



City of Newburgh Council Work Session
*Sesion de trabajo del Concejal de la
Ciudad de Newburgh*
March 5, 2020
6:00 PM

Work Session Presentations

1. Endeavor Municipal Development 2019 Recap by Victor Cornelius

Engineering/Ingeniería

2. Drinking Water Rate Study Proposal with RAFTELIS

Resolution authorizing the City Manager to accept a proposal and execute a contract with Raftelis Financial Consultants, Inc. for professional financial services for a water rate study in an amount not to exceed \$42,980.00.
(Jason Morris)

3. Proposal with QUEST for Asbestos Testing and Abatement at 123 Grand Street

Resolution authorizing the execution of a contract with Quality Environmental Solutions & Technologies, Inc. (QUES&T) in an amount not to exceed \$6,000.00 for pre-construction asbestos survey, variance development and application and bid specification services for 123 Grand Street improvements.
(Jason Morris)

Planning and Economic Development/Planificación y Desarrollo Económico

4. Release of Restrictive Covenants - 424 Carpenter Avenue, unit 22

Resolution authorizing the execution of a release of restrictive covenants and right of re-entry from a deed issued to Marcee Clark to the premises known as 424 Carpenter Avenue, unit 22 (Section 56, Block 1, Lot 1.-45). (Michelle Kelson)

5. Release of Restrictive Covenants - 242 Robinson Avenue

Resolution authorizing the execution of a release of restrictive covenants and right of re-entry from a deed issued to Carlos A. Rivera and Donna M. Rivera to the premises known as 242 Robinson Avenue (Section 7, Block 2, Lot 6)
(Michelle Kelson)

6. Donation of a Bicycle Rack at 159 Broadway

A resolution authorizing the City Manager to accept a donation of a bicycle rack from Reggie Young for installation and use in front of 159 Broadway. (Ali Church)

Grants/Contracts/Agreements / Becas /Contratos/Convenios

7. Endeavor Municipal Development, Inc. - renewal contracts

Resolution authorizing three renewal agreements with Endeavor Municipal

Development, Inc. for grant consulting services in an amount not to exceed \$24,000.00 per agreement for a 12 month period

8. 2020 Stop DWI Grant

A resolution authorizing the City Manager or the Police Chief, as Manager's designee, to execute an inter-municipal agreement with the County of Orange confirming City of Newburgh participation in the Stop-DWI program for the enforcement period of March 13, 2020 to January 1, 2021 and to accept an award not to exceed \$3,668.00 covering 70 person-hours for the first enforcement period of 2020 (March 13, 2020 – May 26, 2020). (Chief Douglas Solomon)

Resolutions of Support/ Resoluciones de Apoyo

9. Frederick Douglass Day declaration - August 11, 2020

Resolution of the City Council of the City of Newburgh declaring August 11, 2020 as Frederick Douglass Day of Civic Engagement in the City of Newburgh

Discussion Items/Temas de Discusión

10. Conservation Advisory Council - proposed appointments

Resolution appointing Marc Lallanilla, Andrew Murphy, and Robert Sanchez to the Conservation Advisory Council for two year terms

11. Speed Enforcement

(Chief Douglas Solomon and George Garrison)

RESOLUTION NO.: _____ - 2020

OF

MARCH 9, 2020

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO ACCEPT A PROPOSAL
AND EXECUTE A CONTRACT WITH RAFTELIS FINANCIAL CONSULTANTS, INC.
FOR PROFESSIONAL FINANCIAL SERVICES FOR A WATER RATE STUDY
IN AN AMOUNT NOT TO EXCEED \$42,980.00**

WHEREAS, recent water quality concerns have forced the City of Newburgh to reconsider Washington Lake as a continued source of raw water; and

WHEREAS, the City arranged to purchase raw water from the Catskill Aqueduct, which is part of the New York City water system and is overseen by the New York City Department of Environmental Protection and the New York City Water Board and anticipates continuing to purchase water from the Catskill Aqueduct and using Browns Pond as a backup water source for the foreseeable future; and

WHEREAS, due to the uncertainty regarding cost reimbursement for raw water from the Catskill Aqueduct, legal costs associated with disputes regarding contamination, and associated property tax increases, the City wishes to engage a qualified financial and rate consultant to evaluate the financial condition of the water system, forecast annual revenue needs, and provide water rate projections over a five-year planning horizon; and

WHEREAS, Raftelis Financial Consultants, Inc. is qualified to provided such professional financial services and has prepared a proposal for developing a customized financial plan for the City's drinking water system from which the City will be able to monitor and project cash flows, revenues, revenue requirements, utility rate review and rate structure revision for the purposes of annual budgeting, capital planning and rate setting purposes; and

WHEREAS, funding for the drinking water rate study in the amount of \$42,980 will be derived from the 2020 Water Fund Operating Budget Line F.8330.0448; and

WHEREAS, this Council determines accepting the proposal and entering into a contract with Raftelis Financial Consultants, Inc. for professional financial services in connection with the development of a drinking water rate study is in the best interests of the City of Newburgh;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to accept a proposal and execute a contract with Raftelis Financial Consultants, Inc. for professional financial services for a drinking water rate study in an amount not to exceed \$42,980.00.

February 20, 2020

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

RE: Water Rate Study Proposal

Dear Mr. Morris:

At your request, Raftelis Financial Consultants, Inc. ("Raftelis") is pleased to submit this proposal to the City of Newburgh ("City") to complete a water rate study. This study will include designing and preparing a customized financial plan for the City's water system, forecasting water rates sufficient to cover the projected revenue requirements, completing a rate surcharge analysis, and participating in meetings to present the study results and recommendations. A description of our understanding of the project and the proposed scope of work to meet the City's needs is provided herein.

Project Understanding

Newburgh is a city located in Orange County, New York, which owns and operates a water system serving approximately 30,000 people through roughly 6,675 service connections. The system includes more than 75 miles of water mains ranging from 4-inches to 30-inches in diameter, and more than 800 fire hydrants. The system produced approximately 1.4 billion gallons of water in 2018, supplying customers with roughly 817 million gallons. The City's main source of raw water has been Lake Washington, which is located nearby in New Windsor. However, despite the addition of a state-funded and constructed granulated carbon filtration system, recent water quality concerns at Lake Washington have forced the City to reconsider the lake as a continued source of raw water.

As a result, the City arranged to purchase raw water from the Catskill Aqueduct, which is part of the New York City water system and is overseen by the New York City Department of Environmental Protection (NYCDEP) and the New York City Water Board. The City anticipates continuing to purchase water from the NYC/Catskill Aqueduct and using Browns Pond as a backup water source for the foreseeable future. Currently, the State of New York ("State") is reimbursing the City for its cost of purchased water from the NYC/Catskill Aqueduct and the City is in negotiations with the State to extend the agreement for reimbursement of these costs over the next three to five years.

Given the uncertainty regarding cost reimbursement from the State, the expectation of potentially significant legal costs associated with settling on-going legal disputes regarding contamination, and associated property tax increases from the Town of New Windsor and the Newburgh and Cornwall school districts, the City wishes to engage a qualified financial and rate consultant to evaluate the

financial condition of the water system, forecast annual revenue needs, and provide water rate projections over a five-year planning horizon. As part of the engagement, the City wishes for the consultant to develop and utilize a financial planning model to evaluate requested financial scenarios for the water system, including the impact of:

1. Continuing to receive, or possibly no longer receiving, cost reimbursement from the State for purchased water costs.
2. Incurring significant legal fees.
3. Increased tax payments resulting from the construction of the new filtration system.
4. Planned future capital projects associated with the water system to be completed over the next five years.

City staff also requests that the consultant develop recommendations for a water rate surcharge during times when the City purchases water from the NYCDEP. The City desires to have the consultant present the results of the water rate study to City Council in September 2020 as part of the annual budget process and be available to answer questions from City staff and council members.

About Raftelis

With over 100 consultants, Raftelis has the largest rate study practice in the nation focusing on financial and management consulting for the water, wastewater, and stormwater utility industry. In addition, our staff have assisted hundreds of utilities throughout the U.S. with financial, rate, and management consulting services.

We have served, and continue to serve many clients in New York State, including:

- Town of Greenburgh
- Villages of Briarcliff Manor
- Village of Tarrytown
- Village of Sleepy Hollow
- Albany County
- Monroe County
- Rockland County
- Suffolk County
- Saratoga County
- Onondaga County Water Authority
- Westchester County

Our extensive experience will allow us to provide the City with sound and insightful recommendations, while ensuring that industry best practices are incorporated into our work. Our team for this project is located in Albany, New York, which is a short driving distance from the City. This regional presence will help ensure a quick response to the City's needs for this project.

Project Scope

Task 1. Develop Customized Financial Planning Model:

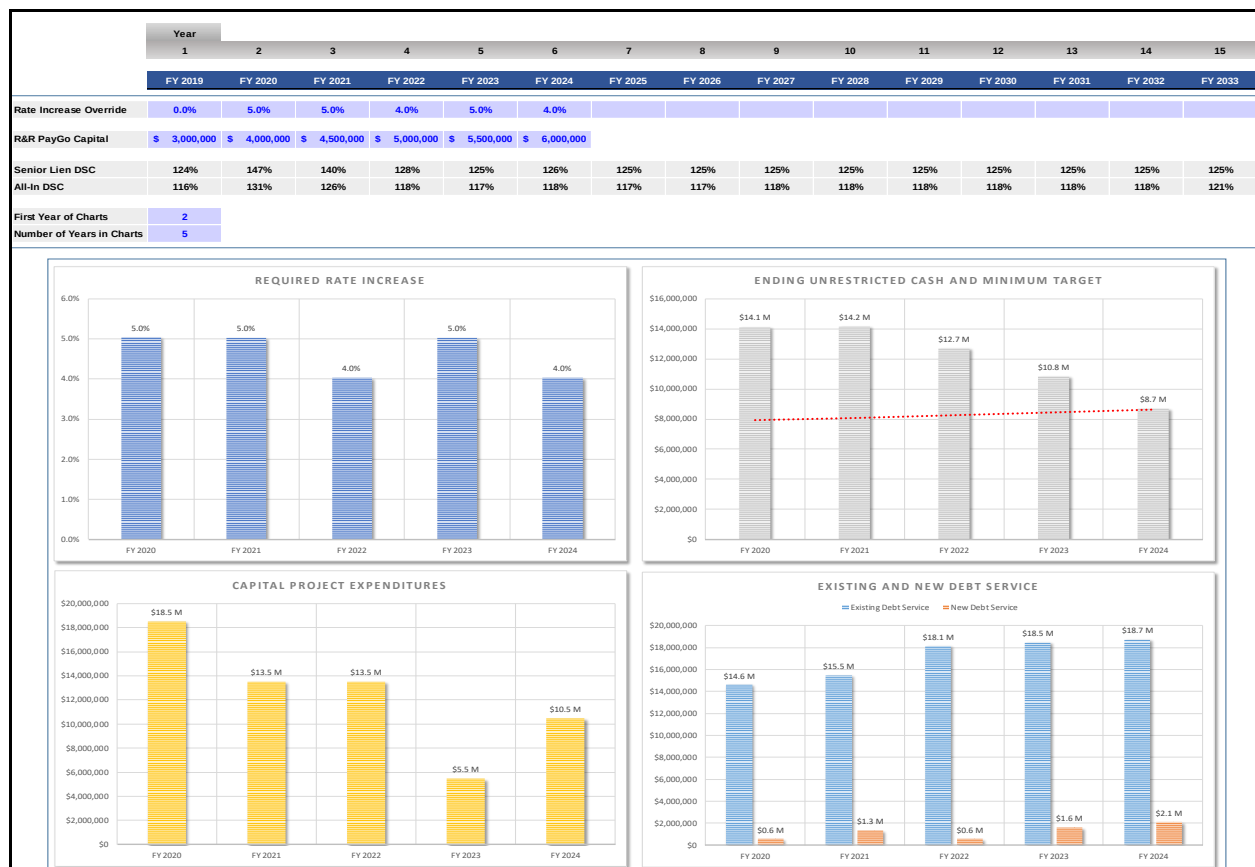
Raftelis will develop a customized Excel-based financial planning model for the City's water system that will aid in estimating water system revenue requirements over a 5-year forecast period.

Revenue requirements shall include, but may not be limited to, annual costs related to personnel, electricity, chemicals, materials and supplies, and other operating expenses, plus debt service and pay-as-you-go capital expenditures. We will rely on the City's three prior operating budgets for the water system to establish the base year for system revenues and expenses, and forecast operating expenses with input from City staff. In addition, we will review the latest capital plan (including related capital funding plans, if available) for information on future capital project costs.

As part of the development of a sound financial plan, we will discuss with the City fiscal policies related to cash reserve levels, debt service coverage, capital funding, etc. and assess the impact of these policies on the annual rate revenue needs. Based on our professional experience and industry knowledge, we can advise the City on these policies, if needed.

Under this task, we will use the financial model to calculate the rate revenue needs in each year of the forecast period to estimate the annual water rate adjustments that would be needed to generate sufficient revenues to cover the projected system costs in each year of the forecast period. The model will also include a customized dashboard highlighting forecasted rate adjustments, cash reserve levels, capital project expenditures, debt service coverage, and other important financial data. An example of a customized model dashboard is shown in Exhibit 1.

Exhibit 1. Example of Raftelis Interactive Financial Planning Model Dashboard



Deliverables:

1. Information request memo to be provided to the City specifying data and information needs for the project.
2. Meetings with City staff to develop certain cost estimates for the financial model, and to discuss preliminary results and projected rate adjustments under the baseline scenario. One in person meeting and two teleconferences have been assumed.
3. Digital files of all financial model scenarios in editable Excel format.

Task 2. Evaluate Requested Financial Plan Scenarios:

Raftelis will evaluate several financial plan scenarios as requested by the City. These scenarios may reflect changes to assumed legal costs and property taxes, the level of cost reimbursement received from the State, and the timing, magnitude, and funding of planned capital projects. The model will be designed so that all scenarios can be “run” quickly and easily. The results, in terms of total annual system costs, revenue needs, and forecasted rate adjustments of these, and any other scenarios requested by the City, will be recorded in tabular format to facilitate easy comparisons.

As part of this task, Raftelis will also develop a recommendation for updating the water rate surcharge referenced in the City’s Code to reflect the higher cost of purchasing water from NYCDEP’s Catskill Aqueduct in comparison to obtaining water from the City’s own sources. The surcharge is intended to be applied during periods when the City purchases water from NYCDEP. The rate surcharge portion of the model will define the required surcharge along with the length of time the surcharge should be imposed based upon the length of time the City anticipates withdrawing water from the aqueduct.

Deliverables:

1. Summarized results of scenarios in tabular format.
2. Attendance at one in-person meeting with City staff to present and discuss the results, and to run additional scenarios in “real time” as requested by the City.

Task 3. Reporting and Presentations:

Raftelis will document the results of the water rate study in a brief rate study report. This report will summarize the following:

- a. Projection of annual revenue requirements and proposed rate adjustments over the forecast period in tabular format.
- b. Major inputs and assumptions used to prepare the projected revenue requirements within the financial planning model.
- c. Fiscal policies that were incorporated into the forecast along with supporting rationale.
- d. Recommended water rate surcharge for periods when the City purchases water from NYCDEP.

- e. Comparison of current and projected water rates with existing water rates of other water providers in the region.

Raftelis will attend in-person meetings with City Council to present findings, explain results, and answer questions related to the rate and financial projections. Such meetings with City Council may include regular meetings, special meetings, work sessions, and/or committee meetings. We will develop presentation materials to summarize the results of the financial forecast and water rate projections. Such materials may include charts, graphs, and/or PowerPoint slides that clearly and concisely summarize results. We will attend up to three City Council meetings to present and discuss the results of the water rate study. These meetings are expected to take place beginning in September 2020 during the FY 2021 budget cycle.

Deliverables:

1. Rate study report.
2. Rate communication support materials, such as PowerPoint slides, charts, graphs, etc.
3. Attendance (in-person) at up to three City Council meetings during 2020.

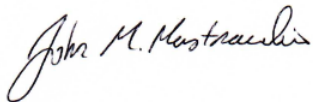
Budget

Raftelis proposes to complete this scope of work on a time and materials basis for a not-to-exceed cost of \$42,980 in accordance with the attached fee estimate. Throughout the course of this project, Raftelis will keep the City informed of costs incurred in connection with this scope of work.

Thank you for the opportunity to provide our financial consulting services to the City. If you need any additional information or have any questions regarding this proposal, please contact me at 518-391-8944.

Very truly yours,

RAFTELIS FINANCIAL CONSULTANTS, INC.



John M. Mastracchio, CFA
Vice President

CC:
Philip Sapone (Raftelis)

City of Newburgh - Water Rate Study
Fee Summary

Tasks										
	VP / Principal Consultant	Senior Consultant	Consultant	Associate Consultant	Admin	Total Hours	Labor Cost	T&C Charge	Travel	Total Cost
Labor Rates	\$295	\$210	\$185	\$150	\$80			\$10		
1. Financial Planning Model	4	36	0	16	1	57	\$11,220	\$570	\$205	\$11,995
2. Evaluate Financial Plan Scenarios	8	16	0	8	1	33	\$7,000	\$330	\$0	\$7,330
3. Reporting and Presentations	28	60	0	8	2	98	\$22,220	\$980	\$455	\$23,655
Subtotals	40	112	0	32	4	188	\$40,440	\$1,880	\$660	\$42,980

T&C = Technology and communication charge.

RESOLUTION NO.: _____ - 2020

OF

MARCH 9, 2020

**A RESOLUTION AUTHORIZING THE EXECUTION OF A CONTRACT WITH
QUALITY ENVIRONMENTAL SOLUTIONS & TECHNOLOGIES, INC. (QUES&T)
IN AN AMOUNT NOT TO EXCEED \$6,000.00 FOR PRE-CONSTRUCTION
ASBESTOS SURVEY, VARIANCE DEVELOPMENT AND APPLICATION AND
BID SPECIFICATION SERVICES FOR 123 GRAND STREET IMPROVEMENTS**

WHEREAS, the City of Newburgh is undertaking improvements to the Grand Street Courthouse building located at 123 Grand Street; and

WHEREAS, the improvements to the building presumes the presence of asbestos containing material which must be addressed in compliance with law, rule and regulation; and

WHEREAS, Quality Environmental Solutions & Technologies, Inc. (QUES&T) is a qualified environmental remediation consultant and has submitted a proposal for ensuring compliance with applicable laws, rules and regulations related to the preparation of a pre-construction asbestos survey, variance development and application, and specifications and bid documents for the work; and

WHEREAS, the cost for these services will not exceed \$6,000.00 and funding shall be derived from A.1620.0208.0001; 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 hereby is authorized to execute a contract with Quality Environmental Solutions & Technologies, Inc. for pre-construction asbestos related services in an amount not to exceed \$6,000.00 in connection with improvements to 123 Grand Street.

QuES & T

Quality Environmental Solutions & Technologies, Inc.

February 24, 2020

City of Newburgh
83 Broadway
Newburgh, NY 12550

ATTN: Jason C. Morris, PE

Via E-mail: JMorris@cityofnewburgh-ny.gov

Re.: 123 Grand Street, Newburgh, NY 12550 (Boiler Replacement Project)
Request for Proposal – Limited Pre-Construction Asbestos Survey, Variance Development & Specification/Bidding Services

Dear Mr. Morris,

Thank you for the opportunity to discuss the needs of the City of Newburgh in the environmental consulting and remediation services area. **Quality Environmental Solutions & Technologies, Inc. (QuES&T)** is pleased to submit the attached proposal to perform a Limited Pre-Construction Asbestos Survey, Variance Development and provide Specification/Bidding Services in support of the Boiler Replacement Project at 123 Grand Street, Newburgh, NY 12550.

QuES&T is a NYS Certified Minority Business Enterprise committed to remaining a leader in the environmental training and technical consulting industry. **QuES&T's** extensive Nuclear Power Industry experience makes us uniquely qualified to provide technical support in state-of-the-art techniques for engineering and contamination control. Additionally, this experience enables us to integrate the essential concepts of "critical path" schedules and minimizing personnel exposures while maintaining a high level of attention to the specific details of each project. **QuES&T** personnel satisfy numerous ANSI and NUREG experience requirements of the Nuclear Regulatory Commission. Our staff has served in various capacities in the Health Physics and Nuclear Engineering disciplines in operational power reactors, nuclear powered vessels, radio-pharmaceuticals and government prototypes.

We are confident you recognize that selection of a qualified technical consultant for professional services, such as pre-construction inspection, project design, project management and air monitoring, represents a step as critical as selecting a reputable environmental remediation contractor. **QuES&T** feels strongly that the success of any remediation project is defined primarily in the planning and design phase. A technically sound project design combined with proper oversight provides the most cost-effective solution and ensures the gains recognized are not at the expense of future liability to the City of Newburgh.

In this regard, **QuES&T** has successfully completed remediation projects, for our client companies, in support of Nuclear and Fossil commercial power plant maintenance outages, facility renovation and demolition, cGMP facility upgrades, recovery from contamination following catastrophic events (e.g. steam line explosions, fires), school building renovations, Corporate asbestos management programs, facility Operations & Maintenance (O&M) programs, UST removals, sub-surface investigations, contaminated soil remediation, LBP stabilization and commercial/residential asbestos & lead abatements.

Technical consulting services are available in the area of regulatory compliance audits, OSHA safety, air monitoring, respiratory protection, laboratory services, building hazard assessments (EPA, HUD, commercial), LBP Risk Assessments, management plans, NYS/NESHAP pre-demolition inspections and full scope project management; including development of remediation response actions and management of all required project and personnel records. Our staff of experienced environmental professionals can prepare all required specifications and procedures to ensure your programs comply with federal, state and municipal regulatory requirements.

QuES&T offers a wide range of OSHA and environmental safety training. Our full range of asbestos safety certification training ensures that our client's employees receive the appropriate training to maximize their safety and minimize your liability. **QuES&T** offers accredited initial and refresher training programs for Operations & Maintenance (O&M), Asbestos Abatement Workers and Supervisors, Project Monitors, Asbestos Project Sampling Technicians (RH-II), Asbestos Project Designers, Asbestos Inspectors (RH-III) and Management Planners. Our accredited training facility (EPA, NYS) contains the most modern equipment to support the hands-on portion of each training program. On-site training services are available for groups of at least twenty-five students and can be tailored to meet the specific needs of City of Newburgh.

QuES&T provides a full range of services in the area of Respiratory Protection. Our technical staff has extensive experience in the development of regulatory compliance programs for NUREG 0041 and OSHA 1910.134 Respiratory Protection Programs. Quantitative or qualitative respirator fit services can be provided at **QuES&T's** facility or yours.

For additional information concerning this submittal, please contact us at (845) 298-6031. We look forward to working with City of Newburgh in the environmental consulting and remediation services area.

Sincerely,



Rudy Lipinski - LEED® AP
Director of Field Operations
NYS/AHERA Inspector/Project Designer
Cert. #AH 05-09049

**LIMITED PRE-CONSTRUCTION ASBESTOS SURVEY, VARIANCE DEVELOPMENT
& SPECIFICATION/BIDDING SERVICES**

**for
CITY OF NEWBURGH
83 Broadway
Newburgh, NY 12550
at
123 Grand Street
Newburgh, NY 12550**

QuES&T agrees to provide the following services:

PHASE #1 – LIMITED PRE-CONSTRUCTION ASBESTOS SURVEY

- Provide licensed NYS/AHERA Asbestos Inspector(s) to perform a Limited Pre-Construction Asbestos Survey in compliance with the requirements of Title 12 NYCRR Part 56 and 29 CFR 1926.1101 throughout the interior & exterior areas associated with the Boiler Replacement Project.
- Perform collection and analysis of suspect friable material using Polarized Light Microscopy (PLM) analytical protocols.
- Perform collection and analysis of suspect non-friable organically bound material using both Polarized Light Microscopy-NOB (PLM-NOB) and Confirmatory-QTEM analytical protocols.
- Perform collection and analysis of vermiculite-containing surfacing materials using Surfacing Materials with Vermiculite (SM-V) analytical protocols.
- Discussion of laboratory results for all bulk samples (PLM/PLM-NOB/QTEM/SM-V).
- Documentation of all analytical laboratory certifications.
- Preparation of one (1) Final Asbestos Report identifying hazardous materials, estimated quantities, locations, types and/or conditions.

PHASE #2 –DEVELOPMENT OF NYSDOL SITE-SPECIFIC VARIANCE

- Meet onsite to identify areas impacted by abatement activities associated with the boiler replacement project at 123 Grand Street, Newburgh, NY 12550
- Develop alternate work practices that will not expose the public or workers to elevated fibers levels.
- Develop scope of work that will minimize the impact on the facility.
- Preparation and submittal of NYSDOL Site-Specific Variance and supporting documentation to the NYSDOL Engineering Services Unit regarding the proposed work scopes.
- Act as the Petitioners Agent during the NYSDOL ESU review process and incorporate any changes or additions requested by NYSDOL ESU during their review.
- Final determination regarding approved means and methods shall be as directed by NYSDOL ESU.

PHASE #3 – SPECIFICATION W/BID DOCUMENTS & BIDDING PROCESS

- Develop asbestos-abatement specific contract documents and detailed work scopes for the purpose of securing competitive bidding to perform asbestos abatement.
- Conduct onsite pre-bid walk through with Environmental Remediation Contractors and prepare addendum as needed to resolve outstanding issues prior to bid due date.
- Review completed bids and contractor submittals for accuracy and content and assist the ***City of Newburgh*** in the selection of an Environmental Remediation Contractor.

**LIMITED PRE-CONSTRUCTION ASBESTOS SURVEY, VARIANCE DEVELOPMENT
& SPECIFICATION/BIDDING SERVICES**

for
CITY OF NEWBURGH
83 Broadway
Newburgh, NY 12550
at
123 Grand Street
Newburgh, NY 12550

COST ESTIMATE

➤ **PHASE #1 – PRE-CONSTRUCTION ASBESTOS SURVEY**

Inspection Labor (1 Inspector, Two (2) ½ Days @ \$320/½ day)	\$ 640.00
QTEM/PLM Bulk Sample Analysis – 12 @ \$41/layer	\$ 492.00*
PLM Bulk Sampling Sample Analysis – 60 @ \$14/sample	\$ 840.00
1 – Final Asbestos Report w/SmartDraw Drawings	\$ 250.00
Travel & Misc. Materials	\$ 50.00
Estimated Total	\$ 2,270.00

NOTES:

1. Lab analysis pricing based on Standard 5-Business Day Turnaround (TAT).
2. Client shall be charged for actual samples analyzed and services rendered.
3. TAT commences upon laboratory receipt of samples and excludes weekends/holidays.

➤ **PHASE #2 – SITE-SPECIFIC VARIANCE DEVELOPMENT & SUBMISSION**

NYSDOL Variance Prep Including Site Visit	\$ 950.00
NYSDOL Variance Filing Fee	\$ 350.00
Lump Sum Total	\$ 1,300.00

➤ **PHASE #3 – SPECIFICATION W/BID DOCUMENTS & BIDDING PROCESS**

❖ Develop Abatement Work Scopes with Bid Documents	\$ 1,950.00
○ Including SmartDraw Drawing Development	
❖ Conduct Onsite Walkthrough w/Prospective Bidders	\$ 350.00
Lump Sum Total	\$ 2,300.00

- **QuES&T** shall perform all inspections visually; using reasonable care and judgment. Localized demolition will be performed to access representative concealed surfaces, as practicable. **Client/Representatives** recognize & agree that ACM concealed within structural components & accessible only through extensive mechanical or structural demolition may not be identified as part of this survey.
- **QuES&T** shall not be responsible for damage caused to building finishes, surfaces or equipment by sampling. Responsibility and cost for repair of damaged building finishes, surfaces and equipment shall be by **Client / Representatives**.
- **QuES&T** will exercise reasonable caution to minimize disturbance of ACM during the inspection process. However, clean-up of ACM disturbed or dislodged during the inspection process shall be the responsibility of **Client / Representatives**.
- **Client / Representatives** shall be responsible for providing immediate access into all inspection areas and securing same upon completion of inspection activities.
- Inspection work to be conducted upon receipt of written Notice to Proceed and/or associated Purchase Order Number.
- Inspection work to be conducted during normal weekday business hours (Mon–Fri, 9am–5pm). **Client / Representatives** will provide access to all respective buildings concurrently.

Payment Terms: Payment Shall Be Net 15 Days; Following Delivery Of Final Report; Late Payments Shall Be Assessed a Penalty of 1.5% per Month.

By _____
Signature *Print Name & Title* *Date*

RESOLUTION NO.: _____-2020

OF

MARCH 9, 2020

**A RESOLUTION AUTHORIZING THE EXECUTION OF A RELEASE OF
RESTRICTIVE COVENANTS AND RIGHT OF RE-ENTRY FROM A DEED
ISSUED TO MARCEE CLARK TO THE PREMISES KNOWN AS
424 CARPENTER AVENUE, UNIT 22 (SECTION 56, BLOCK 1, LOT 1.45)**

WHEREAS, on December 8, 2009, the City of Newburgh conveyed property located at 424 Carpenter Avenue, unit 22, being more accurately described on the official Tax Map of the City of Newburgh as Section 56, Block 1, Lot 1.45, to Marcee Clark; and

WHEREAS, Ms. Clark's attorney has requested a release of the restrictive covenants contained in said deed; and

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

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

**RELEASE OF COVENANTS AND
RIGHT OF RE-ENTRY**

KNOWN ALL PERSONS BY THESE PRESENTS, that the City of Newburgh, a municipal corporation organized and existing under the Laws of the State of New York, and having its principal office at City Hall, 83 Broadway, Newburgh, New York 12550, in consideration of TEN (\$10.00) DOLLARS lawful money of the United States and other good and valuable consideration, receipt of which is hereby acknowledged, does hereby release and forever quitclaim the premises described as 424 Carpenter Avenue, unit 22, Section 56, Block 1, Lot 1.45 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 December 8, 2009, from THE CITY OF NEWBURGH to MARCEE CLARK, recorded in the Orange County Clerk's Office on December 15, 2009, in Liber 12939 of Deeds at Page 1938 and does further release said premises from the right of re-entry reserved in favor of the City of Newburgh as set forth in said deed.

Dated: _____, 2020

THE CITY OF NEWBURGH

By: _____
Joseph Donat, City Manager
Pursuant to Res. No.: ____-2020

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

On the ____ day of _____ in the year 2020, 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.



CITY OF NEWBURGH

Building Department

123 Grand Street Newburgh, New York 12550

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

www.cityofnewburgh-ny.gov

TO: Michele Kelson, Corporation Counsel

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

DATE: February 19, 2020

SUBJECT: 424 Carpenter Avenue Unit #22, Release of Restrictive Covenants

With regard to the request related to the release of the restrictive covenants for 424 Carpenter Avenue Unit #22 owned By Marcee Clark, I conducted an inspection of the property on 2/19/2020 and reviewed the building file in the office. Below are my findings:

There are no open permits.

There were no open violations on file.

A Rental Registry inspection completed on 2/19/2020. The property passed inspection and the Rental License was issued on 2/19/2020.

There is a valid Certificate of Occupancy on file from 12/1/1986 for a Residential Condominium.

Thank you.

RESOLUTION NO.: _____-2020

OF

MARCH 9, 2020

**A RESOLUTION AUTHORIZING THE EXECUTION OF A RELEASE OF
RESTRICTIVE COVENANTS AND RIGHT OF RE-ENTRY FROM A DEED
ISSUED TO CARLOS A. RIVERA AND DONNA M. RIVERA TO THE PREMISES
KNOWN AS 242 ROBINSON AVENUE (SECTION 7, BLOCK 2, LOT 6)**

WHEREAS, on March 28, 2001, the City of Newburgh conveyed property located at 242 Robinson Avenue, being more accurately described on the official Tax Map of the City of Newburgh as Section 7, Block 2, Lot 6, to Carlos A. Rivera and Donna M. Rivera; and

WHEREAS, Mr. and Mrs. Rivera's attorney has requested a release of the restrictive covenants contained in said deed; and

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

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

**RELEASE OF COVENANTS AND
RIGHT OF RE-ENTRY**

KNOWN ALL PERSONS BY THESE PRESENTS, that the City of Newburgh, a municipal corporation organized and existing under the Laws of the State of New York, and having its principal office at City Hall, 83 Broadway, Newburgh, New York 12550, in consideration of TEN (\$10.00) DOLLARS lawful money of the United States and other good and valuable consideration, receipt of which is hereby acknowledged, does hereby release and forever quitclaim the premises described as 242 Robinson Avenue, Section 7, Block 2, Lot 6 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 March 28, 2001, from THE CITY OF NEWBURGH to CARLOS A. RIVERA and DONNA M. RIVERA, recorded in the Orange County Clerk's Office on May 7, 2001, in Liber 5516 of Deeds at Page 1 and does further release said premises from the right of re-entry reserved in favor of the City of Newburgh as set forth in said deed.

Dated: _____, 2020

THE CITY OF NEWBURGH

By: _____
Joseph Donat, City Manager
Pursuant to Res. No.: ____-2020

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

On the ____ day of _____ in the year 2020, 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.

ORANGE COUNTY CLERK'S OFFICE RECORDING PAGE

THIS PAGE IS PART OF THE INSTRUMENT - DO NOT REMOVE
TYPE IN BLACK INK:
NAME(S) OF PARTY(S) TO DOCUMENT



THE CITY OF NEWBURGH

TO

CARLOS A. RIVERA and
DONNA M. RIVERA

SECTION 7 BLOCK 2 LOT 6

RECORD AND RETURN TO:
(name and address)

Marc Kerchman, Esq.
310 Fullerton Ave.
Newburgh, NY 12550

THIS IS PAGE ONE OF THE RECORDING

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

DO NOT WRITE BELOW THIS LINE

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

PROPERTY LOCATION

- | | |
|----------------------------|---------------------------|
| 2089 BLOOMING GROVE (TN) | 4289 MONTGOMERY (TN) |
| 2001 WASHINGTONVILLE (VLG) | 4201 MAYBROOK (VLG) |
| 2289 CHESTER (TN) | 4203 MONTGOMERY (VLG) |
| 2201 CHESTER (VLG) | 4205 WALDEN (VLG) |
| 2489 CORNWALL (TN) | 4489 MOUNT HOPE (TN) |
| 2401 CORNWALL (VLG) | 4401 OTISVILLE (VLG) |
| 2600 CRAWFORD (TN) | 4600 NEWBURGH (TN) |
| 2800 DEERPARK (TN) | 4800 NEW WINDSOR (TN) |
| 3089 GOSHEN (TN) | 5089 TUXEDO (TN) |
| 3001 GOSHEN (VLG) | 5001 TUXEDO PARK (VLG) |
| 3003 FLORIDA (VLG) | 5200 WALLKILL (TN) |
| 3005 CHESTER (VLG) | 5489 WARWICK (TN) |
| 3200 GREENVILLE (TN) | 5401 FLORIDA (VLG) |
| 3489 HAMPTONBURGH (TN) | 5403 GREENWOOD LAKE (VLG) |
| 3401 MAYBROOK (VLG) | 5405 WARWICK (VLG) |
| 3689 HIGHLANDS (TN) | 5600 WAWAYANDA (TN) |
| 3601 HIGHLAND FALLS (VLG) | 5889 WOODBURY (TN) |
| 3889 MINISINK (TN) | 5801 HARRIMAN (VLG) |
| 3801 UNIONVILLE (VLG) | |
| 4089 MONROE (TN) | |
| 4001 MONROE (VLG) | |
| 4003 HARRIMAN (VLG) | |
| 4005 KIRYAS JOEL (VLG) | |

CITIES

- 0900 MIDDLETOWN
☒ 1100 NEWBURGH
1300 PORT JERVIS
9999 HOLD

NO. PAGES 5 CROSS REF.
CERT. COPY ☐ ADD'L X-REF. ☐
MAP# ☐ PGS. ☐

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

CONSIDERATION \$ 18500.00
TAX EXEMPT ☐

MORTGAGE AMT. \$ ☐
DATE ☐

MORTGAGE TAX TYPE:

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

Donna L. Benson

DONNA L. BENSON
ORANGE COUNTY CLERK

RECEIVED FROM:

Regency

LIBER 5516 PAGE 1

LIBER 5516 PAGE 1

RECORDED/FILED 05/07/2001 01:07:29 PM

FEE \$ 50.00 EDUCATION FUND 5.00
SERIAL NUMBER: 009025
DEED CNTL NO 56069 RE TAX 74.00

THIS INDENTURE, made the 28th day of March, in the year two thousand one
BETWEEN:

THE CITY OF NEWBURGH, a municipal corporation organized under the laws of the
State of New York and having its principal office at City Hall, 83 Broadway, Newburgh, New
York 12550, party of the first part, and

CARLOS A. RIVERA and DONNA M. RIVERA, residing at, 1 Chadwick Gardens,
C-18, Newburgh, New York 12550, party of the second part. *Husband + Wife*

WITNESSETH, that the party of the first part, in consideration of \$18,500.00 paid by the
party of the second part, does hereby remise, release and quitclaim unto the party of the second
part, the heirs or successors and assigns of the party of the second part forever,

ALL that certain plot, piece or parcel of land, with the buildings and improvements
thereon erected, situate, lying and being in the State of New York, County of Orange and City of
Newburgh, known as 232-242 Robinson Avenue, in the City of Newburgh and being more
accurately described as Section 7, Block 2, Lot 6, on the Official Tax Map of The City of
Newburgh.

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

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

BEING the same premises indicated as Parcel II in a deed from Michael T. Shramek and
Richard Bremer to The City of Newburgh, dated February 26, 1999, and recorded in the Orange
County Clerk's Office on March 10, 1999, in Liber 5008 of Deeds at page 259.

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

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

(1) within eighteen (18) months after the date of this deed, the party of the second part
shall bring the property conveyed herein into complete compliance with all State, County and
City building, housing, plumbing, electrical, fire prevention, life safety and health statutes, codes,
rules and regulations and shall obtain, within such time period, a Certificate of Occupancy for all
buildings and structures located on the property. If a Certificate of Occupancy has been issued for
any building or structure on such property, prior to the date of this deed, the party of the second
part shall, within eighteen months after the date of this deed, either make such building or

LIBER 5516 PAGE

2

00R2760

structure fit for the use set forth in such Certificate of Occupancy or shall obtain a new Certificate of Occupancy for another use or shall demolish such building or structure;

(2) at or prior to the end of eighteen (18) months after the date of delivery of this deed, the party of the second part shall schedule with the Building Inspector of the City of Newburgh an inspection of the property described in this deed to determine compliance with the covenant set forth in paragraph (1) above. If the property is found to be in compliance with such covenant, a Certificate of Occupancy or Compliance shall be issued by the Building Inspector;

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

(4) at the end of eighteen (18) months after the delivery of this deed, if it is determined that the covenants contained in paragraphs (1) and (2) above have not been complied with, the party of the second part shall, within ten (10) business days from the service of a notice pursuant to Section 612 of the Real Property Actions and Proceedings Law of the State of New York, reconvey good and marketable title to the property described in this deed to the party of the first part;

(5) if, at any time after delivery of this deed, it is determined that the covenant contained in paragraph (3) above has not been complied with, the party of the second part and his grantee, assign, or successor in interest shall, within ten (10) business days from the service of a notice pursuant to Section 612 of the Real Property Actions and Proceedings Law of the State of New York, reconvey good and marketable title to the property described in this deed to the party of the first part.

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

In the event that subsequent to the conveyance of the property described in this deed the party of the second part shall default in or violate any of its obligations contained in the covenants set forth in this deed, the party of the first part shall have the right to re-enter and take possession of the property described in this deed and to terminate the estate conveyed by this deed to the party of the second part, it being the intent of this provision that the conveyance to the party of the second part shall be made upon a condition subsequent to the effect that in the event of any default, failure, violation or other action or inaction by the party of the second part contrary to the obligations specified in the covenants contained in this deed, the party of the first part, may at its option, declare a termination in favor of the party of the first part, of the title

and of all rights and interests in and to the property conveyed by this deed to the party of the second part and any assigns or successors in interest to or in the property, shall revert to the party of the first part. Provided, that such conditions subsequent and any reverting of title as a result thereof in the party of the first part shall always be subject to and limited by and shall not defeat, render invalid or limit in any way, the lien of any mortgage obtained by the party of the second part for the purpose of financing the work necessary to bring the property into compliance with all statutes, codes, rules and regulations as is required by the covenants contained in this deed, or for the purpose of purchasing the property. The words, "the party of the second part", as used in this paragraph, shall be construed to mean the party of the second part or his successors or assigns.

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

IN PRESENCE OF:

THE CITY OF NEWBURGH

BY: *Harold J. Porr, III*
HAROLD J. PORR, III, City Manager

BY: *Carlos A. Rivera*
CARLOS A. RIVERA, Purchaser

BY: *Donna M. Rivera*
DONNA M. RIVERA, Purchaser

STATE OF NEW YORK)

) ss:

COUNTY OF ORANGE)

On the 29th day of March in the year 2001, before me, the undersigned, a Notary Public in and for said State, personally appeared HAROLD J. PORR, III, 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.

Commissioner of Deeds

RAR:

Marc Kerchman, Esq.
310 Fullerton Avenue
Newburgh, NY 12550

Elizabeth A. Evans

Elizabeth A. Evans
Commissioner of Deeds
City of Newburgh, N.Y.
Commission Expires, Dec. 31, 2002

LIBER 5516 PAGE 4

COUNTY OF ORANGE)

On the 28 day of March in the year 2001, before me, the undersigned, a Notary Public in and for said State, personally appeared CARLOS A. RIVERA, 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.

Commission Expires October 31, 2002

COUNTY OF ORANGE)

On the 28 day of March in the year 2001, before me, the undersigned, a Notary Public in and for said State, personally appeared DONNA M. RIVERA, 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 she executed the same in her capacity, and that by her signature on the instrument, the individual, or the person upon behalf of which the individual acted; executed the instrument.

Commission Expires October 31, 2002

C:\232-242Robinson.deed

LIBER 5516 PAGE

5

RESOLUTION NO.: _____ - 2020

OF

MARCH 9, 2020

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO ACCEPT
A DONATION OF A BICYCLE RACK FROM REGGIE YOUNG FOR
INSTALLATION AND USE IN FRONT OF 159 BROADWAY**

WHEREAS, Reggie Young is a small business owner in the City of Newburgh and advocate of making the City accessible via all modes of transportation, including walking and bicycling; and

WHEREAS, Mr. Young offered to donate a bicycle rack for public use in front of his business, which is located at 159 Broadway; and

WHEREAS, Mr. Young has agreed to install the bicycle rack in a location determined by City staff, with input from the Transportation Advisory Committee; and

WHEREAS, this Council deems it to be in the best interests of the City of Newburgh to accept such donation, which will include the installation of the bicycle rack;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager of the City of Newburgh be and he is hereby authorized to accept the bicycle rack donated by Reggie Young, with the appreciation and thanks of the City of Newburgh.



City of Newburgh
Transportation Advisory Committee

To: Alexandra Church, Director of City Planning & Economic Development
From: Gabe Berlin & Naomi Hersson-Ringskog, Transportation Advisory Committee
Date: February 24, 2020
Re: Request for Bicycle Rack at Hudson Valley House Parts store

Dear Ms. Church

The Transportation Advisory Committee endorses the request from Reggie Young, owner of Hudson Valley House Parts, to install a bicycle rack outside of his store at 159 Broadway, Newburgh, NY 12550. Mr. Young is interested in supporting his employees that bicycle from Beacon and within Newburgh. He is also welcoming of the public to use the bicycle rack.

He will install and take ownership of the bicycle rack, recognizing that the maintenance and management of any mishaps will be his responsibility.

He proposes to install the bicycle rack where Planning & Engineering Departments see its best placement: either by the store window or by the curb's edge. Mr. Chad Wade of Engineering Department has opined on both configurations and ultimately thinks "the rack should be reviewed in both locations spatially with bikes to determine the impacts of both locations."

We are excited that a local business sees and values this form of alternative transportation infrastructure which helps their employees commute to and from work. We also want to acknowledge and thank Jessica Ridgeway of Orange County Planning Department for the bicycle rack.

Please see attached letter from Mr. Young

Best,

Naomi & Gabe

All Products ▾

Enter keyword, item, model or replacement part number.

Search

Print

Email

[Material Handling](#) >
 [Bicycles and Scooters](#) >
 [Bike Racks](#) >
 Bike Rack, 1-Sided, 4-Bike, 48 in., Black >

MADRAX

Bike Rack, 1-Sided, 4-Bike, 48 in., Black

Item # 8Z839 Mfr. Model # GR114-B Catalog Page # 1482 UNSPSC # 56101608



Web Price ⓘ

\$315.18 / each

This item requires special shipping, additional charges may apply.

1

Add to Cart

[+ Add to List](#) |



Shipping



Pickup

Expected to arrive **Thu. Feb 27**.

Ship To 10001 ([Change](#))

Shipping Weight **48.0 lbs.**

Country of Origin **USA** | *Country of Origin is subject to change.*

Note: Product availability is real-time updated and adjusted continuously. The product will be reserved for you when you complete your order.
[More](#)



How can we [improve our Product Images?](#)

☐ Compare

Technical Specs

Item Single Sided Bike Rack

Holds (4) Bikes

Length 48"

Width 31-1/4"

Height 30-3/4"

Usable Opening Width 3"

Mounting Surface

Material Steel

Color Black

Finish Galvanized/Powder Coated

Hudson Valley House Parts
159 Broadway, Newburgh NY 12550
(845) 245-4291
info@hvhouseparts.com
www.hvhouseparts.com

Alexandra Church, AICP
Director/City Planner
Department of Planning & Development
City of Newburgh
83 Broadway
Newburgh, NY 12550

February 8, 2020

Re: Bike Rack Installation on Broadway

Dear Ali,

I am writing to confirm that Hudson Valley House Parts, located at 159 Broadway, will take ownership, maintenance, and installation responsibility for a 1-sided, 4-bike black bike rack (<https://www.grainger.com/product/MADRAX-Bike-Rack-8Z839>). The bike rack, provided by Orange County Department of Planning, will be installed on the sidewalk outside of my business, Hudson Valley House Parts, using a provided concrete anchor kit (<https://www.grainger.com/product/GRAINGER-APPROVED-Concrete-Anchor-Kit-9WAX5>.)

See the attached photos that indicate the two locations the bike rack can be installed—either at the east end of the building, next to it or the east end of the sidewalk edge, to the west of a parking meter. We do not have a preference; if you do, please advise.

Our staff often rides to work and we expect several customers, especially when the weather warms up, to utilize the bike rack as well. We are excited to promote bicycling and workplace wellness in Newburgh!

Sincerely,

Reggie Young
Owner





RESOLUTION NO.: _____ - 2020

OF

MARCH 9, 2020

**A RESOLUTION AUTHORIZING THREE RENEWAL AGREEMENTS WITH
ENDEAVOR MUNICIPAL DEVELOPMENT, INC.
FOR GRANT CONSULTING SERVICES IN AN AMOUNT
NOT TO EXCEED \$24,000.00 PER AGREEMENT FOR A 12 MONTH PERIOD**

WHEREAS, by Resolution No. 72-2019 of March 25, 2019, the City of Newburgh authorized the Interim City Manager to enter into 3 agreements with Endeavor Municipal Development, Inc. for professional grant consulting services in a total amount not to exceed \$24,000.00 per agreement for a 12 month period; and

WHEREAS, Endeavor Municipal Development, Inc. has submitted 3 renewal agreements, one each for general grant services, water service grant services, and wastewater/sewer grant services with similar scopes of work to include, but not be limited to, develop funding sources for current projects; explore funding options and eligibility for future projects; research, preparation, submission and appropriate follow up for all targeted governmental and non- governmental funding applications and the development and implementation of a project management system; and to work with appropriate City staff; and

WHEREAS, funding for said professional grant consulting services is appropriated in the City's 2020 budget; and

WHEREAS, this Council finds that entering into the renewal agreements with Endeavor Municipal Development, Inc. for professional grant consulting services is in the best interests of the City of Newburgh and its further development;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to enter into 3 renewal agreements with Endeavor Municipal Development, Inc. for professional grant consulting services in a total amount not to exceed \$24,000.00 per agreement for a 12 month period.

ENDEAVOR MUNICIPAL DEVELOPMENT, INC.
TEVIOTDALE
P.O. Box 187
GERMANTOWN, NY 12526
518-334-2710/518-537-4353FAX
VICTORCORNELIUS@AOL.COM

Mr. Joseph Donat
City Manager
City of Newburgh
83 Broadway
Newburgh, NY 12550

January 25, 2020

Dear Manager Donat,

The following shall constitute the agreement between us pursuant to which you, **the City of Newburgh, NY (Client)** has retained our company **Endeavor Municipal Development, Inc.** to furnish certain financial development services upon the following terms and conditions:

- 1) Client hereby engages Endeavor Municipal Development, Inc. to develop funding resources for initiatives currently undertaken by the City of Newburgh. These initiatives include, but are not limited to:
 - a. Main Street revitalization efforts,
 - b. Support of private redevelopment initiatives,
 - c. Enhancement of the City's recreational facilities,
 - d. Improvement of the City's roads, bridges and street lighting,
 - e. City planning initiatives.
- 2) For Phase One of these efforts Endeavor Municipal Development, Inc.'s responsibilities will include:
 - a. Working with the Client's staff and consultants to determine eligibility for various funding possibilities, concentrating on federal, state, regional, county, corporate and private foundation sources. This will culminate in the creation of a development plan for the projected initiatives,

b. Structuring a schedule for the implementation of the development plan,

3) The period of the contract is to last for twelve months from the date of contract signing. The areas of responsibility associated with this contract are limited to performing advocacy and grant/loan filing services for the City to:

- a. The Department of Commerce's Economic Development Administration grants process,
- b. Existing but underutilized HUD programs,
- c. Residual Superstorm Sandy Appropriation funding processes (including FEMA and HUD),
- d. The Federal Appropriations Process, if applicable,
- e. The New York State Member Initiative Process, if applicable,
- f. NY State Department of Transportation's Local Projects programs,
- g. NY State Consolidated Application Process.

Services provided by Endeavor Municipal Development Inc. include, but are not limited to:

- a. Meeting with representatives of both the City and the funding sources to present the various aspects of the projects, including engineering, legal and financial eligibility requirements,
 - b. Writing applications, developing reports and 'sign-off' documentation for the appropriate phases of the project.
- 3) In consideration hereof, Client shall pay Endeavor Municipal Development, Inc. \$6,000.00 upon signing of the contract and \$6,000.00 at the beginning of each additional quarter for a total contract period of four quarters.

- 4) In addition, the Client will also provide to Endeavor Municipal Development, Inc. reimbursement for all expenses of production of the written applications or reports, i.e. duplication of photographs, photocopier expenses, folders, mailing costs, and personnel costs incurred by Endeavor after the City receives notification of its awards. Client will retain ownership of all materials developed in the context of this project and must pre-approve all expenditures of \$100 or more. When possible, in-house resources will be utilized.
- 5) Endeavor Municipal Development's fees (as defined in 3 and 4) shall be included as administration expenses and will be included in the budget to be funded through the funding sources, where permitted.
- 6) This contract can be terminated upon thirty days' notice by either party to the other party in writing and shall be delivered personally, sent by nationally recognized reputable overnight delivery service or sent by certified mail, postage prepaid, return receipt requested.
- 7) This agreement shall be binding upon and shall inure to the benefit of the parties, their successors, and assigns.
- 8) This agreement constitutes the entire agreement between the parties, shall not be modified or amended except in writing, delivered by certified mail, postage prepaid, return receipt requested, and shall be interpreted in accordance with the laws of New York State applicable to agreements executed and to be performed within.
- 9) Any work performed or services rendered by either party hereunder shall be in that party's capacity as an independent contractor and not as agent or representative of the other party. It is understood that this agreement does not constitute a joint venture by the parties hereto.
- 10) Any dispute, controversy, or difference of opinion related to this agreement or to its validity which cannot be mutually resolved between the parties shall be determined in any court of competent jurisdiction.

Please confirm your consent to the foregoing by signing the enclosed copy of this letter in the appended space provided and returning same to us.

Very truly yours,

Endeavor Municipal Development, Inc.

By,

Victor Cornelius, Principal

AGREED AND ACCEPTED:

The City of Newburgh

By,

Joseph Donat, City Manager

Date

ENDEAVOR MUNICIPAL DEVELOPMENT, INC.
TEVIOTDALE
P.O. Box 187
GERMANTOWN, NY 12526
518-697-0437/518-537-4353FAX
VICTORCORNELIUS@AOL.COM

Mr. Joseph Donat
City Manager
City of Newburgh
83 Broadway
Newburgh, NY 12550

January 25, 2020

Dear Manager Donat,

The following shall constitute the agreement between us pursuant to which you, **the City of Newburgh, NY (Client)** has retained our company **Endeavor Municipal Development, Inc.** to furnish certain financial development services upon the following terms and conditions:

- 1) Client hereby engages Endeavor Municipal Development, Inc. to develop funding resources for initiatives currently undertaken by the City of Newburgh's Wastewater System regarding various improvements involving its collections and processing systems. The projects are to be defined in the context of this contract period which is to last for twelve months from the date of contract signing. The areas of responsibility associated with this contract are limited to application writing, performing advocacy and grant/loan filing services for the City to:
 - a. the Environmental Facilities Corporation in the context of its formal application process for both the Clean Water State Revolving Fund and the State's Water Grant Program,
 - b. the Office Housing and Urban Development's Entitlement Community funding processes,
 - c. possible residual funding from the Superstorm Sandy Appropriation funding processes (including FEMA and HUD),

- d. NYS DEC's Water Quality Improvement Program's application process.
- e. the Federal Appropriations Process, if applicable,
- f. the New York State Member Initiative Process, if applicable.
- g. NY State Consolidated Funding Application Process.

Services provided by Endeavor Municipal Development Inc. include, but are not limited to:

- a. Meeting with representatives of both the City and the funding sources to present the various aspects of the projects, including engineering, legal and financial eligibility requirements,
- b. Developing reports and 'sign-off' documentation for the appropriate phases of the project.

2) In consideration hereof, Client shall pay Endeavor Municipal Development, Inc. \$6,000.00 upon signing of the contract and \$6,000.00 at the beginning of each additional quarter for a total contract period of four quarters.

3) In addition, the Client will also provide to Endeavor Municipal Development, Inc. reimbursement for all expenses of production of the written applications or reports, i.e. duplication of photographs, photocopier expenses, folders, mailing costs, and personnel costs incurred by Endeavor after the City receives notification of its awards. Client will retain ownership of all materials developed in the context of this project and must pre-approve all expenditures of \$100 or more. When possible, in-house resources will be utilized.

4) Endeavor Municipal Development's fees (as defined in 2 and 3) shall be included as administration expenses and will be included in the budget to be funded through the EFC as such.

5) This contract can be terminated upon thirty days' notice by either party to the other party in writing and shall be delivered personally, sent by nationally recognized reputable overnight delivery service or sent by certified mail, postage prepaid, return receipt requested.

6) This agreement shall be binding upon and shall inure to the benefit of the parties, their successors, and assigns.

7) This agreement constitutes the entire agreement between the parties, shall not be modified or amended except in writing, delivered by certified mail, postage prepaid, return receipt requested, and shall be interpreted in accordance with the laws of New York State applicable to agreements executed and to be performed within.

8) Any work performed or services rendered by either party hereunder shall be in that party's capacity as an independent contractor and not as agent or representative of the other party. It is understood that this agreement does not constitute a joint venture by the parties hereto.

9) Any dispute, controversy, or difference of opinion related to this agreement or to its validity which cannot be mutually resolved between the parties shall be determined in any court of competent jurisdiction.

Please confirm your consent to the foregoing by signing the enclosed copy of this letter in the appended space provided and returning same to us.

Very truly yours,

Endeavor Municipal Development, Inc.

By,

Victor Cornelius, Principal

AGREED AND ACCEPTED:

The City of Newburgh

By,

Joseph Donat, City Manager

Date

ENDEAVOR MUNICIPAL DEVELOPMENT, INC.
TEVIOTDALE
P.O. Box 187
GERMANTOWN, NY 12526
518-697-0437/518-537-4353FAX
VICTORCORNELIUS@AOL.COM

Mr. Joseph Donat
City Manager
City of Newburgh
83 Broadway
Newburgh, NY 12550

January 25, 2020

Dear Manager Donat,

The following shall constitute the agreement between us pursuant to which you, **the City of Newburgh, NY (Client)** has retained our company **Endeavor Municipal Development, Inc.** to furnish certain financial development services upon the following terms and conditions:

- 1) Client hereby engages Endeavor Municipal Development, Inc. to develop funding resources for initiatives currently undertaken by the City of Newburgh's Water System regarding improvements involving the water system's source, treatment and distribution systems. The projects are to be defined in the context of this contract period which is to last for twelve months from the date of contract signing. The areas of responsibility associated with this contract are limited to application writing, performing advocacy and grant/loan filing services for the City to:
 - a. the Environmental Facilities Corporation in the context of its formal application process for both the Drinking Water State Revolving Fund and the State's Water Grant Program,
 - b. the Office Housing and Urban Development's Entitlement Community funding processes,
 - c. possible residual funding from the Superstorm Sandy Appropriation funding processes (including FEMA and HUD),
 - d. NYS DEC's Water Quality Improvement Program's application process.

- e. the Federal Appropriations Process, if applicable,
- f. the New York State Member Initiative Process, if applicable.
- g. the New York State Consolidated Funding Application Process.

Services provided by Endeavor Municipal Development, Inc. include but are not limited to:

- a. Meeting with representatives of both the City and the funding sources to present the various aspects of the projects, including engineering, legal and financial eligibility requirements,
- b. Developing reports and 'sign-off' documentation for the appropriate phases of the project.

2) In consideration hereof, Client shall pay Endeavor Municipal Development, Inc. \$6,000.00 upon the signing of the contract and \$6,000.00 at the beginning of each additional quarter for a total contract period of four quarters.

3) In addition, the Client will also provide to Endeavor Municipal Development, Inc. reimbursement for all expenses of production of the written applications or reports, i.e. duplication of photographs, photocopier expenses, folders, mailing costs, and personnel costs incurred by Endeavor after the City receives notification of its awards. Client will retain ownership of all materials developed in the context of this project and must pre-approve all expenditures of \$100 or more. When possible, in-house resources will be utilized.

4) Endeavor Municipal Development's fees (as defined in 2 and 3) shall be included as administration expenses and will be included in the budget to be funded through the EFC as such.

5) This contract can be terminated upon thirty days' notice by either party to the other party in writing and shall be delivered personally, sent by nationally recognized reputable overnight delivery service or sent by certified mail, postage prepaid, return receipt requested.

6) This agreement shall be binding upon and shall inure to the benefit of the parties, their successors, and assigns.

7) This agreement constitutes the entire agreement between the parties, shall not be modified or amended except in writing, delivered by certified mail, , postage prepaid, return receipt requested, and shall be interpreted in accordance with the laws of New York State applicable to agreements executed and to be performed within.

8) Any work performed or services rendered by either party hereunder shall be in that party's capacity as an independent contractor and not as agent or representative of the other party. It is understood that this agreement does not constitute a joint venture by the parties hereto.

9) Any dispute, controversy, or difference of opinion related to this agreement or to its validity which cannot be mutually resolved between the parties shall be determined in any court of competent jurisdiction.

Please confirm your consent to the foregoing by signing the enclosed copy of this letter in the appended space provided and returning same to us.

Very truly yours,

Endeavor Municipal Development, Inc.

By,

Victor Cornelius, President

AGREED AND ACCEPTED:

The City of Newburgh

By,

Joseph Donat, City Manager

Date

RESOLUTION NO.: _____ - 2020

OF

MARCH 9, 2020

**A RESOLUTION AUTHORIZING THE CITY MANAGER OR THE POLICE CHIEF, AS
MANAGER'S DESIGNEE, TO EXECUTE AN INTER-MUNICIPAL AGREEMENT WITH
THE COUNTY OF ORANGE CONFIRMING CITY OF NEWBURGH PARTICIPATION
IN THE STOP-DWI PROGRAM FOR THE ENFORCEMENT PERIOD OF
MARCH 13, 2020 TO JANUARY 1, 2021 AND TO ACCEPT AN AWARD NOT TO
EXCEED \$3,668.00 COVERING 70 PERSON-HOURS
FOR THE FIRST ENFORCEMENT PERIOD OF 2020 (MARCH 13, 2020 – MAY 26, 2020)**

WHEREAS, the County of Orange (hereinafter "County") has provided the City of Newburgh (hereinafter "City") with an Inter-Municipal Agreement for a full year of participation to provide for the funding of the STOP-DWI Program within the City of Newburgh and an award notification for the enforcement period of March 13, 2020 and ending January 1, 2021; and

WHEREAS, the City of Newburgh agrees to participate in three (3) STOP DWI Program enforcement campaign periods as follows: First Enforcement Period – March 13, 2020 through May 26, 2020, which includes St. Patrick's Day and the Memorial Day holiday weekend; Second Enforcement Period – July 3, 2020 through September 8, 2020, which includes the Independence Day and Labor Day holiday weekend enforcement campaigns; and the Third Enforcement Period – November 6, 2020 through January 1, 2021, which includes Thanksgiving, Christmas and New Year's holiday enforcement campaigns; and

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

WHEREAS, based on the data submittals submitted for the prior year the City of Newburgh is eligible for an award not to exceed \$3,668.00 covering 70 person-hours for the First Enforcement Period of 2020; and

WHEREAS, the County will notify the City in writing of its eligibility for awards, if any, for the second and third enforcement periods of 2020 by a separate written award letter prior to the commencement of each such enforcement period; and

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

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager or the Police Chief, as Manager's designee, be and he is hereby authorized to execute an Inter-Municipal Agreement with the County of Orange confirming the City's participation in the STOP-DWI Program for the period March 13, 2020 through January 1, 2021 in order to fund the additional cost of stepped-up police patrols and related court appearances and providing the City of Newburgh with an award not to exceed \$3,668.00 covering 70 person-hours for the First Enforcement Period of 2020 (March 13, 2020 through May 26, 2020); and

BE IT FURTHER RESOLVED, that the City Council of the City of Newburgh, New York that the City Manager or the Police Chief as Manager's designee be and he is hereby authorized to accept subsequent awards for the Second Enforcement Period (July 3, 2020 through September 8, 2020) and Third Enforcement Period (November 6, 2020 through January 1, 2021) covered by the 2020 STOP-DWI Agreement; and to execute all necessary documents to receive and comply with the terms of such Agreement and to carry out the program funded thereby.

ORANGE COUNTY, NEW YORK



Steven M. Neuhaus
County Executive

Coordinator

Brendan R. Casey

Commissioner

OC Emergency Services

Administrator

John Jones

STOP-DWI / Traffic Safety Programs

22 Wells Farm Road

Goshen, New York 10924

845-615-0566



TO: CITY OF NEWBURGH

FROM: Brendan R. Casey, Orange County STOP-DWI Coordinator

DATE: February 20, 2020

Enclosed is your Department's contract for the 2020 STOP-DWI (Regular) enforcement patrol year funding **beginning on March 13, 2020 and ending on January 1, 2021**. The contract is for participation for the **full year**. The enclosed contract indicates the Not-to-Exceed total hours and/or dollar amount for the 1st Period beginning on March 13, 2020 and ending on May 26, 2020 in the amount of **\$3668/70**. You will be subsequently notified by letter of the awarded amount of the total dollars/hours for the 2nd and 3rd periods of the year. Please review the attached Schedule A of the contract for enforcement dates and reimbursement requirements.

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

PLEASE NOTE THAT ARTICLE 17. SIGNATURES ALLOWS FOR A MANUALLY SIGNED COPY OF THIS AGREEMENT TO BE DELIVERED VIA FAX (845) 291-2121, EMAIL (csacccone@orangecountygov.com) OR OTHER MEANS OF ELECTRONIC TRANSMISSION.

Also included in the mailing is a completion packet containing:

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

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

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



INTER-MUNICIPAL AGREEMENT

THIS INTER-MUNICIPAL AGREEMENT ("IMA") is entered into this 20th day of February, 2020, by and between the **COUNTY OF ORANGE**, a County of the State of New York, with its principal offices at 255-275 Main Street, Goshen, New York, by and through its Department of Emergency Services ("COUNTY"), and the **CITY OF NEWBURGH**, a City of the State of New York, with its principal offices at 55 Broadway, Newburgh, NY 12550, by and through its Police Department ("MUNICIPALITY").

ARTICLE 1. SCOPE OF AGREEMENT

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

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

ARTICLE 2. TERM OF AGREEMENT

The term of this IMA shall commence on February 20, 2020 and end January 11, 2021.

ARTICLE 3. PROCUREMENT OF AGREEMENT

The MUNICIPALITY represents and warrants that no person or selling agency has been employed or retained by the MUNICIPALITY to solicit or secure this IMA upon an agreement for, or upon an understanding of, a commission, percentage, a brokerage fee, contingent fee

or any other compensation. The MUNICIPALITY further represents and warrants that no payment, gift or thing of value has been made, given or promised to obtain this or any other agreement between the parties. The MUNICIPALITY makes such representations and warranties to induce the COUNTY to enter into this IMA and the COUNTY relies upon such representations and warranties in the execution hereof.

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

ARTICLE 4. CONFLICT OF INTEREST

The MUNICIPALITY represents and warrants that neither it nor any of its directors, officers, members, partners or employees, have an interest, and shall not acquire an interest, directly or indirectly which would or may conflict in any manner or degree with the performance of this IMA. The MUNICIPALITY further represents and warrants that in the performance of this IMA, no person having such interest or possible interest shall be employed by it and that no elected official or other officer or employee of the COUNTY, nor any person whose salary is payable, in whole or in part, by the COUNTY, or any corporation, partnership or association in which such official, officer or employee is directly or indirectly interested shall have any such interest, direct or indirect, in this IMA or in the proceeds thereof, unless such person (1) is required by the Orange County Ethics Law, as amended from time to time, to submit a Disclosure form to the Orange County Board of Ethics, amends such Disclosure form to include his/her interest in this IMA, or (3) submits such a Disclosure form and (a) discloses his/her interest in this IMA, or (b)

seeks a formal opinion from the Orange County Ethics Board as to whether or not a conflict of interest exists.

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

ARTICLE 5. ASSIGNMENT AND SUBCONTRACTING

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

ARTICLE 6. BOOKS AND RECORDS

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

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

ARTICLE 7. RETENTION OF RECORDS

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

ARTICLE 8. AUDIT BY THE COUNTY AND OTHERS

All claimant certification forms or invoices presented for payment to be made hereunder, and the books, records and accounts upon which said claimant's certification forms or invoices are based are subject to audit by the COUNTY. The MUNICIPALITY shall submit any and all documentation and justification in support of expenditures or fees under this IMA as may be required

by the COUNTY, so that it may evaluate the reasonableness of the charges, and the MUNICIPALITY shall make its records available to the COUNTY upon request. All books, claimant's certification forms, records, reports, cancelled checks and any and all similar material may be subject to periodic inspection, review and audit by the COUNTY, the State, the federal government, and/or other persons duly authorized by the COUNTY. Such audits may include examination and review of the source and application of all funds whether from the COUNTY and State, the federal government, private sources or otherwise. The MUNICIPALITY shall not be entitled to any interim or final payment under this IMA if any audit requirements and/or requests have not been satisfactorily met.

ARTICLE 9. INDEMNIFICATION

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

ARTICLE 10. TERMINATION

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

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

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

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

ARTICLE 11. GENERAL RELEASE

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

ARTICLE 12. SET-OFF RIGHTS

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

ARTICLE 13. GOVERNING LAW

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

ARTICLE 14. ENTIRE AGREEMENT

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

ARTICLE 15. MODIFICATION

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

ARTICLE 16. SEXUAL HARASSMENT CERTIFICATION

Pursuant to State of New York State Finance Law §139-l, by execution of this Agreement, the VENDOR and the individual signing this Agreement on behalf of the VENDOR certifies, under penalty of perjury, that the VENDOR has and has implemented a written policy addressing sexual harassment prevention in the workplace and provides annual sexual harassment prevention training to all of its employees. Such policy shall, at a minimum, meet the requirements of Section 201-g of the State of New York Labor Law. A model policy and training has been created by the New York State Department of Labor and can be found on its website at:

<https://www.ny.gov/programs/combating-sexual-harassment-workplace>.

The COUNTY's policy against sexual harassment and other unlawful discrimination and harassment in the workplace can be found on the COUNTY's website at:

<https://www.orangecountygov.com/1137/Human-Resources>.

ARTICLE 17. SIGNATURES

A manually signed copy of this Agreement delivered by facsimile, email or other means of electronic transmission shall be deemed to have the same legal force and effect as delivery of an original signed copy of this Agreement.

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

COUNTY OF ORANGE

MUNICIPALITY

By: _____
Steven M. Neuhaus
County Executive

By: _____
Name: _____
Title: _____

DATE: _____

DATE: _____

SCHEDULE A-1

NEW YORK STATE VEHICLE AND TRAFFIC LAW §1197 FUNDS

ENFORCEMENT CAMPAIGNS/AGREEMENT TO PARTICIPATE.

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

First Enforcement Period – March 13, 2020 through May 26, 2020, which includes St. Patrick's Day and the Memorial Day holiday weekend.

Second Enforcement Period – July 3, 2020 through September 8, 2020, which includes the Independence Day and Labor Day holiday weekend enforcement campaigns.

Third Enforcement Period – November 6, 2020 through January 1, 2021, which includes Thanksgiving, Christmas, and the New Year's holidays enforcement campaigns.

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

DATA SUBMITTAL.

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

AWARD OF FUNDS.

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

FIRST ENFORCEMENT PERIOD AWARD.

Based on data submittals from the MUNICIPALITY for the prior enforcement period November 27, 2019 through January 1, 2020, which submittals were required to be submitted to the COUNTY pursuant to a separate IMA between MUNICIPALITY and COUNTY, MUNICIPALITY is eligible for an award not to exceed **THREE THOUSAND SIX HUNDRED SIXTY-EIGHT AND 00/100 (\$3668)** covering **70** man-hours for the first enforcement period of 2020. The actual award payment to MUNICIPALITY shall be that amount earned as a result of man-hours expended by the MUNICIPALITY for STOP DWI Program enforcement activities during each preceding enforcement period as supported by the data submitted by the MUNICIPALITY.

WRITTEN NOTIFICATION OF AWARDS FOR THE SECOND AND THIRD ENFORCEMENT PERIODS OF 2020.

COUNTY will notify MUNICIPALITY in writing of its eligibility for awards, if any, for the second and third enforcement period of 2020 by a separate written award letter delivered to MUNICIPALITY prior to the

commencement of such enforcement period. Each award letter shall state a not to exceed dollar value of the funds available to the MUNICIPALITY for reimbursement of man hours expended operating enforcement patrols during the applicable enforcement period and shall be annexed to and made a part of this IMA.

Orange County STOP-DWI Enforcement Patrol

Police Department: _____

Patrol Period: _____

Note: This form must be completed and returned to STOP-DWI in order to receive payment.

SUMMARY SHEET

Number of Patrol Sheets Attached: _____

Total Hours: _____

No. of Stops: _____

1192 Arrests: _____

1192 Tickets: _____

511-2 & 511-3 Arrests: _____

Zero Tolerance Detentions: _____

Other Tickets: _____

Total number of tickets issued during this same time where the officers' time was not funded by the STOP-DWI Program:

1192 Tickets: _____

511-2 & 511-3 Tickets: _____

Zero Tolerance Detentions: _____

Other Tickets: _____

Chief's Signature: _____

Please return this Summary Sheet along with all Enforcement Patrol Sheets and hourly/overtime rate for Police Officers with total claim amount to:

Christine Saccone
Emergency Services Center
22 Wells Farm Road
Goshen, NY 10924
EMAIL: csaccone@orangecountygov.com
PHONE: 615-0565 FAX: 291-2121

Department: _____

Address: _____

Chief of Police: _____

Submitted by: _____

Contact Phone #: _____

[illegible]

Orange County STOP-DWI Enforcement Patrol

Date: _____ Time Began: _____ Beginning Miles: _____
 Police Dept: _____ Time Ended: _____ Ending Miles: _____
 Officer's Name: _____

NOTE: This form must be completed and returned to STOP-DWI in order to receive payment

<i>Time</i>	<i>Location and Reason for Stop</i>	<i>Vehicle Plate #</i>	<i>Sobriety Check (Y/N)</i>	<i>Number of Tickets Issued</i>	<i>1192 Arrest (Y/N)</i>	<i>511-2 511-3 Arrest (Y/N)</i>	<i>Zero Tolerance Detention (Y/N)</i>

Comments: _____

Chief's Signature: _____

Total Hours: _____

of Stops: _____

#1192 Arrests: _____

#1192 Tickets: _____

511-2,3 arrests: _____

Zero Tol. Det. : _____

#Other Tickets: _____



City of Newburgh

GRANT APPLICATION FORM

Grant Requestor:

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

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

SECTION A. COMPLETED BY GRANT REQUESTOR

NAME OF PROJECT FOR GRANT: STOP-DWI 2020	NAME OF DEPARTMENT REQUESTING GRANT: Police Department	NAME OF DEPARTMENT HEAD/SPONSOR AUTHORIZING GRANT: Douglas Solomon Chief of Police
NAME OF GRANT/NAME OF AWARDING AGENCY: Orange County Traffic Safety	GRANT SUBMITTAL DATE: February 28, 2020	AMOUNT OF AWARD: Up To \$11,500.00
MATCH REQUIRED? IF YES, AMOUNT AND TYPE: (EX. CASH, IN-KIND) NO	AMOUNT REQUIRED BY THE CITY OF NEWBURGH: NONE	(OPTIONAL) ANY ADDITIONAL GRANT CONDITIONS:

PROJECT PLAN: Funds will be utilized to provide for proactive DWI enforcement patrols. There are 3 enforcement periods for the year :1st one from 3/13/20 to 5/26/20, 2nd one from 7/3/20 to 9/8/20, and 3rd one from 11/6/20 to 1/1/21.

Contract period 3/13/2020- 1/1/2021.

Attached is the award letter and contract.

Scope of Project:

Project Timeline: (ex. Dates)

SECTION B. FOR REVIEW BY CITY COMPTROLLER

GRANT MATCH REQUIREMENT REVIEWED? YES/NO:

COMMENTS:



City of Newburgh

GRANT APPLICATION FORM

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



City of Newburgh

GRANT APPLICATION FORM

DATE RESOLUTION TO BE SENT TO CITY COUNCIL MEETING:

RESOLUTION NO. _____ - 2020

OF

MARCH 9, 2020

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEWBURGH
DECLARING AUGUST 11, 2020 AS
FREDERICK DOUGLASS DAY OF CIVIC ENGAGEMENT
IN THE CITY OF NEWBURGH**

WHEREAS, Mr. Frederick Douglass, one of this Country's premier abolitionist and opponents of injustice, visited our beloved City of Newburgh, NY on August 11, 1870; and

WHEREAS, Mr. Douglass graced the residents with his presence to share in the celebration and discuss the ratification of the 15th Amendment which granted black men in America the right to vote and this occasion included a jubilee march of 4,000 residents and concluded with a speech by Mr. Douglass himself; and

WHEREAS, this year marks the 150 year commemoration of his visit to the City of Newburgh; and

WHEREAS, the City Council of the City of Newburgh has determined that August 11, 2020 and each August 11th every year thereafter be recognized as Frederick Douglass Day of Civic Engagement; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Newburgh that August 11, 2020 be declared as "Frederick Douglass Day" in the City of Newburgh; and

BE IT FURTHER RESOLVED by the City Council of the City of Newburgh that August 11th of each year henceforth be celebrated as "Frederick Douglass Day" in the City of Newburgh.

RESOLUTION NO.: _____-2020

OF

MARCH 9, 2020

**A RESOLUTION APPOINTING MARC LALLANILLA, ANDREW MURPHY,
AND ROBERT SANCHEZ TO THE CONSERVATION ADVISORY COUNCIL
FOR TWO YEAR TERMS**

WHEREAS, the City Council of the City of Newburgh adopted Local Law No. 1-2013 of August 19, 2013 which added new Chapter 159 of the City Code of Ordinances entitled “Conservation Advisory Council”; and

WHEREAS, Chapter 159 provides for a seven-member Conservation Advisory Council, the members of which are appointed for terms of two years; and

WHEREAS, the two-year terms of 3 members expired on November 30, 2019 and those members have declined re-appointment; and

WHEREAS, Marc Lallanilla, Andrew Murphy and Robert Sanchez have submitted letters of interest to serve as Members of the Conservation Advisory Council to fill terms which expire on November 30, 2021; the same being in the best interests of the City of Newburgh;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that Marc Lallanilla, Andrew Murphy and Robert Sanchez are hereby appointed to the Conservation Advisory Council for a two (2) year terms commencing immediately 1, 2017 and ending on November 30, 2021.

Marc Lallanilla

17 Liberty St. W.H., Newburgh, NY 12550
917-655-1936
lallanilla@gmail.com

Employment

Science/Health Editor and Writer; 2000 to Present; Freelance

- Writing and reporting on topics including science, business, health, environmental affairs and other issues for medical and science professionals and the public
- Clients have included the Los Angeles Times, Johns Hopkins Medicine, TheWeek.com, NYU Langone Medical Center, Memorial Sloan-Kettering Cancer Center, A+E Networks, Remedy Health Media, WhatToExpect.com, Weill Cornell Medicine and other print and online publications
- Analyzing and implementing SEO strategies for Google and other search engine placement

Everyday Health, New York City; 2014 to 2016; Managing Editor

- Directing the publication of web- and mobile-optimized news, features, pharmaceutical reference guides and other health and medical content
- Top editing all content to ensure medically accurate, engaging copy is published
- Managing a highly productive team of writers, editors and MD medical reviewers to create search-optimized, compelling health, wellness and drug content
- Developing and implementing strategies to extend the reach of multimedia content through visitor subscriptions, social media, organic search traffic and partnerships with other media outlets
- Directing the schedule and workflow of offshore production staff located in Mumbai, India

LiveScience.com, New York City; 2012 to 2014; Science Editor

- Editing and producing health, science, environment and technology articles to help grow the site's audience by almost 1 million additional viewers each month
- Managing the budgets and schedules of a team of freelance writers
- Creating original content for a consumer audience, including articles, photo galleries and video for syndication to NBC News, Washington Post, Fox News, Yahoo News, CS Monitor, other outlets
- Speaking during live, on-air interviews with CNN, CTV Canada and other sources

About.com, New York City; 2006 to 2008; Health Editor

- Managing and editing the work of more than 30 writers, including MDs and DMDs, contributing editorial, video and other content
- Analyzing site metrics and implementing SEO strategies to increase page views and unique visits
- Coordinating with MD reviewers to ensure all content is medically accurate and up-to-date
- Creating and updating the site's style manual to maintain editorial policies across all verticals

ABC News (ABCNews.com), New York City; 2003 to 2006; Producer, Health

- Writing and publishing articles and breaking news updates on health, wellness, pharmaceuticals, the environment, business and other topics for posting on a leading U.S. news website
- Producing stories with graphics, slideshows, video and other multimedia in a deadline-driven environment for online publishing using HTML and in-house content management systems (CMS)
- Promoting stories with live interviews on ABC News Radio and ABC News Now digital network
- Managing freelance writers and editing contributors' submissions

Teleflora, Los Angeles; 2001 to 2003; Asst. Editor

- Editing a 100+ page monthly design trade magazine for a B2B audience
- Creating special sections highlighting industry news, education, design and business management
- Managing freelancers, assigning and editing freelance articles

Ware & Malcolm Architects, Los Angeles; 1997 to 1999; Project Manager

- Managing design projects with budgets up to \$500k
- Marketing architecture and design services to develop up to \$1 million in new business annually

Unocal 76, Los Angeles; 1990 to 1996; Environmental Project Manager

- Creating attorney-reviewed corporate communications for environmental and public affairs
- Researching and writing legislative briefs and position papers for state and federal lobbying efforts
- Writing a 65-page illustrated environmental compliance manual for over 1,000 multi-lingual users

Environmental Science Associates, San Francisco; 1988 to 1990; Project Manager

- Managing the production of environmental impact statements and other documents
- Conducting field assessments of wildlife, hydrology, plant life and other environmental resources
- Leading teams of biologists, botanists, traffic engineers and other experts

Academics

New York University

- Science, Health and Environmental Reporting Program (SHERP)
- Master's Degree Candidate

The University of California, Berkeley

- Master's Degree, Environmental Design
- Beatrix Farrand Scholarship award winner

The University of Texas at Austin

- Bachelors of Arts
- Geography, Environmental Sciences

Skills

- AP and AMA style editing
- HTML, Content Management Systems (CMS), MS Office, Photoshop, Quark
- SEO and SERP analyses using SEMrush, Google Search Console and other tools
- Published author: Frommer's *New York State* and Frommer's *500 Adrenaline Adventures*

From: [Andrew Murphy](#)
To: [Diaz, Eliana](#)
Subject: Conservation Advisory Council
Date: Monday, January 06, 2020 10:34:13 AM
Attachments: [Letter of Interest.docx](#)
[Andrew Murphy Resume.docx](#)

Dear Eliana Diaz,

Good morning, please find my letter of interest and resume for the conservation advisory council. I am very interested to volunteer for this position on the board, I have never been on a civic board but as I live and work here this position feels well suited.

Best,
Andrew Murphy

Letter of Interest
Newburgh Conservation Council
1/6/20

Dear Eliana Diaz,

My name is Andrew Murphy and live at 268 Liberty Street, and my cabinet shop is at 12 South Lander. I am writing to express my interest in joining the Newburgh Conservation Council. I am also renovating my house at 47 South Miller St. As a non native New Yorker, Newburgh has become my adopted home, and am very struck by the beauty that surrounds it, and am very aware of the need to be an outspoken member of the community when it comes to our natural resources. We have beautiful parks which serve the entire community, an incredible well trafficked waterfront, and views that inspire and remind me that I am in Newburgh every time I return home. Every spring I walk with Clean Up Newburgh; and go by my shop, my apartment, and my house. And see the need for an advocate for bringing greenery and preserving our natural resources. And as a major transportation hub in New York, with the airport, thruway, the oil refineries, and the railroad. Sometimes we forget the balance and frankly some of the things that threat these vital resources. And looking forward I will be an outspoken advocate for the city of Newburgh and its people when it comes to looking forward to issues like the Danskammer power plant and any effects it would have on the people of Newburgh. We live in a beautiful city that often gets mistreated and see it every day, mostly I would like to get involved and help any way I can. An environment that is cared for reflects so positively on the people and any steps of environmental stewardship, such as planting trees, is a positive force in a city that I both live and work in that I would like to volunteer.

Best,

Andrew Murphy

Andrew Murphy

murphy2028@gmail.com

952-237-0563

Current Work and Education

Rustpoint Advisory Providence, RI

(Fall 2014-Current)

- Consultant for the Thornwillow Development Master Plan.
- Constructed financial feasibility and strategy for the repositioning of the Gold Seal Winery.
- Created programming with lease structures, and budgeted 150,000 square feet of adaptive reuse commercial space in an economically depressed downtown.
- Created ten-year horizon financial models for analysis in both acquisitions and management, with an emphasis on equity return for clients.
- Worked directly with state and federal authorities on tax credit financing, as well as local incentives for commercial growth incentives.
- Senior Project manager of the Gold Seal development team.

Education

New York University. New York, NY

GPA 3.91

(Fall 2010-Spring 2013)

- M.S. in Real Estate Development.
- Concentration in Sustainable Development

The University of Vermont. Burlington, VT. **GPA 3.85**

(Fall 2004-Spring 2008)

- Liberal arts degree with a major in history and a minor in classics.
- Honors: Dean's List.

Experience

Scout and Gather LLC New York, NY

(Spring 2010-Fall 2014)

- Founding partner of an architectural salvage and design build workshop.
- In charge of accounts, design, marketing, growth strategy, and consulting.
- Project manager for all residential and commercial projects.
- Created and distributed quarterly newsletters, marketing materials, and social media presence.
- Worked with architects, contractors, interior designers, and home owners from initial design through final installation.

Vanguardia Partners. New York, NY

(October 2012-May 2013)

- Junior analyst focusing on residential real estate investments.
- Transaction analysis and due diligence for several properties.
- Contract review and underwriting

Telsey Advisory Group. New York, NY

(December 2009-May 2010)

- Intern as an equity analyst focusing on the research of consumer companies.
- Responsibilities included company due diligence, as well as constructing financial models and metrics for the sales team.

Jablonski Building Conservation. New York, NY

(October 2008-May 2009)

- Field Conservator for civic and commercial projects including the MTA and the US Senate.
- Worked as a mediator between civic entities and architects to establish appropriate treatments and approaches to historically sensitive buildings.
- Responsibilities included reporting to the Landmarks Preservation Commission for proposed work on historic buildings.
- Construction supervisor for work being done on landmarked buildings.

Additional Experience and Skills

Computer Experience: Completed graphic design course focusing on Adobe Illustrator and Photoshop at the Minneapolis College of Art and Design (2008). Experienced in PowerPoint, Microsoft Excel (proficient in financial modeling), Sketch Up and some experience with ARGUS and HTML.

Apprentice Carpenter: Choice Wood Company. Minneapolis, Minnesota: 2005-2006

Middle East Technical University: Created a design and rehabilitation proposal for adapting a historically significant damaged building in Sürmene, Turkey to become an olive oil production facility. Plan included full architectural drawing and illustrated strategy: 2007

142 Ontario Street Providence, RI 02907

December 17, 2020

Mr. Joseph P. Donat
City Manager
City of Newburgh
83 Broadway
Newburgh, NY 12550

Dear Mr. Donat,

Thank you for taking the time from your busy schedule to read my request to serve on the City of Newburgh, Conservation Advisory Council (CAC). I am interested in trying to improve the health of our environment, and thereby our fellow city residents. Former Council member and current CAC member Genie Abrams recommended that I serve the City in this way

As a relatively new resident of the City of Newburgh (one year December 2019), I have been actively contemplating how I might best serve my newly adopted city. I've kept a close ear to the ground learning about the perplexities, Newburgh continues to experience as a progressive, redeveloping City. The challenges of an up and coming city are many but the accomplishments achieved during these times are all the more rewarding. I'm one of those who believe the City of Newburgh will positively thrive once again.

With over forty years of Sales and Marketing experience, primarily in media sales including, magazine, newspaper and radio, and selling millions of dollars of ad space and air time, I have learned to closely listen to clients express their concerns on a variety of issues but more importantly, I've learned to carefully listen for the rewarding/positive remarks made about our relationship. I better understood our difference and more importantly how best to build upon our similarities. The last ten years of my career were spent with Con Ed Solutions, a subsidiary of Consolidated Edison of New York (and the metropolitan area), selling and marketing their new Green Energy Division. This was a thoroughly rewarding experience, educating both businesses and individuals on the win/win benefits of switching from fossil fuels to green energy. It was a comprehensive and challenging experience but exceptionally gratifying when one more business or one more person joined the green energy solution.

I would like to continue my Green Energy contribution with the Conservation Advisory Council and assist the City of Newburgh in becoming a Tree Loving, Tree Hugging, Healthy City.

Thank you for your active consideration.

I remain sincerely,

Robert Sanchez
rjsan222@gmail.com
914.772.2370