

A regular meeting of the City Council of the City of Newburgh was held on Monday, January 8, 2024 at 7:00 PM in the third floor Council Chambers at City Hall, 83 Broadway, Newburgh, NY.

Moment of Silence / Momento de Silencio

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

He asked for prayers during the moment of Silence for Councilmember Shakur who lost his niece and the two families that lost their children this week.

Pledge of Allegiance / Juramento a la Alianza

Roll Call / Lista de Asistencia

Present: Mayor Harvey, presiding; Councilmember Martinez, Councilmember McLymore, Councilmember Monteverde, Councilmember Shakur, Councilmember Sklarz, Councilmember Sofokles-7

COMMUNICATIONS

Approval of the minutes from the City Council meeting of December 18, 2023 / Aprobacion del Acta de la Reunion General del Consejo del 18 de diciembre de 2023

Councilmember Shakur moved and Councilmember Sofokles seconded.

**Ayes - Martinez, McLymore, Monteverde, Shakur, Sklarz Sofokles, Harvey -7
CARRIED**

PRESENTATIONS

Swearing-in Ceremony for Mayor Torrance Harvey, Councilmember At-large Omari Shakur, and Councilmember At-large Robert D. McLymore, Sr.

Swearing-in Ceremony for Mayor Torrance Harvey, Councilmember At-large Omari Shakur:

City Manager Update



City Manager's Update

Newburgh City Council Meeting

Monday, January 8, 2024



NEWBURGH CITY COUNCIL ADOPTED FY2024 BUDGET

Now Available Online



CITY OF NEWBURGH

Office of the City Manager
83 Broadway, Newburgh, New York 12550
(845) 569-7301 • www.cityofnewburgh-ny.gov

*** PRESS RELEASE ***

FOR IMMEDIATE RELEASE
January 2, 2024
Contact: Mike Nagel, Chief of Staff
Phone: (845) 569-7301

NEWBURGH CITY COUNCIL LAUNCHES FY2024 DIGITAL BUDGET BOOK AND FISCAL TRANSPARENCY CENTER

CITY OF NEWBURGH (NY) – The City of Newburgh today published its FY2024 City Budget as a web-based, mobile-friendly Digital Budget Book and online Fiscal Transparency Center powered by ClearGov, a leading provider of budget cycle management software for local governments.

"Healthy democracies are rooted in openness and inclusion, and we are excited to provide our residents with the information they need to more fully participate in the community conversation," said City Manager Todd Veenning. "The City of Newburgh's story is one of community power and resiliency, and the Digital Budget Book invites the world to read along as we chart our progress."

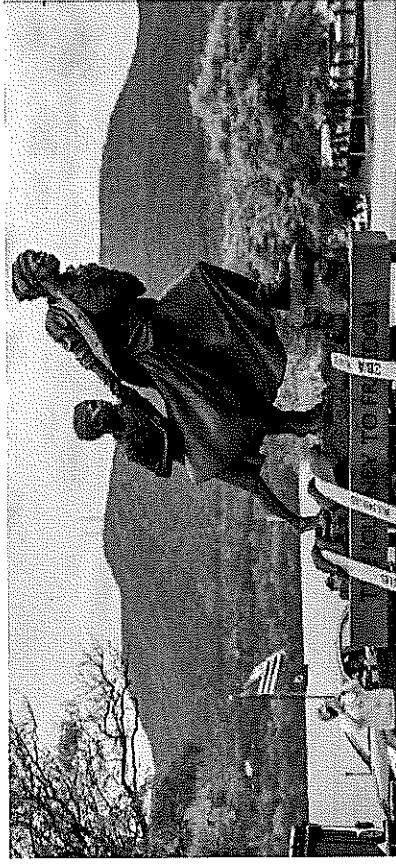
The City of Newburgh's Digital Budget Book presents the annual budget online, in an intuitive format with interactive graphs and tables designed to make complex financial data easy to understand. The Digital Budget Book is mobile-friendly and ADA-optimized for assistive technologies. The Digital Budget Book is also available in a searchable PDF format with a linked table of contents.

The City's Fiscal Transparency Center empowers citizens to see precisely how funds are generated and allocated, and better understand how the annual budget impacts the community programs and services they care about most. Visitors to the Fiscal Transparency Center can easily drill down to the line-item level, view comparative analyses of similar cities, and subscribe to certain pages to receive automatic email updates as new information becomes available.



City of Newburgh

City of Newburgh 2024 Budget



Council Adopted Version - 11/27/2023

Visit on the City's website - <https://www.cityofnewburgh-ny.gov/184/Citys-Annual-Budget>



COMBINED SEWER CONTROL FACILITY

Completed Plans & Specifications

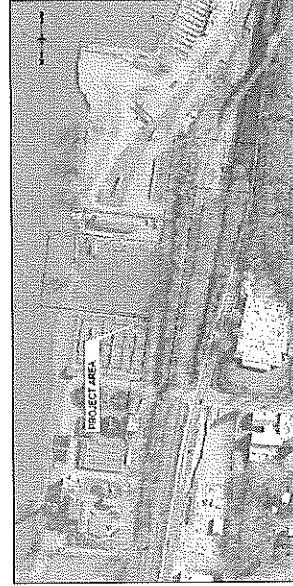
CITY OF NEWBURGH
ORANGE COUNTY, NEW YORK

COMBINED SEWER CONTROL FACILITY PROJECT

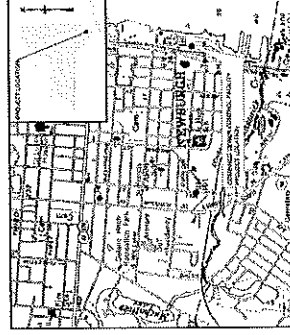
CW SRF PROJECT NO. C3-7332-11-03
BID NO. XX.22

CONTRACT 1G - GENERAL CONSTRUCTION
CONTRACT 1E - ELECTRICAL CONSTRUCTION
CONTRACT 1P - PLUMBING CONSTRUCTION
CONTRACT 1H - HVAC CONSTRUCTION

DECEMBER 2023



PROJECT LOCATION
NOT TO SCALE



VICINITY MAP
NOT TO SCALE

REGULATORY REVIEW SET
NOT FOR CONSTRUCTION

LEGAL ENTITY: ARCADIS OF NEW YORK, INC.



APPROVED FOR
ARCADIS OF NEW YORK, INC.



NOTES:
1. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE NEW YORK STATE ENGINEERING DEPARTMENT'S SPECIFICATIONS FOR HIGHWAY AND BRIDGE CONSTRUCTION, AND THE NEW YORK STATE ENGINEERING DEPARTMENT'S SPECIFICATIONS FOR WATER SUPPLY AND SEWERAGE CONSTRUCTION.

2. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE NEW YORK STATE ENGINEERING DEPARTMENT'S SPECIFICATIONS FOR HIGHWAY AND BRIDGE CONSTRUCTION, AND THE NEW YORK STATE ENGINEERING DEPARTMENT'S SPECIFICATIONS FOR WATER SUPPLY AND SEWERAGE CONSTRUCTION.



COMBINED SEWER CONTROL FACILITY

City of Newburgh Awarded \$8.9M WIIA Grant



**Environmental
Facilities Corporation**

KATHY HOCHUL
Governor

MAUREEN A. COLEMAN
President and CEO

December 12, 2023

The Honorable Torrance Harvey
Mayor
City of Newburgh
City Hall, 83 Broadway
Newburgh, NY 12550

RE: Clean Water State Revolving Fund (CWSRF) Project No. C3-7332-11-03
Combined Sewer Control Facility

Dear Mayor Harvey:

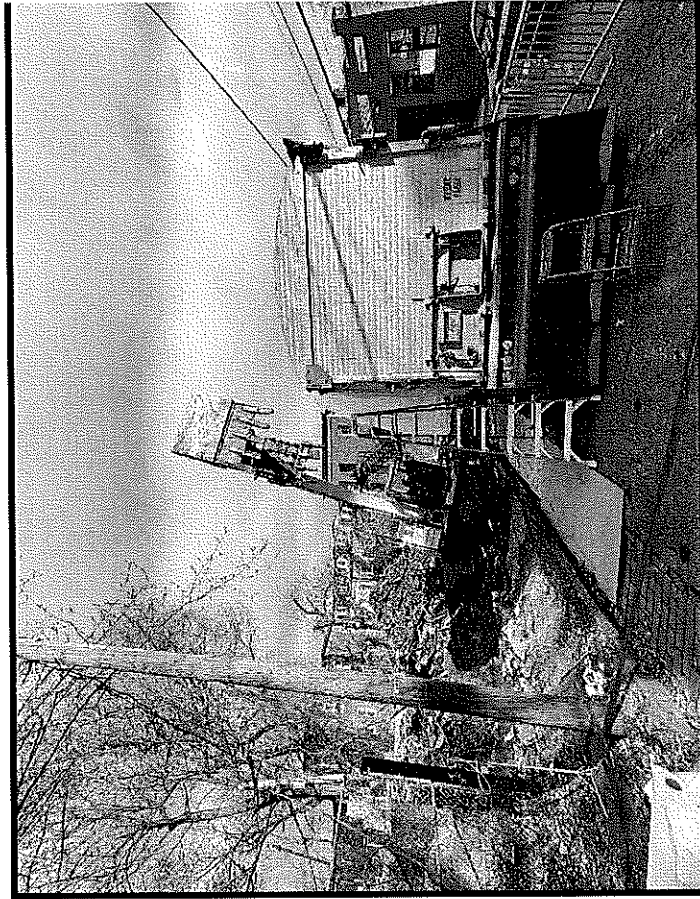
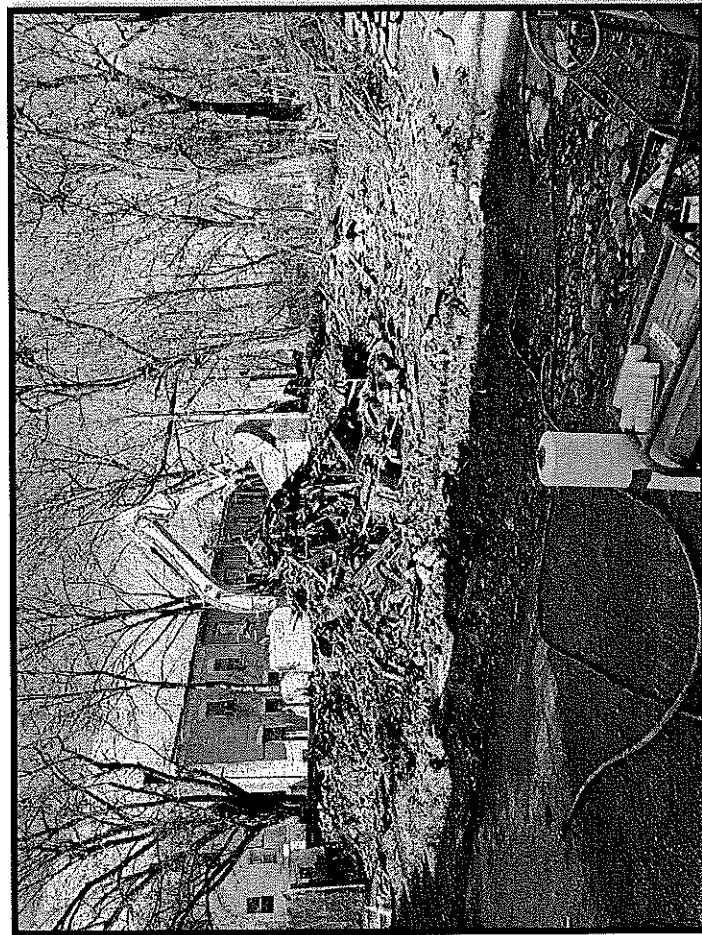
On behalf of Governor Kathy Hochul, I am pleased to inform you that your community has been awarded a NYS Water Infrastructure Improvement Act (WIIA) grant for the above referenced project.

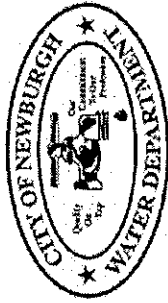
Your WIIA grant has been awarded in an amount not to exceed \$8,882,994, based on information provided in your application, including total estimated eligible project costs. The Environmental Facilities Corporation (EFC) will determine the actual amount of your grant when the project is complete and final project costs have been confirmed. Your grant may be reduced if total project costs are less than anticipated or if your project receives grant from another source.



EMERGENCY DEMOLITION OF 10 & 12 VAN NESS STREET

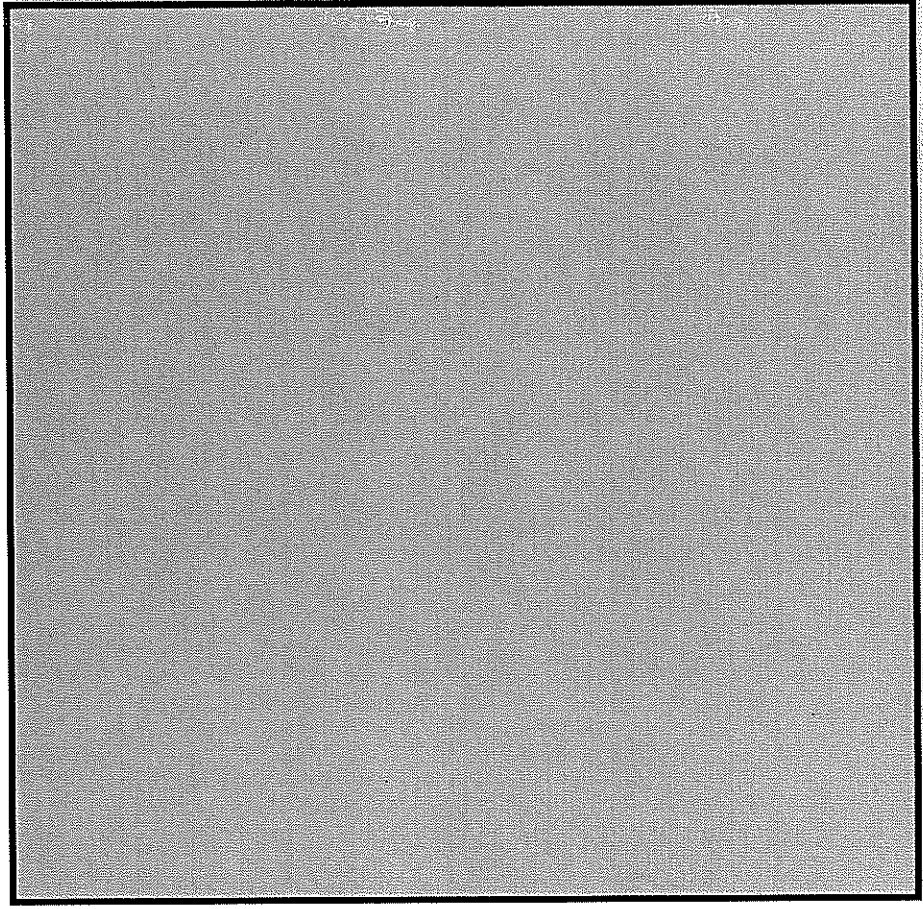
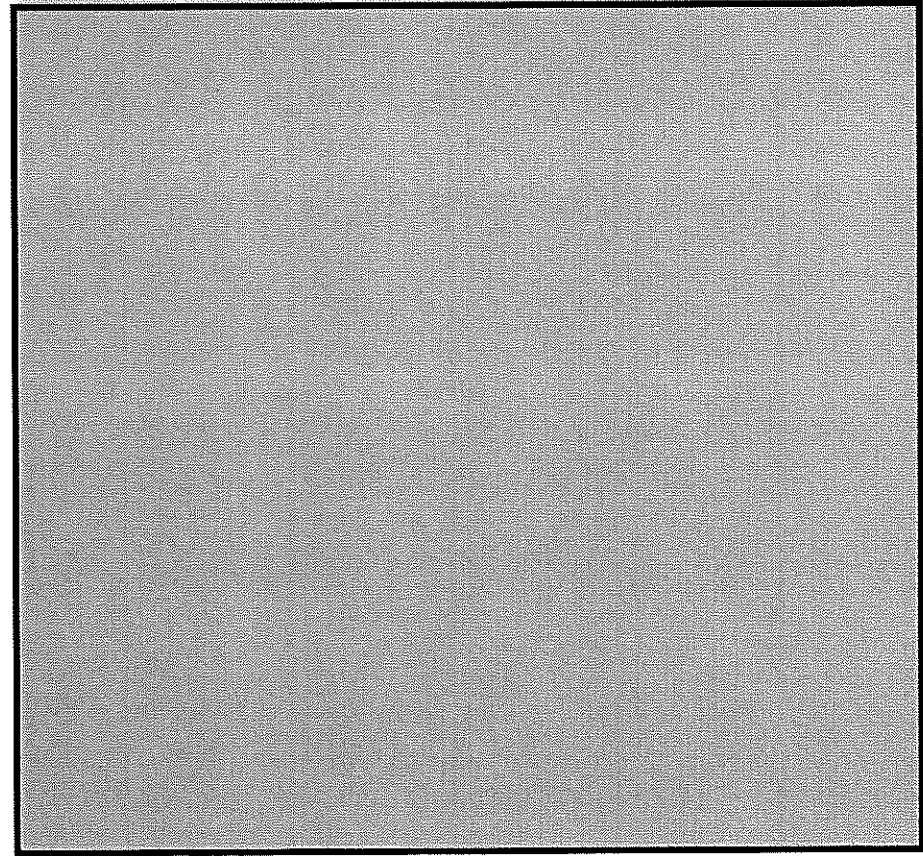
Demolition Update





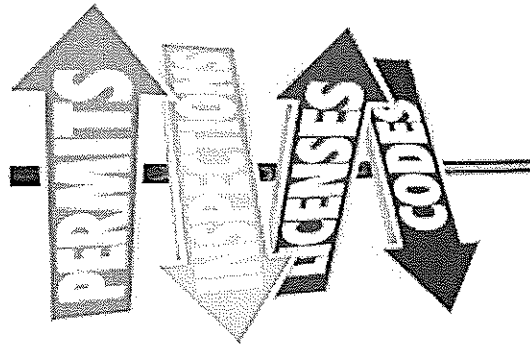
WATER DEPARTMENT UPDATE

Water Valve Failure – Intersection of Liberty & Washington Streets



CODE COMPLIANCE UPDATE

Month of December 2023



722

148

243

352

7

0

- Construction Permits Issued
- NOV Broadway Corridor
- Inspections Completed
- Notice of Violation Written (NOV)
- Sent to Court
- Complaints Closed

RECREATION DEPARTMENT UPDATES

City of Newburgh
Recreation
After-School
Program

Mondays, Tuesdays, &
Wednesdays

Jan.	Feb.	March
29, 30, 31	6, 7	4, 5, 6
	12, 13	18, 19, 20
	26, 27, 28	
April	May	
3	1	
8, 9	6, 7, 8	
15, 16, 17	13, 14, 15	
22, 23, 24		
29, 30		

In person registration will
be Sunday, January 28 at
the Activity Center from
12:00PM - 4:00PM

3:30PM - 6:00PM

Limited spots available!
Registration is required!

Homework help, board games and a
choice of an elective as well!

Snack will be provided!

Ages
11 - 15

Location: 401 Washington Street Newburgh, N.Y. 12550

For more information or questions about the program, please contact:
Goldie Mercado gmercado@cityofnewburgh-ny.gov 845-568-7379

The City of Newburgh's
Afterschool Program
begins on January 24th

Programming will be held
Mon, Tues, Wed
afternoons, 3:30p – 6:00p

REGISTER ONLINE - <https://cityofnewburgh.recdesk.com/Community/Program>

RECREATION DEPARTMENT UPDATES



**CITY OF NEWBURGH
RECREATION DEPARTMENT**

GAMING NIGHTS

Friday Night Fun!

JANUARY 19, 2024
FEBRUARY 16, 2024
MARCH 15, 2024
APRIL 19, 2024
MAY 17, 2024

6:00PM - 8:00PM

Ages 11-14: 4:30PM - 6:00PM

Per Session:

Ages 15-17: 6:30PM - 8:00PM

**401 Washington Street,
Newburgh, N.Y. 12550**

1 hour and 30 minute sessions of video games on gaming laptops! Limited registration available!

Register in person at 401 Washington Street or at: cityofnewburgh-recdesk.com

For more information, contact Goldie Mercado at: cityofnewburgh-ny.gov

845-569-7379

gmercado@cityofnewburgh-ny.gov




**DEPARTAMENTO DE LA CIUDAD
RECREACIÓN DE LA CIUDAD
DE NEWBURGH**

GAMING NIGHTS

Diversión del viernes por la noche

ENERO 19, 2024
FEBRERO 16, 2024
MARZO 15, 2024
ABRIL 19, 2024
MAYO 17, 2024

6:00PM - 8:00PM

Edades de 11-14: 4:30PM - 6:00PM

Edades de 15-17: 6:30PM - 8:00PM

**401 Washington Street,
Newburgh, N.Y. 12550**

Sesiones de 1 hora y 30 minutos de videojuegos en portátiles disponibles!

Inscripciones limitadas disponibles!

regístrate persona en a: cityofnewburgh-recdesk.com

Street o a: cityofnewburgh-ny.gov

845-569-7379

gmercado@cityofnewburgh-ny.gov

REGISTER ONLINE - <https://cityofnewburgh-recdesk.com/Community/Program>

RECREATION DEPARTMENT UPDATES

New Year's Hoop Basketball Program

6 Week Program
 Jan. 9th 2024 -
 Feb. 15th 2024*
*Dates are subject to change

Tuesday and Thursday Nights

Kindergarten - 2nd Grade:
 6:00PM - 7:00PM
3rd - 5th Grade:
 7:00PM - 8:00PM

Where: South Middle School
 33-63 Monument Street, Newburgh, NY 12550

Resident: \$50
Non-Resident: \$60

**Register at Newburgh Activity Center,
 401 Washington Street or online at
<https://cityofnewburgh.recdesk.com/>**

For more info:
 Michael Tetrault
 845-569-7374
mtetrault@cityofnewburgh-ny.gov



Año Nuevo Programa de Baloncesto Juvenil

Programa de 6 Semanas
 Jan. 9th 2024 -
 Feb. 15th 2024*
*Las fechas están sujetas a cambios

Martes y Jueves por la noche

Jardín de infantes - 2 grado:
 6:00PM - 7:00PM
3 - 5 Grado:
 7:00PM - 8:00PM

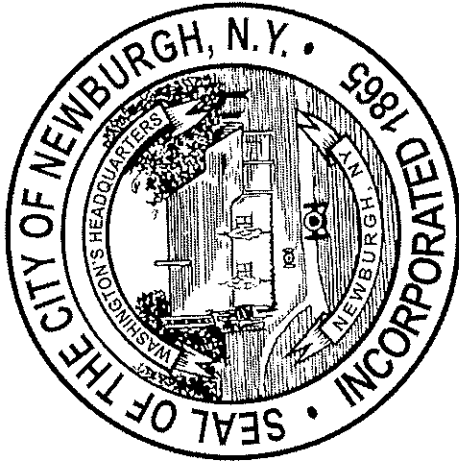
Donde: South Middle School
 33-63 Monument Street, Newburgh, NY 12550

Residentes: \$50
No Residentes: \$60

**Regístrese en Newburgh Activity Center,
 401 Washington Street o en línea en
<https://cityofnewburgh.recdesk.com/>**

Para más información:
 Michael Tetrault
 845-569-7374
mtetrault@cityofnewburgh-ny.gov

REGISTER ONLINE - <https://cityofnewburgh.recdesk.com/Community/Program>



BOARD & COMMISSION VACANCIES REMINDER

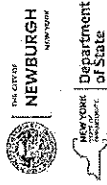
- BOARD OF ASSESSMENT REVIEW
- BOARD OF ELECTRICAL EXAMINERS
- CONSERVATION ADVISORY COUNCIL
- DISTRICTING COMMISSION
- POLICE COMMUNITY & RELATIONS
REVIEW BOARD
- TRANSPORTATION ADVISORY COMMITTEE

- APPLY ONLINE ON THE CITY WEBSITE
- SEND COMPLETED APPLICATION VIA EMAIL:
BOARDS@CITYOFNEWBURGH-NY.GOV
- MAIL OR HAND-DELIVER APPLICATION:
CITY HALL – 83 BROADWAY

Residency requirements may apply

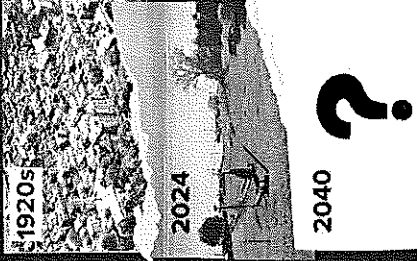
COMMUNITY OUTREACH DAY FOR NEWBURGH HILLSIDE REDEVELOPMENT & PLANNING STUDY

Hillside Brownfield Opportunity Area
(BOA) Planning Study



Community Outreach Day

Share your vision for
the Hillside and
Lower Broadway
Area!



Saturday,
January 13,
2024

Learn
more at



<https://www.newburghboa.com/>

Five locations
Drop by anytime

Newburgh
Armory Unity Center (Spanish
language interpreters will be
available)
10:00 AM – 12:00 PM

Newburgh Farmers Market
10:00 AM to 12:00 PM

Newburgh Free Library
1:00 pm – 2:30 pm

Blacc Vanilla Café
1:15 PM to 2:15 PM

Safe Harbors Lobby at the Ritz
3:00 pm – 4:30 pm

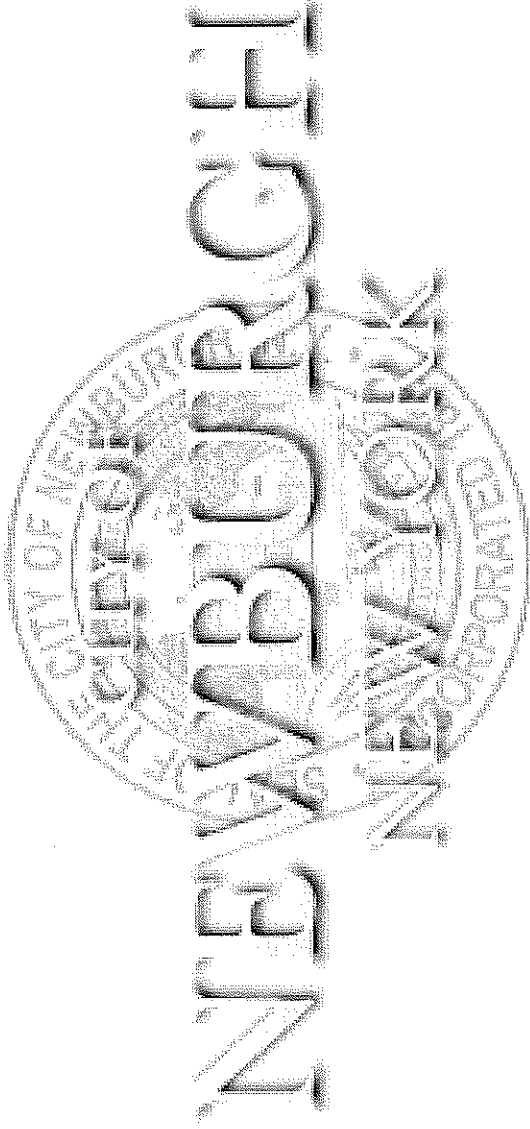
Prepared with funding from New York State Department of State

The schedule of events for the community outreach day is as follows:

- 10:00AM to 12:00PM – NAUC, 321 S. William Street
- 10:00AM to 12:00PM – Newburgh Farmers Market, 107 Broadway
- 1:00PM to 2:30PM – Newburgh Free Library, 124 Grand Street
- 1:15PM to 2:15PM – Blacc Vanilla Café, 197 South Street
- 3:00PM to 4:30PM – Safe Harbors Lobby at the Ritz, 107 Broadway

January 13th is Community Outreach Day!





CONTACT US

Members of the news media are asked to direct all press inquiries to:

press@cityofnewburgh-ny.gov

Public Hearing - Local Law Enacting Chapter 240, Rental Properties, Articles I and II

Mayor Harvey called for a Public Hearing that was advertised for this meeting to hear public comment concerning a Local Law Amending Chapter 240 Entitled "Rental Properties" of the Code of Ordinances of the City of Newburgh to add Article I, Rental Licenses, and Article II, Tenant responsibility for maintenance.

Mayor Harvey asked Corporation Counsel for some clarity before opening the Public Hearing, so the Public knows exactly what the meeting is for and what the "Local Law" that is going to be decided on, is for.

Michelle Kelson explained that the City of Newburgh already has Chapter 240 rental properties, Article I and II already in the City Code. It was originally Adopted as Ordinances in 2013 with Subsequent amendments that are listed in the Code. In the last legislative session, that the legislator adopted, and governor signed an active state legislator that amended the NYS Real Properties Actions and proceedings law to add new subsection which will require a petition seeking an eviction from a rental property certification, that if the property is subject to a rental licensing requirement adopted by "Local law" it has to plead affirmatively in that petition in order to gain jurisdiction of the court. The "Local Law" we are proposing to do, is to act on the rental property registration as a "Local Law" without changing existing requirements. At the time the "Local Law" is scheduled for the council to consider for adoption and there will be a correspondence ordinance repealing the existing ordinance and then you will adopt a "Local Law" and reenact the same provisions. As part of the adoption process, Public Hearing is required again and there are no changes in regulations, just the format. By which regulations are adopted in order to give effect to new provisions of state law.

Mayor Harvey stated he wanted to clarify that with the new State Legislation dealings with rental properties and this Public Hearing and what we are intending to do to clean up this City ordinance. We are making sure before an eviction and adjudication, that those rental properties are registered with the City.

Michelle Kelson stated there is already a requirement in the city that if you have 2 units or more you must register. The regulations provide for certain incentives and certain fee exemptions for smaller property owners, owner occupied 1 and 2 and compliant landlord standard if you meet the City standard you can get a rental license for 2 years. Those regulations already exist. The state now requires if you are a property owner seeking court action to evict someone you must provide a rental registry License. Before the court hears your petition, The City Council is not stepping into the petition for eviction that solely remains in jurisdiction of City court. All the "Local Law" is doing is reenacting the existing regulations in a different format, instead of ordinance it will be a "Local Law".

Councilman Shakur asked what happens if a landlord does not have a rental license?

Michelle Kelson responded that if a landlord is required to have a Rental License, they will have to get their rental license regardless of any further action they want to take. The real property actions and procedures state law requires the minimum requirements that you need to put in a petition in order to get your eviction heard in court. State Law goes into

effect in February, about 60 days then it will be signed by the governor. Landlords have time to get there properties up to code, apply and receive their rental license. We are not changing those standards. We are not stating if the petition for eviction is valid or not, it is up to the court to decide.

Councilmember Shakur asked what happens if the landlord was guilty of that before and evicted someone?

Michelle Kelson responded that the new provision of the real property action and proceeding law takes effect 60 days after October 25, 2023, which is going to essentially be around February 25.

Councilmember Shakur asked, if someone was evicted after October 23, what happens?

Michelle Kelson stated she is not there to give advice to who is getting evicted and who is not, and it is not retroactive.

Anthony Grice, Resident stated, that he supports this legislation because that means landlords must be a part of the rental property registry and the Codes Department can make sure they meet the bare minimum living conditions. He said we all know some of these buildings are not up to the Code. Grice also wants the community to know that they should not self-evict themselves, they should go through the court process.

No Further Comments:

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

Ray Harvey resident, congratulated everyone that got elected to the City Council. Harvey stated that the real work starts this Saturday with the five locations that the City Manager talked about. He does not want people to say that they did not know where it is going to be taking place because it is posted everywhere. Harvey stated that he wants everyone to show up this weekend so you can have an input on how you think that land should be developed.

Vanessa Resident City of Newburgh stated that she has been living in the City of Newburgh for 3 years, before that she was living in NYC for 16 years. She said she is a descendant native of the people to the land on mothers' side and native to the waters on her father's side. Vanessa is the Associate director for the CUNY Academy for Community Behavioral Health. She is here in support of the resolution to designate Crystal Lake as a public park. She feels that the area around Crystal Lake is beautiful. Vanessa said that she lives near Downing Park and from her experience people that look like her have not been welcoming. She would like to ask the Council to adopt a "Cease Fire" resolution for protection for all of us and protection of justice.

Anthony Grice congratulated everyone that got elected. He stated this work is complex and the decisions are sometimes hard but here is there to give advice if needed. He describes that his good brother Mr. Harvey, spoke about the work session going on Saturday and he would like everyone's input regarding what should be done with the land. Grice said he looked at the rough draft resolution on the "Cease Fire" and he didn't see any indication of any antisemitic, it was clear cut. He would like the City Council to consider Adopting the resolution. Although he understands that this is an international issue, he feels all politics are local.

Jesse 2 Washington Place stated that the Hill Side Project is going to affect him significantly although he is extremely interested in what is going to happen. He is in support of Crystal Lake because he feels it is important to maintain green space.

Andre Niles Liberty Street stated he knows there are a lot of events happening this weekend, but there is another event on January 13, 2024, at 11:00 am at the recreation center. There will be a Tenant and landlord relations meeting and feels it's important for people to come out.

Anusha Mahar second Ward, Congratulated the new elected officials. Mahar stated that she is there on behalf of" Newburgh wants a Park Campaign" and on Thursday the Newburgh Park Coalition presented to the City Council results to share of an 8-month survey outreach and research campaign to guard public input on the 109 acres of green space surrounding Crystal Lake. She said they built a coalition 29 Local and regional community base organizations as partners through which they directly engage 2300 Newburgh household's direct mailer within 15 minutes of walking distance of Crystal Lake. Mahar said that they received feedback from 282 people from the 12550-zip code. She also knows that the city has surveyed the boundaries of the land and would like a meeting to discuss it further. She is also in support of the immediate "Cease Fire" resolution and would like City Council to put pressure on Pat Ryan.

Julia Raskin, resident and Senior project manager of Scenic Hudson stated that they partnered with the City of Newburgh on many projects to benefit the city environment and its residents and worked with the city on the initial cleanup of Crystal Lake. They value the participation of the Quassaick Creek Greenway Committee, working in partnership, and hope to create special places along the creek so Newburgh residents can enjoy nature close to home. We fully support the designation of Crystal Lake as a Park. She feels that conserving land at this scale in urban areas is very rare as Anusha mentioned. In permanently protecting over one hundred acres the city has the opportunity to lead in the time of dual climate. Raskin stated that Crystal Lake is a special place and is looking forward to working with the city on other Projects.

Daniel Altona resides in Poughkeepsie and works at 172 First Street; He congratulated the newly elected official Councilmember Melmore and the reelected officials. He thanked the mayor and last year's council members for the unanimous vote to opt in to ETPA Rent stabilization for City of Newburgh buildings with six or more units built before 1974 you have legal rights as a rent stabilized tenant. Altona said that there is a list on the city website where you can see the report. Those tenants are protected from rent increases and eviction until the rent guidelines board is appointed has hearings and votes. He also wants to encourage the Council, Mayor and Public to attend soon to be scheduled Rent guidelines

Board Hearings. Altona said Last year Kingston passed a rent freeze for ETPA Apartments and feels that Newburgh should do the same. He said there is going to be a rally co -hosted by" Mid-Hudson Valley DSA" and "FOR THE MANY" to celebrate the passage of Newburgh ETPA and launch the statewide housing for justice for all platform on January 17, 2024, at 5:30 pm corner of Broadway and Liberty Street. He is also asking for a"Cease Fire" resolution and for the City Council to speak with Pat Ryan.

Gabrielle Hill, resident stated that she wanted to Congratulate the mothers of the newly elected for raising such good men. She wanted the community to know that on January 15, 2024 at Baptist Temple Church they will be celebrating Martin Luther King Day between 10:00 am-2:00 pm This event has always been hosted by the Black History Committee for the last 55 years. Hill wanted to offer Anthony Grice a position on the Transportation Committee now that he is free. She said that she supports that Newburgh needs a park, despite the focus being on Downing Park, Newburgh has several parks such as Audrey Carey Park, Tyrone Park and a park down by the river. She said anyone that would like to get involved, there are other parks and to the young lady that spoke about Downing Park being unwelcoming please reach out to me, she explained that there have been some challenges, but things are changing. There was an increase of 600,000 in Resolution 1-2024 and she wanted to know if it is included in our budget.

Laura Alicea, resident, stated that she was involved with NU-POET with Omari Shakur, and has been through a lot with the housing crisis and her son's incident. She asked what to do when the landlord says that they can do what they want and that they have people on the inside. My apartment is uninhabitable and has to be shut down but while my son was recovering from returning from Westchester Hospital there were several people coming in and out of my apartment. The landlord received an ERAP payment and was supposed to give her a year lease so she could go to DSS to get help. because with her payrate she could not pay him. She said she had to make a choice to feed her children or pay rent and at this moment she cannot find an apartment; they are asking three times the rent and credit. She feels like she is alone and does not know what to do. Alicea stated, The judge already made the decision to evict me.

Mayor Harvey stated he was going to break protocol because of the situation. He said he spoke to Council member Shakur and an advocate of the community about the situation. The mayor stated that once the Judge makes a ruling. The city of Newburgh cannot get involved so he told her to get an attorney.

Councilmember Shakur stated that he wanted to give some background on the situation. He said that the 5-year-old got shot and the living conditions they were living in were horrible. The landlord got his ERAP (Emergency Rental Assistance Program) money and never fixed anything, he just put a band aid on. The judge appointed to the case did not listen to her story, they just sided with the lawyer. Shakur stated every mother in Newburgh should be standing with this mother. if not, you're going to be evicted next.

Mayor Harvey stated to Laura Alicia that she can contact Hudson Valley Legal Services for help.

Laura Alicia Resident stated that Hudson Valley Legal Services always sides with the Landlords.

Carol Lawrence, Foundry stated that her daughter Kathy asked her to move to Newburgh to live and it's the best decision she has ever made. She wanted to mention the land that is available for the park is already owned by the City of Newburgh and feels it's great. She invited the City Council and Mayor to come visit the sanctuary farm.

Resident, Congratulated the Mayor and City Council. He stated that he appreciates Newburgh and its Leadership. He said Mayor Harvey inspired him to draft a poem and he continued to read it. He also commented that a flourishing beautiful Israel cannot exist without free Palestine.

Carlos City of Newburgh Resident read a poem.

Marley City of Newburgh stated that he is in support of Newburgh having a park and he is an ambassador of the park and would like for the community to come together.

Jennifer resident stated she is a member of the clean water project and Community outreach with River Keeper. She is here in support of the "Newburgh wants a park" campaign designating Crystal Lake as a park. She believes whole heartily in the benefits of having a park. She remembers a kid living on Grand Street waiting for the bus in the summer to take her to the outskirts to go play. She feels that does not need to be now that we have green space. This area that we are speaking of and are advocating for was enjoyed decades ago. She feels we deserve to have full access for our future generations to enjoy. Jennifer also wanted to inform the community that Clean Water Project is hosting a film screening at the Ritz Lobby on January 18, 2024, at 6:00 pm, it is a short film "Angel of Alabama" which slightly reflects a community like our own.

Mayor Harvey stated before continuing with the meeting he wanted to acknowledge County Legislature Kevin Daryan Lujan and County Legislature Genesis Ramos.

Corey Allen Resident congratulated Councilmember McLymore, Councilmember Shakur and Mayor Harvey. Allen stated he supports the park project if black Newburgh is included. Allen said that he lives in downtown Newburgh, the forgotten Newburgh and he is going to tell the Council the same thing he told the folks from the park. If black Newburgh is included, he will support it. Allen feels that all the projects going on in Downtown Newburgh do not have people that look like him working and no offense to anyone, but black folks do not feel comfortable going in to Ward # 3. He said If you're going to build a park do it right come downtown and put some of our kids to work. Allen said on Saturday January 13th there is also going to be a NACA Workshop for people of color, it is a mortgage company. He also stated that black people have the lowest homeownership in the City of Newburgh and feels that having the Urban Renewal Meeting the same day is "wacked". Corey stated he has been in front of the Council a bunch of times to talk about the decedent list and victims and the ones that are alive right now and have not been contacted at all. He feels that the City Council should try to contact those people regarding the land that was stolen from them.

Mayor Harvey stated that the meetings happening this weekend are open to everyone. He said that he made a special request to the Planning Dept. and City Historian to get that list of all the families that were displaced on the Hill Side.

John, resident of 48 Winter Green Avenue stated that he is the Executive Director of

Quassaick Watershed Alliance. He is in support of protecting the lands on and around Crystal Lake. There is an unnamed stream that flows in to Quassaick Creek that comes into the Crystal Lake property. John said that about six or seven years ago they cleaned up around Quassaick Creek and noticed there was a lot of trash. The City of Newburgh Dept of Public works picked up about 9 tons of trash and 100 tires. He feels Crystal Lake can become a place where families can go and enjoy nature. He asked the City Council to protect the 109 acres.

Elizabeth City of Newburgh resident stated that she is here to support "Newburgh wants a Park" Campaign. She feels Newburgh is deprived of green spaces and the sad statistics from Anush earlier was very sad. She said she attended the Environmental Justice training that was hosted by Cathy and Kyle, and she learned that one of the parks in the City of Newburgh is literally a parking lot. She feels that the children in the City of Newburgh deserve better where they can play and grow. She would also like to see Crystal Lake designated as a park. Elizabeth congratulated the Council for passing the ETPA. She informed the Council that New Paltz called publicly for a long and permanent "Cease Fire" and asked the City Council to adopt a resolution to do the same and to contact Pat Ryan to call for a "Cease Fire" instead of calling his constituents violent.

Veekas Ashoka representative of Beacon Action Now, congratulated the Mayor and Council. He stated that he supports the "Newburgh wants a Park" Campaign. The reason is because we have a strong commitment to environmental justice values. He feels as the ecological and climate gets worse it's going to affect black and brown people the most. Ashoka feels that Newburgh is a disadvantaged community and deserves green space and that is why they strongly support it. He said he was shocked to learn that Ward #3 has less than 1 acre of designated park plan last summer. He also thanked Councilmember Martinez for signing the "Cease Fire" statement and thanked the Mayor Harvey for calling Pat Ryan.

Phil Howard Resident, Congratulated the Mayor and the newly elected Council Members. Howard loved the way the Mayor opened with the words "Resurrection" and "Rebirth" but he would like to add "Renaissance", because he feels that is what we are in the midst of. But he would like everyone to understand that it must be inclusive of everybody in the City of Newburgh. He likes the vision the City Manager put up on the board, but it must include reality. Howard stated that he is a property owner and resident and likes the direction the City Manager is going towards the kids, but reality is parents are struggling in the City of Newburgh and the basketball program is charging \$50.00 per child, and if a parent has four children that is a total of \$200 Per family. Youth is our future and I hope there is a waiver in place for those kids, it is very important for children to be involved in sports. The other thing he spoke about was the after-school program he feels the City of Newburgh is divided and asks the City Council to put a satellite in the heights and one on South Street. He thanked the City Council and City Manager for thinking about the kids.

County Legislator Genesis Ramos and Resident stated that she is in support of "Newburgh wants a park" Campaign. Crystal Lake is in her district and the ward she lives in. Ramos said that growing up in the City of Newburgh did not have exposure to nature until her early teens and early twenties. She remembers the first time she went hiking, it was life changing and now in her thirty's nature has become her safe place. She urges the City Council to preserve Crystal Lake as a park and to create access to more green space for our community. Ramos also urges the City Council to adopt a resolution to "Cease Fire."

She understands that as an elected official these decisions can be uncomfortable and sometimes in a predicament to make decisions that are unpopular, but she feels that great leaders make bold stances. She stated that the City of Binghamton just seized and banned a slum landlord for renting for 15 years and would like the City of Newburgh to investigate it because she would like to see some of the slum landlords In the City of Newburgh gone.

Jason Angel Philipstown, NY Resident, stated He Is the Code Director of Ecological Citizen Project and holds a license agreement where the sanctuary was built on Crystal Lake for the past couple of years. A few Newburgh residents such as Anusha Mahar, Betty Bastides, and Katie Collins have done the work of having it turned into an Urban Farm. Betty Just recently launched a youth job program at the farm to employee people. Angel knows the City Council supports designating Crystal Lake as a park but has raised some concerns about how it is going to be paid for. There are two types of recreational, there is active recreation such as baseball fields etc. things that require more maintenance cost, then there is passive recreation such as trails and preserving natural habitat that is why is lower cost in terms of maintenance. He feels the City Council should keep preserving the land. Angel stated if the Council decides to designate it as a park there are many tools to pay for it.

Eartha resident stated that she was in the court room in September when she witnessed how the lawyer and Landlord were speaking to Laura who is Isaiah's mom. She thought the judge or court officer would remove the Landlord and his lawyer, but that did not happen. Eartha said she turned over to them and said you have no right to speak to her in that way in front of her children. The judge heard what they were saying but did not say anything. Eartha said that she is a landlord and would never speak to any of her tenants in that way. She asked the City Council to investigate what is happening at the court.

Kevin Vazquez resident stated That he is a Certified arborist here advocating for Crystal Lake to be designated as a city park. Vazquez said that Newburgh has a deficit, and the deficit exists in the soil. The micro that exists in the lake is not prevalent in Newburgh. The microbes that exist at Crystal Lake help you develop a strong immune system. He feels this is what the kids need in the City of Newburgh and stated that we have nice parks but playing on asphalt does not help with the immune system. He understands that paying for it will be a great task but can forward information to the City about Grants that are available to help get it along.

Mayor Harvey asked Kevin Vaquez for his contact information.

Kathy ward #3 resident stated, she is here in support of "Newburgh Wants a Park" Campaign, and she has met several of the City Council through the years as she is a member of the Environmental Justice Program. Kathy said that she decided to change careers as a dancer to the environment. She completed her first semester of master's in environmental leadership justice and communications and had she not found Crystal Lake and the sanctuary she would not be standing in front of the City Council. She feels at peace when she goes to Crystal Lake and urges the City Council to protect the land.

Maddie Feaster Wallkill, NY, stated that she is the Habitat Restoration Project Manager for River Keeper and even though she lives in Wallkill she holds Newburgh close to her heart, and She is here in support of "Newburgh Wants a Park "Campaign, The River

Keeper mission is to protect and restore from river to sea and safeguard drinking water. She feels that accessing nature is a right and not a privilege for every individual and Newburgh deserves a park.

Orange County Legislator Kevin Daryan Lujan, Congratulated the newly elected officials and stated that he has been in government for about 6 to 7 years and known several of the City Council members way before and some had inspired him to get involved with local Government. He was inspired by some of the decisions that were made, that sometimes made some of us feel unseen, but your voice made us feel like we had a voice. I remember sitting here when the immigrants' rights were being attacked it was Councilmembers here that showed the courage and led by example. And I remember some of the people in that room wept because they felt like someone had seen and heard them. He is very much in support of designating Crystal Lake as a park and asks the City Council to support a "Cease Fire".

City of Newburgh Resident, Congratulated the Mayor and Newly elected. He feels that the City is moving in the right direction. And the youth are going to reap the benefits and rewards of what is happening. He is in support of "Newburgh Wants a Park" he loves the idea. He supports the "Cease Fire" and urges the City Council to move and call for a resolution.

Resident of Orchard Street stated that his street needs to be paved and as a Taxpayer he does not receive benefits like plowing. He thanked Councilmember Sklarz for not returning his calls and if he called he would not been at this meeting. He is tired of hearing that the developer owns the street, and that the city cannot do anything until the developer turns it over to the city. He said that he pays for water, sewer and taxes but does not get any of the services and has been a homeowner for 6 years. He stated" if you cannot return calls then this may not be the job for you."

Mayor Harvey stated that Orchard Street is owned by a private developer and Water, Sewer and sanitation are enterprise funds and when those services are provided, they must be paid. Mayor Harvey said that he spoke to George Garrison this morning and if Michelle Kelson or City Manager wanted to speak and explain they can do so. Mayor Harvey said when it's a private road the City of Newburgh has no right or permission to do anything.

Jason Morris, City Engineer stated that Orchard Street is privately owned, and it is the Developers job to finish the Project pave the roads and finish the storm water facilities and then turn it over to the city for dedication. The city cannot accept dedication until the work is completed, then the roads can be paved.

Mayor Harvey stated that it seems like the residents have a possible Lawsuit with the Developer.

Councilmember Shakur asked if the Developer had a contract with the City and for how long?

Michelle Kelson stated that the Developer did not buy the property from the City of Newburgh, they acquired it from the previous Developer. The project received land approval from the City, but we don't own it.

Resident of Orchard Street stated, "If the City does not own it then I should not have to pay you for it".

Michelle Kelson responded that there are other City services that he receives such as Police and Fire. She also informed him that there are other privately owned Streets that do not get plowed or maintained by public works.

Councilmember Shakur stated this is a problem and the city should go after the Developer.

Lillie Howard resident stated she is 83 years old and born at St Lukes Hospital. Her grandparents owned land on Smith Street years ago. And she wanted to know When is the city going to develop? She would like something to be done with that land where she was raised before she takes her last breath.

Betty Bastidas, Third St. Resident, stated She is a farmer at the Sanctuary Healing Gardens. She is here in support of the park designation. Bastidas said this past farming season they had 4 youth apprentices and this spring they are expanding the program and hiring 6 youths. They will continue to train them in leadership skills and growing food the important to engaging with our community. She feels that 2024 is the year of connection, transformation and getting this City as a world class City like the Mayor said. She is also in support of a "Cease Fire" resolution.

Tammy (Pebbles) resident stated that she has been to several events and has spoken to several groups of people regarding certain roads that need to get paved. She said from Dubois Street to First Street and all the way to Liberty Street the streets are terrible. Also, on South Miller Street Tammy said there are a lot of dips, and she does not want to drive her car on that road because she needs her car. She thanked George Garrison for the great job his team has done. Tammy asked When can those Streets get paved?

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

Councilmember Martinez congratulated the newly elected members, and she thanked former Councilmember Anthony Grice for his comment on the Rental Registry. She said this is very important because it holds property owners accountable for their buildings. Martinez is ready for the new development on the Hill Side but also wants to be respectful to the community concerns and specifically to the Urban renewal Descendants. She said that her Colleagues did a great job with the right to return policy that allows Urban Renewal Descendants priority. It really saddens her to hear the history of our residents. Martinez said Mrs. Howard mentioned earlier, her family having a house and not having it in her family any longer. She feels that is robbing people of general wealth and there is a deep history of discrimination and racism that we must continue to rectify. Martinez supports the "Newburgh wants a Park" Campaign. She feels it is great for our youth to experience nature and supports "Cease Fire".

Councilmember McLymore stated that he wanted to thank everyone that supported his election. He has not seen the "Cease Fire" resolution and would like to see it. He feels that the City of Newburgh can do something for the children that cannot afford the basketball program even if we must sponsor them. He feels that a park is wonderful and positive if we can have it for our youth. He never knew what Crystal Lake was and has been here for 47 years and never heard of it. He was asking people in our community if they knew where Crystal Lake was, and they did not. McLymore stated that Newburgh is not disadvantaged, and he does not like that talk or language. He understands that people are trying to do other projects, but it does not take away the hard work people have done at Downing Park.

Councilmember Monteverde, Congratulated the elected and newly elected. She feels that the energy in the room was fantastic and the youth coming out to speak about their experiences in the sanctuary was great. Monteverde said this is what we must continue doing in the City of Newburgh and the fact the Council can designate this as a park. Monteverde stated that on Saturday they are going to start engaging with the Community to speak about Urban Renewal and what they would like to see down there. She remembers back in 1999, 2000, 2001 and 2002 when they started to do the charrette. If they had moved forward with Leland, it would have been a mistake. She would like to see the poem the young man wrote and read up at Crystal Lake.

Councilmember Shakur thanked everyone that came out. He stated that it should be more than "Cease Fire" because the real history is that they are asking the Palestinians for their land back. He feels that Crystal Lake is great because he is a fisherman, but he could never go over to that side growing up because he was not allowed. He stated that several people want to open this park and they did not need us when they were working on the project, but now that 71 percent are black and Hispanic, he feels now they want to throw them in the mix. Shakur stated that once they get the park 71 percent better be black and Hispanic".

Councilmember Sklarz thanked everyone that came out, stated that this time of year is a time for resolutions and to look forward to exciting things that are happening. We are nearly completed with the North interceptor Project that is what's holding up the Hill side project. We all want more Police, Fire and recreation and the revenue of this development will help with those things and even out the tax Base but we all must decide what we want. Sklarz said Delano Hitch will see significant upgrades, the pool will finally be under construction in 2024 and it's wonderful because the kids will enjoy it for generations, and he is happy to be on the City Council being part of this project. He stated that this is the first regular meeting of the City Council and looks forward to working with his colleagues in 2024, for the city and residents. Sklarz supports Crystal Lake as a Park but asks for patience because there are still some things to work out.

Councilmember Sofokles stated that she is happy to see Lillie Howard and she was one of the original ones when they started the Downing Park planning committee in 1985. Sofokles said that Ms. Howard sang, and they had hundreds of events at the park and that is why she wants to help the people for Crystal Lake because she remembers when she first started the Downing Park Planning Committee it was a fight, but she is quite sure that they have the full support of this City Council. She feels Greenspace is very important for the community. She also invited the community to the Downing Park meetings every second

Thursday of the month at the shelter house.

Mayor Harvey thanked everyone that came out and he appreciates everyone that came out to support Crystal Park. He is in full support of a resolution to designate Crystal Lake as a park. He spent a lot of time at Crystal Lake with the students from the PTEC Program, Scenic Hudson and a few winter and spring festivals. Mayor Harvey stated that when he became Mayor in 2018 shortly thereafter, we cleaned up and had a ribbon cutting. Harvey is in full support of "Cease Fire", he stated that he does not like war or support it, he supports Peace. Harvey said he met with Congressman Pat Ryan and all the surrounding mayors, and they had a great discussion.

CITY MANAGER'S REPORT

Resolution No. 1 - 2024 - Change Order No. 4G Kubricky Construction North Interceptor Sewer

Councilman Shakur moved and Councilwoman Sofokles seconded.

Ayes: Harvey, Martinez, Mclymore, Monteverde, Shakur, Sklarz, Sofokles - 7

Adopted

Resolution No. 2 - 2024 - Change Order No. 2G METRA Industries North Water Street Sewer Separation Project

Councilman Sklarz moved and Councilwoman Sofokles seconded.

Ayes: Harvey, Martinez, Mclymore, Monteverde, Shakur, Sklarz, Sofokles - 7

Adopted

Resolution No. 3 - 2024 - Award of Bid No. 23.23 Delano-Hitch Recreation Park Aquatic Center Improvements - Electrical Contract

Mayor Torrance Harvey stated that this is a very exciting and important resolution that they will be voting on because it's for the contract with J&J Sass Electric Inc. work that is going to be done at the Delano Hitch Aquatic Center.

Councilmember Sofokles stated she is very excited.

Councilman Shakur moved and Councilwoman Martinez seconded.

Ayes: Harvey, Martinez, Mclymore, Monteverde, Shakur, Sklarz, Sofokles - 7

Adopted

Resolution No. 4 - 2024 - Delano-Hitch Recreation Park Aquatic Center Improvements - Contract with CPL Construction Administration

Councilman Sklarz moved and Councilwoman Sofokles seconded.

Ayes: Harvey, Martinez, Mclymore, Monteverde, Shakur, Sklarz, Sofokles - 7

Adopted

Resolution No. 5 - 2024 - City of Newburgh Fiscal Recovery Act Banking Services Agreement with OSC

Councilwoman Sofokles moved and Councilwoman Monteverde seconded.
Ayes: Harvey, Martinez, Mclymore, Monteverde, Shakur, Sklarz, Sofokles - 7
Adopted

Resolution No. 6 - 2024 - 257 Liberty Street - Release of Restrictive Covenants

Councilwoman Sofokles moved and Councilwoman Monteverde seconded.
Ayes: Harvey, Martinez, Mclymore, Monteverde, Sklarz, Sofokles - 6
Nays: Shakur-1
Adopted

Resolution No. 7 - 2024 - Police Department Bicycle Surplus

Councilman Shakur moved and Councilman Mclymore seconded.
Ayes: Harvey, Martinez, Mclymore, Monteverde, Shakur, Sklarz, Sofokles - 7
Adopted

Resolution No. 8 - 2024 - ETPA - Rent Guidelines Board Member Recommendations

Mayor Harvey thanked Michelle Kelson and City Manager for keeping them organize through this entire process. He also thanked his colleagues for listening to the residents and their needs. Harvey is proud of the work they have done, and he feels this City Council has made history.

Councilmember Martinez thanked the Legal Team, For the Many and DSA for working together through this process. She feels we are one step closer in providing relief to our most vulnerable population in the City of Newburgh.

Councilmember Shakur stated that he wished we would have had ETPA in place years ago and he would like City of Newburgh residents to understand this is a rent freeze and rents are not going down at the moment. He said they are in the process of putting a Board together but is happy that we finally got to this stage.

Councilmember Martinez thanked Ally Church from the Planning Department for facilitating the Vacancy Study.

Mayor Harvey asked Michelle Kelson, Corp. Counsel, if during this process is there a rent freeze for the properties that have qualified?

Michelle Kelson, Corp. Counsel stated that there is a rent freeze already to those qualifying properties under the guidelines.

Mayor Harvey stated that as soon as they declare a Housing Emergency there is a rent freeze for those buildings built or constructed before 1974 with 6 or more units.

Councilmember Shakur asked If the landlords raise the rents is there a penalty and who makes sure that it is enforce?

Michelle Kelson, Corp. Counsel stated that she believes the enforcer is the State and the

Rent guidelines Board, but we do not have that mechanism within the city.

Mayor Harvey stated that we will find out exactly where that jurisdiction lies and who is the enforcer.

Councilmember Monteverde asked Michelle Kelson, Corp. Counsel, now that they have selected the Committee, and it has to be reviewed what is the next step?

Michelle Kelson, Corp. Counsel responded that the resolution you are about to adopt tonight is to make a recommendation to the Commissioner of Housing and renewal for appointment of members to the rent guidelines board, once we get the resolutions certified from the City Clerk's Office we will send recommendations, applications and all supporting materials to the State Division of Community Renewal and they will review it and the Commissioner will make the appointment. Once the board is appointed to her understanding the State Division of Housing and Community renewal will come in to train and organize the initial meetings.

Councilman Sklarz moved and Councilman Shakur seconded.

Ayes: Harvey, Martinez, McIlmore, Monteverde, Shakur, Sklarz, Sofoldes - 7

Adopted

NEW BUSINESS

No New Business was Discussed..

OLD BUSINESS

Council member Monteverde stated that she was reviewing, and Councilmember Martinez asked about the current Legislative list. She knows that the inclusionary zoning has been on it for a long time. She knows that Mrs. Church has been working on that project and understands that Vacancy Study was her priority. But with the Urban Renewal Land hopefully we will have it passed by the time we are ready to develop that land. Monteverde would like an update.

Michelle Kelson stated that a Zoning amendment is a substantial project, and if we are going to undertake that project the Council has to be aware that the amount of time the staff is going to devote to that is going to be similar to the amount of time that has been devoted to other housing related projects, including the Vacancy Study, creating Local Laws to enact good cause eviction. The core group staff are going to be undergoing a large project. You must figure out in what order you would like the projects to be completed, in

recognizing. That there are infrastructure going on and day-to-day responsibilities that we have. But if inclusionary Zoning is going to be the number one priority, we can't keep dropping into the legislative priority mix what the hot top that comes along.

Councilmember Monteverde stated She understands, and she knows that this Inclusionary Zoning was one of the recommendations of Leviticus Group, from the housing study that we did a few years ago. She just wants to make sure that is on our radar, and it does not fall off.

Michelle Kelson stated one of the projects that the city started and did not finish in 2018, is certainly part of the basis for inclusionary Zoning Amendment. Would be to update the comprehensive plan and resources have not been devoted and legally we required to do every 10 years and we are well outside since the last time comprehensive plan was developed. We need a timeline and complete it. We must treat these things the same the same as Engineering Projects, you must propose them, develop, construct, and adopt them. It's hard to do them all and can be done sequentially and we must make sure they are a priority. Housing has become the priority these past few years.

Councilmember Martinez stated she wants to revisit Airbnb.

Councilmember Shakur stated wanted to speak about the resolution on 17k and transportation. He will follow up at the next work session.

FURTHER COMMENTS FROM THE COUNCIL

Councilmember Martinez stated she wanted to thank former Councilmember Grice for all his work he did with Crystal Lake, and he was also a part of the Quassaick Watershed Alliance, she wanted to thank Anusha for introducing her to the sanctuary garden and she understands that having a green space is very important for our community. She also wanted to acknowledge Isaac that was shot and feels that should not have happened in our community. Martinez is in full support of the "Cease Fire" resolution. Martinez also thanked all the departments for their hard work.

Councilmember McLymore thanked everyone that came out and stated that he is ready to work. He wanted to make sure he mentioned the McLymore Foundation which has a 4-week free program called "LIL LAWYAS" it's a program to encourage kids how to become little lawyers, the program will be taught by his daughter a recent law student. You can register at" McLymorefoundation @gmail.com." Also, he would like some police presence at the intersection of Dupont and Thompson, Poplar and Fowler people are running the stop sign. He feels that we must support small business on Broadway, and he is eager to work and move forward to doing great things.

Councilmember Monteverde stated,If Councilmember McLymore had any concerns he should contact the Transportation Committee.

Councilmember Shakur stated that February 1st, they are going to raise the flag for Black

History Month and right after going to the MVP Club to celebrate. He mentioned anyone interested in helping out there will be a meeting on Wednesday.

Councilmember Sklarz stated that he will reach out to the gentlemen on Orchard Street and will send him an email to talk further.

Councilmember Sofokles stated that she wanted to remind people about the Assessment Review Board she spent 14 years on that Board and if the community wants to learn more, they should contact Joanne Majewski who she feels is great and can explain the process.

Mayor Harvey stated that MLK Celebration on January 15th is on a Monday and Martin Luther King was raised in Atlanta, Georgia and was a graduate of a small College called "MOREHOUSE". At Baptist Temple Church on Monday January 15th, they will be having a celebration. He thanked George Garrison and Jason Morris and those that went out during the snow Emergency. He also thanked the City Manager for making a declaration for the snow Emergency. He also stated that during the snow emergency people are still not moving and were being towed.

ADJOURNMENT

Being there was no further business to come before the Council the meeting adjourned at 10:10 pm.

**Lisette Acosta - Ramirez
Deputy City Clerk**

RESOLUTION NO.: 1 - 2024

OF

JANUARY 8, 2024

**A RESOLUTION AUTHORIZING CHANGE ORDER NO. 4G TO
THE CONSTRUCTION CONTRACT WITH KUBRICKY CONSTRUCTION CORP.
INCREASING THE CONTRACT AMOUNT BY \$600,000.00 AND INCREASING
THE TOTAL CONTRACT AMOUNT FROM \$28,151,184.80 TO \$28,751,184.80
IN THE NORTH INTERCEPTOR SEWER MAIN IMPROVEMENTS PROJECT**

WHEREAS, by Resolution No. 48-2022 of March 14, 2022, the City Council of the City of Newburgh, New York awarded a bid to Kubricky Construction Corp. in the amount of \$27,044,650.00 for the construction of the North Interceptor Sewer Main Improvements Project; and

WHEREAS, Kubricky Construction Corp. has submitted Change Order No. 4G contract adding \$600,000.00 to the Contingency Allowance to cover unanticipated costs authorized by the City and deemed eligible costs by the funding agency; and

WHEREAS, the funding for Change Order No. 4G shall be derived from a combination of funding sources, including a New York State Department of Environmental Conservation Water Quality Improvement Grant; a Water Infrastructure Improvement Act Grant; a United States Environmental Protection Agency Community Program Grant; and New York State Environmental Facilities Corporation Zero Interest Hardship Financing;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he hereby is authorized to execute Change Order No. 4G with Kubricky Construction Corp. increasing the total contract amount by \$600,000.00 from \$28,151,184.80 to \$28,751,184.80 in the North Interceptor Sewer Main Improvements Project.

CHANGE ORDER NO.: 4G

Owner: City of Newburgh Owner's Project No.: 1.22
 Engineer: Arcadis of New York, Inc. Engineer's Project No.: 30141834
 Contractor: Kubricky Construction Corp. Contractor's Project No.: 2022006
 Project: North Interceptor Sewer Replacement
 Contract Name: General Construction
 Date Issued: 12/20/2023 Effective Date of Change Order:

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

Description:

1. Add \$600,000.00 to Bid Item No. 4, Contingency Allowance to cover unanticipated costs that have been authorized by Owner and have been deemed as eligible costs by Funding Agency.

Attachments: **None**

Change in Contract Price	Change in Contract Times
Original Contract Price: \$ 27,044,650.00	Original Contract Times: Substantial Completion: 540 Ready for final payment: 570
Increase from previously approved Change Orders No. 1 to No. 3: \$ 1,106,534.80	Increase from previously approved Change Orders No.1 to No. 3: Substantial Completion: 66 Ready for final payment: 71
Contract Price prior to this Change Order: \$ 28,151,184.80	Contract Times prior to this Change Order: Substantial Completion: 606 Ready for final payment: 641
Increase this Change Order: \$ 600,000.00	Increase this Change Order: Substantial Completion: 0 Ready for final payment: 0
Contract Price incorporating this Change Order: \$ 28,751,184.80	Contract Times with all approved Change Orders: Substantial Completion: 606 Ready for final payment: 641

Recommended by Engineer (if required) By: <u>A.J. Brooks, P.E.</u> Title: <u>Senior Engineer</u> Date: _____ Authorized by Owner By: _____ Title: _____ Date: _____	Accepted by Contractor _____ _____ _____ Approved by Funding Agency (if applicable) _____ _____ _____
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Agenda Item 9.

Resolution No. 2 - 2024 - Change Order No. 2G METRA Industries North Water Street Sewer Separation Project

Resolution authorizing Change Order No. 2G to the construction contract with Metra Industries in the North Water Street Sewer Separation Project

Resolución por la que se autoriza la Orden de Cambio nº 2G al contrato de construcción con Metra Industries en el Proyecto de Separación de Alcantarillado de North Water Street.

Background:

A resolution authorizing the City Manager to execute Change Order No. 2G with METRA Industries, Inc. to reallocate several unused contract contract bid items to Contingency Allowance. No additional funding is associated with this change order.

ATTACHMENTS:

Description	Upload Date	Type
Resolution approving Metra Change Order #2G N Water St. Sewer Separation	12/27/2023	Resolution Letter
METRA Industries Change Order No. 2G	12/22/2023	Backup Material

RESOLUTION NO.: 2 - 2024

OF

JANUARY 8, 2024

**A RESOLUTION AUTHORIZING CHANGE ORDER NO. 2G TO
THE CONSTRUCTION CONTRACT WITH METRA INDUSTRIES
IN THE NORTH WATER STREET SEWER SEPARATION PROJECT**

WHEREAS, by Resolution No. 61-2022 of March 28, 2022, the City Council of the City of Newburgh, New York awarded a bid to Metra Industries in the amount of \$3,498,600.00 for the construction of the North Water Street Sewer Separation Project; and

WHEREAS, Metra Industries has submitted Change Order No. 2G to reallocate contract items to the Contingency Allowance, including additional sewer lining, existing waterline relocation, additional removal and disposal of abandoned utilities, and removal of trees and contaminated soil; and

WHEREAS, the reallocation will not increase the total contract price; the same being in the best interest 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 Change Order No. 2G with Metra Industries in the North Water Street Sewer Separation Project.

Change Order No. 2G

Date of Issuance: January ____, 2024	Effective Date: January ____, 2024
Owner: City of Newburgh	Owner's Contract No.: 3.22
Contractor: Metra Industries Inc.	Contractor's Project No.: NY-GS-0353
Engineer: Arcadis of New York, Inc	Engineer's Project No.: 30142406
Project: North / Water Street Sewer Separation	Contract Name: General Construction

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

Description:

1. Subtract \$135,000.00 from Bid Item No. 4 Additional Sewer Lining and add \$135,000.00 to Bid Item No. 3 Contingency Allowance.
2. Subtract \$80,000.00 from Bid Item No. 7 Existing Waterline Relocation and add \$80,000.00 to Bid Item No. 3 Contingency Allowance.
3. Subtract \$7,500.00 from Bid Item No. 9 Additional Removal and Disposal of Abandoned Utilities and add \$7,500.00 to Bid Item No. 3 Contingency Allowance.
4. Subtract \$2,000.00 from Bid Item No. 10 Contaminated Soil and add \$2,000.00 to Bid Item No. 3 Contingency Allowance.
5. Subtract \$15,000.00 from Bid Item No. 13 Tree Removal and add \$15,000.00 to Bid Item No. 3 Contingency Allowance.

Attachments: *None*

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES
Original Contract Price: \$ 3,498,600.00	Original Contract Times: Substantial Completion: <u>300</u> Ready for Final Payment: <u>330</u> days
Increase from previously approved Change Order No. <u>1G</u> : \$ 200,000.00	Increase from previously approved Change Order No. <u>1G</u> : Substantial Completion: <u>0</u> Ready for Final Payment: <u>0</u> days
Contract Price prior to this Change Order: \$ 3,698,600.00	Contract Times prior to this Change Order: Substantial Completion: <u>300</u> Ready for Final Payment: <u>330</u> days
Increase of this Change Order: \$ 0.00	Increase of this Change Order: Substantial Completion: <u>0</u> Ready for Final Payment: <u>0</u> days
Contract Price incorporating this Change Order: \$ 3,698,600.00	Contract Times with all approved Change Orders: Substantial Completion: <u>300</u> Ready for Final Payment: <u>330</u> days

RECOMMENDED:		ACCEPTED:		ACCEPTED:	
By: _____	By: _____	By: _____	By: _____	By: _____	By: _____
Engineer (if required)	Owner (Authorized Signature)		Contractor (Authorized Signature)		
Title: _____	Title: _____	Title: _____	Title: _____	Title: _____	Title: _____
Date: _____	Date: _____	Date: _____	Date: _____	Date: _____	Date: _____

Approved by Funding Agency (if applicable)

By: _____
Title: _____

Date: _____

Agenda Item 10.

Resolution No. 3 - 2024 - Award of Bid No. 23.23 Delano-Hitch Recreation Park Aquatic Center Improvements - Electrical Contract

Resolution authorizing the award of a bid and the execution of a contract with J & J Sass Electric, Inc. for the electrical construction of the Delano-Hitch Recreation Park Aquatic Center Improvements Project in an amount not to exceed \$835,000.00

Resolución que autoriza la adjudicación de un vínculo y la ejecución de un contrato con J & J Sass Electric, Inc. para la construcción eléctrica del Proyecto de Mejoras del Centro Acuático del Parque Recreativo Delano-Hitch por un monto que no exceda los \$835,000.00

Background:

A resolution awarding the Electrical Contract for Bid No. 23.23 Delano-Hitch Recreation Park Aquatic Center Improvements to J&J Sass Electric, Inc. in an amount of \$835,000. Funding shall be derived from the City's allocation of ARPA funds and the 2024 Bond.

ATTACHMENTS:

Description	Upload Date	Type
Resolution awarding DH Aquatic Center electrical bid to J & J Sass Electric Inc.	12/27/2023	Resolution Letter
Bid No. 23.23 Delano-Hitch Recreation Park Aquatic Center Improvements - Electrical Bid Tabulation	12/22/2023	Backup Material
Bid No. 23.23 Delano-Hitch Aquatics Center CPL Recommendation of Award Electric Bid (December 22, 2023)	12/22/2023	Backup Material
Bid No. 23.23 Delano-Hitch Recreation Park Aquatic Center Electric Bid - J&J Sass Electric (December 22, 2023)	12/22/2023	Backup Material

RESOLUTION NO.: 3 - 2024

OF

JANUARY 8, 2024

A RESOLUTION AUTHORIZING THE AWARD OF A BID AND THE EXECUTION OF
A CONTRACT WITH J & J SASS ELECTRIC, INC. FOR
THE ELECTRICAL CONSTRUCTION OF THE DELANO-HITCH RECREATION PARK
AQUATIC CENTER IMPROVEMENTS PROJECT
IN AN AMOUNT NOT TO EXCEED \$835,000.00

WHEREAS, the City of Newburgh has duly advertised for bids for the plumbing construction of the Delano-Hitch Recreation Park Aquatic Center Improvements Project; and

WHEREAS, bids have been duly received and opened and J & J Sass Electric, Inc. is the low bidder with a bid amount of \$835,000.00; and

WHEREAS, funding for such project shall be derived from American Rescue Plan Act and bond funding;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the bid for plumbing construction of the Delano-Hitch Recreation Park Aquatic Center Improvements Project be and it hereby is awarded to J & J Sass Electric, Inc. in an amount not to exceed \$835,000.00, and that the City Manager be and he is hereby authorized to enter into a contract for such work in this amount.

UNOFFICIAL LOW-BID TABULATION

CITY OF NEWBURGH, NY

23.23 - Electrical Contract for Delano-Hitch

PROJECT NAME: Recreation Park Aquatic Center Improvements

SUBMISSION DEADLINE AND BID OPENING: Friday, December 22, 2023 at 11:00 a.m., (local time)

Public Opening: Began at 11:00 a.m. and closed at 11:30 a.m.

Opened and read aloud Bids received: Jonathan DiRocco, CPL Architects & Engineers

Witnessed Opening/Recording of Bids: Elizabeth Garrison, Admin. to the Comm. of PW/Engineer

Contractors Present: JOSSON - EJ ELECTRIC

Recorded Bids Opened at Bid Opening: Kiely Irwin, CPL Architects & Engineers

Bidder Name	Time Stamped	Sealed and Clearly Marked (EC)	Original and Copy	Bid Form (Signed in blue Ink & Notarized)	Add. No. 1E (Acknowledged by Bidder)	Resolution of Board of Directors (Signed/sealed)	Form of Security (Bond on City Form or Cert. Check)	Bidder's Qualification Questionnaire	Affidavit of WC (Signed and Notarized)	Non-Coll. Bidding Affidavit (Signed and Notarized)	Iranian Energy Sector Div. Act Affidavit (Signed and Notarized)	Total Lump Sum Bid Price
1 Foremost Electric Corporation	Dec. 22 8:47am	✓	original	✓ signed in blue ink	✓	✓ signed in black ink	Bond on city form	✓	✓	✓	✓ signed in black ink	\$867,300.00
2 J & J SASS ELECTRIC INC.	Dec. 22 9:22am	✓	original	✓	✓	✓	Bond but not on city form	✓	✓	✓	✓	\$835,000.00
3 EJ Electric Installation Co.	Dec. 22 10:45am	✓	✓	✓ copy with original checked	✓	Sealed but not signed	Bond on city form	✓	✓	✓	✓	\$976,824.00
4												
5												

Unofficial Bid Tab
E. Garrison

12/22/23 @ 10:45 AM



December 22, 2023

Jason C. Morris, PE
Commissioner of Public Works and City Engineer
City of Newburgh
83 Broadway
Newburgh, NY 12550

**Re: Delano- Hitch Recreation Aquatic Center Improvements – Recommendation For Bid
Award For Electrical (EC) Contract**

Dear Mr. Morris:

We have reviewed all three (3) Electrical (EC) bids and had communication with the bidders. Based on all the bids we received, J&J Sass Electric Inc. would be considered the apparent lowest bidder. We have contacted J&J Sass Electric Inc. and have confirmed that they are confident they can complete the work for the lump sum price of **\$835,000.00** they provided. We do want to point out that they did provide a bid bond as a form of security, but the bond was not on a city form. They only provided one (1) original of their bid (no copies provided), and this does not affect their submitted lump sum bid price. They did complete all other required documents (signed in blue ink and notarized where required). It is our recommendation that you award the Electrical (EC) Contract to J&J Sass Electric Inc.

Very truly yours,

Jonathan DiRocco, AIA
Senior Architectural Project Manager

12/22/23
9:27 AM
DROPPED
J. SASS
H

J & J SASS ELECTRIC, INC.
30 GRAND STREET
P.O. BOX 1910
KINGSTON, NY 12402

Delano Hitch Aquatic Center Improvements
83 Broadway 4th Floor Newburgh NY 12550

Attn: City Comptroller Janice Gaston

Sealed Electrical Bid

Bid Date: 12/22/23

Bid Time: 11:00 am

SECTION 00 41 13

BID FORM

Project Identification: Delano-Hitch Recreation Park Aquatic Center Improvements

Contract Identification And Number: Bid No. 23.23

Submitted To: City of Newburgh
83 Broadway - 4th Floor , Newburgh, NY 12550
Attn: City Comptroller

Bid For: Delano-Hitch Recreation Park Aquatic Center Improvements (check one below)

- ☒ General Trades (GC)
☐ Plumbing Work (PC)
☐ Mechanical (HVAC) Work (MC)
☐ Electrical Work (EC)

1. The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into an agreement with OWNER in the form included in the Contract Documents to perform and furnish all Work as specified or indicated in the Contract Documents for the Bid Price and within the Bid Times indicated in this Bid and in accordance with the other terms and conditions of the Contract Documents.
2. BIDDER accepts all of the terms and conditions of the Instructions to Bidders. This Bid will remain subject to acceptance for forty-five (45) days after the day of the submission deadline. BIDDER will sign and deliver the required number of counterparts of the Agreement with the Bonds and other documents required by the Bidding Requirements within fifteen (15) days after the date of OWNER's Notice of Award.
3. In submitting this Bid, BIDDER represents as more fully set forth in the Agreement, that:
 - a. BIDDER has examined and carefully studied the Invitation for Bids, Bid Documents, and the following Addenda, receipt of all which is hereby acknowledged:

List Addenda by Addendum Number and Date:

1E 12/14/23

- b. BIDDER has visited the site and become familiar with and is satisfied as to the general, local, and site conditions that may affect cost, progress, performance, and furnishing of the Work. Alternatively, in lieu of such, do solely and completely accept all risks inherent in not doing so.
 - c. BIDDER is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, performance, and furnishing of the Work.
 - d. BIDDER has carefully studied all reports of explorations and tests of subsurface conditions at or contiguous to the site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site (except underground facilities) which have been provided in paragraph 4.2 of the General Conditions. BIDDER accepts the determination set forth in paragraph 4.2 of the General Conditions of the extent of the "technical data" contained in such reports and drawings upon which BIDDER is entitled to rely as provided in paragraph 4.2 of the General Conditions. BIDDER acknowledges that such reports and drawings are not Contract Documents and may not be complete for BIDDER's purposes. BIDDER acknowledges that OWNER and ENGINEER do not assume

responsibility for the accuracy or completeness of information and data shown or indicated in the Bid Documents with respect to underground facilities at or contiguous to the site. BIDDER has obtained and carefully studied (or assumes responsibility for having done so) all such additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and underground facilities) at or contiguous to the site or otherwise which may affect cost progress, performance or furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by BIDDER and safety precautions and programs incident thereto. BIDDER does not consider that any additional examinations, investigations, explorations, tests, studies or data are necessary for the determination of this Bid for performance and furnishing of the Work in accordance with the times, price, and other terms and conditions of the Contract Documents.

- e. BIDDER is aware of the general nature of Work to be performed by OWNER and others at the site that relates to Work for which this Bid is submitted as indicated in the Contract Documents.
- f. BIDDER acknowledges that all allowances, pursuant to their Contract, have been included in the Base Bid. Should the following allowance(s) exceed, or be less than, the cost of selected items, the difference in cost shall be added to, or credited to, the Owner's Contract. Refer to Specification Section 012100 "Allowances" for description of each allowance.

General Trades (GC)	Allowance Amount: 5% of base bid.
Plumbing Work (PC)	Allowance Amount: 5% of base bid.
Mechanical (HVAC) Work (MC)	Allowance Amount: 5% of base bid.
Electrical Work (EC)	Allowance Amount: 5% of base bid.

- g. BIDDER has correlated the information known to BIDDER, information and observation obtained from visits to the site, reports and drawings identified in the Contract Documents and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.
- h. BIDDER has given OWNER written notice of all conflicts, errors, ambiguities or discrepancies that BIDDER has discovered in the Contract Documents and the written resolution thereof by OWNER is acceptable to BIDDER, and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work for which this Bid is submitted.
- i. This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm, or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization, or corporation; BIDDER has not directly or indirectly induced or solicited any other BIDDER to submit a false or sham Bid; BIDDER has not solicited or induced any person, firm or corporation to refrain from bidding; and, BIDDER has not sought by collusion to obtain for itself any advantage over any other BIDDER or over OWNER.
- j. Any other representation required by Laws and Regulations.

- 4. BIDDER will complete the Work in accordance with the Contract Documents for the following price(s). The Lump Sum Bid Price shall be the cost of the Work for the Project outlined and described in all of the Contract. The City shall make the determination post bid as to how to proceed based upon the bid proposals.

LUMP SUM BID PRICE (INCLUDING ALLOWANCE):

Eight Hundred Thirty Five Thousand Dollars	\$ 835,000
<i>Written or Typed in Text</i>	<i>Numerical</i>

ALTERNATE #1:

N/A	\$ N/A
<i>Written or Typed in Text</i>	<i>Numerical</i>

- 5. BIDDER agrees that the Work will be substantially complete and ready for final payment in accordance with paragraph 14.13 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement. BIDDER accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work within the times specified in the Agreement.

6. The following documents are attached to and made a condition of this Bid:

- a. Resolution of Board of Directors
- b. Non-Collusion Bidding Affidavit
- c. Required BIDDER's Qualification Statement with supporting data
- d. Affidavit of Workers' Compensation
- e. Iranian Energy Sector Divestment

7. Communications concerning this Bid shall be addressed to, the address of BIDDER indicated below:

PO Box 1910

Kingston, NY 12402

8. Terms used in this Bid which are defined in the General Conditions or Instructions will have the meanings indicated in the General Conditions or Instructions.

SUBMITTED on: December 22 2023
Month Day Year

State Contractor License No.: Orange County #201

If BIDDER is:

An Individual

By: _____

Individual's Name

Seal

Doing business as _____

Business Address: _____

Phone Number: _____

A Partnership

By: _____

Firm Name

Seal

General Partner _____

Business Address: _____

Phone Number: _____

A Corporation

By: JTS SASS Electric Inc.

Corporation Name

Seal

State of Incorporation: New York

Authorized Signatory: [Signature] Title: President

Attestation: [Signature]

Secretary

Seal

Business Address: 30 Grand St, Kingston NY 12401

Phone Number: 845-331-8666

Date qualified to do business: Dec 1973

A Joint Venture

By: _____

Individual's Name

Seal

Address: _____

By: _____

Individual's Name

Seal

Address: _____

Official Communications Address: _____

Official Communications Phone Number: _____

Each joint venturer must sign. The manner of signing for each individual, partnership and corporation that is a party to the joint venture should be in the manner indicated above.

SECTION 00 43 13.135

CERTIFIED COPY OF RESOLUTION
OF

BOARD OF DIRECTORS

Delano-Hitch Recreation Park Aquatic Center Improvements

Bid No. 23.23

City of Newburgh, New York

J+J Sass Electric Inc.

Name of Corporation

Resolved that James Sass Jr, President
Authorized Signatory *Title*

of J+J Sass Electric Inc. Authorized to sign and submit the Bid of the Corporation for
Name of Corporation

the following project: Delano-Hitch Recreation Park Aquatic Center Improvements
and to include in such Bid the Certificate as to Non-Collusion, and for any inaccuracies or misstatements in such Certificate this
Corporate Bidder shall be liable under the penalties of perjury.

The foregoing is a true and correct copy of the Resolution adopted by:

J+J Sass Electric Inc.

Name of Corporation

At a meeting of its Board of Directors held on the 18th day of December 20 23

By: [Signature] Title: President
Seal

This form must be completed if the Bidder is a Corporation

SECTION 00 43 13.14

BIDDER'S QUALIFICATION QUESTIONNAIRE

Delano-Hitch Recreation Park Aquatic Center Improvements

Bid No. 23.23

City of Newburgh, Orange County, New York

The undersigned guarantees the accuracy of all statements and answers herein contained. (Please print in ink).

1. How many years has your firm been in business as a Contractor?

in years: 50 years

2. List projects of this nature that you have completed in the last three (3) years, and give the name, address and telephone number of a reference from each. Also give the completion date, the original contract bid price and the completed cost of each project listed (use additional sheet, if necessary).

See attached

3. List projects presently under construction by your firm, the dollar volume of the contract and the percentage completion of the contract.

See attached

4. Work awarded to you; if so, state where and why.

See attached

5. What equipment do you own that is available for this work?

- Bucket truck
- Scissor lift

6. What equipment do you plan to rent or purchase for this work?

J

7. Have you ever performed work under the direction of a Professional Engineer or Registered Architect? If so, list up to three (3) such firms giving the name of the firm, its address, telephone number and the name of the project. (List most recent projects).

Scott Dutton Architect

Deleware Engineering

8. Give the name, address and telephone number of an individual who represents each of the following and whom the OWNER may contact to investigate your financial responsibility: a surety, a bank, and a major material supplier.

See attached

9. Provide a financial statement for your company. This should include a balance and income statement for your most recent fiscal year. A certified audit is preferred but not required. Use an insert sheet, if needed. Only three (3) lowest bidders shall submit this information (if requested by OWNER) to the OWNER within forty-eight (48) hours of the opening of the Bids.

10. State the true, exact, correct and complete name of the partnership, corporation or trade name under which you do business, and the address of the place of business. (If a corporation, state the name of all partners. If a trade name, state the names of the individuals who do business under the trade name.) It is absolutely necessary that information be furnished.

The business is a

Corporation

Type of Legal Entity

The address of principal place of business is:

30 Grand Street, Kingston NY 12401

The names of the corporate officers, or partners, or individual doing business under a trade:

James Sess Jr - President

Salvatore Incaluso - VP

Coleen Sess - Secretary

Jessica Mackey - Treasury



J & J Sass Electric, Inc.

30 Grand Street
PO Box 1910
Kingston, NY 12402
(845) 331-8666

List of construction experience and present commitments of the key individuals of our organization.

James J. Sass Jr.	Over 45 Years - Owner/President
Sal Incorvaia	Over 20 Years - VP/Project Manager
Steve Kondor	Over 35 Years - General Foreman
Anthony Dispensa	Over 30 Years - General Foreman
John Bodo	Over 20 Years - General Foreman
William Smith	Over 20 Years - General Foreman

OFFICERS

James J. Sass Jr., President
Salvatore A. Incorvaia, Vice President
Jessica L. Mackey, Treasurer
Coleen E. Sass, Secretary

Date of Incorporation 12/1/1973 Kingston, New York

MAJOR PROJECTS COMPLETED - PRIME CONTRACTOR Attachment #1

14-1555922

NAME	OWNER	ARCHITECT	AMOUNT	COMPLETION DATE	FORCES
GAP East MHE Fit-Up J2341	Gap, Inc.	Gap, Inc.	\$ 3,413,673.00	February-19	99%
Ulster Co. Justice Center J2393	County of Ulster	Lothrop Associates	\$ 333,541.00	May-19	100%
Port Jervis CSD Media Ctrs J2389	Port Jervis CSD	Mosaic Associates Architects	\$ 503,460.00	May-19	98%
Whiting Turner Themis Pwr J2412	IBM Corporation	Whiting Turner	\$ 477,484.00	May-19	100%
GAP 2019 ODC ASRS J2435	GAP, Inc.	Gap, Inc.	\$ 847,223.00	August-19	99%
Dutchess Co. Dept Public Wk J2387	County of Dutchess	Lothrop Associates	\$ 580,440.00	August-19	99%
Mid-Hudson Reg. Medical Ctr. J2265	Westchester Medical Center	MHMR	\$ 2,300,212.00	October-19	69%
Port Jervis Pkg. #2 J2442	Port Jervis CSD	Savin Engineers, P.C.	\$ 752,504.00	November-19	76%
Whiting Turner B052 J2469	IBM Corporation	SSM Group	\$ 588,607.00	November-19	99%
Whiting Turner B007 J2472	IBM Corporation	SSM Group	\$ 1,421,610.00	November-19	100%
Bank of America J15	Bank of America	CBRE-Bank of America	\$ 414,470.00	December-19	80%
IBM Poughkeepsie- Various Projects	Jones Lang LaSalle	Jones Lang LaSalle	\$ 949,945.00	December-19	98%
DEP- Various Projects	DEP of New York City	Dept of Environmental Protection	\$ 924,542.00	December-19	80%
Pine Bush Technology Project J2464	Pine Bush CSD	Bernier, Carr & Assoc.	\$ 807,733.00	January-20	76%
Beacon CSD Capital Project J2439	Beacon CSD	Rhinebeck Architects	\$ 619,593.00	February-20	100%
Cricket Valley Power Station J2424	Cricket Valley	Minimax Fire Solutions	\$ 428,278.00	March-20	100%
Goshen CSD Contract #1 J2391	Goshen CSD	LAN Associates	\$ 3,638,132.00	June-20	93%
Goshen CSD Contract #2 IT Mods J2394	Goshen CSD	LAN Associates	\$ 1,887,375.00	June-20	91%
Pawling WWTP J2375	Village of Pawling	Chazen Companies	\$ 1,910,305.00	July-20	85%
Spackenkill UFSD Phase 2 J2447	Spackenkill UFSD	CPL Architecture	\$ 462,235.00	August-20	85%
Dutchess Co. Standby Generators J2485	County of Dutchess	M/E Engineering, P.C.	\$ 710,839.00	August-20	72%
Whiting Turner B008 Quantum J2526	IBM Corporation	IBM Corporation	\$ 317,878.00	November-20	97%
City of Beacon Headworks J2474	City of Beacon	Lanc & Tully Eng.	\$ 283,273.00	December-20	100%
IBM Poughkeepsie- Various Projects	Jones Lang LaSalle	Jones Lang LaSalle	\$ 888,365.00	December-20	98%
DEP- Various Projects	DEP of New York City	Dept of Environmental Protection	\$ 1,054,816.00	December-20	80%
Whiting Turner B002 Trinity Clean J2557	IBM Corporation	IBM Corporation	\$ 276,989.00	January-21	100%
Dutchess Co. Airport Edu. Ctr. J2477	County of Dutchess	C&S Companies	\$ 1,260,720.00	May-21	83%
Rondout Valley CSD Phase 1 J2528	Rondout Valley CSD	CPL Architects	\$ 505,061.00	June-21	94%
Dutchess Co. 22 Mkt. St. 4th Fl Ren.	County of Dutchess	Liscum McCormack VanVoorhis LLP	\$ 347,758.00	June-21	88%
WT B002 Trinity Clean Rm Demo J2557	IBM Corporation	IBM Corporation	\$ 323,853.00	June-21	99%
Day Automation- Beacon CSD J2577	Beacon CSD	Beacon CSD	\$ 883,100.00	November-21	93%
Hyde Park Haviland MS J2527	Hyde Park CSD	Collins + Scoville Architecture	\$ 516,254.00	November-21	95%
WT B002 Trinity Clean Rm Install J256	IBM Corporation	IBM Corporation	\$ 2,401,559.00	November-21	100%
Henkels & McCoy Amtrak J2550	National Railroad Passenger Corp.	Henkels & McCoy	\$ 1,570,401.00	December-21	100%
EV Connect-UCAT J2581	Ulster Co. Area Transit	Ulster Co. Area Transit	\$ 460,587.00	March-22	81%
D.O.'Connellis & Sons SUNY NP J2522	SUNY New Paltz	Brien & Gere Engineers, Inc.	\$ 1,211,461.00	March-22	96%
Kingston CSD Phase 2 J2444	Kingston CSD	KSQ Design	\$ 3,386,712.00	May-22	83%
GAP 2021/2022 Jobs J2560	Gap Inc.	Gap Inc.	\$ 4,724,710.00	December-22	99%
Ben Nesin Facility J2253	Dept. of Environmental Protection	Dept of Environmental Protection	\$ 2,414,239.00	January-23	93%
NYS OGS- Fishkill Correction J2214	NYS Office of General Services	NYS OGS	\$ 2,088,582.00	February-23	85%



J & J Sass Electric, Inc.
 30 Grand Street
 PO Box 1910
 Kingston, NY 12402
 (845) 331-8666

Current Uncompleted Contracts - Attachment # 2

14-1555922

Name (Agency)	Owner	Contract No.	Prime or Sub	Design Architect	Amount	Sublet	Amount	Award Date	Uncompleted Amount
ORDA/Belleaire Pump Station J2537	Olympic Regional Dev. Authority	BEL-19-008	Prime	Bergmann Associates	\$ 773,000.00	\$ 5,850.00		June-20	\$ 21,226.00
Pine Bush CSD-19 Cap. Improv. J2573	Pine Bush CSD	3	Prime	CPL Architects	\$ 3,038,683.00	\$ 61,824.00		April-21	\$ 7,629.00
WMC-3 Spellman Pediatric Ctr J2586	Westchester Medical Center	WMC-0121B	Prime	Westchester Med Ctr	\$ 1,717,062.00	\$ 22,048.00		July-21	\$ 584,137.00
MGI Pine St. Family Health Ctr J2592	MGI Construction & Consulting	21-056-01	Sub		\$ 1,003,299.00	\$ 35,975.00		February-22	\$ 97,423.00
UC Jail CCTV Upgrades J2623	County of Ulster	RFB-U/21-152C	Prime		\$ 521,000.00	\$ -		August-21	\$ 338,800.00
Whiting Turner B008 Watson RF Exp. J2625	IBM Corporation	019501-26C	Sub		\$ 835,727.00	\$ -		March-22	\$ 35,550.00
Village of Liberty WWTP J2627	Village of Liberty	VL1-E-21	Prime	Delaware Engineering	\$ 1,889,306.00	\$ 130,916.00		February-22	\$ 1,015,972.00
Pine Bush Capital Imp. Phase 2 J2628	Pine Bush CSD	EC#3	Prime	CPL Architects	\$ 590,503.00	\$ 33,065.00		March-22	\$ 176,766.00
Our Lady of Lourdes High School J2639	Archbishopric of NY		Prime		\$ 514,864.00	\$ 94,486.00		May-22	\$ 1,700.00
Newburgh CSD Heritage MS J2644	Newburgh CSD	44-16-00-01-0-039-011	Prime	CPL Architects	\$ 1,253,085.00	\$ 64,055.00		June-22	\$ 632,500.00
Newburgh CSD Vaisgate ES J2645	Newburgh CSD	44-16-00-01-0-018-009	Prime	CPL Architects	\$ 1,143,960.00	\$ -		June-22	\$ 853,403.00
Whiting Turner B008 Quantum PH3 J2647	IBM Corporation	019809-26C	Sub		\$ 870,758.00	\$ -		July-22	\$ 343,941.00
Whiting Turner Family Services J2651	Family Services	019909-26A	Sub		\$ 423,087.00	\$ 9,517.00		August-22	\$ 5,000.00
Whiting Turner B706 Dallas Data Ctr. J2658	IBM Corporation	019659-26C	Sub		\$ 631,089.00	\$ -		September-22	\$ 153,482.00
Whiting Turner GTI Warwick Corp. J2660	Fiorio Pharmaceuticals, Inc.	019295-01E-26B	Sub		\$ 7,873,560.00	\$ 63,024.00		September-22	\$ 3,115,031.00
1670 Ulster LLC Romeo Kia J2684	1670 Ulster LLC		Prime	SRA Architects	\$ 983,250.00	\$ -		October-22	\$ 217,203.00
Rombout Fire Dist. Station #2 J2678	Rombout Fire District		Prime	Lucum McCormack VanVoorhis	\$ 548,000.00	\$ -		February-23	\$ 548,000.00
Saugerties CSD Reconstruction Project J2677	Saugerties CSD	306617-21002	Prime	Tetra Tech Architects	\$ 2,559,800.00	\$ -		February-23	\$ 2,559,800.00
Town of Wawarsing-Hwy Garage J2684	Town of Wawarsing		Prime	Delaware Engineering	\$ 885,000.00	\$ -		April-23	\$ 885,000.00
									\$11,572,563.00

NEW YORK STATE
VENDOR RESPONSIBILITY QUESTIONNAIRE
ATTACHMENT B – UNCOMPLETED CONSTRUCTION CONTRACTS

Vendor Name: J&J Sass Electric, Inc.

NYS Vendor ID: 1000001678

Question 3.1: List all current uncompleted construction contracts:

1.	Agency/Owner Pine Bush CSD	Percent Complete=97%		Award Date 4/9/2021	Completion Date
	Contact Person Christopher Thomas	Telephone No. 518-337-0346	Designer Architect and /or Design Engineer CPL Architects		
	Contract No. 3	Prime or Sub Prime	Joint Venture (JV) Name, if applicable	EIN of JV, if applicable	
		Total Contract Amount \$2,902,805.00	Amount Sublet to others \$35,796.00	Uncompleted Amount \$68,448.00	
2.	Agency/Owner Westchester Medical Center- Spellman Pediatric	Percent Complete=58%		Award Date 7/21/2021	Completion Date
	Contact Person Leonard Venechanos	Telephone No. 914-493-5984	Designer Architect and /or Design Engineer Westchester Medical Center		
	Contract No. WMC-01218	Prime or Sub Prime	Joint Venture (JV) Name, if applicable	EIN of JV, if applicable	
		Total Contract Amount \$1,717,962.00	Amount Sublet to others \$22,048.00	Uncompleted Amount \$717,609.00	
3.	Agency/Owner MGI Construction & Consulting- Pine St. Family Health	Percent Complete=65%		Award Date 2/28/2022	Completion Date
	Contact Person George Salinovich	Telephone No. 212-645-2000	Designer Architect and /or Design Engineer		
	Contract No. 21-056-01	Prime or Sub Sub	Joint Venture (JV) Name, if applicable	EIN of JV, if applicable	
		Total Contract Amount \$997,856.00	Amount Sublet to others \$16,215.00	Uncompleted Amount \$346,278.00	
4.	Agency/Owner Ulster County Jail-CCTV Upgrades	Percent Complete=20%		Award Date 8/26/2021	Completion Date
	Contact Person Warren Whitaker	Telephone No. 845-334-5731	Designer Architect and /or Design Engineer		
	Contract No. RFB-UC21-152C	Prime or Sub Prime	Joint Venture (JV) Name, if applicable	EIN of JV, if applicable	
		Total Contract Amount \$521,000.00	Amount Sublet to others \$0.00	Uncompleted Amount \$416,000.00	

NEW YORK STATE
VENDOR RESPONSIBILITY QUESTIONNAIRE
ATTACHMENT B – UNCOMPLETED CONSTRUCTION CONTRACTS

Vendor Name: J&J Sass Electric, Inc.

NYS Vendor ID: 1000001678

Question 3.1: List all current uncompleted construction contracts:

5.	Agency/Owner Village of Liberty WWTP	Percent Complete=29%			Award Date 2/3/2022	Completion Date
	Contact Person Daniel Fagnani	Telephone No. 607-432-8073	Designer Architect and /or Design Engineer Delaware Engineering			
	Contract No. VLI-E-21	Prime or Sub Prime	Joint Venture (JV) Name, if applicable			EIN of JV, if applicable
			Total Contract Amount \$1,889,306.00	Amount Sublet to others \$130,916.00	Uncompleted Amount \$1,339,805.00	
6.	Agency/Owner Pine Bush CSD	Percent Complete=45%			Award Date 3/15/2022	Completion Date
	Contact Person Christopher Thomas	Telephone No. 518-337-0346	Designer Architect and /or Design Engineer CPL Architects			
	Contract No. EC#3	Prime or Sub Prime	Joint Venture (JV) Name, if applicable			EIN of JV, if applicable
			Total Contract Amount \$587,181.00	Amount Sublet to others \$0.00	Uncompleted Amount \$321,405.00	
7.	Agency/Owner Newburgh CSD-Heritage MS	Percent Complete=50%			Award Date 6/27/2022	Completion Date
	Contact Person Dawn Ryan	Telephone No. 845-594-5328	Designer Architect and /or Design Engineer CPL Architects			
	Contract No. 44-16-00-01-0-039-011	Prime or Sub Prime	Joint Venture (JV) Name, if applicable			EIN of JV, if applicable
			Total Contract Amount \$1,261,040.00	Amount Sublet to others \$64,055.00	Uncompleted Amount \$635,500.00	
8.	Agency/Owner Newburgh CSD-Vailsgate ES	Percent Complete=25%			Award Date 6/27/2022	Completion Date
	Contact Person Dawn Ryan	Telephone No. 845-594-5328	Designer Architect and /or Design Engineer CPL Architects			
	Contract No. 44-16-00-01-0-018-009	Prime or Sub Prime	Joint Venture (JV) Name, if applicable			EIN of JV, if applicable
			Total Contract Amount \$1,143,960.00	Amount Sublet to others \$0.00	Uncompleted Amount \$861,861.00	

VENDOR RESPONSIBILITY QUESTIONNAIRE

ATTACHMENT B – UNCOMPLETED CONSTRUCTION CONTRACTS

Vendor Name: J&J Sass Electric, Inc.

NYS Vendor ID:1000001678

Question 3.1: List all current uncompleted construction contracts:

9.	Agency/Owner Whiting Turner Contracting Company	Percent Complete= 18%		Award Date 9/14/2022	Completion Date
	Contact Person Mike Minutolo	Telephone No. 845-433-2033	Designer Architect and /or Design Engineer		
	Contract No. 019295-01E-26B	Prime or Sub Sub	Joint Venture (JV) Name, if applicable		EIN of JV, if applicable
			Total Contract Amount \$7,873,560.00	Amount Sublet to others \$54,926.00	Uncompleted Amount \$6,462,916.00
10.	Agency/Owner 1670 Ulster LLC- Romeo Kia	Percent Complete=35%		Award Date 10/10/2022	Completion Date
	Contact Person Mike Schatzel	Telephone No. 914-388-4532	Designer Architect and /or Design Engineer SRA Architects		
	Contract No.	Prime or Sub Prime	Joint Venture (JV) Name, if applicable		EIN of JV, if applicable
			Total Contract Amount \$983,250.00	Amount Sublet to others \$0	Uncompleted Amount \$635,250.00

Grand Total All Uncompleted Contracts	\$2,663,517.00
---------------------------------------	----------------

SECTION 00 43 13.15

AFFIDAVIT - WORKERS' COMPENSATION

Delano-Hitch Recreation Park Aquatic Center Improvements

Bid No. 23.23

City of Newburgh, Orange County, New York

STATE OF: New York

)

) SS:

County of: Orange

)

I, James Sess Jr of the Town, Village, City of Kingston
in the County of Ulster and the State of New York

of full age, being duly sworn according to law on my oath depose and say that:

I am President, an officer of the firm of JTS Sess Electric Inc.
being duly sworn, deposes and says that he now carries or that he has applied for a Workers' Compensation Policy to cover the
operations, as set forth in the preceding contract, and to comply with the provisions thereof.

JTS Sess Electric Inc.

Contractor Name

Subscribed and sworn to

James Sess Jr

Name of Affiant

President

Title of Affiant



Signature of Affiant (in blue ink)

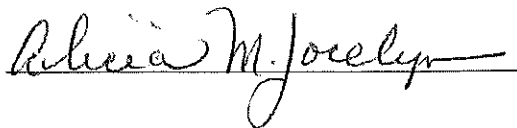
before me this 18TH day of DECEMBER, 20 23

Affix Notary Seal or Stamp below

Notary Public of ULSTER COUNTY, NEW YORK

My commission expires: 8/4/2024

Notary Signature:



ALICIA M JOCELYN
NOTARY PUBLIC-STATE OF NEW YORK
No. 01JO6191159
Qualified in Ulster County
My Commission Expires 08-04-2024

This Affidavit must be completed by all Bidders

SECTION 00 43 15

NON-COLLUSION BIDDING AFFIDAVIT

Delano-Hitch Recreation Park Aquatic Center Improvements

Bid No. 23.23

City of Newburgh, Orange County, New York

STATE OF: New York)
) SS:
County of: Ulster)

I, James Sgss Jr of the Town, Village, City of Kingston
in the County of Ulster and the State of New York
of full age, being duly sworn according to law on my oath depose and say that:

I am President, an officer of the firm of JTS Sgss Electric Inc.
the Bidder making the Proposal for the above named Work, and that I executed the said Proposal with full authority to do so; that
said Bidder has not, directly or independently, entered into any agreement, participated in any collusion, or otherwise in connection
with the above named work; and that all statements contained in said Proposal and in this affidavit are true and correct, and made
with the full knowledge that the City of Newburgh, NY as OWNER relies upon the truth of the statements contained in said Proposal
and in the statements contained in this affidavit in awarding the contract for said work.

I further warrant that no person or selling agency has been employed or retained to solicit or secure contract upon an agreement or
understanding for a commission, percentage, brokerage or contingent fee, except bonafide employees or bonafide established
commercial or selling agencies maintained by

JTS Sgss Electric Inc.

Contractor Name

Subscribed and sworn to James Sgss Jr President
Name of Affiant Title of Affiant

[Signature]
Signature of Affiant (in blue ink)

before me this 18TH day of DECEMBER, 20 23
Notary Public of ULSTER COUNTY, NEW YORK
My commission expires: 8/4/2024
Notary Signature: Alicia M. Jocelyn

Affix Notary Seal or Stamp below

ALICIA M JOCELYN
NOTARY PUBLIC-STATE OF NEW YORK
No. 01JO6191159
Qualified in Ulster County
My Commission Expires 08-04-2024

This Affidavit must be completed by all Bidders

SECTION 00 43 20

Certification Pursuant to Section 103-g of the New York State General Municipal Law

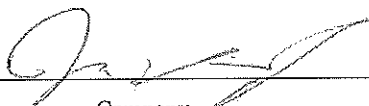
IRANIAN ENERGY SECTOR DIVESTMENT ACT AFFIDAVIT

Delano-Hitch Recreation Park Aquatic Center Improvements

Bid No. 23.23

- 1 By submission of this Bid/Proposal, each Bidder/Proposer and each person signing on behalf of any Bidder/Proposer certifies, and in the case of a joint bid, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each Bidder is not on the list created pursuant to paragraph (b) of subdivision 3 of Section 165-a of the New York State Finance Law.
- 2 A Bid/Proposal shall not be considered for award, nor shall any award be made where the condition set forth in Paragraph 1 above has not been complied with; provided, however, that in any case the Bidder/Proposer cannot make the foregoing certification set forth in Paragraph 1 above, the Bidder/Proposer shall so state and shall furnish with the Bid a signed statement which sets forth in detail the reasons therefor. Where Paragraph 1 above cannot be complied with, the Purchasing Unit to the political subdivision, public department, agency or official thereof to which the Bid/Proposal is made, or his/her designee, may award a Bid/Proposal, on a case by case business under the following circumstances:
 - i. The investment activities in Iran were made before April 12, 2012, the investment activities in Iran have not been expanded or renewed after April 12, 2012, and the Bidder/Proposer has adopted, publicized and is implementing a formal plan to cease the investment activities in Iran and to refrain from engaging in any new investments in Iran; or
 - ii. The political subdivision makes a determination that the goods or services are necessary for the political subdivision to perform its functions and that, absent such an exemption, the political subdivision would be unable to obtain the goods or services for which the contract is offered. Such determination shall be made in writing and shall be a public document.

3 Name: James Sess Jr Title: President

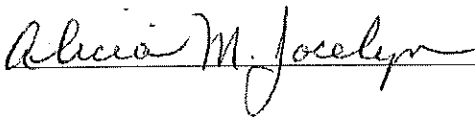
Signature: 
Date: 12/17/23 Company Name: JTS Sess Electric Inc.

STATE OF: New York)
) SS:
County of: Orange)
Subscribed and sworn to James Sess Jr President
Name of Affiant Title of Affiant

before me this 17th day of DECEMBER, 20 23 Affix Notary Seal or Stamp below

Notary Public of ULSTER COUNTY, NEW YORK

My commission expires: 8/4/2024

Notary Signature: 

ALICIA M JOCELYN
NOTARY PUBLIC-STATE OF NEW YORK
No. 01J06191159
Qualified in Ulster County
My Commission Expires 08-04-2024

This Affidavit must be completed by all Bidders

Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

Bond No. JJSA12-11-23-1

CONTRACTOR:

(Name, legal status and address)

J & J Sass Electric, Inc.
PO Box 1910
Kingston, NY 12402

SURETY:

(Name, legal status and principal place of business)

Western Surety Company
151 N. Franklin Street
Chicago, IL 60606
Mailing Address for Notices

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

OWNER:

(Name, legal status and address)

City of Newburgh
83 Broadway
Newburgh, NY 12550

BOND AMOUNT:

5%

Five Percent of Amount Bid

PROJECT:

(Name, location or address, and Project number, if any)

Delano Hitch Recreation Park Aquatic Center Improvements - Electrical

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 11th day of December, 2023.

J & J Sass Electric, Inc.

(Principal)

(Seal)

(Witness)

By:

(Title)

Western Surety Company

(Surety)

(Seal)

(Witness)

By:

(Title)

Renee A. Mahny

Attorney-in-Fact

Acknowledgment by Corporation

STATE OF

COUNTY OF

On this 18TH day of DECEMBER, 2023, before me personally appeared JAMES J. SASS, to me known, who being by me duly sworn, did acknowledge and say that (s)he is the PRESIDENT of J & J Sass Electric, Inc., the corporation that executed the foregoing instrument, and acknowledged to me that such corporation executed the same.

In witness whereof, I have hereunto set my hand and affixed my official seal, at my office in the above County, the day and year written above.

Alicia M. Jocelyn
Notary Public

State of NY

County of ULSTER

My Commission Expires: 8/4/2024

ALICIA M JOCELYN
NOTARY PUBLIC-STATE OF NEW YORK
No. 01JO6191159
Qualified in Ulster County
My Commission Expires 08-04-2024

Acknowledgment by Surety

STATE OF New York

COUNTY OF Albany

On this 11th day of December, 2023, before me personally appeared Renee A. Manny, to me known, who being by me duly sworn, did acknowledge and say that she is the Attorney-in-Fact of Western Surety Company, the corporation that executed the foregoing instrument, and acknowledged to me that such corporation executed the same.

In witness whereof, I have hereunto set my hand and affixed my official seal, at my office in the above County, the day and year written above.

Jennifer S. Vanat
Notary Public

State of NY

County of Albany

My Commission Expires: _____

JENNIFER S. VANAT
Notary Public, State of New York
Qualified in Columbia County
Reg # 01VA6135808
Commission Expires Oct. 24, 2025

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Arnold E Finaldi Jr, David W Cooper, Mark C Nickel, Charles R Daniels III, Christopher Terzian, Audrey J Danielson, Kevin J Garrity, Vikki L LaVean, Lori A Francett, Renee A Manny, Jennifer Susan Vanat, Tanya M Volk, John F Murray Jr, Maddalena Bucciero, Casey W LaChapelle, Thomas R Tyrrell, Derek P Hannon, Individually

of Albany, NY, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the Authorizing By-Laws and Resolutions printed at the bottom of this page, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 29th day of October, 2023.



WESTERN SURETY COMPANY

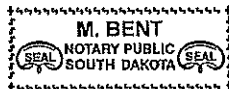
Larry Kasten, Vice President

State of South Dakota } ss
County of Minnehaha

On this 29th day of October, 2023, before me personally came Larry Kasten, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

March 2, 2026



M. Bent, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law and Resolutions of the corporation printed below this certificate are still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 11th day of December, 2023.



WESTERN SURETY COMPANY

L. Nelson, Assistant Secretary

Authorizing By-Laws and Resolutions

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

This Power of Attorney is signed by Larry Kasten, Vice President, who has been authorized pursuant to the above Bylaw to execute power of attorneys on behalf of Western Surety Company.

This Power of Attorney may be signed by digital signature and sealed by a digital or otherwise electronic-formatted corporate seal under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 27th day of April, 2022:

"RESOLVED: That it is in the best interest of the Company to periodically ratify and confirm any corporate documents signed by digital signatures and to ratify and confirm the use of a digital or otherwise electronic-formatted corporate seal, each to be considered the act and deed of the Company."

Go to www.cnasurety.com > Owner / Obligor Services > Validate Bond Coverage, if you want to verify bond authenticity.

WESTERN SURETY COMPANY
Sioux Falls, South Dakota
Statement of Net Admitted Assets and Liabilities
December 31, 2022

ASSETS

Bonds	\$ 1,963,735,416
Stocks	16,356,743
Cash, cash equivalents, and short-term investments	842,484
Receivables for securities	50,000
Investment income due and accrued	18,288,449
Premiums and considerations	58,660,094
Amounts recoverable from reinsurers	31,089,427
Current federal and foreign income tax recoverable and interest thereon	-
Net deferred tax asset	16,569,622
Receivable from parent, subsidiaries, and affiliates	-
Other assets	1,385
Total Assets	<u><u>\$ 2,105,593,621</u></u>

LIABILITIES AND SURPLUS

Losses	\$ 191,034,021
Loss adjustment expense	52,287,429
Commissions payable, contingent commissions and other similar charges	12,200,032
Other expenses (excluding taxes, license and fees)	-
Taxes, License and fees (excluding federal and foreign income taxes)	3,809,360
Federal and foreign income taxes payable	6,216,918
Unearned premiums	288,685,277
Advance premiums	7,968,584
Ceded reinsurance premiums payable (net of ceding commissions)	6,756,776
Amounts withheld or retained by company for account of others	9,359,697
Provision for reinsurance	280,055
Payable to parent, subsidiaries and affiliates	10,262,438
Payable on security transactions	-
Other liabilities	149,612
Total Liabilities	<u><u>\$ 589,010,150</u></u>

Surplus Account:

Common stock	\$ 4,000,000
Gross paid in and contributed surplus	286,896,195
Unassigned funds	1,225,687,276
Surplus as regards policyholders	<u>\$ 1,516,583,471</u>
Total Liabilities and Capital	<u><u>\$ 2,105,593,621</u></u>

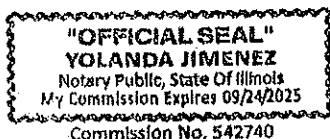
I, Julie Lee, Assistant Vice President of Western Surety Company hereby certify that the above is an accurate representation of the financial statement of the Company dated December 31, 2022, as filed with the various Insurance Departments and is a true and correct statement of the condition of Western Surety Company as of that date.

WESTERN SURETY COMPANY

By Julie Lee
Assistant Vice President, External Reporting

Subscribed and sworn to me this 14th day of March, 2023.

My commission expires:



By Yolanda Jimenez
Notary Public

Agenda Item 11.

Resolution No. 4 - 2024 - Delano-Hitch Recreation Park Aquatic Center Improvements - Contract with CPL Construction Administration

Resolution authorizing the City Manager to accept a proposal and execute a contract with Clark Patterson Lee for construction administration professional engineering services for the Delano-Hitch Recreation Park Aquatic Center Improvements Project in the amount of \$178,000.00

Resolución autorizando al Administrador de la Ciudad a aceptar una propuesta y ejecutar un contrato con Clark Patterson Lee para la administración de la construcción de servicios profesionales de ingeniería para el Proyecto de Mejoras al Centro Acuático del Parque Recreativo Delano-Hitch por la cantidad de \$178,000.00

Background:

A resolution authorizing the City Manager to execute a contract with CPL for professional services in connection with the Delano-Hitch Recreation Park Aquatic Center Improvements Project. Funding in an amount not to exceed \$178,000 shall be derived from the City's allocation of ARPA funds and the 2024 Bond.

ATTACHMENTS:

Description	Upload Date	Type
Resolution approving CPL new pool construction admin services	12/22/2023	Resolution Letter
Delano-Hitch Recreation Park Aquatics Center Improvements - CPL Construction Administration (December 20, 2023)	12/21/2023	Backup Material

RESOLUTION NO.: _____4_____ - 2024

OF

JANUARY 8, 2024

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ACCEPT A PROPOSAL
AND EXECUTE A CONTRACT WITH CLARK PATTERSON LEE
FOR CONSTRUCTION ADMINISTRATION PROFESSIONAL ENGINEERING SERVICES
FOR THE DELANO-HITCH RECREATION PARK
AQUATIC CENTER IMPROVEMENTS PROJECT IN THE AMOUNT OF \$178,000.00

WHEREAS, by Resolution No. 250-2022, the City Council of Newburgh authorized a contract with Clark Patterson Lee in the amount of \$804,000.00 for professional design and bid preparation and management services in the Delano-Hitch Recreation Park Aquatic Center Improvements Project (the "Project"); and

WHEREAS, Clark Patterson Lee has submitted a letter proposal for professional construction administration engineering services for the new construction phase of the Project; and

WHEREAS the cost of the services an amount not to exceed \$178,000.00 shall be derived from an allocation of funding received under the American Rescue Plan Act of 2021 and a 2024 bond; and

WHEREAS, this Council determines that accepting the proposal and executing a contract with Clark Patterson Lee 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 the letter proposal and execute a professional construction administration engineering services agreement with Clark Patterson Lee for the new construction phase of the Delano-Hitch Recreation Park Aquatic Center Improvements Project in an amount not to exceed \$178,000.00.



December 20, 2023

Jason Morris, PE
Commissioner of Public Works & City Engineer
City of Newburgh
83 Broadway
Newburgh, NY 12550

Re: Delano-Hitch Recreation Park Aquatic Center Improvements CA services

Dear Mr. Morris:

CPL has been working with the city on the Delano-Hitch Recreation Park Aquatic Center Demolition and Construction projects. We have completed Design and CA for the demolition portion and Design for the improvements package portion of the project. This proposal is to provide the City with CA (Construction Administration) services related to the improvements portion of the project.

THE APPROACH:

SCOPE OF WORK:

Our scope of work will include one general phase which will last for the duration of the Project (approximately 17 months). This phase is the Construction Administration Phase - Improvements. Below is an itemized list of work expected during this phase.

CONSTRUCTION ADMINISTRATION PHASE:

- CPL will provide Construction Administration for the duration of the improvements project.
- Project duration is expected to last 17 months (through May 2025), which CPL will be attending bi-weekly (2 hour) on-site progress meetings (34 total).
- Attend an on-site pre-construction conference with the City, Construction Manager and Contractors.
- Meetings (2 hour) on site with owner once-a-month for a duration of 17 months (17 total).
- Review all submittals and shop drawings for conformance with the contract documents; review, verify and approve contractor submittals; maintain records of accepted and rejected submittals.
- Six site visits by various trades as needed.
- Respond to contractor requests-for-information (RFIs).
- Review any potential change order requests and make a recommendation to the City.



- Review, verify and approve requests for payment from the contractors, check progress against milestones.
- Prepare a punch list and verify when items are complete.
- Close out Department of Health Inspection and certification.
- Review and approve closeout documents at project completion.

SITE VISIT SCHEDULE:

We anticipate the following on-site visits and meetings:

- Pre-construction conference.
- bi-weekly on-site progress meetings (34 total).
- Meetings on site with owner once-a-month for a duration of 17 months (17 total).
- Six site visits by various trades as needed.
- Punch list/substantial completion.
- Final inspection.

FEE FOR BASIC CA PROFESSIONAL SERVICES

Our fee for Basic CA Services shall be a Lump Sum plus reimbursable expenses based on our understanding of the project. Based on the above, a break down in fees and assumed distribution of compensation is as follows:

Construction Administration Phase	\$ 175,000.00
*Reimbursables:	\$ 3,000.00
Total CA Fee and Reimbursables Budget Estimate:	\$ 178,000.00

Very truly yours,

Timothy J. Moot, PG
Vice President



AGREEMENT

ARTICLE 1 INITIAL INFORMATION

§ 1.1 The City hereby designates the Engineer as the "ARCHITECT/ENGINEER" for the Project and all references to the "ARCHITECT/ENGINEER" in the Contract Documents shall be understood to mean the Engineer. The Engineer shall assume all of the duties and responsibilities and have all of the rights and authority assigned to the "ARCHITECT/ENGINEER" in the Contract Documents.

§ 1.2 The Engineer's fee: Construction Administration - Improvements component of the Project shall not exceed the amount of **ONE HUNDRED SEVENTY-EIGHT THOUSAND AND 00/100 (\$178,000.00) DOLLARS** for the term of this Agreement. The expenses of document reproduction, postage and delivery shall be reimbursed at cost. Mileage shall be reimbursed at the IRS business standard mileage rate then in effect at the time such mileage is incurred.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide professional services as set forth in this Agreement. The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement or shall cause such services to be performed by appropriately licensed design professionals.

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

§ 2.3 The Architect shall provide its services in conjunction with the services of a Construction Manager as described in AIA Document C132™-2019, Standard Form of Agreement Between Owner and Construction Manager as Adviser. The Architect shall not be responsible for actions taken by the Construction Manager.

§ 2.4 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

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

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 and include usual and customary architectural, civil, plumbing, structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Supplemental or Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner.



§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner, the Construction Manager, and the Owner's other consultants. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner, the Construction Manager, and the Owner's other consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission or inconsistency, in such services or information.

§ 3.1.3 The Architect shall not be responsible for an Owner's or Construction Manager's directive or substitution, or for the Owner's acceptance of non-conforming Work, made or given without the Architect's written approval.

§ 3.1.4 The Architect shall, in coordination with the Construction Manager, contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities.

§ 3.1.5 The Architect shall assist the Owner and Construction Manager in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.2 Construction Phase Services

§ 3.2.1 General

§ 3.2.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A232™-2019, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition. If the Owner and Contractor modify AIA Document A232-2019, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.2.1.2 The Architect shall advise and consult with the Owner and Construction Manager during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractors' failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for acts or omissions of the Construction Manager, or acts or omissions of the Contractors or of any other persons or entities performing portions of the Work.

§ 3.2.1.3 Subject to Section 4.2, and except as provided in Section 3.2.6.5, the Architect's responsibility to provide Construction Phase Services commences with the award of the initial Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 3.2.2 Evaluations of the Work

§ 3.2.2.1 The Architect shall visit the site bi-weekly to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner and the Construction Manager (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Construction Manager, and (3) defects and deficiencies observed in the Work.



§ 3.2.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents and shall notify the Construction Manager about the rejection. Whenever the Architect considers it necessary or advisable, the Architect, upon written authorization from the Owner and notification to the Construction Manager, shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractors, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 3.2.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of the Construction Manager, Owner, or Contractors through the Construction Manager. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.2.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by the Owner and Contractors, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.2.2.5 Unless the Owner and Contractors designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A232-2019, the Architect, with the assistance of the Construction Manager, shall render initial decisions on Claims between the Owner and Contractors as provided in the Contract Documents.

§ 3.2.3 Certificates for Payment to Contractor

§ 3.2.3.1 Not more frequently than monthly, the Architect shall review and certify an application for payment. Within seven days after the Architect receives an application for payment forwarded from the Construction Manager, the Architect shall review and certify the application as follows:

1. The Architect shall review the Contractor's Application and Certificate for Payment that the Construction Manager has previously reviewed and certified. The Architect shall certify the amount due the Contractor and shall issue a Certificate for Payment in such amount.

§ 3.2.3.2 The Architect's certification for payment shall constitute a representation to the Owner, based on (1) the Architect's evaluation of the Work as provided in Section 3.6.2, (2) the data comprising the Contractor's Application for Payment or the data comprising the Project Application for Payment, and (3) the recommendation of the Construction Manager, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractors are entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.

§ 3.2.3.3 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate each Contractor's right to payment, or (4) ascertained how or for what purpose that Contractor has used money previously paid on account of the Contract Sum.

§ 3.2.3.4 The Architect shall maintain a record of the Applications and Certificates for Payment.



§ 3.2.4 Submittals

§ 3.2.4.1 The Architect shall review the Construction Manager's Project submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect's action in reviewing submittals transmitted by the Construction Manager shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in the Architect's professional judgment, to permit adequate review.

§ 3.2.4.2 The Architect shall review and approve, or take other appropriate action upon, the Contractors' submittals such as Shop Drawings, Product Data and Samples, that the Construction Manager has reviewed, recommended for approval, and transmitted to the Architect. The Architect's review of the submittals shall only be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractors' responsibilities. The Architect's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.2.4.3 If the Contract Documents specifically require the Contractors to provide professional design services or certifications by a design professional related to systems, materials or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractors' design professionals, provided the submittals bear such professionals' seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

§ 3.2.4.4 After receipt of the Construction Manager's recommendations, and subject to the provisions of Section 4.2, the Architect shall review and respond to requests for information about the Contract Documents. The Architect, in consultation with the Construction Manager, shall set forth in the Contract Documents the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

§ 3.2.4.5 The Architect shall maintain a record of submittals and copies of submittals transmitted by the Construction Manager in accordance with the requirements of the Contract Documents.

§ 3.2.5 Changes in the Work

§ 3.2.5.1 The Architect shall review and sign, or take other appropriate action, on Change Orders and Construction Change Directives prepared by the Construction Manager for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.2.5.2 The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Such changes shall be effected by written order issued by the Architect through the Construction Manager.

§ 3.2.5.3 The Architect shall maintain records relative to changes in the Work.



§ 3.2.6 Project Completion

§ 3.2.6.1 The Architect, assisted by the Construction Manager, shall:

- .1 conduct inspections to determine the date of Substantial Completion and the date of final completion;
- .2 issue a Certificate of Substantial Completion prepared by the Construction Manager;
- .3 review written warranties and related documents required by the Contract Documents and received from the Contractors, through the Construction Manager; and
- .4 after receipt of a final Contractor's Application and Certificate for Payment or a final Project Application and Project Certificate for Payment from the Construction Manager, issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

§ 3.2.6.2 The Architect's inspections shall be conducted with the Owner and Construction Manager to (1) check conformance of the Work with the requirements of the Contract Documents and (2) verify the accuracy and completeness of the lists submitted by the Construction Manager and Contractors of Work to be completed or corrected.

§ 3.2.6.3 When Substantial Completion has been achieved, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid each of the Contractors, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.2.6.4 The Architect shall forward to the Owner the following information received from the Contractors, through the Construction Manager: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens, or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractors under the Contract Documents.

§ 3.2.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner and Construction Manager to review the facility operations and performance.

ARTICLE 4 CLAIMS AND DISPUTES

§ 4.1 General

§ 4.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 4.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A232-2019, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the Construction Manager, contractors, consultants, agents and employees of any of them, similar waivers in favor of the other parties enumerated herein.



§ 4.1.3 The Architect shall indemnify and hold the Owner and the Owner's officers and employees harmless from and against damages, losses and judgments arising from claims by third parties, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent they are caused by the negligent acts or omissions of the Architect, its employees and its consultants in the performance of professional services under this Agreement. The Architect's obligation to indemnify and hold the Owner and the Owner's officers and employees harmless does not include a duty to defend. The Architect's duty to indemnify the Owner under this Section 8.1.3 shall be limited to the available proceeds of the insurance coverage required by this Agreement.

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

§ 4.2 Mediation

§ 4.2.1 Any claim, dispute, or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 4.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 4.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 4.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:

(Check the appropriate box.)

☒ Arbitration pursuant to Section 8.3 of this Agreement

☐ Litigation in a court of competent jurisdiction

☐ Other: (Specify)

If the Owner and Architect do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.

§ 4.3 Arbitration

§ 4.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration, which, unless the parties mutually agree otherwise, shall be administered



by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.

§ 4.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

§ 4.3.2 The foregoing agreement to arbitrate, and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement, shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

§ 4.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 4.3.4 Consolidation or Joinder

§ 4.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation, (2) the arbitrations to be consolidated substantially involve common issues of law or fact, and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 4.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 4.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

§ 4.4 The provisions of this Article 8 shall survive the termination of this Agreement.

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

OWNER (Signature)

(Printed name and title)



ARCHITECT/ENGINEER (Signature)

Timothy J. Moot, PG – Vice President
(Printed name and title)

Agenda Item 12.

Resolution No. 5 - 2024 - City of Newburgh Fiscal Recovery Act Banking Services Agreement with OSC

Resolution authorizing the City Manager to execute Banking Services Contract No. T00294A with the New York State Office of the State Comptroller

Resolución por la que se autoriza al Administrador Municipal a suscribir el Contrato de Servicios Bancarios n° T00294A con la Oficina del Contralor del Estado de Nueva York.

Background:

This contract (T000294) is for reimbursement of Key Capture Services related to the City of Newburgh Fiscal Recovery Act Banking Services Agreement. This contract replaces T00079A for reimbursement of Key Capture services related to the City of Newburgh's special debt service fund that was established under section 15 of chapter 223 of the Laws of 2010. These services are required by law through December 31, 2025. Contract T000079 needed to be replaced due to significant changes to technology and security since 2010 in order to meet OSC and the City of Newburgh's needs. T000079 expired on October 31, 2023 and was replaced by Contract T000294.

ATTACHMENTS:

Description	Upload Date	Type
Resolution approving T00294A OSC Banking Services Agreement	12/21/2023	Resolution Letter
T000294 contract between the City of Newburgh and OSC	12/18/2023	Backup Material

RESOLUTION NO.: ____5____-2024

OF

JANUARY 8, 2024

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE
BANKING SERVICES CONTRACT NO. T00294A
WITH THE NEW YORK STATE OFFICE OF THE STATE COMPTROLLER**

WHEREAS, chapter 223 of the Laws of 2010 enacted the City of Newburgh Fiscal Recovery Act (the "Act"); and

WHEREAS, in connection with the continuing duties imposed upon the State Comptroller by the Act, the State Comptroller entered into Contract No. T000294 for banking services with KeyBank, N.A. on November 1, 2023 to replace Contract No. T000079 which expired on October 31, 2023; and

WHEREAS, in connection with the continue duties imposed upon the City by the Act, the City has requested that the State Comptroller continue to include check truncation and electronic item presentment services as part of the banking services and the City has agreed to continue to pay for all expenses related to such services; and

WHEREAS, continuing Key Capture® Services requires the City to enter Contract No. T00294A with the State Comptroller to replace Contract No. T000079A; the same being in the best interest of the City of Newburgh;

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 Contract No. T00294A with the New York State Office of the State Comptroller for check truncation and electronic item presentment services as part of the banking services related to the duties and obligations under the Newburgh Fiscal Recovery Act.

NEW YORK STATE OFFICE OF THE STATE COMPTROLLER
KEY CAPTURE® SERVICES IN CONNECTION WITH
THE CITY OF NEWBURGH FISCAL RECOVERY ACT
CONTRACT WITH THE CITY OF NEWBURGH
CONTRACT No. T00294A

THIS AGREEMENT ("Agreement") is between the New York State (the "State") Office of the State Comptroller, by the Department of Audit and Control ("OSC"), whose main office and principal place of business is 110 State Street, Albany, New York 12236, and the City of Newburgh ("City"), whose office is located at 83 Broadway, Newburgh, New York 12550.

WITNESSETH

WHEREAS, chapter 223 of the Laws of 2010 enacted the City of Newburgh Fiscal Recovery Act ("Act"); and

WHEREAS, in connection with the continuing duties imposed upon the State Comptroller (defined below) by the Act, the State Comptroller has entered into Contract No. T000294 ("Banking Services Agreement") with KeyBank, N.A. ("Bank"), made as of November 1, 2023, to replace Contract T000079 which expired on October 31, 2023 for banking services; and

WHEREAS, the City has requested that the State Comptroller continue to include check truncation and electronic item presentment services ("Key Capture® Services") as part of the banking services; and

WHEREAS, the City has agreed to continue to pay for all expenses related to the Key Capture® Services; and, to meet this need, the State Comptroller and the City agree to enter into Contract No. T00294A to replace Contract T00079A to reimburse the State Comptroller for Key Capture® Services.

NOW, THEREFORE, in consideration of the mutual covenants herein set forth, the parties do agree as follows:

1. TERM

This Agreement shall become effective upon execution hereof on behalf of the State Comptroller and shall continue in effect until the expiration or termination of the Banking Services Agreement, the expiration or termination of Attachment 4 (Key Capture® Service Agreement) of the Banking Services Agreement, or the termination of this Contract, whichever occurs first.

2. MERGER OF DOCUMENTS/CONFLICT OF CLAUSES

This Agreement is inclusive of the following documents and appendices. Only documents expressly mentioned below shall be deemed a part of this Agreement. Conflicts between these documents shall be resolved in the following order of precedence:

1. Appendix A – Standard Clauses for New York State Contracts;
2. Agreement – (this document); and
3. Attachment 1 – Fee Schedule.

3. BILLING AND PAYMENT

OSC will bill the City on an annual (or other basis as determined by OSC) for all charges billed to OSC by the Bank in connection with the City's use of the Key Capture® Services.

Invoices shall be submitted to:

**Janice Gaston
Comptroller
83 Broadway
Newburgh, New York 12550**

The City shall pay the amount of such charges within 30 days following the receipt of such invoice. The amount of such charges shall be governed by the provisions of Attachment 1 (Fee Schedule), (which is aligned with Section 7 (Pricing) of Attachment 4 (Key Capture® Service Schedule) and Exhibit 7 (Fee Schedule) of the Banking Services Agreement.

Payments by the City under this Agreement shall be wired or sent by ACH to the New York State General Checking Account and shall include a reference to this Contract T00294A.

Notice of payment should be sent to cashmanagement@osc.ny.gov when payment is made. Any questions about this process should be directed to OSC's Cash Management Unit at the same email address.

4. DEFINITIONS

Whenever used herein, the following terms shall have the following meanings:

- A. "Account" shall mean the "City of Newburgh Tax Allocation Account" established pursuant to the Banking Services Agreement.
- B. "Application" shall mean the Key Capture® product and related software for the creation and transmission of Electronic Files.
- C. "Authorized Person" shall mean any officer or employee of the City authorized in writing by the City's Collecting Officer to deposit checks into the Account using the Key Capture® Services.
- D. "Bank" shall mean KeyBank, N.A.
- E. "Banking Services Agreement" shall mean the agreement for banking services in connection with the City of Newburgh Fiscal Recovery Act entered into by the State Comptroller and the Bank as of December 7, 2010 (Contract No. T000079), as amended, and replaced by Contract T000294 as of November 1, 2023.
- F. "City" shall mean the City of Newburgh.
- G. "Collecting Officer" shall mean the officer empowered to collect and receive City taxes.
- H. "Documentation" shall mean all materials provided to the City by the Bank pursuant to the Banking Services Agreement, whether supplied in print form or on magnetic tape or other media, which explain or facilitate the use of the Application including, without limitation, user manuals, standard operational manuals or instructions, training materials, flow charts, logic diagrams, systems manuals, programming manuals, and modification manuals.
- I. "Electronic File" or "File" shall mean an electronic data file created by use of the Application which contains one or more Electronic Items.

- J. "Electronic Items" shall mean the electronic images of Original Checks created by the City for transmission to the Bank. For all purposes herein, including the Documentation, any other agreements with the Bank relating to the Account, and the application of applicable law to the Key Capture® Services, an Electronic Item shall be deemed a "check" and/or an "item" as such terms are used and defined in the Uniform Commercial Code, the Expedited Funds Availability Act, Regulation CC and Regulation J of the Federal Reserve Board, and other applicable check law and rules to the same extent that the Original Check is a check and/or an item.
- K. "Key Capture® Services" means the Bank's check Truncation and Electronic Item presentment services.
- L. "MICR Line" shall mean the numbers that are printed near the bottom of an Original Check in magnetic ink in accordance with generally applicable industry standards, which may include the bank routing number, account number, check number, check amount, and other information.
- M. "Original Check" shall mean the first paper check issued with respect to a particular payment transaction.
- N. "Substitute Check" shall mean a paper reproduction of the Original Check that (a) contains an image of the front and back of the Original Check, (b) bears a MICR Line containing all the information appearing on the MICR Line of the Original Check, except as provided under generally acceptable industry standards for substitute checks to facilitate the processing of substitute checks, (c) conforms, in paper stock, dimension and otherwise, with generally applicable industry standards for substitute checks, and (d) is suitable for automated processing in the same manner as the Original Check.
- O. "State Comptroller" means the Office of the Comptroller of the State of New York.
- P. "Truncate" shall mean removing an original paper check from the check collection or return process and sending to a recipient, in lieu of such Original Check, an electronic image of the Original Check.

5. USE OF KEY CAPTURE® SERVICES BY THE CITY

Use of Key Capture® Services by the City shall be governed by the provisions of this Section.

- A. Only the City's Collecting Officer or an Authorized Person may use the Key Capture® Services to deposit a check into the Account. In order to use the Key Capture® Services for such purpose, the City's Collecting Officer or an Authorized Person shall (i) create an Electronic Item of the Original Check, (ii) include the Electronic Item in an Electronic File, and (iii) transmit the Electronic File to the Bank.
- B. Electronic Items shall be created by using one or more scanners, which may or may not be provided by the Bank to the City as part of the Key Capture® Services. If the Bank does not provide scanners to the City as part of the Key Capture® Services, the City shall acquire scanners from a third-party vendor, provided that scanners acquired from a third-party vendor shall be compatible with the Bank's systems as specified from time to time. The City shall be solely responsible for installing and connecting the scanners in accordance with instructions, if any, provided by the Bank. The City shall use scanners only at the City's authorized, designated location. The Bank shall be responsible for repairing or replacing scanners provided to the City as part of the Key Capture® Services which are either defective or not functioning properly under normal use, but the Bank shall not be responsible for repairing or replacing the scanners acquired from a third-party vendor. The Bank shall also not be responsible for any deficiency caused in whole or in part by inaccurate or deficient data, images, programs, or technology.

provided or created by any party other than the Bank, including without limitation, any failure or consequence of a failure of the scanners to function as purported by such other party, or any loss arising from theft, damage, misuse, or destruction of the scanners. The Bank makes no warranties, express or implied, regarding any scanner, including any implied warranties of merchantability, non-infringement, or fitness for a particular purpose.

- C. Electronic Files shall be created and transmitted to the Bank using the Application. An Electronic File transmitted to the Bank shall not be deemed received by the Bank until the City has received an electronic deposit receipt from the Bank. The City shall print a paper copy of each such receipt and retain such copy as a City record.
- D. Upon receipt of an Electronic File by the Bank: (i) the Bank shall be the lawful owner of such Electronic File and of each Electronic Item in such Electronic File, and (ii) except as otherwise provided in this section, the Bank shall process such Electronic Items either as electronic image exchange items or as Substitute Checks, forward the same for collection and presentment for payment by the paying bank subject to applicable laws and regulations and clearinghouse rules, and deposit the amount of the Electronic Items into the Account. Electronic Items accepted by the Bank before the Bank's cut-off time and availability schedule in effect for Electronic Items shall be posted to the Account for settlement that banking day. Such availability schedule is set forth in Attachment 5.1 (Deposit Account Agreement and Funds Availability Policy) of the Banking Services Agreement, which shall remain in effect until amended by mutual agreement between the Bank and the State Comptroller.
- E. The Bank, in its sole discretion, may repair an Electronic Item, or the related MICR line information, prior to processing and collecting the Electronic Item. If the Bank detects an error in an Electronic Item or Electronic File transmitted by the City, and the Bank determines not to process such Electronic Item or Electronic File, the Bank shall promptly notify the City. The City shall thereafter transmit to the Bank a corrected Electronic Item or a corrected Electronic File, or deposit the related Original Check for check processing to the Account. The City shall be solely responsible for any loss if an Electronic Item or Electronic File cannot be processed for any reason and the Original Check is unavailable for collection.
- F. With respect to any return of an Electronic Item, or if the Bank fails to receive final settlement for an Electronic Item for whatever reason, the Bank may charge back the amount of the returned Electronic Item to the Account. If the Bank returns to the City an Original Check, a Truncated check, a Substitute Check, or an Electronic Item without cashing it or depositing the funds into the Account, the City may attempt to redeposit the Original Check, Truncated check, Substitute Check, or Electronic Item by including it as an Electronic Item in an Electronic File and transmitting the Electronic File to the Bank.
- G. If the Bank receives an Electronic File from the City and, prior to accepting an Electronic Item in the Electronic File for deposit, determines that the Electronic Item duplicates an Electronic Item that had been previously transmitted to the Bank and deposited into the Account, the Bank shall immediately notify the City of the duplicate Electronic Item and shall not include the amount of the duplicate for deposit. If the Bank accepts an Electronic Item or Electronic File for deposit and thereafter determines that the Electronic Item duplicates an Electronic Item that had been previously transmitted to the Bank and deposited into the Account, the Bank may charge back the duplicate Electronic Item to the Account.
- H. After Truncation of an Original Check, and receipt by the Bank of an Electronic File containing the Electronic Item of the Original Check, the City shall retain the Original Check for a minimum period of thirty (30) calendar days. Original Checks retained by the City shall be stored securely and safeguarded so as to prevent: (i) unauthorized submission or resubmission for deposit to the Bank or any other financial institution, and (ii) unauthorized transfer for value to any other person or entity.

- I. The City shall not maintain copies of Electronic Items or Electronic Files. For accounting, auditing and other legal purposes, however, the City may keep electronic records regarding its receipt and deposit of Original Checks, provided such internal electronic records cannot be used to generate duplicate Electronic Items and Electronic Files for purposes of depositing and presenting Original Checks for payment.
- J. The City shall not at any time Truncate or create an Electronic Item for:
 - i. Any foreign checks, drafts, or other items drawn on any financial institution that is not located in any State (as defined in Regulation CC) in the United States (including certain designated U.S. Territories that are included as States);
 - ii. Any automated clearing house entry subject to the rules of the National Automated Clearing House Association;
 - iii. Any Substitute Check created by the Bank or any other person or entity, except as provided in subdivision G of this Section 5 for the redeposit of a returned check or returned Electronic Item;
 - iv. U.S. savings bonds; and
 - v. Other items which are not eligible for check image collection and presentment.
- K. The City's Collecting Officer shall establish and may revoke the authority of Authorized Persons to deposit checks into the Account using the Key Capture® Services. The Collecting Officer shall establish and revoke such authority by providing written directions to the Bank. The authority of an Authorized Person set forth in such written directions shall remain in effect, and the Bank may rely on such authority, until the Bank receives another written direction expressly revoking such authority. Written directions either establishing or revoking such authority shall be effective immediately upon receipt thereof by the Bank. The Collecting Officer may hand deliver such written directions to the Bank.
- L. The Bank shall require the Collecting Officer to register a digital certificate which will enable the Collecting Officer to initiate deposits to the Account by personal computer through the Internet. Upon receiving written directions from the Collecting Officer establishing the authority of an Authorized Person to deposit checks into the Account using the Key Capture® Services, the Bank shall require such Authorized Person to register a digital certificate which will enable that Authorized Person to initiate deposits to the Account by personal computer through the Internet. The Bank shall also assign to the Collecting Officer and to each Authorized Person an identification number ("Login ID") and a temporary Password. Upon receiving written direction from the Collecting Officer revoking the authority of a City officer or employee to deposit checks into the Account using the Key Capture® Services, the Bank shall invalidate immediately the Login ID and Password of such officer or employee to prevent that person from continuing to use the Key Capture® Services for that purpose. Upon notification to the Bank's satisfaction that there has been a change in the person holding the position of Collecting Officer, the Bank shall invalidate immediately the Login ID and Password of the former Collecting Officer and shall assign the new Collecting Officer a Login ID and a temporary Password.
- M. Upon receipt of a temporary password from the Bank, the City's Collecting Officer and each Authorized Person shall immediately change the temporary password to a unique password. The Collecting Officer and each such Authorized Person shall ensure that their Login ID and changed password are not made known to any person.

- N. The City's Collecting Officer shall have an alternate plan for depositing checks into the Account if the Key Capture® Services are unavailable for any reason.

6. NOTICES

Any legal notice or other legal communication given pursuant to this Agreement shall be in writing and addressed to such party at the address set forth in this Agreement, and shall be effective:

- (i) When delivered personally to the party for whom intended; or
- (ii) Upon actual receipt by the intended party if such notice or other communication is either sent by overnight mail service, or United State Postal Service mail (certified mail, return receipt requested, or first-class postage prepaid).

The following are the names and contact information for OSC and the Contractor. The parties shall notify each other, as soon as possible of any change.

OSC:

Title: Director of Finance
Address: Office of the State Comptroller
110 State Street, Stop 13-2
Albany, NY 12236-0001
Email: rfp@osc.ny.gov

OSC Regional Office:

Name: Dara Disko-McCagg
Address: Newburgh Regional Office
33 Airport Center Drive, Suite 103
New Windsor, NY 12553
Email: ddisko-mccagg@osc.ny.gov

City:

Name: Janice Gaston
City Comptroller
City of Newburgh
Address: 83 Broadway
Newburgh, NY 12550
Email: jgaston@cityofnewburgh-ny.gov

With a copy to:

Name: Todd Venning
City Manager/CEO & CAO
Chief Fiscal Officer
Address: City Hall
83 Broadway
Newburgh, NY 12550
Email: tvenning@cityofnewburgh-ny.gov

7. TERMINATION

The State Comptroller may terminate this Contract and the Key Capture® Services provided by the Bank

pursuant to Article XVIII (Termination) of the Banking Services Agreement, with or without cause, upon a minimum of thirty (30) days written notice. Termination by the State Comptroller of this Contract and the Key Capture® Services shall not impact the remaining services provided pursuant to the Banking Services Agreement.

8. LIABILITY AND INDEMNIFICATION

The State Comptroller shall have no liability whatsoever to either the Bank or the City in connection with the City's use of the Key Capture® Services. The City shall fully indemnify, defend, and hold harmless the State Comptroller and the State of New York from all claims, suits, actions, judgments, liabilities, damages, and costs (including legal fees and expenses) caused by the intentional wrongful act, omission, or negligence, gross negligence, willful misconduct, fraud, or failure to comply with applicable laws of the City, its officers, employees, or agents in connection with the City's use of Key Capture® Services, without limitation.

The City shall be fully liable for any act or omission of the City and its Staff and shall fully indemnify, defend, and hold harmless OSC and the State, their officials, agents, and employees, without limitation, from suits, actions, damages, and costs of every name and description (including reasonable attorneys' fees and expenses) arising from any act or omission of the City or its Staff, including bodily or personal injury (including wrongful death); damage to real or tangible personal property (including electronic systems, software, and databases); damage to intellectual property; and infringement or violation of a third party's patent, copyright, license, or other proprietary or intellectual property right; provided, however, that the City shall not be obligated to indemnify OSC or the State for that portion of any claim, loss, or damage arising hereunder due to the negligent act or failure to act of OSC or the State.

9. MISCELLANEOUS

A. WAIVER

The waiver by either party of any default or breach of this Agreement shall not constitute a waiver of any other subsequent default or breach.

B. SEVERABILITY

If any term or provision of this Agreement shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and every other term and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.

C. SURVIVAL

The provisions of Section 8. (Liability and Indemnification), shall survive the expiration or termination of this Agreement.

10. ENTIRE AGREEMENT/APPROVALS

This Agreement and the appendices, exhibits, and attachments hereto constitute the entire Agreement between the parties and no statement, promise, condition, understanding, inducement, or representation, oral or written, expressed or implied, which is not contained herein shall be binding or valid. The Agreement shall not be changed, modified, or altered in any manner except by an amendment executed by the parties.

THE REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

Contract Number T00294A

In addition to the acceptance of this Agreement, the OSC signature on this page also certifies that originals of this signature page will be attached to all other originals of this Agreement.

CONTRACT NUMBER: T00294A

CITY OF NEWBURGH

OFFICE OF THE STATE COMPTROLLER

SIGNATURE

SIGNATURE

PRINTED NAME

JEREMY DISARE
PRINTED NAME

TITLE

DIRECTOR OF FINANCIAL ADMINISTRATION
TITLE

DATE

DATE

CORPORATE ACKNOWLEDGEMENT

STATE OF

}

COUNTY OF

}

SS.:

}

On the _____ day of _____ in the year 20_____, before me personally appeared _____, known to me to be the person who executed the foregoing instrument, who, acknowledged to me that he/she/they maintain(s) an office at _____, and further that he/she/they is/are the _____ of _____; the municipality described in the foregoing instrument; that he/she/they is/are authorized to execute the foregoing instrument on behalf of the municipality for purposes set forth therein; and that, pursuant to that authority, he/she/they executed the foregoing instrument in the name of and on behalf of the municipality as the act and deed of the municipality.

Notary Public
Registration No.

APPENDIX A

STANDARD CLAUSES FOR OSC CONTRACTS

The parties to the attached contract, license, lease, amendment or other agreement of any kind (hereinafter, "the contract" or "this contract") agree to be bound by the following clauses which are hereby made a part of the contract (the word "Contractor" herein refers to any party other than the State, whether a contractor, licensor, licensee, lessor, lessee or any other party):

1. **EXECUTORY CLAUSE.** In accordance with Section 41 of the State Finance Law, the State shall have no liability under this contract to the Contractor or to anyone else beyond funds appropriated and available for this contract.

2. **NON-ASSIGNMENT CLAUSE.** In accordance with Section 138 of the State Finance Law, this contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the State's previous written consent, and attempts to do so are null and void. Notwithstanding the foregoing, such prior written consent of an assignment of a contract let pursuant to Article XI of the State Finance Law may be waived at the discretion of the contracting agency and with the concurrence of the State Comptroller where the original contract was subject to the State Comptroller's approval, where the assignment is due to a reorganization, merger or consolidation of the Contractor's business entity or enterprise. The State retains its right to approve an assignment and to require that any Contractor demonstrate its responsibility to do business with the State. The Contractor may, however, assign its right to receive payments without the State's prior written consent unless this contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.

3. **COMPTROLLER'S APPROVAL.** In accordance with Section 112 of the State Finance Law, if this contract exceeds \$50,000 (or \$75,000 for State University of New York or City University of New York contracts for goods, services, construction and printing, and \$150,000 for State University Health Care Facilities) or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount, or if, by this contract, the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds \$25,000, it shall not be valid, effective or binding upon the State until it has been approved by the State Comptroller and filed in his office. Comptroller's approval of contracts let by the Office of General Services, either for itself or its customer agencies by the Office of General Services Business Services Center, is required when such contracts exceed \$85,000. Comptroller's approval of contracts established as centralized contracts through the Office of General Services is required when such contracts exceed \$125,000, and when a purchase order or other procurement transaction issued under such centralized contract exceeds \$200,000.

4. **WORKERS' COMPENSATION BENEFITS.** In accordance with Section 142 of the State Finance Law, this contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

5. **NON-DISCRIMINATION REQUIREMENTS.** To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment, nor subject any individual to harassment, because of age, race, creed, color, national origin, citizenship or immigration status, sexual orientation, gender identity or expression, military status, sex, disability, predisposing genetic characteristics, familial status, marital status, or domestic violence victim status or because the individual has opposed any practices forbidden under the Human Rights Law or has filed a complaint, testified, or assisted in any proceeding under the Human Rights Law. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this contract shall be performed within the State of New York, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform

the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

6. WAGE AND HOURS PROVISIONS. If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by the State of any State approved sums due and owing for work done upon the project.

7. NON-COLLUSIVE BIDDING CERTIFICATION. In accordance with Section 139-d of the State Finance Law, if this contract was awarded based upon the submission of bids, Contractor affirms, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. Contractor further affirms that, at the time Contractor submitted its bid, an authorized and responsible person executed and delivered to the State a non-collusive bidding certification on Contractor's behalf.

8. INTERNATIONAL BOYCOTT PROHIBITION. In accordance with Section 220-f of the Labor Law and Section 139-h of the State Finance Law, if this contract exceeds \$5,000, the Contractor agrees, as a material condition of the contract, that neither the Contractor nor any substantially owned or affiliated person, firm, partnership or corporation has participated, is participating, or shall participate in an international boycott in violation of the federal Export Administration Act of 1979 (50 USC App. Sections 2401 et seq.) or regulations thereunder. If such Contractor, or any of the aforesaid affiliates of Contractor, is convicted or is otherwise found to have violated said laws or regulations upon the final determination of the United States Commerce Department or any other appropriate agency of the United States subsequent to the contract's execution, such contract, amendment or modification thereto shall be rendered forfeit and void. The Contractor shall so notify the State Comptroller within five (5) business days of such conviction, determination or disposition of appeal (2 NYCRR § 105.4).

9. SET-OFF RIGHTS. The State shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, the State's option to withhold for the purposes of set-off any moneys due to the Contractor under this contract up to any amounts due and owing to the State with regard to this contract, any other contract with any State department or agency, including any contract for a term commencing prior to the term of this contract, plus any amounts due and owing to the State for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto. The State shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the State agency, its representatives, or the State Comptroller.

10. RECORDS. The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (hereinafter, collectively, the "Records"). The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The State Comptroller, the Attorney General and any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this contract, shall have access to the Records during normal business hours at an office of the Contractor

within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying. The State shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (i) the Contractor shall timely inform an appropriate State official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the State's right to discovery in any pending or future litigation.

11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION. (a) Identification Number(s). Every invoice or New York State Claim for Payment submitted to a New York State agency by a payee, for payment for the sale of goods or services or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property must include the payee's identification number. The number is any or all of the following: (i) the payee's Federal employer identification number, (ii) the payee's Federal social security number, and/or (iii) the payee's Vendor Identification Number assigned by the Statewide Financial System. Failure to include such number or numbers may delay payment. Where the payee does not have such number or numbers, the payee, on its invoice or Claim for Payment, must give the reason or reasons why the payee does not have such number or numbers.

(b) Privacy Notification. (1) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the State is mandatory. The principal purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their tax liabilities and to generally identify persons affected by the taxes administered by the Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. (2) The personal information is requested by the purchasing unit of the agency contracting to purchase the goods or services or lease the real or personal property covered by this contract or lease. The information is maintained in the Statewide Financial System by the Vendor Management Unit within the Bureau of State Expenditures, Office of the State Comptroller, 110 State Street, Albany, New York 12236.

12. EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN. In accordance with Section 312 of the Executive Law and 5 NYCRR Part 143, if this contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of \$25,000.00, whereby a contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the contracting agency; or (ii) a written agreement in excess of \$100,000.00 whereby a contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; or (iii) a written agreement in excess of \$100,000.00 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project, then the following shall apply and by signing this agreement the Contractor certifies and affirms that it is Contractor's equal employment opportunity policy that:

(a) The Contractor will not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status, shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on State contracts and will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. Affirmative action shall mean recruitment, employment, job assignment, promotion, upgradings, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation;

(b) at the request of the contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union or

representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein; and

(c) the Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the State contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

Contractor will include the provisions of (a), (b), and (c) above, in every subcontract over \$25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (the "Work") except where the Work is for the beneficial use of the Contractor. Section 312 does not apply to: (i) work, goods or services unrelated to this contract; or (ii) employment outside New York State. The State shall consider compliance by a contractor or subcontractor with the requirements of any federal law concerning equal employment opportunity which effectuates the purpose of this clause. The contracting agency shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such federal law and if such duplication or conflict exists, the contracting agency shall waive the applicability of Section 312 to the extent of such duplication or conflict. Contractor will comply with all duly promulgated and lawful rules and regulations of the Department of Economic Development's Division of Minority and Women's Business Development pertaining hereto.

13. **CONFLICTING TERMS.** In the event of a conflict between the terms of the contract (including any and all attachments thereto and amendments thereof) and the terms of this Appendix A, the terms of this Appendix A shall control.

14. **GOVERNING LAW.** This contract shall be governed by the laws of the State of New York except where the Federal supremacy clause requires otherwise.

15. **LATE PAYMENT.** Timeliness of payment and any interest to be paid to Contractor for late payment shall be governed by Article 11-A of the State Finance Law to the extent required by law.

16. **NO ARBITRATION.** Disputes involving this contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily authorized), but must, instead, be heard in a court of competent jurisdiction of the State of New York.

17. **SERVICE OF PROCESS.** In addition to the methods of service allowed by the State Civil Practice Law & Rules ("CPLR"), Contractor hereby consents to service of process upon it by registered or certified mail, return receipt requested. Service hereunder shall be complete upon Contractor's actual receipt of process or upon the State's receipt of the return thereof by the United States Postal Service as refused or undeliverable. Contractor must promptly notify the State, in writing, of each and every change of address to which service of process can be made. Service by the State to the last known address shall be sufficient. Contractor will have thirty (30) calendar days after service hereunder is complete in which to respond.

18. **PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS.** The Contractor certifies and warrants that all wood products to be used under this contract award will be in accordance with, but not limited to, the specifications and provisions of Section 165 of the State Finance Law, (Use of Tropical Hardwoods) which prohibits purchase and use of tropical hardwoods, unless specifically exempted, by the State or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the responsibility of the contractor to establish to meet with the approval of the State.

In addition, when any portion of this contract involving the use of woods, whether supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in § 165 State Finance Law. Any such use must meet with the approval of the State; otherwise, the bid may not be considered responsive. Under bidder

certifications, proof of qualification for exemption will be the responsibility of the Contractor to meet with the approval of the State.

19. MACBRIDE FAIR EMPLOYMENT PRINCIPLES. In accordance with the MacBride Fair Employment Principles (Chapter 807 of the Laws of 1992), the Contractor hereby stipulates that the Contractor either (a) has no business operations in Northern Ireland, or (b) shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Fair Employment Principles (as described in Section 165 of the New York State Finance Law), and shall permit independent monitoring of compliance with such principles.

20. OMNIBUS PROCUREMENT ACT OF 1992. It is the policy of New York State to maximize opportunities for the participation of New York State business enterprises, including minority- and women-owned business enterprises as bidders, subcontractors and suppliers on its procurement contracts.

Information on the availability of New York State subcontractors and suppliers is available from:

NYS Department of Economic Development
Division for Small Business and Technology Development
625 Broadway
Albany, New York 12245
Telephone: 518-292-5100

A directory of certified minority- and women-owned business enterprises is available from:

NYS Department of Economic Development
Division of Minority and Women's Business Development
633 Third Avenue 33rd Floor
New York, NY 10017
646-8467364
Email: mwbebbusinessdev@esd.ny.gov
<https://ny.newnycontracts.com/FrontEnd/searchcertifieddirectory.asp>

The Omnibus Procurement Act of 1992 (Chapter 844 of the Laws of 1992, codified in State Finance Law § 139-i and Public Authorities Law § 2879(3)(n)-(p)) requires that by signing this bid proposal or contract, as applicable, Contractors certify that whenever the total bid amount is greater than \$1 million:

- (a) The Contractor has made reasonable efforts to encourage the participation of New York State Business Enterprises as suppliers and subcontractors, including certified minority- and women-owned business enterprises, on this project, and has retained the documentation of these efforts to be provided upon request to the State;
- (b) The Contractor has complied with the Federal Equal Opportunity Act of 1972 (P.L. 92-261), as amended;
- (c) The Contractor agrees to make reasonable efforts to provide notification to New York State residents of employment opportunities on this project through listing any such positions with the Job Service Division of the New York State Department of Labor, or providing such notification in such manner as is consistent with existing collective bargaining contracts or agreements. The Contractor agrees to document these efforts and to provide said documentation to the State upon request; and
- (d) The Contractor acknowledges notice that the State may seek to obtain offset credits from foreign countries as a result of this contract and agrees to cooperate with the State in these efforts.

21. RECIPROCITY AND SANCTIONS PROVISIONS. Bidders are hereby notified that if their principal place of business is located in a country, nation, province, state or political subdivision that

penalizes New York State vendors, and if the goods or services they offer will be substantially produced or performed outside New York State, the Omnibus Procurement Act 1994 and 2000 amendments (Chapter 684 and Chapter 383, respectively, codified in State Finance Law § 165(6) and Public Authorities Law § 2879(5))) require that they be denied contracts which they would otherwise obtain. NOTE: As of May 2023, the list of discriminatory jurisdictions subject to this provision includes the states of South Carolina, Alaska, West Virginia, Wyoming, Louisiana and Hawaii.

22. COMPLIANCE WITH BREACH NOTIFICATION AND DATA SECURITY LAWS. Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law §§ 899-aa and 899-bb and State Technology Law § 208).

23. COMPLIANCE WITH CONSULTANT DISCLOSURE LAW. If this is a contract for consulting services, defined for purposes of this requirement to include analysis, evaluation, research, training, data processing, computer programming, engineering, environmental, health, and mental health services, accounting, auditing, paralegal, legal or similar services, then, in accordance with Section 163 (4)(g) of the State Finance Law (as amended by Chapter 10 of the Laws of 2006), the Contractor shall timely, accurately and properly comply with the requirement to submit an annual employment report for the contract to the agency that awarded the contract, the Department of Civil Service and the State Comptroller.

24. PROCUREMENT LOBBYING. To the extent this agreement is a "procurement contract" as defined by State Finance Law §§ 139-j and 139-k, by signing this agreement the contractor certifies and affirms that all disclosures made in accordance with State Finance Law §§ 139-j and 139-k are complete, true and accurate. In the event such certification is found to be intentionally false or intentionally incomplete, the State may terminate the agreement by providing written notification to the Contractor in accordance with the terms of the agreement.

25. CERTIFICATION OF REGISTRATION TO COLLECT SALES AND COMPENSATING USE TAX BY CERTAIN STATE CONTRACTORS, AFFILIATES AND SUBCONTRACTORS. To the extent this agreement is a contract as defined by Tax Law § 5-a, if the contractor fails to make the certification required by Tax Law § 5-a or if during the term of the contract, the Department of Taxation and Finance or the covered agency, as defined by Tax Law § 5-a, discovers that the certification, made under penalty of perjury, is false, then such failure to file or false certification shall be a material breach of this contract and this contract may be terminated, by providing written notification to the Contractor in accordance with the terms of the agreement, if the covered agency determines that such action is in the best interest of the State.

26. IRAN DIVESTMENT ACT. By entering into this Agreement, Contractor certifies in accordance with State Finance Law § 165-a that it is not on the "Entities Determined to be Non-Responsive Bidders/Offerers pursuant to the New York State Iran Divestment Act of 2012" ("Prohibited Entities List") posted at: <https://ogs.ny.gov/iran-divestment-act-2012>

Contractor further certifies that it will not utilize on this Contract any subcontractor that is identified on the Prohibited Entities List. Contractor agrees that should it seek to renew or extend this Contract, it must provide the same certification at the time the Contract is renewed or extended. Contractor also agrees that any proposed Assignee of this Contract will be required to certify that it is not on the Prohibited Entities List before the contract assignment will be approved by the State.

During the term of the Contract, should the state agency receive information that a person (as defined in State Finance Law § 165-a) is in violation of the above-referenced certifications, the state agency will review such information and offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment activity which is in violation of the Act within 90 days after the determination of such violation, then the state agency shall take such action as may be appropriate and provided for by law, rule, or contract, including, but not limited to, imposing sanctions, seeking compliance, recovering damages, or declaring the Contractor in default.

The state agency reserves the right to reject any bid, request for assignment, renewal or extension for an entity that appears on the Prohibited Entities List prior to the award, assignment, renewal or extension of a contract, and to pursue a responsibility review with respect to any entity that is awarded a contract and appears on the Prohibited Entities list after contract award.

27. ADMISSIBILITY OF REPRODUCTION OF CONTRACT. Notwithstanding the best evidence rule or any other legal principle or rule of evidence to the contrary, the Contractor acknowledges and agrees that it waives any and all objections to the admissibility into evidence at any court proceeding or to the use at any examination before trial of an electronic reproduction of this contract, in the form approved by the State Comptroller, if such approval was required, regardless of whether the original of said contract is in existence.

June 2023

ATTACHMENT 1

FEE SCHEDULE

FEE SCHEDULE DETAILS					
Service Codes	Services	Annual Estimated Quantity	Monthly Estimated Quantity	Unit Price	Total Service Charges
AFP10	<i>Depository Services</i>				
10 02 00	Deposits Key Capture® Tickets	240	20	\$0.55	\$11.00
10 99 99	RDC Monthly Fee	12	1	\$50.00	\$50.00
10 02 1B	RDC Scanned Items	7,200	600	\$0.12	\$72.00
Monthly Estimated Total:					\$133.00
Annual Estimated Total*:					\$1,596.00

Agenda Item 13.

Resolution No. 6 - 2024 - 257 Liberty Street - Release of Restrictive Covenants

Resolution authorizing the execution of a Release of Restrictive Covenants and Right of Re-Entry from a deed issued to 257 Liberty, LLC to the premises known as 257 Liberty Street (Section 18, Block 8, Lot 1.1)

Resolución que autoriza la ejecución de una Liberación de Convenios Restrictivos y Derecho de Reingreso de una escritura emitida a 257 Liberty, LLC a las instalaciones conocidas como 257 Liberty Calle (Sección 18, Manzana 8, Lote 1.1)

ATTACHMENTS:

Description	Upload Date	Type
Resolution and Proposed Release	12/21/2023	Resolution Letter
Backup, 257 Liberty ROC	12/21/2023	Backup Material

RESOLUTION NO.: ____6____-2024

OF

JANUARY 8, 2024

A RESOLUTION AUTHORIZING THE EXECUTION OF A RELEASE OF
RESTRICTIVE COVENANTS AND RIGHT OF RE-ENTRY FROM A DEED ISSUED TO
257 LIBERTY, LLC TO THE PREMISES KNOWN AS
257 LIBERTY STREET (SECTION 18, BLOCK 8, LOT 1.1)

WHEREAS, on March 23, 2017, the City of Newburgh conveyed property located at 257 Liberty Street, being more accurately described on the official Tax Map of the City of Newburgh as Section 18, Block 8, Lot 11., to 257 Liberty, LLC; and

WHEREAS, the current owner, Newburgh Progress Housing Development Fund Company, Inc. (by Emily Hamilton, Managing Director of Real Estate Development for RUPCO, Inc.), has requested a release of the restrictive covenants contained in the deed from the City of Newburgh; and

WHEREAS, this Council believes it is in the best interest of the City of Newburgh and its further development 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 257 Liberty Street, Section 18, Block 8, Lot 1.1 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 23, 2017, from THE CITY OF NEWBURGH to 257 LIBERTY, LLC, recorded in the Orange County Clerk's Office on March 23, 2017, in Book 14204, Page 1677 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: _____, 2023

THE CITY OF NEWBURGH

By: _____
Todd Venning, City Manager
Pursuant to Res. No.: ____-2024

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

On the ____ day of January in the year 2024, before me, the undersigned, a Notary Public in and for said State, personally appeared TODD VENNING, 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

Department of Code Compliance
123 Grand Street, Newburgh, New York 12550
Phone: (845) 569-7400 / Fax: (845) 569-0096

TO: Todd Venning, City Manager

CC: Alexandra Church, Director of Planning and Development
Jeremy Kaufman, Assistant Corporation Counsel

FROM: Francis J. Spinelli, Fire Chief/Interim Building Inspector

DATE: December 18, 2023

SUBJECT: 257 Liberty Street, Release of Restrictive Covenants Inspection

I conducted an inspection of 257 Liberty Street on November 21, 2023. I also reviewed the property file kept at the Department of Code Compliance. Below are my findings:

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

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

There are no open permits or open permit applications.

The property contains a mercantile space on the first floor and offices on the second floor.

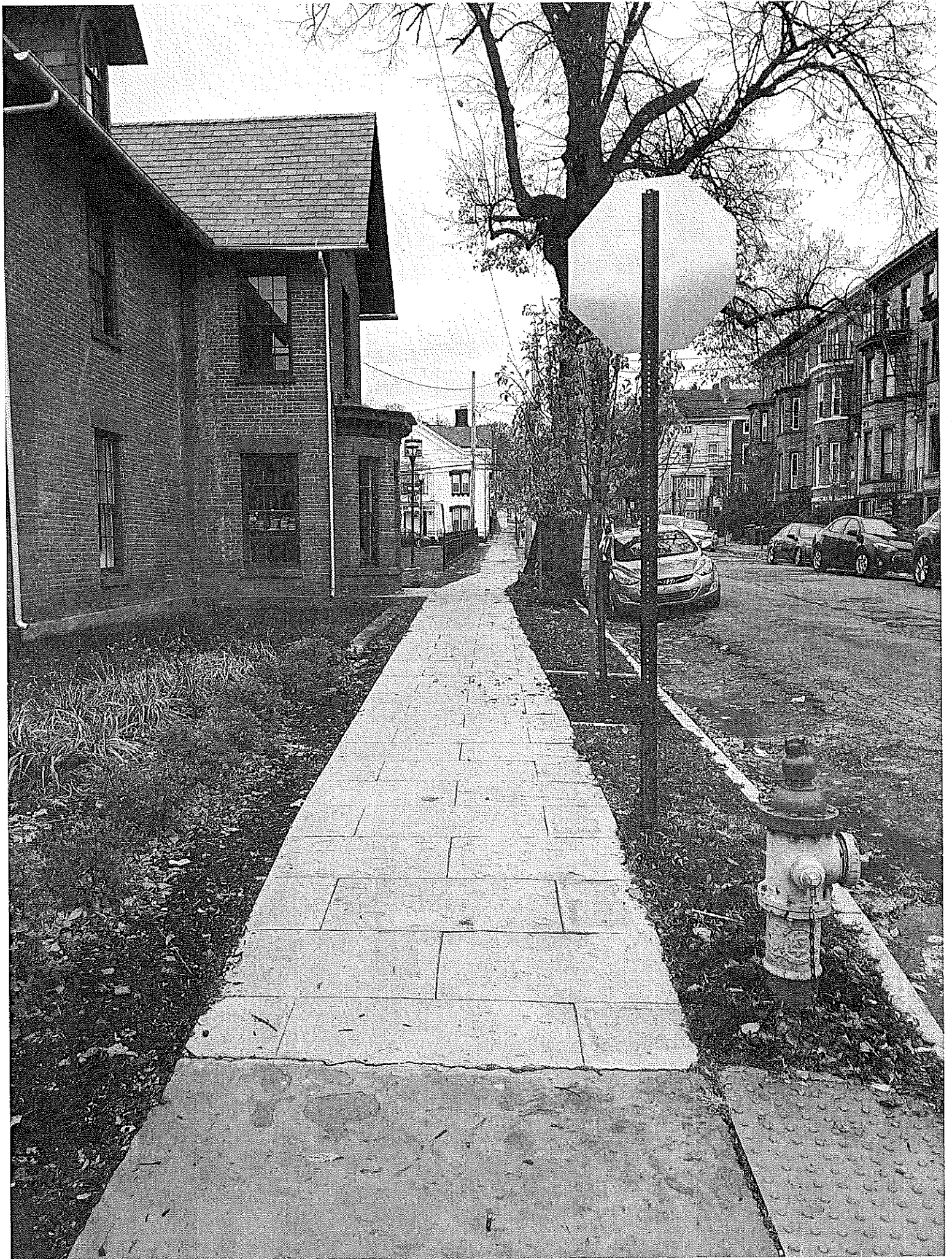
There is a valid Certificate of Occupancy in the property file dated July 7, 2022, for offices and a maximum occupancy of 15 persons. Both observed uses comply with this C of O.

Thank you,

Francis J. Spinelli
Fire Chief/Interim Building Inspector







Agenda Item 14.

Resolution No. 7 - 2024 - Police Department Bicycle Surplus

Resolution declaring 26 bicycles as surplus

Excedente de bicicletas del Departamento de Policía

Background:

The City of Newburgh Police Department has a surplus of 26 bicycles for disposal. The surplus property will be disposed of under the City's surplus property disposition policy which is derived from Chapter 97 of the City Code.

ATTACHMENTS:

Description	Upload Date	Type
Resolution declaring 26 bicycles surplus	12/22/2023	Resolution Letter
Surplus Inventory	12/19/2023	Backup Material

RESOLUTION NO.: _____7_____ - 2024

OF

JANUARY 8, 2024

A RESOLUTION DECLARING 26 BICYCLES AS SURPLUS

WHEREAS, the City of Newburgh Police Department has reported that it is in possession of 26 bicycles which are of no use by the City of Newburgh; and

WHEREAS, the City Departments have requested that the bicycles be designated as surplus and sold; and

WHEREAS, the City Council has determined that declaring the 26 bicycles as surplus 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 26 bicycles listed on the surplus inventory list annexed here to and made part hereof are hereby declared to be surplus and of no further use or value to the City of Newburgh; and

BE IT FURTHER RESOLVED, that the City Manager and/or City Comptroller be and they are hereby authorized to execute any required documents and conduct all necessary transactions to dispose of said surplus bicycles in accordance with the City of Newburgh's Surplus Property Disposition Policy and Procedure adopted by Resolution No. 174-2014 of July 14, 2014.



Surplus Tracker

[illegible]

Agenda Item 15.

Resolution No. 8 - 2024 - ETPA - Rent Guidelines Board Member Recommendations

ETPA - Recomendaciones de los miembros de la Junta Directiva sobre alquileres

ATTACHMENTS:

Description	Upload Date	Type
Resolution No. 8 - 2024 - RGB Recommendations	1/8/2024	Resolution Letter
ETPA relevant regulations	1/3/2024	Backup Material
RGB Application - blank	1/3/2024	Backup Material
Res No 264-2023 declaring housing emergency	1/3/2024	Backup Material

RESOLUTION NO.: 8 - 2024

OF

JANUARY 8, 2024

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEWBURGH
RECOMMENDING NINE CITY RESIDENTS TO SERVE ON
A RENT GUIDELINES BOARD

WHEREAS, by Resolution No. 264-2023 of December 18, 2023, the City Council of the City of Newburgh declared that a public emergency exists for the entire class of housing accommodations subject to regulation in New York State Unconsolidated Laws §8625; and

WHEREAS, following the declaration of a housing emergency, pursuant to New York State Unconsolidated Laws §8624(a), a rent guidelines board created subsequent to the effective date of the chapter of the laws of two thousand nineteen that amended §8624(a) shall consist of nine members, of which two such members shall be representative of tenants, two shall be representative of owners of property and five shall be public members with at least five years' experience in finance, economics or housing, appointed by the commissioner of housing and community renewal upon recommendations of the local legislative body of each city having a population of less than one million which has determined the existence of an emergency; and

WHEREAS, the City Council of the City of Newburgh solicited applications from City residents interested in serving on a rent guidelines board; and

WHEREAS, after review and due deliberation of the applications received, the City Council has identified nine qualified City residents to recommend to the Commissioner of Housing and Community Renewal for appointment to a rent guidelines board, the same being in the best interests of the City of Newburgh;

NOW THEREFORE BE IT RESOLVED, by the City Council of the City of Newburgh hereby recommends to the New York State Commissioner of Housing and Community Renewal for appointment to a rent guidelines board, the following qualified City residents:

Tenant Representative:	Valarie E. Larry Bridget McMillan
Property Owner Representative:	Debra R. Lamb Karen Mejia
Public Member:	Corey Allen Peter Frase John Kasinski Sarah Mazzetti Dino Nguyen

McKinney's Consolidated Laws of New York Annotated

Unconsolidated Laws (Refs & Annos)

Title 23. Rent Control

Chapter 5. Emergency Tenant Protection Act of Nineteen Seventy-Four (Refs & Annos)

McK.Unconsol.Laws § 8623

§ 8623. Local determination of emergency; end of emergency

Currentness

a. The existence of public emergency requiring the regulation of residential rents for all or any class or classes of housing accommodations, including any plot or parcel of land which had been rented prior to May first, nineteen hundred fifty, for the purpose of permitting the tenant thereof to construct or place his own dwelling thereon and on which plot or parcel of land there exists a dwelling owned and occupied by a tenant of such plot or parcel, heretofore destabilized; heretofore or hereafter decontrolled, exempt, not subject to control, or exempted from regulation and control under the provisions of the emergency housing rent control law,¹ the local emergency housing rent control act² or the New York city rent stabilization law of nineteen hundred sixty-nine;³ or subject to stabilization or control under such rent stabilization law, shall be a matter for local determination within each city, town or village. Any such determination shall be made by the local legislative body of such city, town or village on the basis of the supply of housing accommodations within such city, town or village, the condition of such accommodations and the need for regulating and controlling residential rents within such city, town or village. A declaration of emergency may be made as to any class of housing accommodations if the vacancy rate for the housing accommodations in such class within such municipality is not in excess of five percent and a declaration of emergency may be made as to all housing accommodations if the vacancy rate for the housing accommodations within such municipality is not in excess of five percent.

b. The local governing body of a city, town or village having declared an emergency pursuant to subdivision a of this section may at any time, on the basis of the supply of housing accommodations within such city, town or village, the condition of such accommodations and the need for continued regulation and control of residential rents within such municipality, declare that the emergency is either wholly or partially abated or that the regulation of rents pursuant to this act⁴ does not serve to abate such emergency and thereby remove one or more classes of accommodations from regulation under this act. The emergency must be declared at an end once the vacancy rate described in subdivision a of this section exceeds five percent.

c. No resolution declaring the existence or end of an emergency, as authorized by subdivisions a and b of this section, may be adopted except after public hearing held on not less than ten days public notice, as the local legislative body may reasonably provide.

Credits

(L.1974, c. 576, § 4 [§ 3]. Amended L.1980, c. 69, § 4.)

Footnotes

- 1 McK. Unconsol. Laws § 8581 et seq.
- 2 McK. Unconsol. Laws § 8601 et seq.
- 3 McK. Unconsol. Laws § 26-501 et seq. of the Administrative Code of the City of New York, set out following McK. Unconsol. Laws § 8617.
- 4 L.1974, c. 576, § 4.

McKinney's Unconsolidated Laws § 8623, NY UNCON LAWS § 8623

Current through L.2023, chapters 1 to 538. Some statute sections may be more current, see credits for details.

End of Document

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McKinney's Consolidated Laws of New York Annotated

Unconsolidated Laws (Refs & Annos)

Title 23. Rent Control

Chapter 5. Emergency Tenant Protection Act of Nineteen Seventy-Four (Refs & Annos)

McK.Unconsol.Laws § 8624

§ 8624. Establishment of rent guidelines boards; duties

Effective: June 14, 2019

Currentness

a. In each county wherein any city having a population of less than one million or any town or village has determined the existence of an emergency pursuant to section three of this act ¹, there shall be created a rent guidelines board to consist of nine members appointed by the commissioner of housing and community renewal upon recommendation of the county legislature, except that a rent guidelines board created subsequent to the effective date of the chapter of the laws of two thousand nineteen that amended this section shall consist of nine members appointed by the commissioner of housing and community renewal upon recommendations of the local legislative body of each city having a population of less than one million or town or village which has determined the existence of an emergency pursuant to section three of this act. Such recommendation shall be made within thirty days after the first local declaration of an emergency in such county; two such members shall be representative of tenants, two shall be representative of owners of property, and five shall be public members each of whom shall have had at least five years experience in either finance, economics or housing. One public member shall be designated by the commissioner to serve as chairman and shall hold no other public office. No member, officer or employee of any municipal rent regulation agency or the state division of housing and community renewal and no person who owns or manages real estate covered by this law or who is an officer of any owner or tenant organization shall serve on a rent guidelines board. One public member, one member representative of tenants and one member representative of owners shall serve for a term ending two years from January first next succeeding the date of their appointment; one public member, one member representative of tenants and one member representative of owners shall serve for terms ending three years from the January first next succeeding the date of their appointment and three public members shall serve for terms ending four years from January first next succeeding the dates of their appointment. Thereafter, all members shall serve for terms of four years each. Members shall continue in office until their successors have been appointed and qualified. The commissioner shall fill any vacancy which may occur by reason of death, resignation or otherwise in a manner consistent with the original appointment. A member may be removed by the commissioner for cause, but not without an opportunity to be heard in person or by counsel, in his defense, upon not less than ten days notice. Compensation for the members of the board shall be at the rate of one hundred dollars per day, for no more than twenty days a year, except that the chairman shall be compensated at the rate of one hundred twenty-five dollars a day for no more than thirty days a year. The board shall be provided staff assistance by the division of housing and community renewal. The compensation of such members and the costs of staff assistance shall be paid by the division of housing and community renewal which shall be reimbursed in the manner presented in section four of this act. The local legislative body of each city having a population of less than one million and each town and village in which an emergency has been determined to exist as herein provided shall be authorized to designate one person who shall be representative of tenants and one person who shall be representative of owners of property to serve at its pleasure and without compensation to advise and assist the county rent guidelines board in matters affecting the adjustment of rents for housing accommodations in such city, town or village as the case may be.

a-1. Notwithstanding the provisions of subdivision a of this section to the contrary, in each county that became subject to this act pursuant to the chapter of the laws of two thousand nineteen that amended this section, the commissioner shall reconstitute the existing rent guidelines board subsequent to any initial local declaration of emergency within such county for the purpose of

ensuring representation of all cities having a population of less than one million and all towns and villages within such county having determined the existence of an emergency in accordance with this act are represented, pursuant to rules and regulations promulgated by the division of housing and community renewal.

b. A county rent guidelines board shall establish annual guidelines for rent adjustments which, at its sole discretion may be varied and different for and within the several zones and jurisdictions of the board, and in determining whether rents for housing accommodations as to which an emergency has been declared pursuant to this act³ shall be adjusted, shall consider among other things (1) the economic condition of the residential real estate industry in the affected area including such factors as the prevailing and projected (i) real estate taxes and sewer and water rates, (ii) gross operating maintenance costs (including insurance rates, governmental fees, cost of fuel and labor costs), (iii) costs and availability of financing (including effective rates of interest), (iv) over-all supply of housing accommodations and over-all vacancy rates, (2) relevant data from the current and projected cost of living indices for the affected area, (3) such other data as may be made available to it. As soon as practicable after its creation and thereafter not later than July first of each year, a rent guidelines board shall file with the state division of housing and community renewal its findings for the preceding calendar year, and shall accompany such findings with a statement of the maximum rate or rates of rent adjustment, if any, for one or more classes of accommodation subject to this act, authorized for leases or other rental agreements commencing during the next succeeding twelve months. The standards for rent adjustments may be applicable for the entire county or may be varied according to such zones or jurisdictions within such county as the board finds necessary to achieve the purposes of this subdivision. A rent guidelines board shall not establish annual guidelines for rent adjustments based on the current rental cost of a unit or on the amount of time that has elapsed since another rent increase was authorized pursuant to this chapter.

The standards for rent adjustments established annually shall be effective for leases commencing on October first of each year and during the next succeeding twelve months whether or not the board has filed its findings and statement of the maximum rate or rates of rent adjustment by July first of each year. If such lease is entered into before such filing by the board, it may provide for the rent to be adjusted by the rates then in effect, subject to change by the applicable rates of rent adjustment when filed, such change to be effective as of the date of the commencement of the lease. Said lease must provide that, if the new rates of rent adjustment differ for leases of different terms, the tenant has the option of changing the original lease term to any other term for which a rate of rent adjustment is set by the board, with the rental to be adjusted accordingly.

Where a city, town or village shall act to determine the existence of public emergency pursuant to section three of this act¹ subsequent to the establishment of annual guidelines for rent adjustments of the accommodations subject to this act,³ the rent guidelines board as soon as practicable thereafter shall file its findings and rates of rent adjustment for leases or other rental agreements for the housing accommodations in such a city, town or village, which rates shall be effective for leases or other rental agreements commencing on or after the effective date of the determination.

A county rent guidelines board shall establish annual guidelines for rent adjustments which, at its sole discretion may be varied and different for and within the several zones and jurisdictions of the board, and in determining whether rents for housing accommodations as to which an emergency has been declared pursuant to this act shall be adjusted, shall consider among other things (1) the economic condition of the residential real estate industry in the affected area including such factors as the prevailing and projected (i) real estate taxes and sewer and water rates, (ii) gross operating maintenance costs (including insurance rates, governmental fees, cost of fuel and labor costs), (iii) costs and availability of financing (including effective rates of interest), (iv) over-all supply of housing accommodations and over-all vacancy rates, (2) relevant data from the current and projected cost of living indices for the affected area, (3) such other data as may be made available to it. As soon as practicable after its creation and thereafter not later than July first of each year, a rent guidelines board shall file with the state division of housing and community renewal its findings for the preceding calendar year, and shall accompany such findings with a statement of the maximum rate or rates of rent adjustment, if any, for one or more classes of accommodation subject to this act, authorized for leases or other rental agreements commencing during the next succeeding twelve months. The standards for rent adjustments may be applicable for the entire county or may be varied according to such zones or jurisdictions within

such county as the board finds necessary to achieve the purposes of this subdivision. A rent guidelines board shall not establish annual guidelines for rent adjustments based on the current rental cost of a unit or on the amount of time that has elapsed since another rent increase was authorized pursuant to this chapter.

c. In a city having a population of one million or more, the rent guidelines board shall be the rent guidelines board established pursuant to the New York city rent stabilization law of nineteen hundred sixty-nine⁴ as amended, and such board shall have the powers granted pursuant to the New York city rent stabilization law of nineteen hundred sixty-nine⁴ as amended.

d. Maximum rates of rent adjustment shall not be established more than once annually for any housing accommodation within a board's jurisdiction. Once established, no such rate shall, within the one-year period, be adjusted by any surcharge, supplementary adjustment or other modification.

e. Notwithstanding any other provision of this act, the adjustment for vacancy leases covered by the provisions of this act shall be determined exclusively pursuant to section ten of this act. Rent guidelines boards shall no longer promulgate adjustments for vacancy leases.

Credits

(L.1974, c. 576, § 4 [§ 4]. Amended L.1976, c. 486, § 1; L.1979, c. 348, § 1; L.1979, c. 349, § 1; L.1980, c. 330, § 1; L.1983, c. 403, §§ 53, 54; L.2019, c. 36, pt. C, §§ 2, 3, pt. G, § 5, eff. June 14, 2019; L.2019, c. 39, pt. Q, §§ 2, 3, eff. June 24, 2019, deemed eff. June 14, 2019.)

Footnotes

1. McK. Unconsol. Laws § 8623.

2. See McK. Unconsol. Laws § 8628.

3. L.1974, c. 576, § 4.

4. McK. Unconsol. Laws § 26-501 et seq. of the Administrative Code of the City of New York, set out following McK. Unconsol. Laws § 8617.

McKinney's Unconsolidated Laws § 8624, NY UNCON LAWS § 8624

Current through L.2023, chapters 1 to 538. Some statute sections may be more current, see credits for details.

McKinney's Consolidated Laws of New York Annotated
Unconsolidated Laws (Refs & Annos)
Title 23. Rent Control
Chapter 5. Emergency Tenant Protection Act of Nineteen Seventy-Four (Refs & Annos)

McK.Unconsol.Laws § 8625

§ 8625. Housing accommodations subject to regulation

Effective: June 14, 2019

Currentness

a. A declaration of emergency may be made pursuant to section three¹ as to all or any class or classes of housing accommodations in a municipality, except:

(1) housing accommodations subject to the emergency housing rent control law,² or the local emergency housing rent control act,³ other than housing accommodations subject to the New York city rent stabilization law of nineteen hundred sixty-nine;⁴

(2) housing accommodations owned or operated by the United States, the state of New York, any political subdivision, agency or instrumentality thereof, any municipality or any public housing authority;

(3) housing accommodations in buildings in which rentals are fixed by or subject to the supervision of the state division of housing and community renewal under other provisions of law or the New York city department of housing preservation and development or the New York state urban development corporation, or, to the extent that regulation under this act is inconsistent therewith aided by government insurance under any provision of the National Housing Act;⁵

(4)(a) housing accommodations in a building containing fewer than six dwelling units, other than any plot or parcel of land in cities having a population of one million or more which had been rented prior to May first, nineteen hundred fifty, for the purpose of permitting the tenant thereof to construct or place his own dwelling thereon and heretofore or hereafter decontrolled, exempt, not subject to control or exempted from regulation and control under the provisions of the emergency housing rent control law² or the local emergency housing rent control act³ and on which plot or parcel of land there exists a dwelling owned and occupied by a tenant of such plot or parcel;

(b) for purposes of this paragraph four, a building shall be deemed to contain six or more dwelling units if it is part of a multiple family garden-type maisonette dwelling complex containing six or more dwelling units having common facilities such as a sewer line, water main or heating plant and operated as a unit under common ownership, notwithstanding that certificates of occupancy were issued for portions thereof as one- or two-family dwellings.

(5) housing accommodations in buildings completed or buildings substantially rehabilitated as family units on or after January first, nineteen hundred seventy-four;

(5-a) housing accommodations located outside of a city with a population of one million or more in any such buildings that were vacant and unoccupied on June first, two thousand nineteen and had been vacant and unoccupied for at least the one-year period immediately preceding such date;

(6) housing accommodations owned or operated by a hospital, convent, monastery, asylum, public institution, or college or school dormitory or any institution operated exclusively for charitable or educational purposes on a non-profit basis other than (i) those accommodations occupied by a tenant on the date such housing accommodation is acquired by any such institution, or which are occupied subsequently by a tenant who is not affiliated with such institution at the time of his initial occupancy or (ii) permanent housing accommodations with government contracted services, as of and after June fourteenth, two thousand nineteen, to vulnerable individuals or individuals with disabilities who are or were homeless or at risk of homelessness; provided, however, that the terms of leases in existence as of June fourteenth, two thousand nineteen, shall only be affected upon lease renewal, and further provided that upon the vacancy of such housing accommodations, the legal regulated rent for such housing accommodations shall be the legal regulated rent paid for such housing accommodations by the prior tenant, subject only to any adjustment adopted by the applicable rent guidelines board;

(7) rooms or other housing accommodations in hotels, other than hotel accommodations in cities having a population of one million or more not occupied on a transient basis and heretofore subject to the emergency housing rent control law,² the local emergency housing rent control act³ or to the New York city rent stabilization law of nineteen hundred sixty-nine;⁴

(8) any motor court, or any part thereof, any trailer, or trailer space used exclusively for transient occupancy or any part thereof; or any tourist home serving transient guests exclusively, or any part thereof;

The term "motor court" shall mean an establishment renting rooms, cottages or cabins, supplying parking or storage facilities for motor vehicles in connection with such renting and other services and facilities customarily supplied by such establishments, and commonly known as motor, auto or tourist court in the community.

The term "tourist home" shall mean a rooming house which caters primarily to transient guests and is known as a tourist home in the community.

(9) non-housekeeping, furnished housing accommodations, located within a single dwelling unit not used as a rooming or boarding house, but only if:

(a) no more than two tenants for whom rent is paid (husband and wife being considered one tenant for this purpose), not members of the landlord's immediate family, live in such dwelling unit, and

(b) the remaining portion of such dwelling unit is occupied by the landlord or his immediate family.

(10) housing accommodations in buildings operated exclusively for charitable purposes on a non-profit basis except for permanent housing accommodations with government contracted services, as of and after the effective date of the chapter of the laws of two thousand nineteen that amended this paragraph, to vulnerable individuals or individuals with disabilities who are or were homeless or at risk of homelessness; provided, however, that the terms of leases in existence as of the effective date of the chapter of the laws of two thousand nineteen that amended this paragraph, shall only be affected upon lease renewal, and further provided that upon the vacancy of such housing accommodations, the legal regulated rent for such housing accommodations

shall be the legal regulated rent paid for such housing accommodations by the prior tenant, subject only to any adjustment adopted by the applicable rent guidelines board;

(11) housing accommodations which are not occupied by the tenant, not including subtenants or occupants, as his or her primary residence, as determined by a court of competent jurisdiction. For the purposes of determining primary residency, a tenant who is a victim of domestic violence, as defined in section four hundred fifty-nine-a of the social services law, who has left the unit because of such violence, and who asserts an intent to return to the housing accommodation shall be deemed to be occupying the unit as his or her primary residence. For the purposes of this paragraph, where a housing accommodation is rented to a not-for-profit hospital for residential use, affiliated subtenants authorized to use such accommodations by such hospital shall be deemed to be tenants. For the purposes of this paragraph, where a housing accommodation is rented to a not-for-profit for providing, as of and after the effective date of the chapter of the laws of two thousand nineteen that amended this paragraph, permanent housing to individuals who are or were homeless or at risk of homelessness, affiliated subtenants authorized to use such accommodations by such not-for-profit shall be deemed to be tenants. No action or proceeding shall be commenced seeking to recover possession on the ground that a housing accommodation is not occupied by the tenant as his or her primary residence unless the owner or lessor shall have given thirty days notice to the tenant of his or her intention to commence such action or proceeding on such grounds.

(12) Repealed by L.2019, c. 36, pt. D, § 6, eff. June 14, 2019; L.2019, c. 39, pt. Q, § 5, eff. June 24, deemed eff. June 14, 2019.

(13) Repealed by L.2019, c. 36, pt. D, § 3, eff. June 14, 2019.

(14) (i) housing accommodations owned as a cooperative or condominium unit which are or become vacant on or after the effective date of this paragraph, except that this subparagraph shall not apply to units occupied by non-purchasing tenants under section three hundred fifty-two-ccc of the general business law until the occurrence of a vacancy. (ii) This paragraph shall not apply, however, to or become effective with respect to housing accommodations which the commissioner determines or finds the landlord or any person acting on his or her behalf, with intent to cause the tenant to vacate, engaged in any course of conduct (including, but not limited to, interruption or discontinuance of required services) which interfered with or disturbed or was intended to interfere with or disturb the comfort, repose, peace or quiet of the tenant in his or her use or occupancy of the housing accommodations. In connection with such course of conduct any other general enforcement provision of this act shall also apply;

b. Notwithstanding any other provision of this section, nothing shall prevent the declaration of an emergency pursuant to section three of this act¹ for rental housing accommodations located in buildings or structures which are subject to the provisions of article eighteen of the private housing finance law.

Credits

(L.1974, c. 576, § 4 [§ 5]. Amended L.1978, c. 655, § 137; L.1980, c. 69, § 5; L.1983, c. 403, § 55; L.1984, c. 940, § 3; L.1985, c. 67, § 5; L.1993, c. 253, §§ 8, 17; L.1997, c. 116, § 7-a. eff. June 19, 1997, § 9, eff. Jan. 1, 1998; L.2003, c. 82, § 2, eff. June 20, 2003; L.2010, c. 422, § 3, eff. Aug. 30, 2010; L.2011, c. 97, pt. B, §§ 10, 29, eff. June 24, 2011; L.2015, c. 20, pt. A, § 8, eff. June 26, 2015, deemed eff. June 15, 2015; L.2019, c. 36, pt. D, §§ 3, 6, pt. G, § 4, pt. J, § 1, eff. June 14, 2019; L.2019, c. 39, pt. Q, §§ 5, 17, eff. June 24, 2019, deemed eff. June 14, 2019.)

Footnotes

- 1 McK. Unconsol. Laws § 8623.
- 2 McK. Unconsol. Laws § 8581 et seq.
- 3 McK. Unconsol. Laws § 8601 et seq.
- 4 McK. Unconsol. Laws § 26-501 et seq. of the Administrative Code of the City of New York, set out following McK. Unconsol. Laws § 8617.
- 5 12 USCA § 1701 et seq.

McKinney's Unconsolidated Laws § 8625, NY UNCON LAWS § 8625

Current through L.2023, chapters 1 to 538. Some statute sections may be more current, see credits for details.

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McKinney's Consolidated Laws of New York Annotated

Unconsolidated Laws (Refs & Annos)

Title 23. Rent Control

Chapter 5. Emergency Tenant Protection Act of Nineteen Seventy-Four (Refs & Annos)

McK.Unconsol.Laws § 8626

§ 8626. Regulation of rents

Effective: November 21, 2022

Currentness

a. Notwithstanding the provisions of any lease or other rental agreement, no owner shall, on or after the first day of the first month or other rental period following a declaration of emergency pursuant to section three,¹ which date shall be referred to in this act² as the local effective date, charge or collect any rent in excess of the initial legal regulated rent or adjusted initial legal regulated rent until such time as a different legal regulated rent shall be authorized pursuant to guidelines adopted by a rent guidelines board pursuant to section four.³

b. The initial legal regulated rents for housing accommodations in a city having a population of less than one million or a town or village as to which a declaration of emergency has been made pursuant to this act shall be:

(1) For housing accommodations subject to the emergency housing rent control law⁴ which become vacant on or after the local effective date of this act, the rent agreed to by the landlord and the tenant and reserved in a lease or provided for in a rental agreement; provided that such initial legal regulated rent may be adjusted on application of the owner or tenant pursuant to subdivision a of section nine of this act;⁵ and provided further that no increase of such initial regulated rent pursuant to annual guidelines adopted by the rent guidelines board shall become effective until the expiration of the first lease or rental agreement taking effect after the local effective date, but in no event before one year from the commencement of such rental agreement.

(2) For all other housing accommodations, the rent reserved in the last effective lease or other rental agreement; provided that an initial rent based upon the rent reserved in a lease or other rental agreement which became effective on or after January first, nineteen hundred seventy-four may be adjusted on application of the tenant pursuant to subdivision b of section nine of this act or on application of either the owner or tenant pursuant to subdivision a of such section; and further provided that if a lease is entered into for such housing accommodations after the local effective date, but before the effective date of the first guidelines applicable to such accommodations, the lease may provide for an adjustment of rent pursuant to such guidelines, to be effective on the first day of the month next succeeding the effective date of such guidelines.

c. The initial legal regulated rents for housing accommodations in a city having a population of one million or more shall be the initial rent established pursuant to the New York city rent stabilization law of nineteen hundred sixty-nine as amended.⁶

d. Provision shall be made pursuant to regulations under this act for individual adjustment of rents where:

(1) there has been a substantial modification or increase of dwelling space, or installation of new equipment or improvements or new furniture or furnishings, provided in or to a tenant's housing accommodation, on written informed tenant consent to the rent increase. In the case of a vacant housing accommodation, tenant consent shall not be required. The temporary increase in the legal regulated rent for the affected housing accommodation shall be one-one hundred sixty-eighth, in the case of a building with thirty-five or fewer housing accommodations or one-one hundred eightieth in the case of a building with more than thirty-five housing accommodations where such increase takes effect on or after the effective date of the chapter of the laws of two thousand nineteen that amended this paragraph, of the total actual cost incurred by the landlord up to fifteen thousand dollars in providing such reasonable and verifiable modification or increase in dwelling space, furniture, furnishings, or equipment, including the cost of installation but excluding finance charges and any costs that exceed reasonable costs established by rules and regulations promulgated by the division of housing and community renewal. Such rules and regulations shall include: (i) requirements for work to be done by licensed contractors and a prohibition on common ownership between the landlord and the contractor or vendor; and (ii) a requirement that the owner resolve within the dwelling space all outstanding hazardous or immediately hazardous violations of the Uniform Fire Prevention and Building Code (Uniform Code), New York City Fire Code, or New York City Building and Housing Maintenance Codes, if applicable. Provided further that an owner who is entitled to a rent increase pursuant to this paragraph shall not be entitled to a further rent increase based upon the installation of similar equipment, or new furniture or furnishings within the useful life of such new equipment, or new furniture or furnishings. Provided further that the recoverable costs incurred by the landlord, pursuant to this paragraph, shall be limited to an aggregate cost of fifteen thousand dollars that may be expended on no more than three separate individual apartment improvements in a fifteen year period beginning with the first individual apartment improvement on or after June fourteenth, two thousand nineteen. Provided further that increases to the legal regulated rent pursuant to this paragraph shall be removed from the legal regulated rent thirty years from the date the increase became effective inclusive of any increases granted by the applicable rent guidelines board.

(2) there has been since January first, nineteen hundred seventy-four an increase in the rental value of the housing accommodations as a result of a substantial rehabilitation of the building or the housing accommodation therein which materially adds to the value of the property or appreciably prolongs its life, excluding ordinary repairs, maintenance, and replacements, or

(3) there has been since January first, nineteen hundred seventy-four a major capital improvement essential for the preservation, energy efficiency, functionality, or infrastructure of the entire building, improvement of the structure including heating, windows, plumbing and roofing, but shall not be for operation costs or unnecessary cosmetic improvements. An adjustment under this paragraph shall be in an amount sufficient to amortize the cost of the improvements pursuant to this paragraph over a twelve-year period for a building with thirty-five or fewer housing accommodations, or a twelve and one-half period for a building with more than thirty-five housing accommodations and shall be removed from the legal regulated rent thirty years from the date the increase became effective inclusive of any increases granted by the applicable rent guidelines board, for any determination issued by the division of housing and community renewal after the effective date of the chapter of the laws of two thousand nineteen that amended this paragraph. Temporary major capital improvement increases shall be collectable prospectively on the first day of the first month beginning sixty days from the date of mailing notice of approval to the tenant. Such notice shall disclose the total monthly increase in rent and the first month in which the tenant would be required to pay the temporary increase. An approval for a temporary major capital improvement increase shall not include retroactive payments. The collection of any increase shall not exceed two percent in any year from the effective date of the order granting the increase over the rent set forth in the schedule of gross rents, with collectability of any dollar excess above said sum to be spread forward in similar increments and added to the rent as established or set in future years. Upon vacancy, the landlord may add any remaining balance of the temporary major capital improvement increase to the legal regulated rent. Notwithstanding any other provision of the law, the collection of any rent increases for any renewal lease commencing on or after June 14, 2019, due to any major capital improvements approved on or after June 16, 2012 and before June 16, 2019 shall not exceed two percent in any year for any tenant in occupancy on the date the major capital improvement was approved, or

(3-a) an application for a temporary major capital improvement increase has been filed, a tenant shall have sixty days from the date of mailing of a notice of a proceeding in which to answer or reply. The state division of housing and community renewal shall provide any responding tenant with the reasons for the division's approval or denial of such application; or

(4) an owner by application to the state division of housing and community renewal for increases in the rents in excess of the rent adjustment authorized by the rent guidelines board under this act establishes a hardship, and the state division finds that the rate of rent adjustment is not sufficient to enable the owner to maintain approximately the same ratio between operating expenses, including taxes and labor costs but excluding debt service, financing costs, and management fees, and gross rents which prevailed on the average over the immediate preceding five year period, or for the entire life of the building if less than five years, or

(5) as an alternative to the hardship application provided under paragraph four of this subdivision, owners of buildings acquired by the same owner or a related entity owned by the same principals three years prior to the date of application may apply to the division for increases in excess of the level of applicable guideline increases established under this law based on a finding by the commissioner that such guideline increases are not sufficient to enable the owner to maintain an annual gross rent income for such building which exceeds the annual operating expenses of such building by a sum equal to at least five percent of such gross rent. For the purposes of this paragraph, operating expenses shall consist of the actual, reasonable, costs of fuel, labor, utilities, taxes, other than income or corporate franchise taxes, fees, permits, necessary contracted services and non-capital repairs, insurance, parts and supplies, management fees and other administrative costs and mortgage interest. For the purposes of this paragraph, mortgage interest shall be deemed to mean interest on a bona fide mortgage including an allocable portion of charges related thereto. Criteria to be considered in determining a bona fide mortgage other than an institutional mortgage shall include; condition of the property, location of the property, the existing mortgage market at the time the mortgage is placed, the term of the mortgage, the amortization rate, the principal amount of the mortgage, security and other terms and conditions of the mortgage. The commissioner shall set a rental value for any unit occupied by the owner or a person related to the owner or unoccupied at the owner's choice for more than one month at the last regulated rent plus the minimum number of guidelines increases or, if no such regulated rent existed or is known, the commissioner shall impute a rent consistent with other rents in the building. The amount of hardship increase shall be such as may be required to maintain the annual gross rent income as provided by this paragraph. The division shall not grant a hardship application under this paragraph or paragraph four of this subdivision for a period of three years subsequent to granting a hardship application under the provisions of this paragraph. The collection of any increase in the rent for any housing accommodation pursuant to this paragraph shall not exceed six percent in any year from the effective date of the order granting the increase over the rent set forth in the schedule of gross rents, with collectability of any dollar excess above said sum to be spread forward in similar increments and added to the rent as established or set in future years. No application shall be approved unless the owner's equity in such building exceeds five percent of: (i) the arms length purchase price of the property; (ii) the cost of any capital improvements for which the owner has not collected a surcharge; (iii) any repayment of principal of any mortgage or loan used to finance the purchase of the property or any capital improvements for which the owner has not collected a surcharge; and (iv) any increase in the equalized assessed value of the property which occurred subsequent to the first valuation of the property after purchase by the owner. For the purposes of this paragraph, owner's equity shall mean the sum of (i) the purchase price of the property less the principal of any mortgage or loan used to finance the purchase of the property, (ii) the cost of any capital improvement for which the owner has not collected a surcharge less the principal of any mortgage or loan used to finance said improvement, (iii) any repayment of the principal of any mortgage or loan used to finance the purchase of the property or any capital improvement for which the owner has not collected a surcharge, and (iv) any increase in the equalized assessed value of the property which occurred subsequent to the first valuation of the property after purchase by the owner.

This subdivision shall apply to accommodations outside a city of one million or more.

e. Notwithstanding any contrary provisions of this act, on and after July first, nineteen hundred eighty-four the legal regulated rent shall be the rent registered pursuant to section twelve-a of this act⁷ subject to any modification imposed pursuant to this act.

f. Notwithstanding any inconsistent provision of law, rule, regulation, contract, agreement, lease or other obligation, no owner, in addition to the authorized collection of rent, shall demand, receive or retain a security deposit or advance payment which exceeds the rent of one month for or in connection with the use or occupancy of a housing accommodation by (i) any tenant who is sixty-five years of age or older for any lease or lease renewal entered into after July 1, 1996 or (ii) any tenant who is receiving disability retirement benefits or supplemental security income pursuant to the federal social security act⁸ for any lease or lease renewal entered into after July 1, 2002.

f-1. An owner, lessor or agent thereof shall be prohibited from assessing a lessee any fee, surcharge or other charges for legal services in connection with the operation or rental of a residential unit unless the owner, lessor or agent has the legal authority to do so pursuant to a court order. Legal services include, but are not limited to, court fees, legal representation, attorney fees, notary public charges, and administrative fees incurred by the owner, lessor or agent in connection with management of the building, including actions and proceedings in a court of law. Any agreement or assessment to the contrary shall be void as contrary to public policy.

g. No owner of a housing accommodation subject to the provisions of this section shall impose any surcharge for the installation and use of a tenant-installed air conditioner unit where the tenant pays for electric utility service.

Credits

(L.1974, c. 576, § 4 [§ 6]. Amended L.1983, c. 403, §§ 2, 55-a; L.1984, c. 102, § 1; L.1990, c. 749, § 4; L.1993, c. 253, § 20; L.1996, c. 256, § 1; L.1997, c. 116, § 23, eff. June 19, 1997; L.2002, c. 532, § 1, eff. Sept. 17, 2002; L.2011, c. 97, pt. B, § 18, eff. June 24, 2011; L.2015, c. 20, pt. A, § 30, eff. June 26, 2015, deemed eff. June 15, 2015; L.2019, c. 36, pt. B, § 4, pt. K, §§ 1, 9, 13, eff. June 14, 2019; L.2019, c. 39, pt. Q, §§ 18, 26, eff. June 24, 2019, deemed eff. June 14, 2019; L.2021, c. 695, § 2, eff. Dec. 21, 2021; L.2022, c. 619, § 2, eff. Nov. 21, 2022.)

Footnotes

1 McK. Unconsol. Laws § 8623.

2 L.1974, c. 576, § 4.

3 McK. Unconsol. Laws § 8624.

4 McK. Unconsol. Laws § 8581 et seq.

5 McK. Unconsol. Laws § 8629.

6 McK. Unconsol. Laws § 26-501 et seq. of the Administrative Code of the City of New York, set out following McK. Unconsol. Laws § 8617.

§ 8626. Regulation of rents, NY UNCON LAWS § 8626

7 McK. Unconsol. Laws § 8632-a.

8 42 USCA § 301 et seq.

McKinney's Unconsolidated Laws § 8626, NY UNCON LAWS § 8626

Current through L.2023, chapters 1 to 538. Some statute sections may be more current, see credits for details.

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CITY OF NEWBURGH
Office of the City Manager
83 Broadway, Newburgh, New York 12550
(845) 569-7301/Fax (845) 569-7370
www.cityofnewburgh-ny.gov

Application for City of Newburgh Rent Guidelines Board

Applicant name: _____ Date of application: _____

Address: _____

Telephone (home): _____ (work): _____

Age: _____

Length of residence in City: _____

E-Mail Address: _____

Occupation(s)/place of business: _____

Occupation(s)/place of business: _____

I am applying as (choose one)***:

_____ Property owner representative

_____ Tenant representative

_____ Member of the public

*** If you are applying as a property owner representative, please describe your experience as a property owner and which buildings you currently own or manage in City of Newburgh.

*** If you are applying as a member of the public, please describe your experience in finance, economics, or housing and state the number of years of experience you've had in at least one of these three fields.

Education: *(schools/degrees/specialties)*

Why are you interested in this position?

Please attach any other information you believe would be relevant.

Forms should be returned to:

City of Newburgh Executive Office
attn: City Manager
83 Broadway
Newburgh, NY 12550

or e-mail to Boards@cityofnewburgh-ny.gov

RESOLUTION NO.: 264 - 2023

OF

DECEMBER 18, 2023

A RESOLUTION DECLARING A PUBLIC EMERGENCY REQUIRING THE
REGULATION OF CERTAIN RESIDENTIAL RENTS IN THE CITY OF NEWBURGH

WHEREAS, the City Council of the City of Newburgh has considered and reviewed a Housing Needs Assessment prepared for the City of Newburgh, dated June 4, 2021; a Housing Policy Framework prepared for the City of Newburgh, dated June 4, 2021; and a Vacancy Study prepared by the City of Newburgh Department of Planning and Development dated November 6, 2023; and

WHEREAS, the City Council of the City of Newburgh duly convened and completed a public hearing at its regular meeting on December 11, 2023 concerning the existence of a public emergency requiring the regulation of certain residential rents in the City of Newburgh in accordance with New York State Unconsolidated Laws §8623(c); and

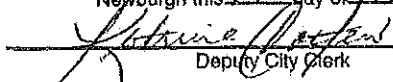
WHEREAS, after due deliberation of documents reviewed and public comments received, the City Council of the City of Newburgh hereby finds that significant and substantial problems exist regarding the housing of a considerable number of persons within the City of Newburgh; that said problems necessitate the intervention of state and local government; that unless residential rents are regulated and controlled, current market conditions will continue produce serious threats to the public health, safety and general welfare by making housing units unaffordable and unattainable; that to prevent such perils to health, safety and welfare, preventive action by this Council is imperative; and that such action is necessary in order to calm or outright eliminate threats to the public health, safety and general welfare posed by an unregulated housing market;

NOW THEREFORE BE IT RESOLVED, by the City Council of the City of Newburgh based upon documents reviewed and public comments received, declaring that a public emergency exists for the entire class of housing accommodations subject to regulation in New York State Unconsolidated Laws §8625; and

BE IT FURTHER RESOLVED, that the emergency shall remain in effect for three (3) years from the date of this declaration.

I, Katrina Cotten, Deputy City Clerk of the City of Newburgh
herby certify that I have compared the foregoing with the
original resolution adopted by the Council of the City of
Newburgh at a regular meeting held 12/18/23
and that it is a true and correct copy of such original.

Witness my hand and seal of the City of
Newburgh this 19th day of DEC. 2023


Deputy City Clerk