 2019

OF

SEPTEMBER 9, 2019

A RESOLUTION AUTHORIZING THE CITY MANAGER TO APPLY FOR AND
ACCEPT IF AWARDED A U.S. DEPARTMENT OF JUSTICE
EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE PROGRAM GRANT
IN THE AMOUNT OF \$30,787.00 WITH
A CITY MATCH IN THE AMOUNT OF \$9,184.25
TO PURCHASE A VEHICLE FOR THE CITY OF NEWBURGH POLICE DEPARTMENT

WHEREAS, the City of Newburgh wishes to apply for a U.S. Department of Justice Edward Byrne Memorial Justice Assistance Program grant in the amount of \$30,787.00 with a City match in the amount of \$9,184.25; and

WHEREAS, such grant funding will be used to purchase a vehicle to be used by the Police Department; and

WHEREAS, this Council has determined that applying for and accepting such grant if awarded would be in the best interests of the City of Newburgh and its residents, and the City of Newburgh Police Department;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to apply for and accept if awarded a U.S. Department of Justice Edward Byrne Memorial Justice Assistance Program Grant in the amount of \$30,787.00 to purchase a vehicle for the City of Newburgh Police Department with a City match in the amount of \$9,184.25; and that the City Manager is authorized to execute all such contracts and documentation and take such further actions as may be appropriate and necessary to accept such grant and administer the program funded thereby.

RESOLUTION NO. 226 - 2019

OF

SEPTEMBER 9, 2019

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE
AN INTER-MUNICIPAL WATER SUPPLY AGREEMENT
WITH THE TOWN OF NEW WINDSOR

WHEREAS, the City of Newburgh believes that Washington Lake, the City's former primary public water source has been contaminated with per- and polyfluoroalkyl substances ("PFAS") originating from New York Stewart International Airport and Stewart Air National Guard Base; and

WHEREAS, The Town of New Windsor ("Town") believes that the Butterhill Wells, the Town's former primary public water source has been contaminated with PFAS originating from New York Stewart International Airport and Stewart Air National Guard Base; and

WHEREAS, from May 2016, to October 24, 2018, the City relied on the New York City Catskill Aqueduct ("Aqueduct") as the City's sole source of public water supply and intends to continue such use of the Aqueduct until such time as Washington Lake and the City watershed have been fully remediated and restored; and

WHEREAS, from May 2019 to the present, due to the aforementioned contamination, the Town has relied on the Aqueduct as the Town's main source of public water supply; and

WHEREAS, from October 24, 2018 to June 19, 2019, City relied on Brown's Pond, also known as Silver Stream Dam Reservoir, a reservoir located in the Town of New Windsor but owned by the City, as the City's sole source of public water supply due to the temporary shutdown of the Aqueduct; and

WHEREAS, the New York City Department of Environmental Protection has announced its intention to shut down the Aqueduct for maintenance operations for ten-week periods annually over the next four or five years, commencing with the next shutdown scheduled for October 7, 2019 ("Shutdowns"); and

WHEREAS, the City has historically used Brown's Pond as a backup water supply and is doing so again during the Shutdowns, but the City is concerned that Brown's Pond may not be able to fully satisfy the City's requirement for public water supply; and

WHEREAS, the Town must secure sufficient and reliable backup sources of public water supply by October 7, 2019, when the second of the aforementioned Shutdowns is planned; and

WHEREAS, the Town desires to arrange for one such backup source of public water supply for the aforementioned Shutdown, as well as future Shutdowns and other emergencies, from the City and to cooperate with the City to make available to the City such supply of water under the terms and conditions set forth in an inter-municipal agreement to make available to the City such supply of water under such circumstances as described in the inter-municipal water agreement attached hereto; and

WHEREAS, the City Council of the City of Newburgh finds that entering into said inter-municipal water agreement with the Town of New Windsor is in the best interests of the City;

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 inter-municipal water supply agreement as attached hereto on behalf of the City of Newburgh with the Town of New Windsor.

RESOLUTION NO.: 227-2019

OF

SEPTEMBER 9, 2019

A RESOLUTION APPROVING THE CONSENT JUDGMENT AND AUTHORIZING THE CITY MANAGER TO SIGN SUCH CONSENT JUDGMENT IN CONNECTION WITH THE TAX CERTIORARI PROCEEDINGS AGAINST THE CITY OF NEWBURGH IN THE ORANGE COUNTY SUPREME COURT BEARING ORANGE COUNTY INDEX NOS. 5870-2017, 7878-2018, 5996-2019 INVOLVING SECTION 4, BLOCK 10, LOT 11.1 (415 GRAND STREET, LLC)

WHEREAS, 415 Grand Street, LLC has commenced tax certiorari proceedings against the City of Newburgh in the Supreme Court of the State of New York, County of Orange for the 2017-2018, 2018-2019 & 2019-2020 tax assessment year bearing Orange County Index No. 5870-2017, 7878-2018 & 5996-2019 respectively; and

WHEREAS, it appears from the recommendation of the City Assessor, Joanne Majewski, and Eric D. Ossentjuk, Esq. of Catania, Mahon, Milligram & Rider, PLLC, Counsel for the City of Newburgh in the aforesaid proceedings, 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 matters as more fully set forth below is reasonable and in the best interests of the City; and

WHEREAS, 415 Grand Street, LLC is willing to settle these proceedings without interest, costs or disbursements, in the following manner:

- 1- That the real property of Petitioner described on the City of Newburgh tax roll for the tax year 2017-2018 as tax map number 4-10-11.1 be set at an assessed value of \$300,000.00.
- 2- That the real property of Petitioner described on the City of Newburgh tax roll for the tax year 2018-2019 as tax map number 4-10-11.1 be set at an assessed value of \$325,000.00.
- 3- That the real property of Petitioner described on the City of Newburgh tax roll for the tax year 2019-2020 as tax map number 4-10-11.1 be set at an assessed value of \$325,000.00.

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

BE IT FURTHER RESOLVED, that Joseph P. Donat, City Manager of the City of Newburgh; Joanne Majewski, Assessor of the City of Newburgh; and Eric D. Ossentjuk, Esq. of Catania, Mahon, Milligram & Rider, PLLC, 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

415 Grand Street, LLC

Petitioner,

- against -

THE CITY OF NEWBURGH, JOANNE MAJEWSKI,
AS THE ASSESSOR OF THE CITY OF NEWBURGH,
THE BOARD OF ASSESMENT REVIEW OF THE
CITY OF NEWBURGH, THE BOARD OF
EDUCATION OF THE NEWBURGH ENLARGED
CITY SCHOOL DISTRICT and THE COUNTY OF
ORANGE

Respondents.
-----X

CONSENT JUDGMENT

Index No. 2017-EF005870

Index No. 2018-EF007878

Index No. 2019-EF005996

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

ORDERED, that the real property of the Petitioner described on the City of Newburgh tax rolls for the tax year 2017-18 as follows:

Tax Map No. 4-10-11.1

Be reduced in assessment from \$343,800.00 to a total assessment of \$300,000.00 for a total reduction in assessment of \$43,800.00, prior to the application of any real property tax exemptions, if any; and it is further

ORDERED, that the real property of the Petitioner described on the City of Newburgh tax rolls for the tax year 2018-19 as follows:

Tax Map No. 4-10-11.1

Be reduced in assessment from \$343,800.00 to a total assessment of \$325,000.00 for a total reduction in assessment of \$18,800.00, prior to the application of any real property tax exemptions, if any; and it is further

ORDERED, that the real property of the Petitioner described on the City of Newburgh tax rolls for the tax year 2019-20 as follows:

Tax Map No. 4-10-11.1

Be reduced in assessment from \$343,800.00 to a total assessment of \$325,000.00 for a total reduction in assessment of \$18,800.00, prior to the application of any real property tax exemptions, if any; and it is further

ORDERED, that the Petitioner's real property taxes on said parcels described above for the 2017-2018, 2018-2019 & 2019-2020 School, County and City taxes be adjusted accordingly and that the Petitioner be reimbursed for any overpayment or be credited with the corresponding decrease in taxes, as the case may be, upon the entering of this Consent Judgment with the Orange County Clerk; and it is further

ORDERED, that the officer or officers having custody of the aforesaid assessment roll of the City of Newburgh 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 said assessment to such corrected and reduced valuation; and it is further

ORDERED, that there shall be audited, allowed and credited 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 City taxes and City Special District taxes against the original assessment in excess of what said taxes would have been if said assessment had been made as determined herein; and it is further

ORDERED, that there shall be audited, allowed and credited 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 amounts, 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 said assessment had been made as determined herein; and it is further

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

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

ORDERED, that the terms of R.P.T.L. §727, subject to the exceptions thereto, shall apply to this settlement in all respects; and it is further

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

Signed this ___ day of September, 2019 at Goshen, New York.

E N T E R:

Hon. Catherine M. Bartlett, AJSC

ON CONSENT:

HON. JOSEPH P. DONAT
City Manager
Dated:

ALANA R. BARTLEY, ESQ.
Drake Loeb, PLLC
Attorney for the Petitioner

HON. JOANNE MAJEWSKI, IAO
Assessor
Dated:

ERIC D. OSSENTJUK, ESQ.
Catania, Mahon, Milligram & Rider, PLLC
Attorney for Respondents
Dated:

KELLY NAUGHTON, ESQ.
Burke, Miele, Golden & Naughton, LLP
Attorney for Respondents
Dated:

RESOLUTION NO.: 228-2019

OF

SEPTEMBER 9, 2019

A RESOLUTION APPROVING THE CONSENT JUDGMENT AND AUTHORIZING THE CITY MANAGER TO SIGN SUCH CONSENT JUDGMENT IN CONNECTION WITH THE TAX CERTIORARI PROCEEDINGS AGAINST THE CITY OF NEWBURGH IN THE ORANGE COUNTY SUPREME COURT BEARING ORANGE COUNTY INDEX NO. 5040-2016 INVOLVING SECTION 12, BLOCK 2, LOT 22 (RIPRAP, LLC)

WHEREAS, RipRap, LLC has commenced tax certiorari proceedings against the City of Newburgh in the Supreme Court of the State of New York, County of Orange for the 2016-2017 tax assessment year bearing Orange County Index No. 5040-2016; and

WHEREAS, it appears from the recommendation of the City Assessor, Joanne Majewski, and Eric D. Ossentjuk, Esq. of Catania, Mahon, Milligram & Rider, PLLC, Counsel for the City of Newburgh in the aforesaid proceedings, 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 matters as more fully set forth below is reasonable and in the best interests of the City; and

WHEREAS, RipRap, LLC is willing to settle these proceedings without interest, costs or disbursements, in the following manner:

- 1- That the real property of Petitioner described on the City of Newburgh tax roll for the tax year 2016-2017 as tax map number 12-2-22 be set at an assessed value of \$135,000.00.

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

BE IT FURTHER RESOLVED, that Joseph P. Donat, City Manager of the City of Newburgh; Joanne Majewski, Assessor of the City of Newburgh; and Eric D. Ossentjuk, Esq. of Catania, Mahon, Milligram & Rider, PLLC, 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

RipRap LLC, Granite Real Estate Tax Consultants, LLC
Agent

CONSENT JUDGMENT

Index No. 2016-EF005040

Petitioner,

- against -

CITY OF NEWBURGH, A Municipal Corporation, its
Assessor or Board of Assessors and Board of Review

Respondents.

-----X

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

ORDERED, that the real property of the Petitioner described on the City of Newburgh tax rolls for the tax year 2016-17 as follows:

Tax Map No. 12-2-22

Be reduced in assessment from \$165,000.00 to a total assessment of \$135,000.00 for a total reduction in assessment of \$30,000.00, prior to the application of any real property tax exemptions, if any; and it is further

ORDERED, that the Petitioner's real property taxes on said parcels described above for the 2016-2017 School, County and City taxes be adjusted accordingly and that the Petitioner be reimbursed for any overpayment or be credited with the corresponding decrease in taxes, as the case may be, upon the entering of this Consent Judgment with the Orange County Clerk; and it is further

ORDERED, that the officer or officers having custody of the aforesaid assessment roll of the City of Newburgh 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 said assessment to such corrected and reduced valuation; and it is further

ORDERED, that there shall be audited, allowed and credited 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 City taxes and City Special District taxes against the original assessment in excess of what said taxes would have been if said assessment had been made as determined herein; and it is further

ORDERED, that there shall be audited, allowed and credited 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 amounts, 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 said assessment had been made as determined herein; and it is further

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

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

ORDERED, that the terms of R.P.T.L. §727, subject to the exceptions thereto, shall apply to this settlement in all respects; and it is further

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

Signed this ___ day of September, 2019 at Goshen, New York.

E N T E R:

Hon. Catherine M. Bartlett, AJSC

ON CONSENT:

HON. JOSEPH P. DONAT
City Manager
Dated:

JOSEPH E. ST. ONGE, ESQ.
Attorney for Petitioner
670 White Plains Road
Scarsdale, New York 10583
(914) 472-1899
Dated:

HON. JOANNE MAJEWSKI, IAO
Assessor
Dated:

ERIC D. OSSENTJUK, ESQ.
Catania, Mahon, Milligram & Rider, PLLC
Attorney for Respondents
Dated:

RESOLUTION NO.: 229 - 2019

OF

SEPTEMBER 9, 2019

A RESOLUTION AUTHORIZING SETTLEMENT OF A WATER BILL
WITH AN OUT-OF-CITY ACCOUNT FOR THE AMOUNT OF
TWENTY-THREE THOUSAND FIVE HUNDRED EIGHTEEN
AND 88/100 DOLLARS (\$23,518.88).

WHEREAS, by Resolution No. 182-2019, the City of Newburgh authorized commencement of litigation against HeadsUp Penny, Inc. for unpaid water charges related to three (3) parcels located at Section 85, Block 2, Lot 24.211, Section 85, Block 2, Lot 24.22, and Section 85, Block 2, Lot 24.23 in the Orange County Land Records; and

WHEREAS, the parties have reached an agreement to settle the litigation and resolve all claims among them in the amount of Twenty-Three Thousand Five Hundred Eighteen and 88/100 dollars (\$23,518.88); and

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

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the City Manager is hereby authorized to settle the litigation in the total amount of Twenty-Three Thousand Five Hundred Eighteen and 88/100 dollars (\$23,518.88) and that the City Manager be and he hereby is authorized to execute documents as the Corporation Counsel may require to effectuate the settlement as herein described.

ORDINANCE NO.: 7 - 2019

OF

SEPTEMBER 9, 2019

AN ORDINANCE AMENDING SECTION 88-2
OF THE CODE OF ORDINANCES OF THE CITY OF NEWBURGH
TO ADDRESS RETENTION OF ELECTRONIC RECORDS

BE IT ORDAINED by the City Council of the City of Newburgh, New York that Chapter 88, entitled "Records Retention" of the Code of Ordinances is amended as follows:

SECTION 1. Chapter 88. Records Retention

Section 88-2. Disposition of records.

In accordance with Article 57-A of the Arts and Cultural Affairs Law:

- A. Only those records will be disposed of that are described in Records Retention and Disposition Schedule MU-1 after they have met the minimum retention period described therein.
- B. Only those records will be disposed of that do not have sufficient administrative, fiscal, legal or historical value to merit retention beyond established time periods.
- C. All digitally created or digitally converted records shall be designated as the official copy of the record and maintained in digital format for the legally prescribed retention period of the record in accordance with the guidelines set forth in the Regulations of the Commissioner of Education, Part 185.8, section 57.29 of the Arts and Cultural Affairs Law and all related standards and guidelines set by the Commissioner of Education. Copies of records in other formats, including paper, shall be deemed convenience copies and disposed of when no longer needed for reference or other administrative purposes.

SECTION 2. This ordinance shall take effect immediately.

~~Strikethrough~~ denotes deletions

Underlining denotes additions