A regular meeting of the City Council of the City of Newburgh was held on Monday, February 26, 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.

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 February 12, 2024 / Aprovacion del Acta de la Reunion General del Consejal del 12 de febrero de 2024

Councilmember Sklarz motioned and Councilmember Sofokles seconded that the Minutes be approved.

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

City Manager Update / Gerente de la Ciudad Pone al Dia a la Audiencia de los Planes de Cada Departamento

CITY OF NEWBURGH NEW YORK

City Manager's Update

Newburgh City Council Meeting

Monday, February 26, 2024

SANITATION TOTALS FOR THE MONTH OF JANUARY

- 958 tons of solid waste
- 88 tons of recyclable material

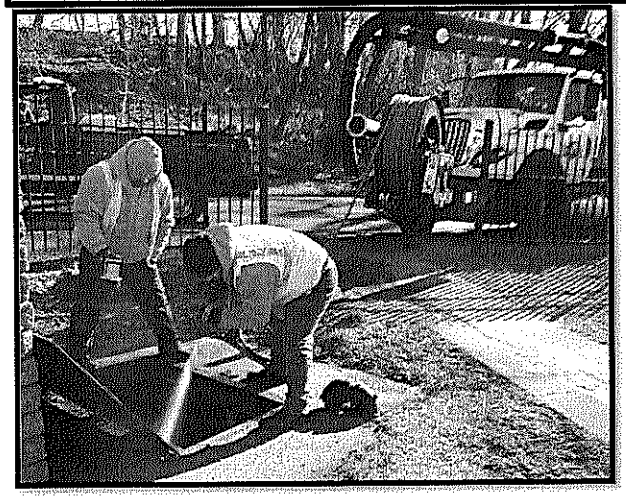
SANITATION ENFORCEMENT TOTALS FOR MONTH OF JANUARY

- 183 Warning letters issued

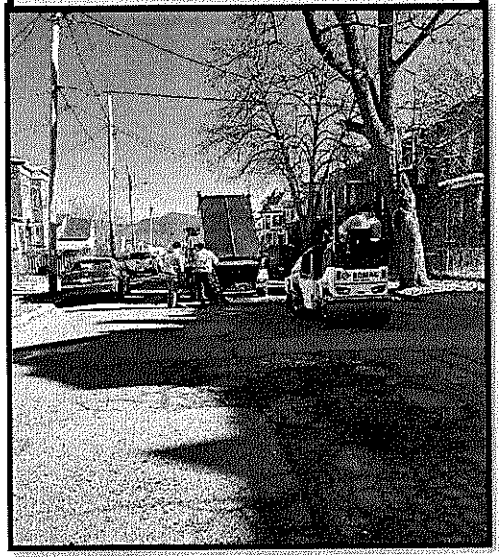
City of Newburgh D.P.W.

City of Newburgh D.P.W.

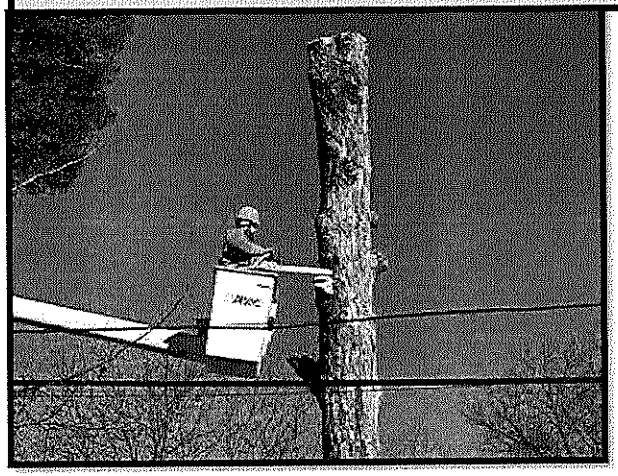
CATCH BASIN MAINTENANCE

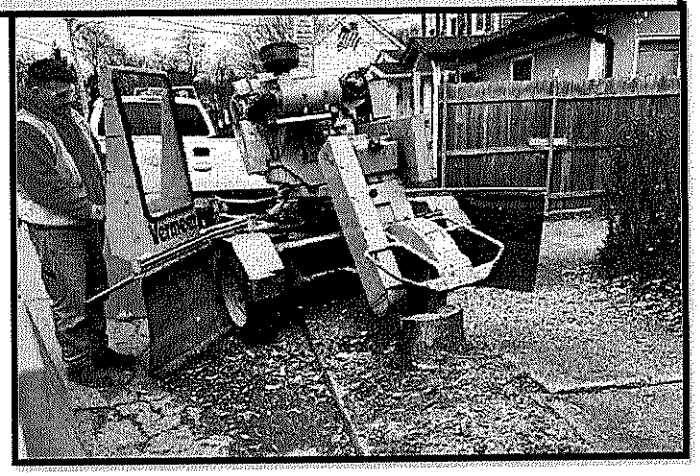


POTHOLES FILLED CITY WIDE

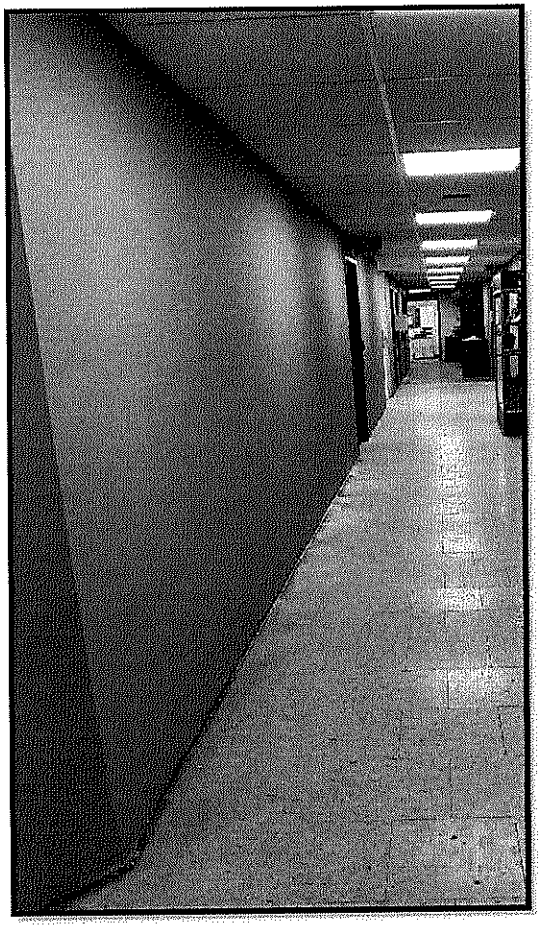


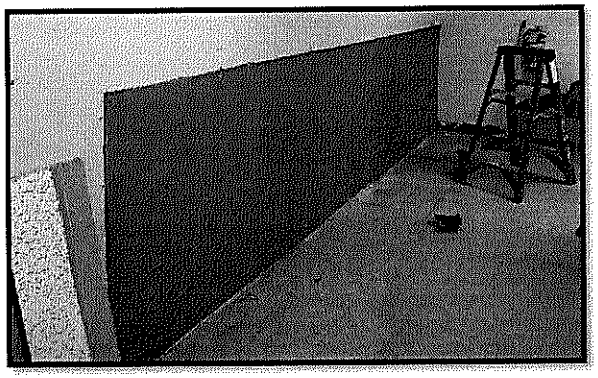
TREE REMOVAL AND STUMP GRINDING CITY WIDE

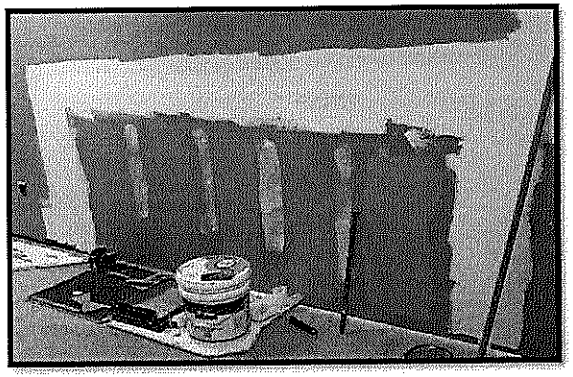




UPGRADES TO POLICE DEPARTMENT HEADQUARTERS



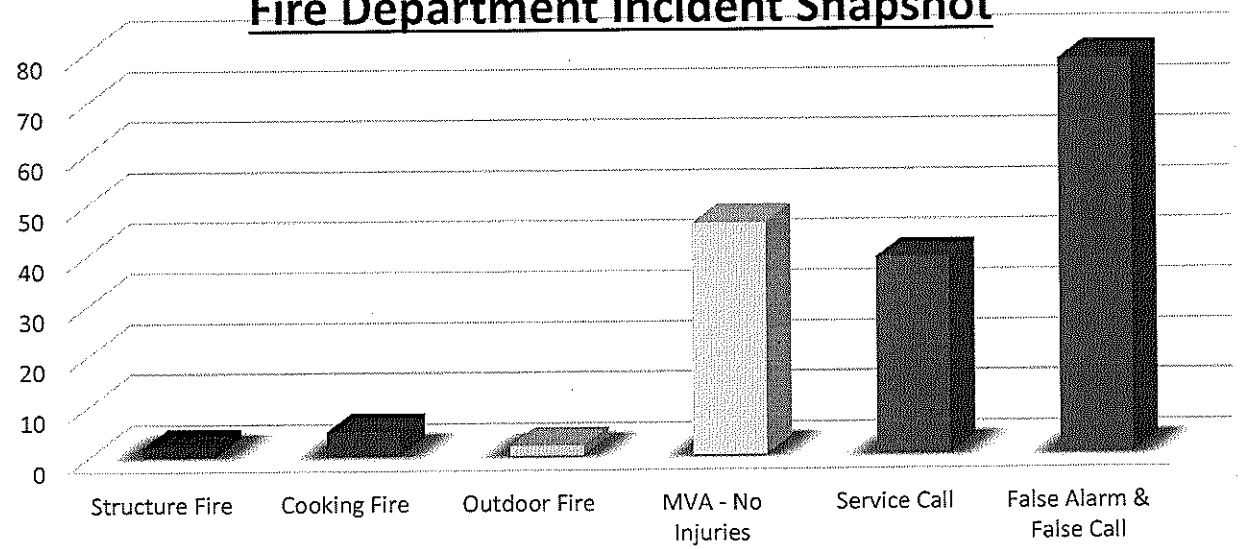




CITY OF NEWBURGH FIRE DEPARTMENT UPDATES

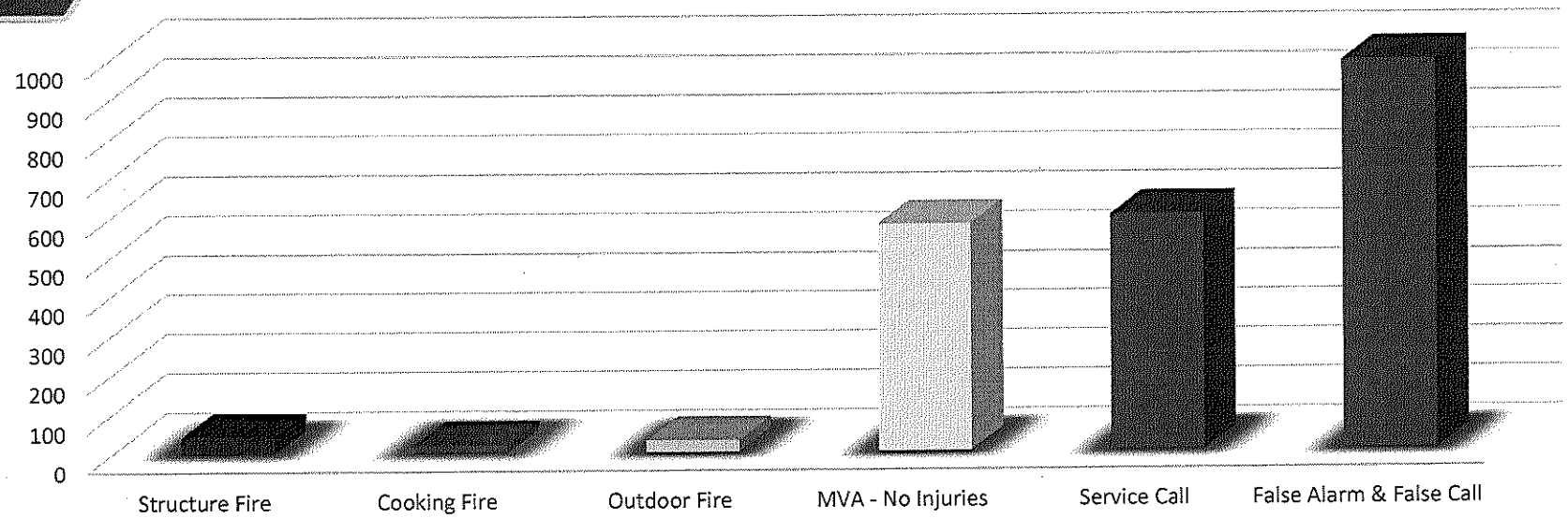
January 2024

Fire Department Incident Snapshot



MAJOR INCIDENT TYPE	# INCIDENTS	% of TOTAL
Fires	10	4.27%
Overpressure rupture, explosion, overheat - no fire	4	1.71%
Rescue & Emergency Medical Service	71	30.34%
Hazardous Condition (No Fire)	21	8.97%
Service Call	39	16.67%
Good Intent Call	10	4.27%
False Alarm & False Call	78	33.33%
Special Incident Type	1	0.43%
TOTAL	234	100%

MAJOR INCIDENT TYPES FOR 2023



MAJOR INCIDENT TYPE	# INCIDENTS	% of TOTAL
Fires	132	4.18%
Overpressure rupture, explosion, overheat - no fire	5	0.16%
Rescue & Emergency Medical Service	960	30.42%
Hazardous Condition (No Fire)	315	9.98%
Service Call	598	18.95%
Good Intent Call	155	4.91%
False Alarm & False Call	986	31.24%
Special Incident Type	5	0.16%
TOTAL	3156	100%

City of Newburgh Police Department

Police Monthly Operations Report

2,682 Call for Service entries in January 2024

Table 2. Part One Crime				
Jan 1 - 31	2023	2024	Raw Change	% Change
Murder	0	0	0	UNC
Rape	2	4	2	100%
Robbery	9	2	-7	-78%
Agg. Assault	15	11	-4	-27%
Res. Burglary	6	7	1	17%
Comm. Burglary	4	2	-2	-50%
Larceny - Theft	36	42	6	17%
Auto Theft	4	7	3	75%
Total	**76**	**75**	**-1**	**-1%**
Violent Crime	*26*	*17*	-9	-35%
Property Crime	*50*	*58*	8	*16%*

Table 3. Arrests	
Number of Arrests	139
Gender	
Female	39
Male	100
Cause of Arrest	
Arrest Warrant	42
Bench Warrant	15
Complaint	13
Court Summons	13
Crime in Progress	55
Order of Protection	1

Table 1. CALL TYPE	PLATOON ONE	PLATOON TWO	PLATOON THREE	TOTAL
ALARM - AUDIBLE/SILENT/PE	37	30	27	94
MVA - PROPERTY DAMAGE	9	47	37	93
DISORDERLY ADULT	15	46	30	91
DISTURBANCE	9	27	47	83
DOMESTIC DISPUTE	24	21	33	78
THEFT / LARCENY	7	48	19	74
LOST PROPERTY	1	54	15	70
WELFARE CHECK	8	30	29	67
NOISE COMPLAINT	27	8	20	55
ANIMAL COMPLAINT	5	29	16	50

FOR NON-EMERGENCY CALLS, PLEASE DIAL: 845-569-7405

CITY-OWNED PROPERTY FOR SALE!

- City-owned properties are available for purchase
- Call Planning and Development for information: 845-569-9400

42 Bridge Street

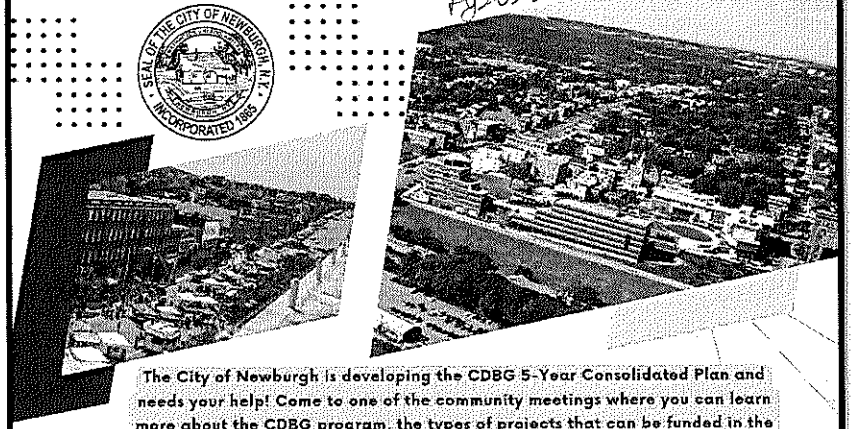
57 Hasbrouck Street

10 and 12 Van Ness Street

COMMUNITY OUTREACH MEETINGS

(CDBG) CONSOLIDATED PLAN

FY2025 - 2029



The City of Newburgh is developing the CDBG 5-Year Consolidated Plan and needs your help! Come to one of the community meetings where you can learn more about the CDBG program, the types of projects that can be funded in the City of Newburgh, and what you think the community needs. Spanish Interpretation Provided.

Newburgh Free Library, 124 Grand St
- 02/22/2024 at 6:30 PM
- 02/27/2024 at 1:00 PM
- 03/26/2024 at 12:00 PM
- 03/28/2024 at 6:30 PM

Blacc Vanilla Cafe, 197 South St
- 02/23/2024 at 1:00 PM
- 02/24/2024 at 10:00 AM
- 03/02/2024 at 10:00 AM

2 Alices Coffee Lounge, 117 Broadway
- 02/23/2024 at 10:00 AM
- 04/05/2024 at 10:00 AM
- 04/12/2024 at 10:00 AM

Newburgh Armory Unity Center, 321 S William St
- 03/14/2024 at 1:00 PM
- 04/18/2024 at 11:00 AM
- 04/20/2024 at 3:00 PM

Newburgh Housing Authority, 40 Walsh Rd
- 03/16/2024 at 11:00 AM

Newburgh Housing Authority, 162 Johnston St
- 03/19/2024 at 10:30 AM

The City of Newburgh Community Development Block Grant (CDBG) program receives Entitlement funds on an annual basis. HUD requires CDBG recipients to develop a Consolidated Plan (5-Year Plan) for recipients to identify community needs as well as act as a planning document. (24 CFR Parts 91 and 570). The Annual Action Plan projects are developed through the Priority Needs identified in the Consolidated Plan.

CIUDAD DE NEWBURGH ANUNCIA REUNIONES COMUNITARIAS

PLAN CONSOLIDADO DE CDBG

Año Fiscal 2025 - 2029

¡La Ciudad de Newburgh está desarrollando el Plan Consolidado de 5 años de CDBG y necesita su ayuda! Asista a una de las reuniones comunitarias donde podrá aprender más sobre el programa CDBG, los tipos de proyectos que se pueden financiar en la Ciudad de Newburgh y lo que usted cree que necesita la comunidad. Se proporciona interpretación al español.

Newburgh Free Library, 124 Grand St
- 02/22/2024 a las 6:30 PM
- 02/27/2024 a las 1:00 PM
- 03/26/2024 a las 12:00 PM
- 03/28/2024 a las 6:30 PM

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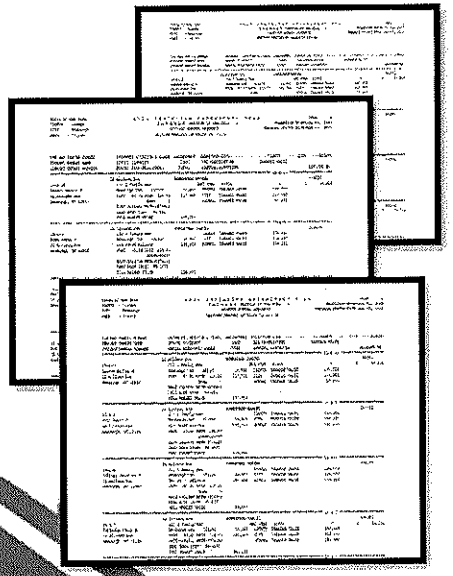
Newburgh Housing Authority, 40 Walsh Rd
- 03/16/2024 a las 11:00 AM

Newburgh Housing Authority, 162 Johnston St
- 03/19/2024 a las 10:30 AM

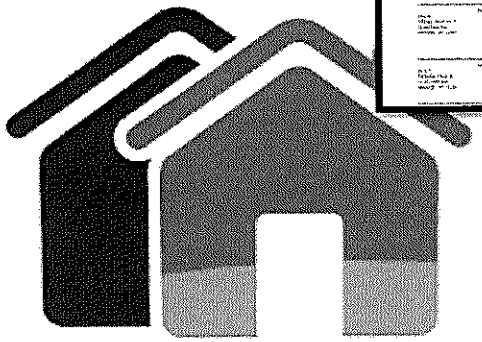
El programa de Subvención en Bloque para el Desarrollo Comunitario (CDBG, por sus siglas en inglés) de la Ciudad de Newburgh recibe fondos de derechos anualmente. HUD requiere que los beneficiarios de CDBG desarrollen un Plan Consolidado (Plan de 5 años) para que los beneficiarios identifiquen las necesidades de la comunidad y actúen como un documento de planificación. (24 CFR Partes 91 y 570). Los proyectos del Plan de Acción Anual se desarrollan a través de las Necesidades Prioritarias identificadas en el Plan Consolidado.

ASSESSOR'S OFFICE

REMINDER



DEADLINE TO FILE ALL EXEMPTIONS IS THIS FRIDAY, MARCH 1, 2024!



For questions concerning which form may apply in the City of Newburgh, please contact the City Assessor's Office at 845-569-7333

CITY OF NEWBURGH SEEKS

MEMBERS FOR THE CONSERVATION ADVISORY COUNCIL

BOARD & COMMISSION VACANCIES REMINDER

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

City of Newburgh residency is a requirement to join

CITY OF NEWBURGH
NEW YORK

CONTACT US

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

press@cityofnewburgh-ny.gov

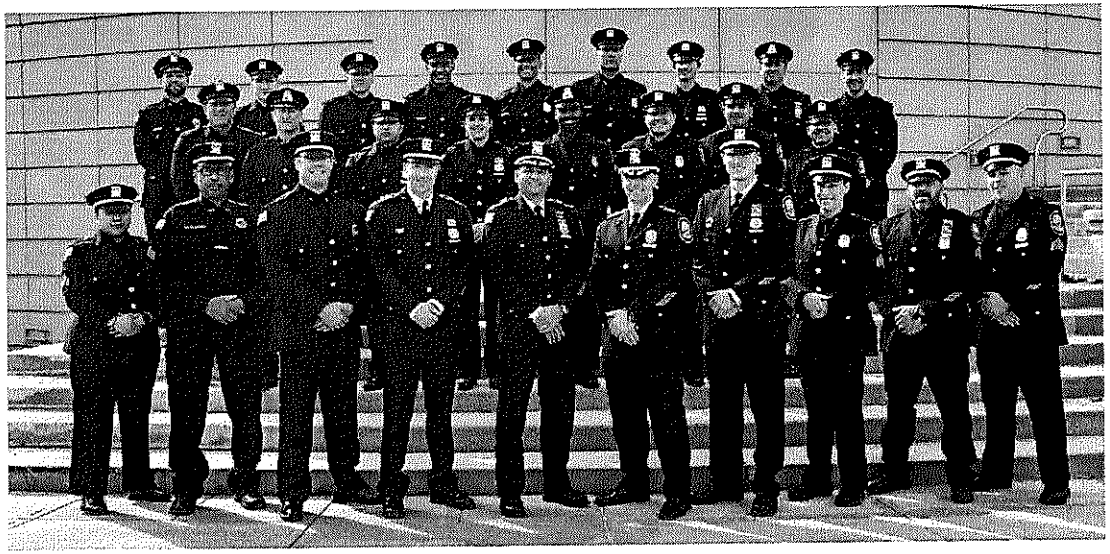
Police Department Update
2023

José A. Gomérez
Police Commissioner

Anthony Geraci
Police Chief

Overview

- Personnel
- Grants
- Non-Fatal Shooting
- Parking Enforcment
- Animal Control
- Chaplaincy
- Departmental Upgrades

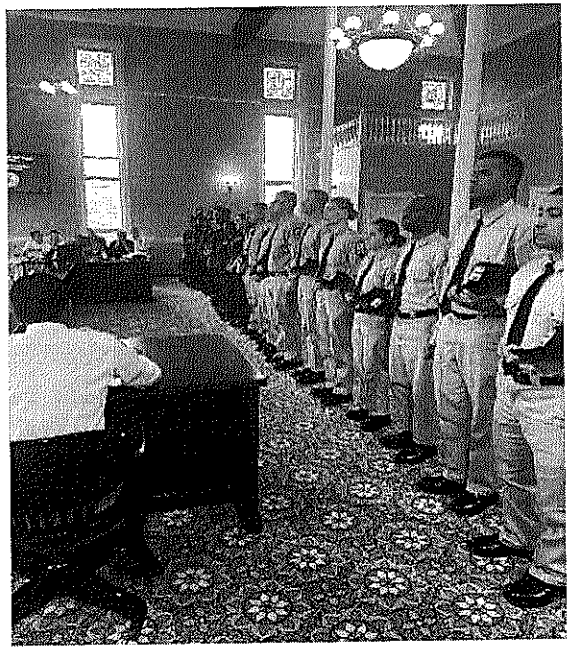


Personnel

- 32 total number of personnel hired
- Over 200 interviews conducted
- 17 sworn personnel separated from service
  - 1 separated from service
  - 5 Retired
  - 11 Resignations
- 488 total mandates
- 1 Lieutenant and 3 Sergeants Promoted
- Lateral Hires

Diversity

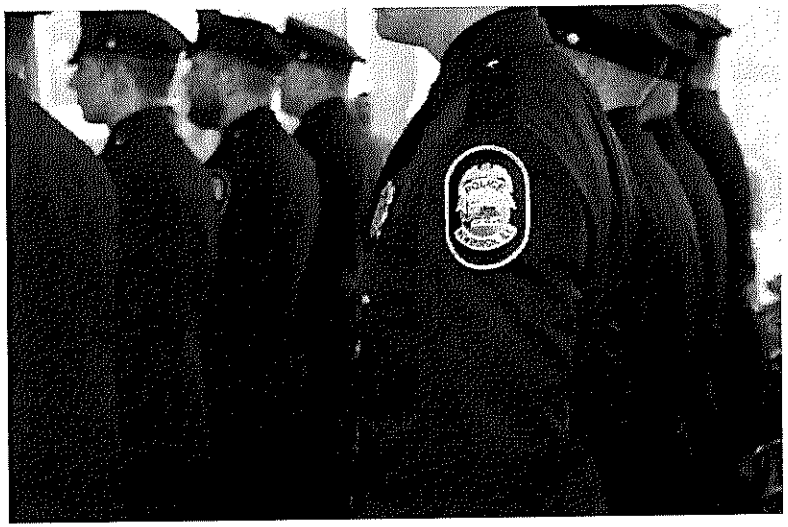
- 48% of CNPD sworn officers are from a racial or ethnic minority
- 8 city residents were new hires for 2023
- 27% of CNPD sworn members are city residents
- 78% of police officers that we have hired since March 2023 have been from racial or ethnic minorities
- 18% of CNPD sworn officers are women
- Outside of New York City, only 10% of the sworn officers are from a racial or ethnic minority



Grants

- Total of approximately $1.7M from 12 grants in '22 - '23 period

- Some of the Grants we obtained:
  - Give X Grant: $837,696.00
  - JAG Grant: $30,580.00
  - Bullet Proof Vest $8,500.00



Non-Fatal Shooting Unit

This Unit investigates all non-fatal shooting and shots fired incidents as if it were a homicide.

- **5 illegal firearms**
- **54 arrests in high gun crime areas**
- **Addressed QOL issues open containers, taxis, etc.**
- **16 firearms investigations concluded in an arrest**

Operation Bandemic
245D-NY-3460600

Jeremy Williams
AKA: Dubz

Kashad Sampson
AKA: Shocs

George Delgado
AKA: Croc

Bashir Mallory
AKA: BG

Dallas Archer
AKA: Muggs

Gabriel Roman
AKA: Gabe

John Lalaane
AKA: JJ

Rackwon Jackson
AKA: Trez

Bruce Allen
AKA: Ram

Paul Ayala
AKA: Mikey

Demetrius Ware
AKA: Doom Doom

Mekhi McDonald
AKA: Kki

Jose Zavala
AKA: Killa

Kris Cunningham
AKA: KC

Christopher Tate
AKA: Baga

Shamel Williams
AKA: Melo

Marcus Cardona
AKA: D Honcho

Thomas Rodriguez
AKA: Tom Tom, Checks

Randy Jones
AKA: Nickles

Syncere Tatum
AKA: Syn

Josiah Wooten
AKA: Boy

Devin Williams
AKA: Dev

Octavious Griffin
AKA: Tate

Michael Burks
AKA: MB

Almighty Ward
AKA: PK

James White
AKA: Infrared

Joshua Hendrick
AKA: Hendricks

Messiah Jackson
AKA: Two

Calvin Lewis
AKA: Ski

Tahil King
AKA: Leel

Robert Gooding
AKA: Righty Bulla

Savar Herring
AKA: Savar

Donald Leid
AKA: Big Llo Day Day

Antonio Pittman

Chris Johnson

Justice Jackson

Markell Williams

Tyrell Simon

Laquritous Boykin

Elijah Briggs

Delon Scott

Zarell Williams

Coleridge Lewter

Danny Johnson

Parking Enforcement

Parking Tickets

Number of Citations :
28,223

Total Fee :
$1,029,840.00

Total Penalty :
$219,960.00

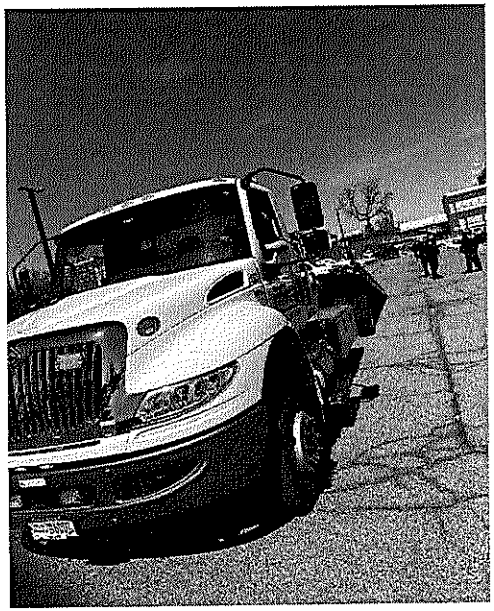
Total Violation Amount :
$1,248,585.00

Total Adjustments :
-$1,215.00

Total Amount Paid :
$658,176.00

Towing

- Total of 879 Vehicle towed
  - 8 ATVS/ Dirt bikes
  - 4 Mopeds
  - 1 Motorcycle



Animal Control Officer

Totals for 2023:

- 532 Calls for service
- 85 Dogs Impounded
- 40 Redemptions
- 36 Dogs turned over to local rescue
- 42 calls for cats
- 12 calls for other animals

Chaplaincy Unit

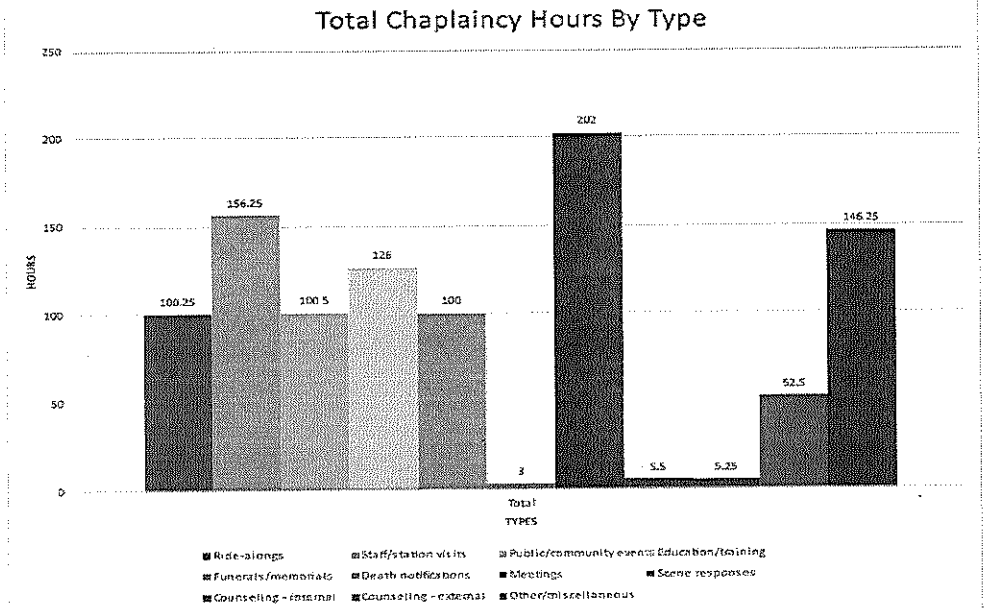


Figure 1: Total Chaplaincy Hours by Type

Improvement to our Department

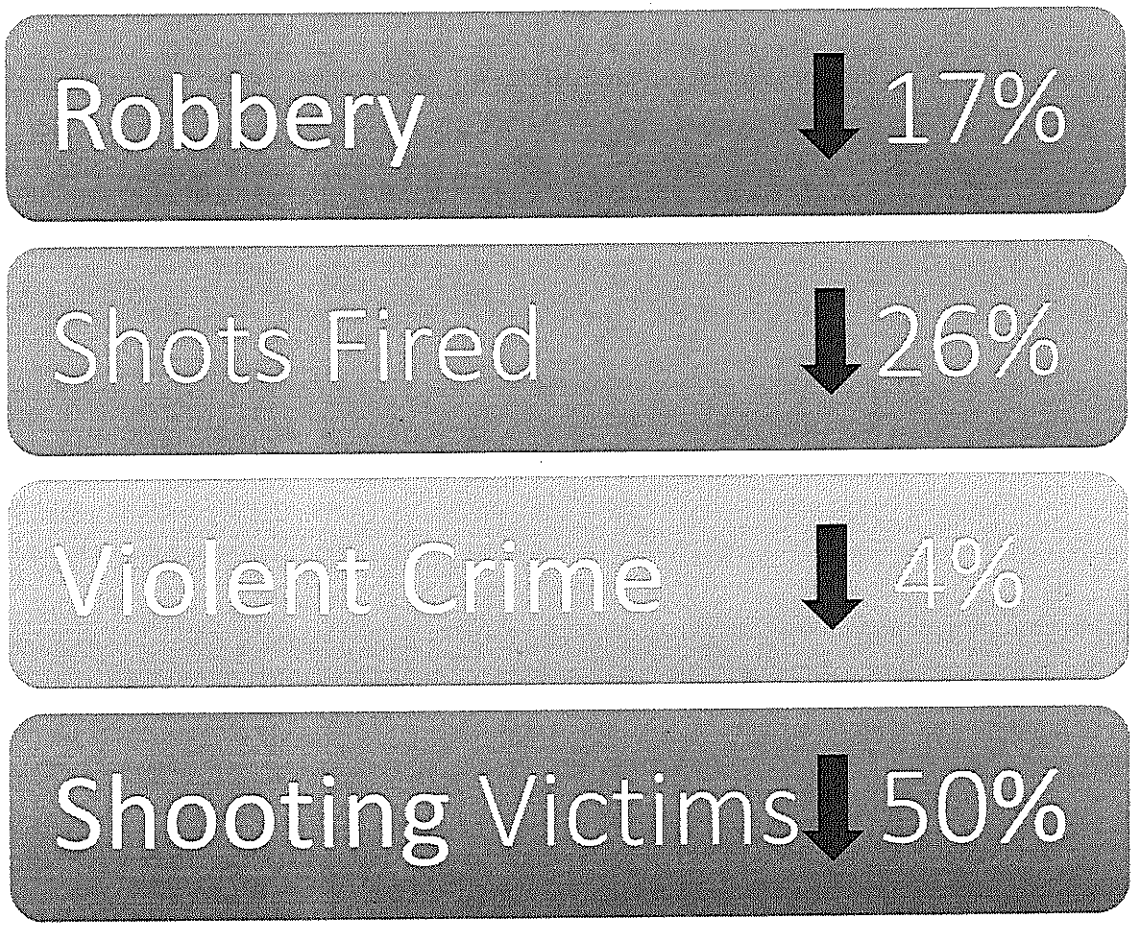
Soft Interview Room

- Trauma Informed
- Domestic Violence
- Sex Crime Offenses
- Juvenile Victim

Training

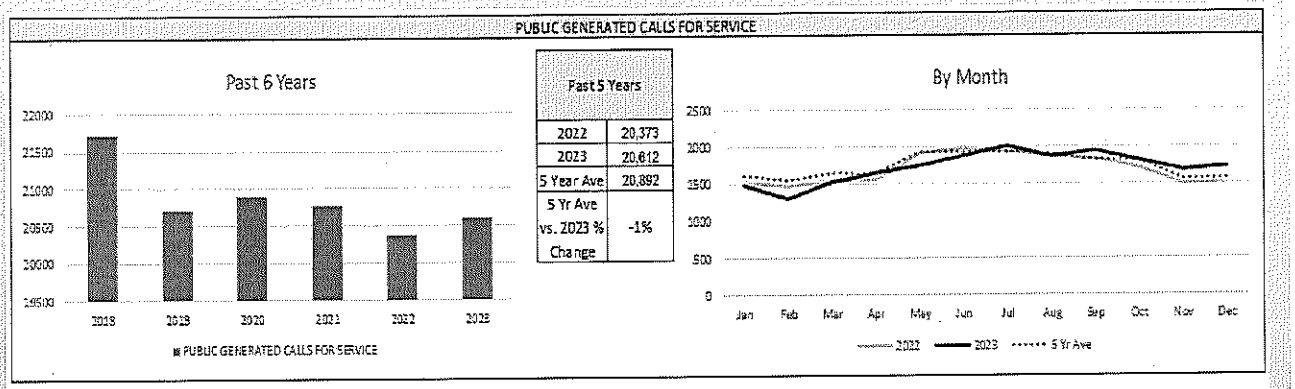
- Motorcycle Enforcement Training
- Executive Training
- Accreditation Manager
- Public Safety Telecommunicators
- Field Training Officer School
- Professionalizing Law Enforcement Community Engagement Training
- Child Passenger Safety Conference
- FBI Crime Scene Photography School
- Project Safe Neighborhood

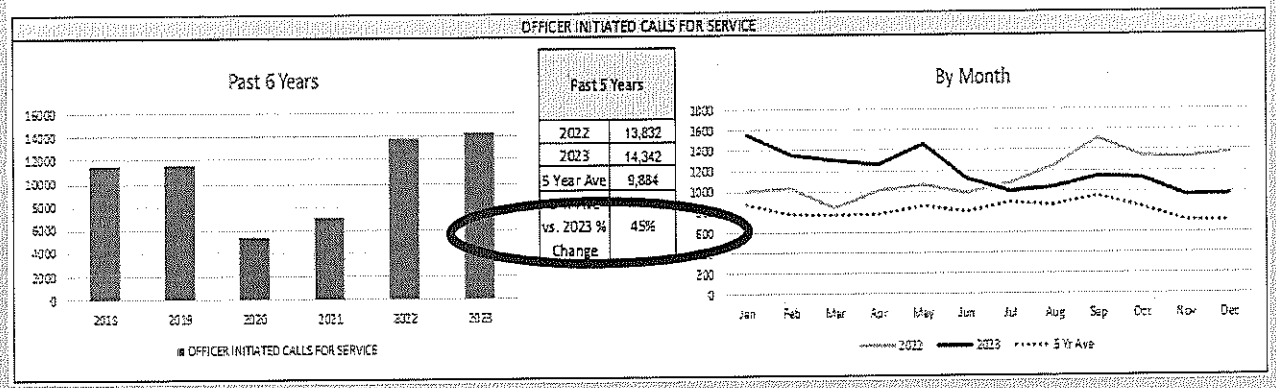
Crime Statistics 2022 Compared to 2023



Calls for Service

- Of the increase of 45% of Officer Initiated calls:
  - 38% were enforcement related calls
  - 7% were follow up related calls
- 37% increase in Patrol Plans has led to increased Officer Initiated calls
  - Traffic enforcement +19%
  - Parking enforcement +8%
  - Foot patrol enforcement +5%
  - Snow towing enforcement +2%



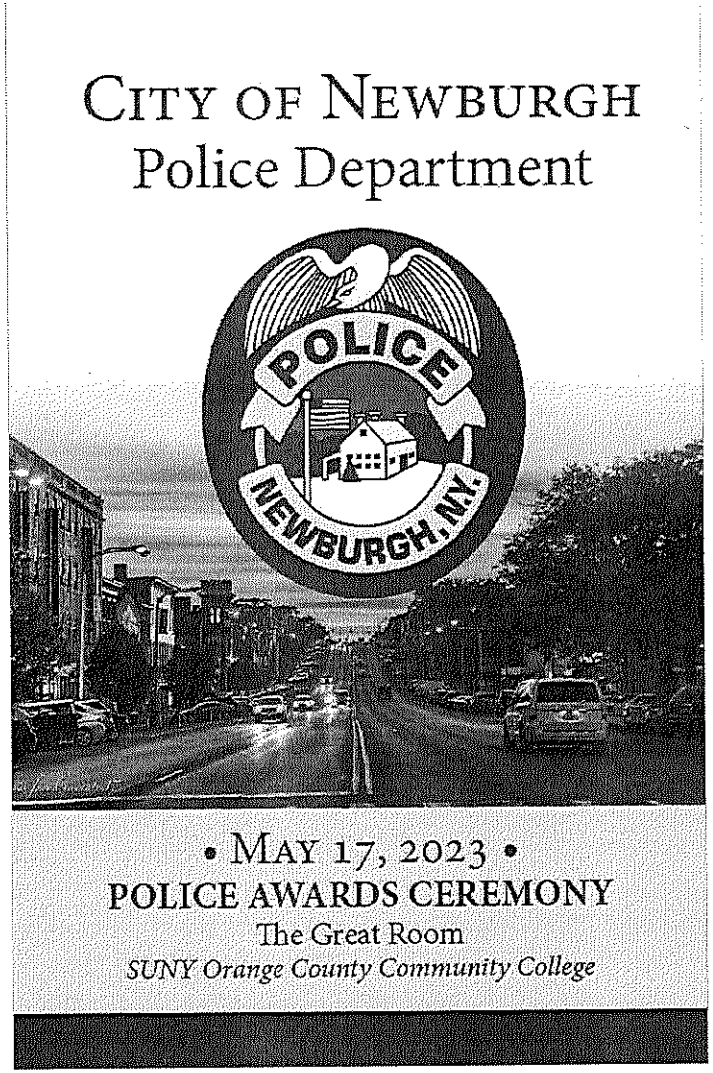


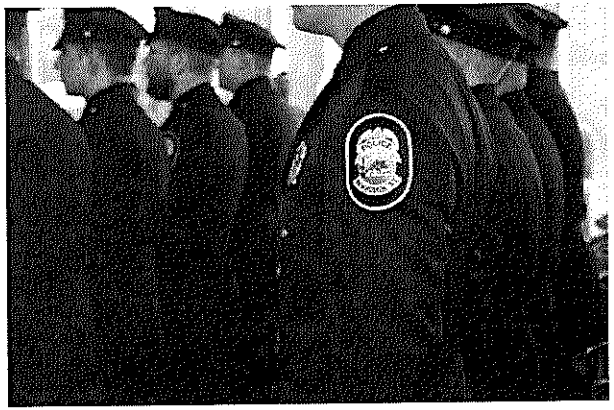
Awards Given

85-Unit Citations Awarded

95- Excellent Police Duty Awarded

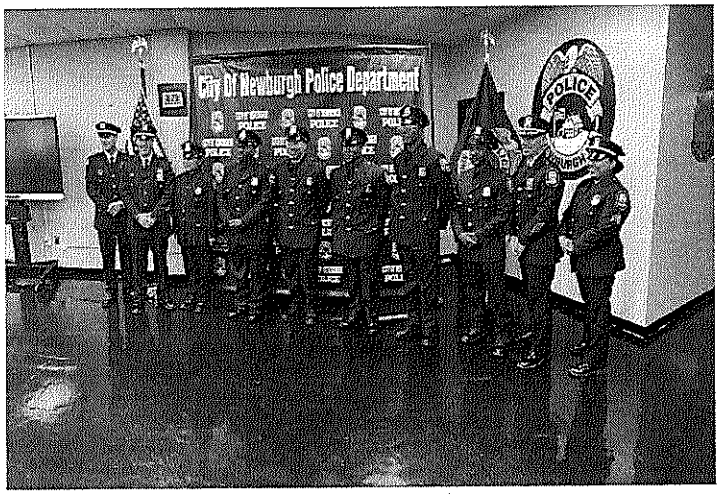
47-Meritorious Police Duty Awarded





Going Forward

- Obtaining full authorized personnel level
- Increase in traffic and parking enforcement
- Increase of enforcement of Quality-of-Life concerns
- Technological advancements
- Continue professional development department wide



Public Hearing for the City of Newburgh Community Development Block Grant (CDBG) FY2023 Consolidated Annual Performance and Evaluation Report (CAPER)

Mayor Harvey called for a public hearing that was advertised for this meeting to receive comments on the City of Newburgh Community Development Block Grant (CDBG) FY2023 Consolidated Annual Performance and Evaluation Report (CAPER)

Cathy Lawrence, City of Newburgh said she is happy to see the report on the 2023 work and it's good to see that five-year plan moving forward. There is a real need for community investment here so it's important to see those federal and state dollars coming in for infrastructure, economic development, quality of life and housing. She appreciates the work being done and that they are planning community outreach meetings in so many places and on so many dates to get input for the next five-year plan. They are helping to convene a group of folks around prioritizing parks and seeing more emphasis on the green spaces in our parks. This City Council and administration have really been supportive of the environment in a number of ways but there is still more room to do better. Green infrastructure is absolutely critical for quality of life because it is not just window dressing. It is essential to life because we need the oxygen that vegetation brings, CO2 absorption, stormwater mitigation and cooling to bring down our asthma rates and to keep things from going into the Hudson River and to stabilize our shorelines. They are looking forward to seeing much more in terms of parks and recreation in the next five-year plan and noted again that they appreciate all of the good work going on and the opportunity to see those plans come out.

Leeanna Rivers, City of Newburgh said her concern right now is the food desert we have happening here, so are there any plans for some large-scale supermarkets? What type of projects do we have around food insecurities and making sure that people have what they need because she has a lot of ideas. She doesn't know if anyone is willing to listen to her ideas or if she should draw up proposals. She thinks that a food co-op would work well, which is where people donate time and shop at the co-op for a discounted price. She thinks this would be great here because it can be done on a scale for people who are on a fixed budget as well as those who make a lot of money. This way everyone would have the opportunity to have health foods that are life sustaining. It's important to have clean air as well as healthy food to keep the City healthy.

Elizabeth, Ward 1, said it's great to reflect and celebrate on past accomplishments but also to look for areas of improvement. She reviewed the projects and noted it's great to see that the In Rem property project provided three employment opportunities hopefully to residents of the City of Newburgh. She understands the need to board up foreclosed homes and it did sting to see that money was spent on abandoned housing especially after we acknowledged that we are in a housing crisis. She is not sure if these specific twenty-eight properties are still in the hands of the City but it's a great opportunity to provide affordable housing, so she recommended looking into the Kingston City Land Bank.

Mayor Harvey noted that we have a Newburgh Land Bank.

Elizabeth continued that she knows there is another round of grant funding coming and she has seen some of these foreclosed properties for sale at Council meetings, but they usually

need to be purchased with cash due to their condition. Not many people can afford to pay cash for a home and on top of that they have to have the financial means to also renovate the property. The City can either bring those properties up to livable conditions and sell them to longtime residents of Newburgh or host home buying seminars. It was also great to see the park improvements project as part of the 2023 accomplishments and parks should always be included in our community development plans. She would like the City to consider other parks such as South Street Park and the People's Waterfront as both are in dire need of coastal vegetation to protect the City from inevitable climate change induced flooding. You can also give the people what they want, which is to designate Crystal Lake as a park and provide transportation. She appreciates the city's concern with the drug problem here but respectfully disagrees with the approach they want to use to handle it. She doesn't think that law enforcement, drones or having harbor police patrol is going to solve this because addiction is a disease and unless you solve the problem it won't make a difference. A potential program that could be offered would be to provide rehabilitation services to people as another way to help stop this problem. She said thanks for providing this report so we can reflect on this past year and she looks forward to seeing some of these recommendations implemented in the next five-year consolidated plan.

Anusha Mehar, Ward 2, said *"ditto"* to what everyone just said. She commended the city for all of the work put into completing projects and their diligence to have accountability and transparency with the community because it's a lot of money and it's important for us as a community to stay involved. In the report there are a lot of broad-spectrum generalizations when it comes to things like funding such as $646,432.00 for ADA curb sidewalk repairs. She loves this city and she is a pedestrian, biker and driver but she doesn't see them when she is in the street so it would be great to see pictures with the report in the future to make it more accessible and help to visualize were this change has occurred. She is excited to see there has been some infrastructure investment in the quality of life for parks in the city and in the following five-year plan she would love to see investments in more of our greenspace parks. Spaces that reduce the heat island affect, reduce asthma rates in our community and provide sanctuary spaces for recreation. She reminded the Council that we are still in the process of protecting crystal Lake as a public park and are waiting on Council's leadership to move forward on that. Every day that it's not protected as a public park, opportunities for grant funding and development support leave Crystal Lake overlooked as a space that could benefit from that additional funding.

Kippy Boyle, Ward 1, said these reports are very complicated and she doesn't really understand them but she recognizes that because we had the Pandemic it was very hard to focus on what kind of programs we could be looking for. Under workforce development it lists $10,000.00 and we all know that the city has a terrible record with workforce development but she thought that was a small amount. Under the homeowner's assistant funds it lists $12,500.00 and she read in the report that the City hopes to review that program and perhaps increase it because what can you do with $12,000.00? Administration fees are always going to be what they are going to be so she can't complain about $133,000.00 but when you are looking at that for administration and $12,000.00 for homeowner's assistance it just doesn't look good. She applauds anything that has to do with parks, however, over $200,000.00 of that went towards the Delano Hitch pool and that is something that is not currently a benefit. The Film program is a success and when Tyrone Crabb Park was originally formed one of the ideas was to use it for small concerts so she would like to see how we could spend some money on things for the community. She believes that one of the community outreach meetings mentioned by the City Manager at

the beginning of the meeting is coming up so please let us know.

Betty, Ward 1, said on the park improvements that she was happy to see it provided more recreational opportunities because kids need water to play and cool off during the hot summer months and this greatly improves their quality of life. She added it would be helpful to see pictures of the outcomes that have occurred to show where they happened, and the public can be more informed. As a city we need to do more for our parks in terms of beautification and care such as Crystal Lake, Unico Park, People's Park and more. At Crystal Lake there is a need for signage, seating areas and trails. Garbage needs to be cleaned up also so that people hiking up Snake Hill Trail and visiting Crystal Lake can enjoy nature and not see garbage as an eyesore. She urged the Council that we need a park designation for Crystal Lake to be able to access these opportunities. We know how hard everyone is working but people want to feel heard, so she looks forward to participating in the community outreach sessions that are coming up.

A resident in Ward 3, supports the food cooperative and whatever can be done to keep the resources at a local level. She also supports the concern about the surveillance increasing and understanding its important to be a safe place. She hopes the Council studies the technology and gets public comment before anything is done.

Jesse, Washington Place said he continues to support green spaces in Newburgh and Crystal Lake. On the sidewalks and ADA compliance, he feels that the corners of Ann Street and Washington Street between Robinson Avenue and Grand Street need a lot of work but other places in the city are doing well.

There being no one else wishing to speak this public hearing was closed.

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

Veronica Artis, Mullins Apartments and Newburgh Housing Authority Board Member said she has left messages for the City Manager's Office with no return response. She needs to speak to someone regarding the city appointed Housing Authority Board members and the Chairperson, Stuart Sachs. She would like some answers on how to get some people on this Board who are concerned about what is going on at the Newburgh Housing Authority, who will show up for the meetings and be a positive aspect of the Board. At this time, she needs to know how to move on to getting a new Chairperson.

City Manager, Todd Venning said he hasn't received anything from her but to get in touch with him to make some of that happen.

Michelle, 172 Renwick Street said a new landlord bought her building and there was a lot going on with the previous owner with code compliance problems. On Friday there was an electrical fire, and the building was condemned due to many violations on the building so now she has been displaced. The landlord lives in New York City and says there is nothing he can do so she doesn't know where to go to see what can be done.

Mayor Harvey referred her to Legal Service of the Hudson Valley because she needs legal representation.

Councilmember Shakur said he has been to Codes about 172 Renwick, and they don't have a rental license.

Anusha Mehar, City of Newburgh said on the Police Report that they have done a great job on getting drugs off our streets but thinks that investing in our young people and our community is more important so she would like to see a more robust Community Board within the Police Department. There is a meeting in Beacon tonight where they are discussing passing a ceasefire resolution and she commended the City of Newburgh's leadership and those who set a precedent in the Hudson Valley because it has inspired other municipalities in the Hudson Valley which is what we hoped for.

A resident in Ward 3 said that at the last meeting she attended a neighbor spoke about conditions at the shelter and we have to be aware that any of us could end up in a similar situation. What mechanism does the Council have regarding the condition of shelters, our homeless and migrants in the community? She was one of many people who had her car towed during a snow emergency and feels that the sign is not clear. She had to pay $500.00 in cash and a lot of people don't have that. Lastly, there was another person who came to speak but they only speak Spanish so they left because they couldn't understand what was being said.

Jesse, Washington Place said he supports the Crystal Lake Project and at a previous meeting there was talk about dirt bikes and four wheelers on the streets, but he doesn't find them to be a problem. He realizes they are probably breaking several traffic ordinances so if we are going to do anything about that let's try to be gentle. He appreciates that Newburgh has Police Officers who walk the streets and interact with the people. He suggested that the City offer a monthly or yearly parking pass for City of Newburgh residents so if they are just stopping for a coffee or something they don't have to pay the meter.

A woman said she was representing the Downing Park Conservancy, previously known as the Dowing Park Planning Committee, to be a voice for Downing Park. Last week the City Council heard updates from the two design teams for the proposed African American reinternment and memorial site in Downing Park but without a chance for any substantial discussion beyond a few invited groups. She is here to request a time and date for an opportunity to discuss the issues on these plans and how best to accommodate both the desires for the community and the Park's supporters. The President of the Olmsted Network submitted in writing today a statement of concerns for the City's plans in Downing Park and asked for this statement be included in the public record of this meeting and for the Council to read it. She hopes the Council will grant this meeting.

Pastor Rosey, City of Newburgh submitted and read the attached comments. (attached)

TWO VISIONS CAUSES DIVISION (PART TWO)
PASTOR ROSEY NORTHEAST GATEWAY TO FREEDOM (WARD #1 & #2)
104 BROADWAY, NEWBURGH, NY
FEB, 26, 2024

I COME TO YOU TONIGHT AS A PROPERTY OWNER, A TAXPAYER & A BUISNESS OWNER IN THE CITY OF NEWBURGH FOR 20 + YEARS.

VISION IS A CRITIAL HOPE FACTOR. IF THERE ARE **TWO VISIONS**, THERE IS CONFUSION, DISCOURAGEMENT & DIVISON.

UNDER THE CITIES SECTION "VISION" IT STATES: NEWBURGH WILL MINDFULLY LEVERAGE ITS REGIONAL LOCATION, NATURAL ASSETS, AND HISTORIC BEAUTY TO IMPROVE THE QUALITY OF LIFE FOR RESIDENTS THROUGH OPPORTUNITIES TO CREATE AND INVEST IN THE CITY.

NEWBURGH IS THE LARGEST HISTORICAL DISTRICT IN THE STATE OF NEW YORK WITH A POPULATION OF 28,834 AS OF 2021. WE HAVE STUNNING VIEWS & BEAUTIFUL HISTORICAL BUILDINGS. IT SHOULD BE A SOUGHT-AFTER PLACE, TO LIVE, VISIT AND DO BUSINESS IN.

HOWEVER, IT HOLDS TWO OPPOSING HOUSING VISIONS.

THIS WEEKS NEWS NAMED OUR CITY: "THE CRIME CAPITOL OF NEW YORK STATE." (SEE RECENT NEWS ARTICLE")

WE ARE ENPOWER 100'S OF LOW-INCOME HOUSING UNITS THAT OPENS THE DOOR FOR SCORES OF NEEDY PEOPLE FROM ALL OVER THE STATE TO BE ASIGNED HERE WITH SERIOUS CRIME & DRUG PROBLEMS. WE HAVE NO REGULATIONS AS PER THE PERCENTAGE OF THE CITIES' POPULATION ON HOW MANY OF THESE UNITS ARE ALLOWED.

OUR VISION IS FOR INVESTORS TO RESTORE HISTORICAL BUILDINGS & HOMES. THEY MUST LEAP OVER CRIME & DRUG INFESTED NEIGHBORHOODS ADHEREING TO STRICT REGUALTIONS COSTING $1000'S OF DOLLARS.

THE GROUP "THE MANY" PERSISTANTLY MAKE THEIR VOICES HEARD ON REGULATING HOUSING. I ADMIRE THIERT TENASITY BUT THEY DO NOT PAY PROPERTY TAXES & THEIR LEADER IS FROM POUGHKEEPSIE. THEIR PERSPECTIVE IS NOT ENFORCING OUR CITIES VISION FOR HOUSING.

TAKE A LOOK & SEE THERE ARE LESS THAN 10 AIRBNB'S OFFERED IN THE CITY OF NEWBURGH. THYE ARE PROPERTY OWNERS, PAYING TAXES, SOME ARE SNOW BIRDS, ALL ARE BRINGING REVENUE INTO OUR CITY, PROVIDING SAFE, CLEAN, QUIET, BEDBUG FREE LODGING. THEY ARE SENDING OUT A POSTIVE MESSAGE WITH OUR DESIRED VISION.

OUR CITY IS 70% RENTERS. DO WE WANT MORE LOW-INCOME HOUSING, & ONLY ALLOW A PROPERTY OWNER TO HAVE AN AIRBNB IN ONE ROOM OF THEIR HOMES? I WOULD NOT WANT TO STAY IN A ROOM BY MYSELF IN SOME STRANGERS HOUSE SHARING THEIR BATHROOM. AIRBNB HOSTS ARE ENTREPRNURIAL. THEY PROVIDE PAMPHLETS ON LOCAL RESTURANTS, SIGHTS TO SEE & LOCAL SERVICES. THEIR GUESTS ARE SCREENED & RATED. WE DO NOT SCREEN PEOPLE DROPPED OFF FROM JAILS TO OCCUPY OUR LOW-INCOME HOUSING?

Kippy Boyle, Ward 1, asked on Resolution #30-2024 for a team building workshop for $24,900.00 if it was done through an RFP. She is personally in favor of team building situations because it's a positive thing but would like to know a little bit more about this because it's very expensive. One of the best group events we had for city government was when the boards met with Pace Law for two Saturday mornings at the Library that resulted in major changes to zoning, planning and the time of permitting which really moved the City forward in a major way.

Michelle Basch, City of Newburgh resident and business owner wanted to follow up from the last meeting where she asked about the warehouse possibility in Cornwall. She asked what is happening with Illuminated and why we can't get a round table to talk and figure this out because since it started is when this City was turned around. On property taxes, this Council has been able to reduce the mill rate, which is great, and the value of the buildings has gone up, but your cost goes up too because we are assessed yearly. That was successful at the time in increasing our credit rating but at this point it would be good for the City if we want to control rents to stop assessing yearly.

Leeann Rivers, Ward 1, asked what is being done about the Human Rights Commission because four people stepped down and we need to fill those spots. She has an application in and has been attending the Human Rights Commission meetings since June so there is a lot that needs to be done. When we talk about human rights we are talking about housing, education, food and a safe environment to live in. If we have a Commission that is strong, then we can bridge the gap between the people who want to have Airbnb's and low-income housing because affordable housing is a joke. We need to bridge that gap so the people who are in the middle of that don't get squeezed out.

Tanya Best, Middletown said she lived in Newburgh in 2007 and her concern is that there is a check scam going on. She was a victim of a check scam and she heard someone comment about cops not following up on complaints. She pressed charges on someone who allegedly put these checks into her account, and she was arrested in 2022 for these charges. She said she does not steal checks and asked if anyone can help her with moving forward. She spoke with Mayor Harvey about this because she wants this to be put behind her. She was charged with grand larceny because she wanted to help the Police so if anyone can help her she would greatly appreciate it.

Dale Velasquez, 236 Grand Street said she received a letter from her landlord which she read, *"As you may know over the last three years the City of Newburgh has raised the assessment on 236 Grand Street by more than twenty percent per year and has also raised fees for water, sewer and garbage collection. As a result of these increased costs, I am obligated to raise the monthly rent for your apartment from the 2021 rate of $1500.00 a month by a hundred dollars to $1600.00 effective March 1, 2024. This modest rent increase in no way covers the increased costs over the last three years and if the City adds another hefty increase when the tax rolls come out on May, we will have to consider what other options we have".* She said that she is sixty-eight years old living on Social Security and her savings is rapidly diminishing because she needs it for monthly expenses. She needs low-income housing but was told she makes too little income to get affordable housing which is ridiculous. We are all stuck here and it's cheaper to live in Cornwall, New Windsor and the Town of Newburgh but she doesn't want to live there.

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February 26, 2024

Public Comments of the Olmsted Network
Via email, comments@cityofnewburgh-ny.gov

Good evening, everyone.

I am Dede Petri, President and CEO of the Olmsted Network. We are based in Washington, DC and have been around since 1980. Our purpose is simple: to speak for Olmsted parks. There are hundreds of Olmsted parks around the country and you know many of them – Central Park and Prospect Park being two of the most famous. We want to preserve these beautiful and restorative spaces whose value was never more evident than during the Pandemic. We speak for the parks because once these green spaces are filled with buildings and statues and hardscape, you can't get them back again.

I am commenting tonight to emphasize what a great gem you have. Downing Park is not just a local park. It is a park of national significance. It is the last great park designed by Frederick Law Olmsted and Calvert Vaux, the famed designers of Central Park. Olmsted was an abolitionist and a social reformer. For him, parks were not just pretty places; they advanced equity and social justice. They were places where city dwellers from all backgrounds could come together to connect with nature. Rich people could go to the Adirondacks, said Olmsted. Olmsted parks were for the rest of us.

Tonight, I am making a simple request, hold public meetings on the African American memorial plans. **Honoring the dead and honoring the Park are not mutually exclusive goals. But the broader community and those who speak for the park – some of whom are attending tonight – have had no input. It's time for public information and feedback before any further action is taken regarding this public space.**

If current plans proceed, the memorial will eat up a vast amount of park space with bollards, ramps, cobblestone swells, paved parking spaces, knee walls and granite terracing. It will diminish valuable open space which has already suffered from the addition of structures and a major roadway. The plans will necessitate significant new maintenance and security expenses, noted by the Council members. Newburgh has no Parks Department and its DPW is already stretched thin. How will the City address these needs?

Taxpayers paid for a detailed park master plan in 1989. It should be revisited. Many of you raised concerns about the unsightly pergola ridden with graffiti in the viewshed of

the memorial. Rather than addressing the memorial and pergola as separate projects, the park's future should be examined holistically.

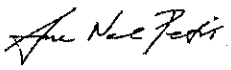
One final important question. This memorial involves human remains. To date there has been no DNA testing to identify possible descendants. Surely the families of the deceased, if they can be identified, deserve to be part of this process as well.

All of these issues need to be reviewed in the public eye. **And once they are, we believe there will be substantial reason to reconsider the siting and design of the memorial.** Downing Park is itself a memorial to famed Newburgh resident Andrew Jackson Downing. Any other important memorial deserves its own location.

If the park serves as the site, using the existing footprint of the Pergola would be far less costly and less intrusive. It would let us respect the dead and the Park.

The Olmsted Network looks forward to bringing people from across the nation to Newburgh in September to see Downing Park because of its national importance. If the Park is treated with respect, we could be just the first wave of visitors. I ask that this statement and my letter to the Council of February 21 be entered into the formal public record. Thank you very much.

Sincerely,



Anne Neal Petri
President & CEO

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The Olmsted Network, based in Washington, DC, is proud to partner with hundreds of conservancies, friends groups, scholars, professionals and interested individuals throughout the country – and across the globe. We offer advocacy, education and stewardship support and are the leading champion for Olmsted's parks, places and principles. Learn more at Olmsted.org.

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

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

Mayor Harvey asked Ms. Kelson in respect to Downing Park and the Colored Burial Ground if she could give an account of where we've been in terms of public hearings.

Michelle Kelson, Corporation Counsel said she is not managing that project, so she doesn't have the detailed information that he is looking for. There was public engagement and a stakeholder committee meeting, but they are one of many stakeholders so there are other voices and participants who are entitled to their opinions and position. This is a city-wide project that has been ongoing for a long time and there are multiple voices and multiple opinions about how the project should continue forward. The African American Colored Burial Ground Committee has been working diligently to keep the project alive in everyone's hearts and minds so it doesn't disappear and when Ms. Church returns to work, we can get more detailed information for the Council.

Mayor Harvey asked if we had some public hearings regarding this.

Ms. Kelson said we had Council meetings where the project was addressed at various stages as this has been going on since 2006, 2007 and in the last year to eighteen months there was some new energy brought to the existing Committee with a proposal that was presented to the City Council. We had some internal meetings about project management, put out and RFP and gave the Council the proposal for the current location and why we thought it was an appropriate location. That was addressed at a few Council meetings and the Council agreed with the plan to go forward which was to identify the location, issue the RFP for a designer to come in and work with the City and to develop an appropriate and suitable location. That project has been ongoing for the past six or seven months and we have brought a consultant in twice. Part of the scope of services was to update the Council at various percentages of completion so that the Council is happy with the end product. We have had feedback and for the most part it has been positive so she thinks the project should continue to progress. There has to be a time where everyone has a chance to be heard, not just certain constituencies, and we are not always going to have one hundred percent agreement but there is a consensus that we have a good foundation on which the project can be built. It's important to a large segment of the community that may not have been heard in the past that is now getting the attention that other constituencies are used to receiving and she thinks it's important that the project have some finality and come to a conclusion that the vast majority of the people who live and work here want to see. So far, as she is aware, the vast majority have been supportive of the steps to date.

Councilmember Sofokles said we started the Downing Park Planning Committee in 1985 and you cannot change the name. We have a 501c3 and she prepares the taxes in her office every year for the committee. She has been a member and has organized countless events in the Park over the years. We voted on the project at the top of the Park because it's a good idea and it will improve that part of the Park. The top part of the Park is a mess and

it's hidden from view so we are going forward with the project and it will be beautiful. Along with that we are also going to attempt to restore the pergola, so it makes it beautiful at the top of the Park. The Downing Park Planning Committee did the Shelter House, dredged the Polly, cleared the Amphitheater and put the kiosk at the corner. We have done so many things in that Park because the city is now cooperative with us but back in the day we had to fight for everything. You can't just change the name. The Downing Park Planning Committee has the right to be in that Shelter House not a Downing Park Conservancy. You can't take what we have been doing for thirty-five years and change the name but if you want to join the Downing Park Planning Committee, you can. You can't just change the name of our group and then occupy the Shelter House, it's not possible.

Councilmember Martinez thanked everyone who came out tonight. On the CDBG funding, she thanked everyone who spoke about it tonight because it's difficult for people to voice their opinions. She is glad to hear about the support for Crystal Lake Park and knows that this Council supports that as well as home ownership assistance and all of these wonderful ideas that we will keep in mind. Something that is always a recurring issue at these meetings is housing, so she thanked everyone who talked about the housing issues and wants to be mindful of the wording that we choose to use when we talk about low-income housing and how we correlate low-income housing with poverty and crime. Just because someone is of low-income does not mean they are bringing crime to our city. A lot of these residents are in unfortunate situations and as Council members we are here to serve our most vulnerable populations. She is also aware that our City cannot progress with just affordable housing which means there has to be a balance. She is a big supporter of development without displacement, which means we are welcoming mixed income, mixed use buildings and that a portion of these homes will be for our vulnerable populations but at the same time we are also encouraging businesses. We have approved several of these projects that do incorporate that and one of the projects she is really excited about is the Kearney Group which is bringing in really great projects to our city. It's all about balance so she is really respectful of everybody that comes up and shares their views. This article that was given to them about the City of Newburgh being named the murder capital she does not agree with and says it's not true.

Councilmember McLymore liked the idea brought up about a monthly parking pass and thinks it should be look into. This article that was given to them is old and horrible, but he believes this city and the community has changed the narrative of that. We have come together to keep our city safe and make sure that enforcement is enacted and the stats of what we heard today has proven crime has gone down. He doesn't even know if whoever wrote this article is a credible source and whenever we subscribe to something like this, we are hurting ourselves so we shouldn't do that. We should make sure we are all working together to live in a safe and thriving community. Michelle Bash mentioned Newburgh Illuminated and we all want to know what is going on as well.

Councilmember Monteverde said this is fear mongering because this City has changed. We have a lot of community minded people now living in this City and coming to the Council meetings to share their thoughts and concerns, so it's changed and has come a long way. The other thing is that the snow emergency signs are very confusing and she doesn't understand them either. On the website there is a map that is very clear which helps, or she always suggests following what everyone else does. On the CDBG grant and economic development, she asked what it means that we do business assisted programs because it's not clear. The other concern she has is that we only have $12,551.33 for housing, which is

not good. She would like to see that increased because we could use a lot more money for assistance and because this has not changed in many years.

Councilmember Shakur thanked the Police Commissioner for his presentation tonight. He likes what he is doing in our City but he doesn't like what the Feds and the State are doing to our City. In 1974 they declared a war on drugs in this Country and since 1974 every year he sees Black and Brown kids arrested for drugs but there are more drugs than ever in our community so where is the war on drugs? It's been a war on our kids. There has been no war on drugs in our city since 1974 because it's been a war on Black and Brown children and there are more drugs than ever in our community. If you look at all of these homeless people we are talking about, these are White kids coming to our community to buy these drugs and getting stuck here. They don't get arrested; they get more drugs, and they get housing in our community while our kids go to jail. So where is the war on drugs? It's a war on Black and Brown children and it needs to stop. We need to stop that by making sure our Police Department does their job and stops going along with the Feds who are the biggest drug pushers in this Country because they are allowing drugs to come in to our community. Say it for what it is; a war on Black and Brown children and if you walk through the streets of Newburgh you will see more drugs than ever. So how is there a war on drugs and all of these kids keep getting arrested?

Councilmember Sklarz said that this past Saturday he had the pleasure of representing the city when Legoland came to Newburgh at the Newburgh Armory Unity Center. We received a very generous donation from Legoland to equip an interactive classroom designed to enhance science, technology, engineering, art and math teachings which is called STEAM. This will provide thirty programs which were free of charge to hundreds of Newburgh kids and their families. Last Thursday we received some presentations at the Work Session and the Memorial Park reinterment area in the upper area of Downing Park near the pergola has been discussed at least two or three times over the past year to eighteen months. Once completed the area will provide a place for both reflection and reinternment for residents whose remains have been stored at SUNY New Paltz for more than a decade, so we need to get this done. We also received copies of the fiscal improvement plan for years 2024 to 2027 which was sent to the State Comptroller's Office and this plan proposes increases to both our tax rate and our fees for the sanitation, sewer and water funds. He encouraged anyone who missed it to view the Work Session on line to see what is being proposed so we can discuss it before the Budget session begins.

Councilwoman Sofokles already said what she wanted to say and added that the article they were given is a twenty-year-old article that was released years ago.

Mayor Harvey said the article stated the City *"has"* been named the murder capital but they are probably looking at twenty year old data from a non-credible source. For over fifty years poverty pimps wanted to carry this narrative about the City of Newburgh so they can continue to profit off of poverty and crime but as soon as we start turning the City around and changing the narrative all the poverty pimps come out with the old narrative. As far as the Illuminated Festival is concerned, we've had some very productive talks and we have made some great compromises but there are two elements that the Newburgh Illuminated Committee is making demands for which cannot be met. One is that they can't do the Illuminated Festival without golf carts but there is ongoing litigation regarding golf carts because someone allegedly was injured by a golf cart at one of the events. The second is they are demanding that the Orange County Sherriff's Department and the New

York State Troopers be present at the Festival. The city is not going to meet that demand either so those are two points that we just can't get beyond and that's why Newburgh Illuminated probably won't happen this year but there are contingencies to move forward with it in the future.

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

CITY MANAGER'S REPORT

Resolution No. 25 - 2024 - 2023 Year End Budget Adjustment (For Audit)

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

Resolution No. 26 - 2024 - RICOH Lease Agreement Addendum

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

Resolution No. 27 - 2024 - RICOH Order Agreement

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

Resolution No. 28 - 2024 - 169 1/2 Liberty Street - Release of Restrictive Covenants

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

Resolution No. 29 - 2024 - Purchase of 146 Renwick Street

Councilmember Shakur said he found out that the person who is trying to purchase this property already owns a house, so it won't be owner occupied. Isn't this supposed to be owner occupied?

Corporation Counsel, Michelle Kelson said it is supposed to be owner occupied and there will be a deed restriction. She is not aware that they own another property in the City of Newburgh. As far as she is aware, the purchaser is a City resident not necessarily a property owner.

Councilmember Shakur said it's supposed to be owner occupied so if someone already owns a house then they won't be living in this one.

Ms. Kelson said the terms of sale require that the purchaser reside on the property for five years following the renovations and she is not aware that the purchaser owns another property in the City of Newburgh in which they live. She is aware that they are a City

resident and their application does state that they have previously owned a home in their personal name but that doesn't necessarily mean that they own a building in the City of Newburgh in which they are currently living.

Councilmember Shakur moved and Councilmenber Sofokles seconded to table the resoltuion.
Ayes: Martinez, McLymore, Monteverde, Shakur, Sklarz, Sofokles, Harvey - 7
TABLED

Resolution No. 30 - 2024 - Baker Tilly Contract

Mayor Harvey asked if this went out for an RFP.

City Manager, Todd Venning said it did not go out for RFP because it is not required but we did receive quotes and spoke to several vendors. They have a strong track record and work with private companies as well as municipalities and have worked with other Council, Manager run systems. The schedule is complex and diverse in the topics it covers and is intended to be a sort of how to for the City Council members which is something that we have never really done in terms of professional development and getting people who become elected officials up to speed on how multiple processes work.

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

Resolution No. 31 - 2024 - Amendment to P.D. 2024 Personnel Book

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

Resolution No. 32 - 2024 - Donation of $300 from Harbor Freight Tools

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

Resolution No. 33 - 2024 - Partners in Safety Agreement

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

Resolution No. 34 - 2024 - Conservation Advisory Council 2024 Environmental Justice Fellows Program - Greater Newburgh Parks Conservancy Agreement

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

Adopted

Resolution No. 35 - 2024 - Appointments - Police Community Relations and Review Board

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

Resolution No. 36 - 2024 - Settlement of Claim with Dominique Williams

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

NEW BUSINESS

Councilmember Monteverde said she had a meeting with the Executive Director for Habitat and asked if we can bring Habitat to the Council for a presentation possibly in the spring.

City Manager, Todd Venning said he is aware that the C. O. of Habitat has had meetings with some of the Board members and the Executive Office also has a meeting scheduled. Once we have a better idea of what they want to present to the Council, we can talk about that.

Mayor Harvey said he has a meeting with her this week.

Councilmember McLymore asked for the number of personnel for our Fire Department and also what trucks are being used or not used and what is needed.

City Manager, Todd Venning said he can get an update from the Fire Chief and payroll tomorrow, but we do put the basic information on the City's website in terms of the number of staff and apparatus. He will work with the Fire Chief to get the vehicles that are in use, not in use, the boat, etc.

Councilmember Shakur said that a couple of years ago we had a summer program with kids on voter registration through the County and asked if we can get into that program again this year.

City Manager, Todd Venning said we do that program every year. That is the Summer Youth Employment Program through the County and the Rec Director, DPW Superintendent and Water Superintendent take interns every year. DPW has two right now that were extended for the winer months.

Mayor Harvey said that when they went to Albany it was a very productive experience. They went to the MWBE (Minority and Women Owned Business Enterprises) Seminar and it was great with a panelist of powerful speakers from different parts of the State Assembly. When we do construction projects and have RFP's, the Council should look at the community benefit agreements. We have a fourteen-million-dollar Aquatic Center being constructed and we want to make sure that minority and minority women business enterprise owners are included in the conversations with the community benefit

agreements. We want to make sure they have opportunities before construction, during construction and post construction. We want to put that on the agenda so we can talk about all of the construction projects in the City of Newburgh and if a community benefit agreement exists, then the Council should have a copy of it. If they don't exist, then we have to start having those conversations. There are State and Federal Grants for wireless access, especially for low-income housing, called Connect New York. We met the top rep in Albany and a vendor who said that if Newburgh is not on that program then we need to get on it so people can have either free access to Wi-Fi or pay a reduced fee.

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

OLD BUSINESS

Councilmember Shakur asked if we came up with what we are going to do for Coach Burks.

Mayor Harvey said we already gave him a key to City, which is the highest award we can give, and he knows this is coming up for March 10th so let's put it on the agenda for the next meeting.

Corporation Counsel, Michelle Kelson noted that the next voting meeting is on March 11th, and we already talked about this. We suggested or recommended that you could maybe do a Mayor's Proclamation which doesn't require an official Council meeting.

Mayor Harvey agreed to do a Certificate of Recognition and put it in a frame.

Councilmember Martinez asked for a follow up on a designated area for the food trucks because with the weather getting warmer she would like to see the City promote our food truck businesses. Did we designate an area?

City Manager, Todd Venning said that at one point we had a food truck Friday thing happening at the Rec and there are still a couple that go there. He will follow up with the Rec Director on how that's going but he knows there are at least two food trucks that still use that location.

Councilmember Martinez said she has seen a couple of them there but instead of just a one-time event she would like to see a general area.

Corporation Counsel, Michelle Kelson said we will have to revisit the regulations again because the Council has done a complete one eighty on food trucks. That is going to be another staff project that we are going to have to work on and you are going to have to put it on your list of priorities to figure out how we are going to get this all done.

Councilmember Shakur said that where the cabs used to park by the cemetery is not being used so the food vendors were using that location and they've asked if they could use that spot again.

Mayor Harvey said they can't be on Broadway. He received a flyer from East Fishkill regarding the 2024 East Fishkill approved food truck permits which gives the locations and times of where they will be. He will share that with the Council and the City Manager because they are doing it in a cool organized way and maybe we can work on doing something similar.

Councilmember McLymore said he had asked for data and information on narcotics arrests.

City Manager, Todd Venning said they have his request and it's being generated. As soon as what is available is ready, it will be provided.

Councilmember McLymore said he had also asked for information on Juneteenth being a City Holiday.

City Manager, Todd Venning said he also has that request and reminded the Council that we grant Holidays through bargaining agreements. We are done with four of the contracts and for whatever reason certain Unions did not propose Juneteenth as a Holiday or they requested it, and we did not come to an agreement. If the Council does choose to go this route, you will basically be giving away this item without negotiating for it, which you can do, however, some things to consider are that when we close down government your essential employes like DWP, Police and Fire can't be off and will have to be compensated with either comp time or personal leave. It's not just the financial cost, it's the operational impact but once that data is prepared, they can decide if they still want to move forward.

Councilmember Martinez is wondering if it's worth revisiting the Mobile Police Unit that was tried a year or two ago because she has received many emails and calls from constituents on Dubois Street concerning the rising crime in that area. If we can't do the Mobile Police Unit, she would like to see more foot patrol in that area.

City Manager, Todd Venning said that following her earlier request, the Commissioner directed some foot patrol onto Dubois. Obviously more could be done so we will hopefully be able to tackle that once we get the manpower to a certain level and we will follow up.

Mayor Harvey asked for an update on the Comprehensive Video Surveillance.

City Manager, Todd Venning said we are having some IT complications to say the least. As soon as those complications are resolved, we can expand the program. The cameras are affordable for our budget and the installation is affordable but we are experiencing some once in a life time IT changes and the new IT department is working to bring the City of Newburgh into the twenty-first century. We have some servers that are from the early 2000's that they want to bring up to 2022 and a lot of these old servers just can't support some of the other issues such as the cameras that are always down on the west trunk link because of the connection. The only other options we see that are going to get them together is either another tower for Wi-Fi or fiber optics and fiber optics requires going underground. We just have to fix the core underlying issue first and once that's resolved he is confident that ordering the cameras and setting them up will not be an issue.

Councilmember Monteverde said that with the phones she used to get emails, but she hasn't gotten any for a while so is that because of the IT issue?

City Manager, Todd Venning said we all don't have that right now, but the IT Director has assured him that there is an upgrade that they plan on doing which should re-enable that feature and he will confirm that with him tomorrow.

Councilmember Monteverde also noted that she is also receiving all of the calls for the City Clerk's Office on her cell phone.

City Manager, Todd Venning said he can check to see if her number is similar to the Clerk's Office.

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

FURTHER COMMENTS FROM THE COUNCIL

Councilmember Martinez said that the rest of the comments she wanted to finish were already mentioned by her colleagues, so she again encouraged the public to continue to participate, get involved and ask questions. She wished everyone a good night.

Councilmember McLymore said we don't give George enough credit and he wants to give him credit on the upgrades to the Police Department Headquarters. This is important because when we start moving towards accreditation for the Police Department, this is one of the things that they look at. He told George he sees his work and is pretty sure that everyone else does too so thank you for what you do.

Councilmember Monteverde announced that the Newburgh Community Clean Up will be on the last Saturday in April.

Councilmember Shakur thanked everyone for coming out and said they had a good time at the Black and Latino Convention. He also went to the Working Families Convention which is where you meet people and build relationships with other communities. He met the President of the Albany City Council where they are experiencing the same problems that we are, so he asked him if they could sit down and address Albany's government about our cities more effectively together. Now he wants to go to more of these Conventions to meet people and build relationships with other city governments.

Councilmember Sklarz thanked everyone for coming out tonight and for their endurance. He wished everyone a good night.

Councilmember Sofokles said, *"Ditto"*.

Mayor Harvey wanted to address the comments made by Ms. Best. A lot of times Mayors and Council members are approached with matters that we have no power over. When a Judge adjudicates the law on a case that is through the judicial branch, no one in this room can overturn that. We are the legislative branch, so we legislate city ordinances, resolutions and laws and the judicial branch interprets, adjudicates and makes judgement. When they do that, we have no authority or jurisdiction to overturn their judgment and he

wanted to share this because a lot of times people think that the Mayor can do things that he can't do. He told Ms. Best that unfortunately there is nothing they can do and the best thing he can recommend is to get a good Attorney to fight her case or make an appeal.

ADJOURNMENT

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

LORENE VITEK
CITY CLERK

RESOLUTION NO.: 25 - 2024

OF

FEBRUARY 26, 2024

RESOLUTION AMENDING RESOLUTION NO: 286-2022,
THE 2023 BUDGET FOR THE CITY OF NEWBURGH, NEW YORK
FOR 2023 YEAR END BUDGET TRANSFERS AND/OR AMENDMENTS
TO ADJUST FOR ANY ITEMS IN EXCESS OF BUDGET

WHEREAS, all 2023 budget lines ending in excess of appropriation can be covered by other 2023 budget lines ending with funds remaining, which requires a budget amendment but no increase in excess of the total annual appropriation; the same being in the best interest of the City of Newburgh;

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Newburgh that Resolution No.: 286-2022, the 2023 Budget of the City of Newburgh, is hereby amended as follows:

GL Account	Description	Increase Budget	Decrease Budget
A.1430.0106	Severance Pay	$ 109,970.33	
A.1680.0106	Severance Pay	$ 122,667.60	
A.1680.0110	Temporary	$ 103,655.71	
A.1680.0491	Web Services	$ 6,159.29	
A.3120.0103	Overtime	$ 553,522.92	
A.5133.0103	Overtime	$ 11,773.11	
A.1680.0448	Other Services	$ 10,161.29	
A.1900.1951	Contractual Salaries		$ 917,910.25
F.1420.0448.0001	PFOS Litigation	$ 35,715.26	
F.9900.0923	Contribution to Self-Insurance	$ 0.24	
F.1900.1950	Taxes on City Property	$ 38,669.74	
F.0000.0599.1000.0000	Appropriated Fund Balance	$ 74,385.24	
S.9900.0923	Contribution to Self-Insurance	$ 0.24	
S.1900.1990	Contingency - Emergency		$ 0.24

GL Account	Description	Increase Budget	Decrease Budget
A.0000.1001.0000.0000	Real Property Taxes	$ 84,841.64	
A.0000.0599.1000.0000	Appropriated Fund Balance		$ 84,841.64
Total Adjustment:		**$1,151,522.61**	**$1,002,752.13**

RESOLUTION NO.: 26 - 2024

OF

FEBRUARY 26, 2024

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A LEASE AGREEMENT WITH RICOH USA, INC. FOR ADDITIONAL EQUIPMENT IN THE CODE COMPLIANCE BUREAU

WHEREAS, the City of Newburgh and RICOH USA, Inc. are parties to a master services agreement for copier equipment located in the Code Compliance Bureau; and

WHEREAS, a review of existing equipment finds that an additional product is required to promote the efficiency of the bureau; and

WHEREAS, the new equipment will have a new lease period of 36 months; and

WHEREAS, such funds are established and shall be derived from the applicable budget line; and

WHEREAS, this Council has reviewed the lease agreement attached hereto and finds the same to be in the best interests of the City of Newburgh;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and is hereby authorized to execute a lease agreement with RICOH USA, Inc. according to the terms therein stated for a new 36 month term.

DocuSign Envelope ID: 28F17C67-23AE-4AA6-B901-71714359DC1A

RICOH

Ricoh USA, Inc.
300 Eagleview Blvd #200
Exton, PA 19341

ADDENDUM

This ADDENDUM (this "Addendum"), dated as of the 13 day of July, 2023, to that certain Lease Agreement no. _____ - _____ (the "Agreement"), dated as of the 13th day of July, 2023, between Ricoh USA, Inc. ("we" or "us") and Newburgh, City of, as customer ("Customer" or "you"). Except to the extent modified by this Addendum, the terms and conditions of the Agreement will remain unchanged and shall continue in full force and effect.

The parties, intending to be legally bound, agree that the Agreement shall be modified as follows:

1. The second sentence of Section 1 of the Agreement is hereby amended by adding "Except as set forth in Section 18 below" at the beginning of the second sentence.

2. The Agreement is further amended by adding the following new Section 18 immediately after Section 17:

"18. **State and Local Government Provisions.**

(a) Essentiality. During the term of this Lease, the Equipment will be used solely for the purpose of performing one or more governmental or proprietary functions consistent with the permissible scope of your authority. You represent and warrant that the use of the Equipment is essential to performing such governmental or proprietary functions.

(b) Non-Appropriation/Non-Substitution. (i) If all of the following shall occur: (A) your governing body fails to appropriate sufficient monies in any fiscal period for rentals and other payments coming due under this Lease in the next succeeding fiscal period for any equipment which will perform services and functions which in whole or in part are essentially the same services and functions performed by the Equipment, (B) other funds are not available for such payments, and (C) the non-appropriation of funds did not result from any act or failure to act on your part, then a "Non-Appropriation" shall be deemed to have occurred. (ii) If a Non-Appropriation occurs, then: (A) you must give us immediate notice of such Non-Appropriation and provide written notice of such failure by your governing body at least sixty (60) days prior to the end of the then current fiscal year or if Non-Appropriation has not occurred by such date, immediately upon Non-Appropriation, (B) no later than the last day of the fiscal year for which appropriations were made for the rental due under this Lease (the "Return Date"), you shall return to us all, but not less than all, of the Equipment, at your sole expense, in accordance with the terms hereof; and (C) this Lease shall terminate on the Return Date without penalty or expense to you and you shall not be obligated to pay the rentals beyond such fiscal year, provided that (x) you shall pay any and all rentals and other payments due up through the end of the last day of the fiscal year for which appropriations were made and (y) you shall pay month-to-month rent at the rate set forth in this Lease for each month or part thereof that you fail to return the Equipment as required herein. (iii) Upon any such Non-Appropriation, upon our request, you will provide an opinion of independent counsel (who shall be reasonably acceptable to us), in form reasonably acceptable to us, confirming the Non-Appropriation and providing reasonably sufficient proof of such Non-Appropriation.

Customer Initials

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(c) Funding Intent. You represent and warrant to us that you presently intend to continue this Lease for the entire term and to pay all rentals relating to this Lease and to do all things lawfully within your power to obtain and maintain funds from which the rentals and all other payments owing under this Lease may be made. The parties acknowledge that appropriation for rentals is a governmental function to which you cannot contractually commit yourself in advance and this Lease shall not constitute such a commitment. To the extent permitted by law, the person or entity in charge of preparing your budget will include in the budget request for each fiscal year during the term of this Lease an amount equal to the rentals (to be used for such rentals) to become due in such fiscal year, and will use all reasonable and lawful means available to secure the appropriation of money for such fiscal year sufficient to pay all rentals coming due during such fiscal year.

(d) Authority and Authorization. (i) You represent and warrant to us that: (A) you are a State or political subdivision of a State, as those terms are defined in Section 103 of the Internal Revenue Code; (B) you have the power and authority to enter into this Lease; (C) this Lease has been duly authorized, executed and delivered by you and constitutes a valid, legal and binding agreement enforceable against you in accordance with its terms; and (D) no further approval, consent or withholding of objections is required from any governmental authority with respect to this Lease. (ii) If and to the extent required by us, you agree to provide us with an opinion of independent counsel (who shall be reasonably acceptable to us) confirming the foregoing and other related matters, in form and substance acceptable to us. (iii) You agree to take all required actions and to file all necessary forms, including IRS Forms 8038-G or 8038-GC, as applicable, to preserve the tax exempt status of this Lease. (iv) You agree to provide us with any other documents that we may reasonably request in connection with the foregoing and this Lease.

(e) Assignment. You agree to acknowledge any assignment to the Assignee in writing, if so requested, and, if applicable, to keep a complete and accurate record of all such assignments in a manner that complies with Section 149(a) of the Internal Revenue Code and the regulations promulgated thereunder."

3. All capitalized terms used but not defined in this Addendum will have the meanings given to them in the Agreement.

IN WITNESS WHEREOF, each party has caused its duly authorized officer to execute this Addendum, as of the date first written above.

CUSTOMER	**Ricoh USA, Inc.**
X _____ 7/13/2023	_____
Authorized Signature Date	*Authorized Signature* Date
_____	_____
Print Authorized Signer Name Title	Print Authorized Signer Name Title

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DocuSign Envelope ID: 92E0B6D0-98F2-4962-B1C3-EFFC5F7A3B3D

RICOH

Ricoh USA, Inc.
300 Eagleview Blvd
Suite 200
Exton, PA 19341

Lease Agreement

Number: _____

This Lease Agreement (this "Lease") has been written in clear, easy to understand language. Please take time to review the terms. When we use "Customer," "you" or "your," we are referring to you, our Customer. When we use "we," "us" or "our," we are referring to Ricoh USA, Inc. ("Ricoh") or, if we assign this Lease pursuant to Section 3 below, the Assignee (as defined below). Our corporate office is located at 300 Eagleview Blvd, Suite 200, Exton, PA 19341.

CUSTOMER INFORMATION

NEWBURGH, CITY OF				Joseph Falcone			
Full Legal Name				Billing Contact Name			
123 GRAND ST				83 BROADWAY FL 2			
Equipment Location Address				Billing Address *(if different from location address)*			
NEWBURGH	ORANGE	NY	12550-4678	NEWBURGH	ORANGE	NY	12550-5617
City	County	State	Zip	City	County	State	Zip

Federal Tax ID No.	Billing Contact Telephone No.	Billing Contact Facsimile Number	Billing Contact E-Mail Address
14-6000232 *(Do Not Insert Social Security No.)*	(845)569-7345		JFalcone@cityofnewburgh-ny.gov

EQUIPMENT DESCRIPTION

Qty	Equipment Description: Make& Model	Street Address/City/State/Zip
1	RICOH IMC4500 CONFIGURABLE PTO MODEL	123 GRAND ST, NEWBURGH, NY, 12550-4678, US

PAYMENT SCHEDULE

Minimum Term *(months)*	Minimum Payment *(Without Tax)*	Minimum Payment Billing Frequency
37	See Addendum	☑ Monthly ☐ Quarterly ☐ Other:

ADDITIONAL PROVISIONS (if any) are:

Sales Tax Exempt: ☑Yes (Attach Exemption Certificate) Customer Billing Reference Number (P.O.#, etc.) _____
Addendum Attached: ☑Yes (Check if yes and indicate total number of pages: _1_)

TERMS AND CONDITIONS:

1. Lease Agreement. You agree to lease from us the equipment listed above ("Equipment"). THIS LEASE IS UNCONDITIONAL AND NON-CANCELABLE. Effective as of delivery of the Equipment, you agree to all of the terms and conditions contained in this Lease. You agree this Lease is for the entire lease term indicated above. You also agree that the Equipment will be used solely for lawful business purposes and not for personal, family or household purposes and the "Equipment Location" identified above is a business address. To the extent the Equipment includes intangible property or associated services such as periodic software licenses and prepaid data base subscription rights, such intangible property shall be referred to as the "Software." The manufacturer of the tangible Equipment shall be referred to as the "Manufacturer." Our signature indicates our acceptance of this Lease.

2. Location of Equipment. You will keep the Equipment at the Equipment Location. You must obtain our written permission, which will not be unreasonably withheld, to move the Equipment. With reasonable notice, you will allow us or our designee to inspect the Equipment.

3. Ownership of Equipment; Assignment. We are the sole owner and titleholder to the Equipment (except for any Software). You will keep the Equipment free of all liens and encumbrances. YOU HAVE NO RIGHT TO SELL, TRANSFER, ENCUMBER, SUBLET OR ASSIGN THE EQUIPMENT OR THIS LEASE WITHOUT OUR PRIOR WRITTEN CONSENT (which consent shall not be unreasonably withheld). You agree that we may sell or assign all or a portion of our interests in the Equipment and/or this Lease without notice to you even if less than all the payments have been assigned. In that event, the assignee (the "Assignee") will have such rights as we assign to them but none of our obligations (we will keep those obligations) and the rights of the Assignee will not be subject to any claims, defenses or set-offs that you may have against us. No assignment to an Assignee will release Ricoh from any obligations Ricoh may have to you hereunder. The Maintenance Agreement you have entered into with a Servicer will remain in full force and effect with Servicer and will not be affected by any such assignment. You acknowledge that the Assignee did not manufacture or design the Equipment and that you have selected the Manufacturer, the Servicer and the Equipment based on your own judgment.

4. Software or Intangibles. To the extent that the Equipment includes Software, you understand and agree that we have no right, title or interest in the Software and you will comply throughout the term of this Lease with any license and/or other agreement ("Software License") entered into with the supplier of the Software ("Software Supplier"). You are responsible for entering into any Software License with the Software Supplier no later than the Effective Date (as defined below).

5. Taxes and Origination Fee. In addition to the payments under this Lease, you agree to pay all taxes, assessments, fees and charges governmentally imposed upon our purchase, ownership, possession, leasing, renting, operation, control or use of the Equipment. If we are required to file and pay property tax, you agree at our discretion, to either: (a) reimburse us for all personal property and other similar taxes and governmental charges associated with the ownership, possession or use of the Equipment when billed by the jurisdictions; or (b) remit to us each billing period our estimate of the pro-rated equivalent of such taxes and governmental charges. In the event that the billing period sums include a separately stated estimate of personal property and other similar taxes, you acknowledge and agree that such amount

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represents our estimate of such taxes that will be payable with respect to the Equipment during the term of this Lease. As compensation for our internal and external costs in the administration of taxes related to each unit of Equipment, you agree to pay us a "Property Tax Administrative Fee" in an amount not to exceed the greater of 10% of the invoiced property tax amount or $10 each time such tax is invoiced during the term of this Lease, not to exceed the maximum amount permitted by applicable law. The Property Tax Administrative Fee, at our sole discretion, may be increased by an amount not exceeding 10% thereof for each subsequent year during the term of this Lease to reflect our increased cost of administration, and we will notify you of any such increase by indicating such increased amount in the relevant invoice or in such other manner as we may deem appropriate. If we are required to pay upfront sales or use tax and you opt to pay such tax over the term of this Lease and not as a lump sum at Lease inception, then you agree to pay us a "Sales Tax Administrative Fee" equal to 3.5% of the total tax due per year. Sales and use tax, if applicable, will be charged until a valid sales and use tax exemption certificate is provided to us. In connection with this Lease, you agree to pay us an origination fee of $75.00 on the first payment date.

6. Uniform Commercial Code ("UCC") Filing. To protect our rights in the Equipment in the event this Lease is determined to be a security agreement, you hereby grant to us a security interest in the Equipment, and all proceeds, products, rents or profits from the sale, casualty loss or other disposition thereof. You authorize us to file a copy of this Lease as a financing statement, and you agree to promptly execute and deliver to us any financing statements covering the Equipment that we may reasonably require; provided, however, that you hereby authorize us to file any such financing statement without your authentication to the extent permitted by applicable law.

7. Warranties. We transfer to you, without recourse, for the term of this Lease, any written warranties made by the Manufacturer or the Software Supplier with respect to the Equipment. YOU ACKNOWLEDGE THAT YOU HAVE SELECTED THE EQUIPMENT BASED ON YOUR OWN JUDGMENT AND YOU HEREBY AFFIRMATIVELY DISCLAIM RELIANCE ON ANY ORAL REPRESENTATION CONCERNING THE EQUIPMENT MADE TO YOU. However, if you enter into a Maintenance Agreement with the Servicer with respect to any Equipment, no provision, clause or paragraph of this Lease shall alter, restrict, diminish or waive the rights, remedies or benefits that you may have against the Servicer under such Maintenance Agreement. WE MAKE NO WARRANTY, EXPRESS, OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. AS TO US AND OUR ASSIGNEE, YOU LEASE THE EQUIPMENT "AS-IS."

8. Maintenance of Our Equipment. You agree to install (if required), use and maintain the Equipment in accordance with Manufacturers' specifications and to use only those supplies, which meet such specifications. You shall engage Ricoh, its subsidiaries or affiliates, or an independent third party (the "Servicer") to provide maintenance and support services pursuant to a separate agreement for such purpose ("Maintenance Agreement"). You will keep the Equipment in good condition, except for ordinary wear and tear.

9. Indemnity, Liability and Insurance. To the extent not prohibited by applicable law, you agree to indemnify us, defend us and hold us harmless from all claims arising out of the death or bodily injury of any person or the damage, loss or destruction of any tangible property caused by or to the Equipment, except to the extent caused by our gross negligence or willful misconduct. Notwithstanding anything to the contrary, in no event shall we be liable to you for any indirect, special or consequential damages. You are responsible for any theft of, destruction of, or damage to the Equipment from any cause at all, whether or not insured, from the time of Equipment delivery to you until it is delivered to us at the end of the term of this Agreement. You agree to maintain insurance to cover the Equipment for all types of loss, including, without limitation, theft, in an amount not less than the full replacement value and you will name us as an additional insured and loss payee on your insurance policy. In addition, you agree to maintain comprehensive public liability insurance, which, upon our request, shall be in an amount acceptable to us and shall name us as an additional insured. Such insurance will provide that we will be given thirty (30) days advance notice of any cancellation. You agree to provide us with evidence of such insurance in a form reasonably satisfactory to us. If you fail to maintain such insurance or to provide us with evidence of such insurance, we may (but are not obligated to) obtain insurance in such amounts and against such risks as we deem necessary to protect our interest in the Equipment. Such insurance obtained by us will not insure you against any claim, liability or loss related to your interest in the Equipment and may be cancelled by us at any time. You agree to pay us an additional amount each month to reimburse us for the insurance premium and an administrative fee, on which we or our affiliates may earn a profit. In the event of loss or damage to the Equipment, you agree to remain responsible for the payment obligations under this Lease until the payment obligations are fully satisfied.

10. Renewal and Return of Equipment. After the Minimum Term or any extension, this Lease will automatically renew on a month-to-month basis unless either party notifies the other in writing at least thirty (30) days, but not more than one hundred twenty (120) days, prior to the expiration of the Minimum Term or extension; provided, however, that at any time during any month-to-month renewal, we have the right, upon thirty (30) days notice, to demand that you return the Equipment to us in accordance with the terms of this Section 10. Notwithstanding the foregoing, nothing herein is intended to provide, nor shall be interpreted as providing, (a) you with a legally enforceable option to extend or renew the terms of this Lease, or (b) us with a legally enforceable option to compel any such extension or renewal. At the end of or upon termination of this Lease, you will immediately return the Equipment to the location designated by us, in as good condition as when you received it, except for ordinary wear and tear. You will bear all shipping, de-installing, and crating expenses and will insure the Equipment for its full replacement value during shipping. You must pay additional monthly Payments at the same rate as then in effect under this Lease, until the Equipment is returned by you and is received in good condition and working order by us or our designees. Notwithstanding anything to the contrary set forth in this Lease, the parties acknowledge and agree that we shall have no obligation to remove, delete, preserve, maintain or otherwise safeguard any information, images or content retained by or resident in any Equipment leased by you hereunder, whether through a digital storage device, hard drive or other electronic medium ("Data Management Services"). If desired, you may engage Ricoh to perform Data Management Services at then-prevailing rates. You acknowledge that you are responsible for ensuring your own compliance with legal requirements in connection with data retention and protection and that we do not provide legal advice or represent that the Equipment will guarantee compliance with such requirements. The selection, use and design of any Data Management Services, and any decisions arising with respect to the deletion or storage of data, as well as the loss of any data resulting therefrom, shall be your sole and exclusive responsibility.

11. Lease Payments. Payments will begin on the Equipment delivery and acceptance date ("Effective Date") or such later date as we may designate. The remaining payments are due on the same day of each subsequent month (unless otherwise specified on page 1 hereof). You agree to pay us each payment when it is due, and if any payment is not received within ten (10) days of its due date, you agree to pay a one-time late charge of 5% or $5 (whichever is greater, but not to exceed the maximum amount allowed by applicable law) on the overdue amount. You also agree to pay all shipping and delivery costs associated with the ownership or use of the Equipment, which amounts may be included in your payment or billed separately. You also agree to pay $25 for each check returned for insufficient funds or any other reason. You agree that you will remit payments to us in the form of company checks, (or personal checks in the case of sole proprietorships), direct debit or wires only. You also agree that cash and cash equivalents are not acceptable forms of payment for this Lease and that you will not remit such forms of payment to us. Payment in any other form may delay processing or be returned to you. Furthermore, only you or your authorized agent as approved by us will remit payments to us.

12. Default and Remedies. Each of the following is a "Default" under this Lease: (a) you fail to pay any amount within thirty (30) days of its due date, (b) any representation or warranty made by you in this Lease is false or incorrect and/or you do not perform any of your other obligations under this Lease and/or under any other agreement with us or with any of our affiliates and this failure continues for thirty (30) days after we have notified you of it, (c) a petition is filed by or against you or any guarantor under any bankruptcy or insolvency law or a trustee, receiver or liquidator is appointed for you, any guarantor or any substantial part of your assets, (d) you or any guarantor makes an assignment for the benefit of creditors, (e) any guarantor dies, stops doing business as a going concern or transfers all or substantially all of such guarantor's assets, or (f) you stop doing business as a going concern or transfer all or substantially all of your assets. If a Default occurs, we have the right to exercise any and all legal remedies available to us by applicable laws, including those set forth in Article 2A of the UCC. YOU WAIVE ANY AND ALL RIGHTS AND REMEDIES AS A CUSTOMER OR LESSEE THAT YOU HAVE UNDER ARTICLE 2A OF THE UCC AGAINST US (BUT NOT AGAINST THE MANUFACTURER OF THE EQUIPMENT). Additionally, we are entitled to all past due payments and we may accelerate and require you to immediately pay us the future payments due under the Lease present valued at the discount rate of 3% per year to the date of default plus the present value (at the same discount rate) of our anticipated value of the equipment at the end of the term of this Lease, and we may charge you interest on all amounts due us from the date of default until paid at the rate of 1.5% per month, but in no event more than the maximum rate permitted by applicable law. We may repossess the Equipment (and, with respect to any Software, (i) immediately terminate your right to use the Software including the disabling (on-site or by remote communication) of any Software; (ii) demand the immediate return and obtain possession of the Software and re-license the Software at a public or private sale; and/or (iii) cause the Software

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Supplier to terminate the Software License, support and other services under the Software License), and pursue you for any deficiency balance after disposing the Equipment, all to the extent permitted by law. You waive the rights you may have to notice before we seize any of the Equipment. You agree that all rights and remedies are cumulative and not exclusive. You promise to pay reasonable attorneys' fees and any cost associated with any action to enforce this Lease. This action will not void your responsibility to maintain and care for the Equipment, nor will Ricoh be liable for any action taken on our behalf. If we take possession of the Equipment, we agree to sell or otherwise dispose of it under such terms as may be acceptable to us in our discretion with or without notice, at a public or private disposition, and to apply the net proceeds (after we have deducted all costs, including reasonable attorneys' fees) to the amounts that you owe us. You will remain responsible for any deficiency that is due after we have applied any such net proceeds.

13. Business Agreement and Choice of Law. YOU AGREE THAT THIS LEASE WILL BE GOVERNED UNDER THE LAW FOR THE COMMONWEALTH OF PENNSYLVANIA. YOU ALSO CONSENT TO THE VENUE AND NON-EXCLUSIVE JURISDICTION OF ANY COURT LOCATED IN EACH OF THE COMMONWEALTH OF PENNSYLVANIA AND THE STATE WHERE YOUR PRINCIPAL PLACE OF BUSINESS OR RESIDENCE IS LOCATED TO RESOLVE ANY CONFLICT UNDER THIS LEASE. WE BOTH WAIVE THE RIGHT TO TRIAL BY JURY IN THE EVENT OF A LAWSUIT. TO HELP THE GOVERNMENT FIGHT THE FUNDING OF TERRORISM AND MONEY LAUNDERING ACTIVITIES, FEDERAL LAW REQUIRES ALL FINANCIAL INSTITUTIONS TO OBTAIN, VERIFY AND RECORD INFORMATION THAT IDENTIFIES EACH PERSON WHO OPENS AN ACCOUNT. WHAT THIS MEANS FOR YOU: WHEN YOU OPEN AN ACCOUNT, WE WILL ASK FOR YOUR NAME, ADDRESS AND OTHER INFORMATION THAT WILL ALLOW US TO IDENTIFY YOU. WE MAY ASK TO SEE IDENTIFYING DOCUMENTS.

14. No Waiver or Set Off. You agree that our delay, or failure to exercise any rights, does not prevent us from exercising them at a later time. If any part of this Lease is found to be invalid, then it shall not invalidate any of the other parts and the Lease shall be modified to the minimum extent as permitted by law. ALL PAYMENTS TO US ARE "NET" AND UNCONDITIONAL AND ARE NOT SUBJECT TO SET OFF, DEFENSE, COUNTERCLAIM OR REDUCTION FOR ANY REASON.

15. Entire Agreement; Delivery & Acceptance Certificate. ORAL AGREEMENTS OR COMMITMENTS TO LOAN MONEY, EXTEND CREDIT OR TO FORBEAR FROM ENFORCING REPAYMENT OF A DEBT INCLUDING PROMISES TO EXTEND OR RENEW SUCH DEBT ARE NOT ENFORCEABLE. YOU AGREE THAT THE TERMS AND CONDITIONS CONTAINED IN THIS LEASE REPRESENT THE ENTIRE AGREEMENT BETWEEN US AND YOU AND SUPERSEDE ALL PRIOR WRITTEN OR ORAL COMMUNICATIONS, UNDERSTANDINGS OR AGREEMENTS. Neither of us will be bound by any amendment, waiver, or other change unless agreed to in writing and signed by both. Any purchase order, or other ordering documents will not modify or affect this Lease, nor have any other legal effect and shall serve only the purpose of identifying the Equipment ordered. You agree to sign and return to us a delivery and acceptance certificate (which, at our request, may be done electronically) within three (3) business days after any Equipment is installed.

16. Counterparts; Facsimiles. This Lease may be executed in counterparts. The counterpart that has our original signature and/or is in our possession or control shall constitute chattel paper as that term is defined in the UCC and shall constitute the single true original agreement for all purposes. If you sign and transmit this Lease to us by facsimile or by other electronic transmission, the facsimile or other electronic transmission of this Lease, upon execution by us (manually or electronically, as applicable), shall be binding upon the parties. You authorize us to supply any missing "configure to order" number ("CTO"), other equipment identification numbers (including, without limitation, serial numbers), agreement identification numbers and/or dates in this Lease. You agree that the facsimile or other electronic transmission of this Lease containing your facsimile or other electronically transmitted signature, which is manually or electronically signed by us, shall constitute the original agreement for all purposes, including, without limitation, those outlined above in this Section. You agree to deliver to us upon our request the counterpart of this Lease containing your manual signature.

17. Miscellaneous. It is the intent of the parties that this Lease shall be deemed and constitute a "finance lease" as defined under and governed by Article 2A of the UCC. You acknowledge that you have not been induced to enter into this Lease by any representation or warranty not expressly set forth in this Lease. This Lease is not binding on us until we sign it. It is the express intent of the parties not to violate any applicable usury laws or to exceed the maximum amount of time price differential or interest, as applicable, permitted to be charged or collected by applicable law, and any such excess payment will be applied to payments in the order of maturity, and any remaining excess will be refunded to you. Each of our respective rights and indemnities will survive the termination of this Lease. We make no representation or warranty of any kind, express or implied, with respect to the legal, tax or accounting treatment of this Lease and you acknowledge that we are an independent contractor and not your fiduciary. You will obtain your own legal, tax and accounting advice related to this Lease and make your own determination of the proper accounting treatment of this Lease. We may receive compensation from the Manufacturer or supplier of the Equipment in order to enable us to reduce the cost of leasing the Equipment to you under this Lease below what we otherwise would charge. If we received such compensation, the reduction in the cost of leasing the Equipment is reflected in the Minimum Payment specified herein. You authorize us, our agent and/or our Assignee to obtain credit reports and make credit inquiries regarding you and your financial condition and to provide your information, including payment history, to our Assignee and third parties having an economic interest in this Lease or the Equipment. You agree to provide updated annual and/or quarterly financial statements to us upon request.

Customer Initials

AUTHORIZED SIGNER

THE PERSON SIGNING THIS AGREEMENT ON BEHALF OF THE CUSTOMER REPRESENTS THAT HE/SHE HAS THE AUTHORITY TO DO SO.

CUSTOMER	Accepted by: RICOH USA, INC.
By: X _____ Authorized Signer Signature	By: _____ Authorized Signer Signature
Printed Name: JOSEPH FALCONE	Printed Name: _____
Title: Acting IS Manager Date: 7/13/23	Title: _____ Date: _____

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DocuSign Envelope ID: 92E0B6D0-98F2-4962-B1C3-EFFC5F7A3B3D

RICOH

ORDER AGREEMENT

Sales Type: LEASE

ORDER AGREEMENT CONSISTS OF THIS PAGE AND THE TERMS AND CONDITIONS ATTACHED

EQUIPMENT BILL TO INFORMATION		
Customer Legal Name: NEWBURGH, CITY OF		
Address Line 1: 83 BROADWAY FL 2		**Contact:** Joseph Falcone
Address Line 2:		**Phone:** (845)569-7345
City: NEWBURGH		**E-mail:** JFalcone@cityofnewburgh-ny.gov
ST/Zip: NY/12550-5617	**County:** ORANGE	**Fax:**

Check all that apply:

☐ PO Included PO#

☐ TS PO# (if applicable)

☑ Sales Tax Exempt (Attach Valid Exemption Certificate)

☐ Syndication

☑ Add to Existing Service Contract # 4774056

☐ PS Service (Subject to and governed by additional Terms and Conditions)

☐ IT Service (Subject to and governed by additional Terms and Conditions)

☑ Fixed Rate Service Term 60 Months

SERVICE INFORMATION			
SERVICE BILL TO INFORMATION			
Customer Legal Name: NEWBURGH, CITY OF			
Address Line 1: 83 BROADWAY FL 2		**Contact:** Joseph Falcone	
Address Line 2:		**Phone:** (845)569-7345	
City: NEWBURGH		**E-mail:** JFalcone@cityofnewburgh-ny.gov	
ST/Zip: NY/12550-5617	**County:** ORANGE	**Fax:**	
Service Term (Months)	**Base Billing Frequency**	**Overage Billing Frequency**	**Service Type**
36	MONTHLY	QUARTERLY	GOLD

SHIP TO INFORMATION				
Customer Name	**Address Line 1** **Address Line 2**	**City** **ST/Zip** **County**	**Contact**	**Phone** **E-mail** **Fax**
NEWBURGH CITY OF	123 GRAND ST Code Compliance	NEWBURGH NY/12550-4678 ORANGE	Joseph Falcone	(845)569-7345 JFalcone@cityofnewburgh-ny.gov

PRODUCT INFORMATION							
Product Description	**QTY**	**Service Level**	**Total B/W Allowance** *QUARTERLY*	**B/W Ovg**	**Total Color Allowance** *QUARTERLY*	**Color Ovg**	**Service Base** *MONTHLY*
RICOH IMC4600 CONFIGURABLE PTO MODEL	1	GOLD	0	0.006	0	0.05	$0.00

33186327

7/5/2023
Version#1.1

BASIC CONNECTIVITY / PS / IT SERVICES INFORMATION	
BASIC CONNECTIVITY / PS / IT Services Description	Quantity
TS NETWORK & SCAN - SEG BC4	1

ORDER TOTALS		
Service Type Offerings:	Product Total:	
Gold: Includes all supplies and staples. Excludes paper.	BASIC CONNECTIVITY / PS / IT Services :	
Silver: Includes all supplies. Excludes paper and staples.	BuyOut After Promotions:	
Bronze: Parts and labor only. Excludes paper, staples and supplies.	Grand Total: (Excludes Tax)	
Additional Provisions: ***Insert ANY additional provisions here***		

Accepted by Customer	Accepted: Ricoh USA, Inc.
Authorized Signature:	Authorized Signature:
Printed Name: JOSEPH FALCONE	Printed Name:
Title: Acting IS MANAGER	Title:
Date 7/13/23	Date

Terms and Conditions for Order Agreement

These Terms and Conditions for Order Agreement (together with the Order (defined below), the "Agreement") set forth the specific terms and conditions under which Ricoh USA, Inc. ("Ricoh") agrees to sell the specific equipment, software, and/or hardware ("Products") and/or provide the services ("Services") identified on the order (in the form provided by Ricoh) attached to these Terms and Conditions for Order Agreement (the "Order") to the "Customer" identified in the Order. To obtain Products and/or Services from Ricoh, Customer will execute the Order.

Terms applicable to Service transactions only:

1. Services. (a) An Order for Services must identify the specific Services to be performed, including, if applicable, the equipment to be serviced (the "Serviced Products"), the Term (defined in Section 3) of the Service engagement, the location at which Services shall be performed and the applicable Service Charges (defined in Section 4) for such Order. Ricoh will not be responsible to provide Services for Serviced Products in the event the Term and location(s) are not identified on the Order accepted by Ricoh.

(b) For maintenance and repair Services, Ricoh will repair or replace in accordance with the terms and conditions of this Agreement and the manufacturer's specifications, any part of the Serviced Products that becomes unserviceable due to normal usage (other than consumable supplies). Replacement parts will be furnished on an exchange basis and will be new, reconditioned or used. All parts removed due to replacement will become the property of Ricoh.

(c) The maintenance and repair Services provided by Ricoh under an Order will not include the following: (i) repairs resulting from misuse (including, without limitation, using unauthorized media, improper voltage, or the use of consumable or other supplies or media that do not conform to the manufacturer's specifications) or the failure to provide, or the failure of, adequate electrical power, air conditioning, humidity control, or other failure to provide a suitable operating environment; (ii) repairs made necessary by service performed by persons other than Ricoh representatives; (iii) unless covered under an extended hour service contract, service calls or work which Customer requests to be performed outside of Normal Business Hours (defined below) and Service calls or work which Customer requests to be performed on Ricoh Holidays (defined below); (iv) repairs or replacements that are materially hindered by Customer's

failure to perform the Customer obligations set forth in this Agreement; (v) repairs or replacement of any removable cassette, copy cabinet, exit trays, or any item not related to the mechanical or electrical operation of the Serviced Products; (vi) consumable supplies such as paper, staples, refillable staple cartridges (even under a staples inclusive Order), or any toner (other than black, cyan, yellow, magenta under a toner inclusive Order), unless expressly provided for in the Order; (vii) repairs, service calls and/or connectivity of attachments not purchased from Ricoh; (viii) any software, system support or related connectivity unless specified in writing by Ricoh; (ix) parts no longer available from the applicable manufacturer; (x) electrical work external to the Serviced Products, including problems resulting from overloaded or improper circuits; (xi) installation or de-installation and/or movement of the Serviced Products from one location to another unless specified in writing by Ricoh; (xii) maintenance or repairs of any Serviced Product that is relocated by someone other than Ricoh or a Ricoh authorized agent until such Serviced Product passes inspection by a Ricoh technician at the new location demonstrating that the Serviced Product was not damaged during the move and functions in accordance with the applicable manufacturer's specifications, and Customer understands that a minimum one (1) hour labor charge (or longer, depending on the circumstances) at then-prevailing time and materials rates will apply for inspection of the equipment at the new location; (xiii) repairs of damage or increase in service time caused by Force Majeure Conditions; (xiv) reconditioning and similar major overhauls of Serviced Products; (xv) any obligation to remove, delete, preserve, maintain or otherwise safeguard any information, images or content retained by or resident in any Serviced Products, whether through a digital storage device, hard drive or other electronic medium ("Data Management Services"), unless Customer engages Ricoh to perform such Data Management Services at then-prevailing rates pursuant to an Order for such purpose; and (xvi) engineering changes which provide additional capabilities to the Ricoh Equipment (defined in Section 13) covered herein unless made at Customer's request and paid at Ricoh's applicable time and material rates then in effect. Damage to Serviced Products or parts arising from causes beyond the control of Ricoh are not covered by this Agreement. Ricoh may terminate its Service obligations under an Order for Serviced Products that have been modified, damaged, altered or serviced by personnel other than those employed by Ricoh.

2. **Service Calls**. Unless otherwise specified in the Order, service calls will be made during 8:00am – 5:00pm local service time, Monday through Friday ("Normal Business Hours") at the installation address shown on the Order. Service does not include coverage on Ricoh holidays, which include New Year's Day, Memorial Day, 4th of July, Labor Day, Thanksgiving, the day after Thanksgiving and Christmas Day (collectively, "Ricoh Holidays"). Travel and labor-time for the service calls after Normal Business Hours, on weekends and on Ricoh Holidays, if and when available and only in the event and to the extent that Ricoh agrees to provide such non-standard coverage, will be charged at overtime rates in effect at the time the service call is made. While at Customer's site, Ricoh personnel shall comply with Customer's reasonable policies pertaining to access, security and use of Customer sites and systems, provided that such policies are provided to Ricoh in advance and in writing, do not conflict with the terms and conditions of this Agreement, and do not impose any additional financial or legal burden on Ricoh.

3. **Term; Early Termination**. This Agreement shall become effective on the date that Ricoh accepts the Order and shall continue for the term identified in the Order. At the expiration of the term identified in the Order, it will automatically renew for successive twelve (12) month periods unless notice of termination as specified below is given. The duration of the initial term and any extension or renewal thereto are collectively referred to as the "Term." Customer may terminate this Agreement for convenience prior to expiration of its Term so long as Customer is not then in default and provides Ricoh at least thirty (30) days prior written notice. Ricoh may terminate this Agreement for convenience prior to expiration of its Term so long as Ricoh is not then in default and provides Customer at least sixty (60) days prior written notice. Should Customer elect to terminate this Agreement for convenience when the Order has a Term of at least thirty-six (36) months, Customer shall pay to Ricoh, as liquidated damages and not as a penalty, an early termination fee in accordance with the following ("Termination Fee"): (i) if the termination occurs in months one (1) through twelve (12) of the Term, an amount equal to twelve (12) times the Monthly Service Charge (as defined below); (ii) if the termination occurs in months thirteen (13) through twenty-four (24) of the Term, an amount equal to nine (9) times the Monthly Service Charge; and (iii) if the termination occurs any time after the twenty-fourth (24th) month of the Term, an amount equal to the lesser of six (6) times the Monthly Service Charge or the number of months remaining under the then current Term. For an Order having a Term of less than thirty-six (36) months, the Termination Fee shall be equal to the lesser of six (6) times the Monthly Service Charge or the number of months remaining under the Term of the Order. For the purposes herein, the "Monthly Service Charge" shall equal (i) the base monthly Service Charge set forth in the Order; or (ii) in the event the Order does not contain a base monthly Service Charge, the average monthly Order charges for the six (6) month period prior to the date of Customer's termination. If such termination date occurs less than six (6) months after the effective date of the Order, the Monthly Service Charge will be equal to the average monthly Order charges for the number of months the Order was in effect.

4. **Service Charges**. (a) Service charges ("Service Charges") will be set forth on the Order. Service Charges will not include any charges for repairs or Service that are otherwise covered by the applicable manufacturer's limited warranty during the period covered by any such warranty, to the extent Ricoh has agreed with such manufacturer not to charge a customer for any such charges. Customer acknowledges and agrees that: (i) alterations, attachments, specification changes, or use by Customer of sub-standard supplies that cause excessive service calls may require an increase in Service Charges; (ii) the transfer of the Serviced Products from the location indicated on the Order may result in an increase of Service Charges or the termination of the Agreement; and (iii) to the extent that Customer requests that Ricoh registers with a third-party vendor prequalification service and Ricoh agrees to register, Customer will be charged for Ricoh's registration and any other related fees for registering with such service and this Agreement shall be the only terms and conditions to govern such registration and service. Customer shall be responsible for any costs related to freight (including fuel surcharges, which may be imposed from time to time), postage/mailing expense (meter rentals) and/or administrative and processing fees and, to the extent Ricoh pays such costs, Customer shall immediately reimburse Ricoh.

(b) Unless otherwise specified in the Order, Service Charges are based on standard 8.5x11 images. Ricoh reserves the right to assess additional images charges for non-standard images, including 11x17 images or other image sizes. Customer acknowledges that pricing is based on the prevailing rates at the time of the Order. Unless otherwise expressly agreed to in writing, if the Term of the Order exceeds twelve (12) months, and (i) the Service Charges or rates expressly set forth in the Order are not fixed for a period longer than twelve (12) months, then the Service Charges and any rate expressly set forth in the Order may be

increased by Ricoh up to fifteen percent (15%) of the then-current Service Charges and rates annually for each year beyond the initial twelve (12) month period, and Customer expressly consents to such adjustment without additional notice, or (ii) the Service Charges or any rates expressly set forth in the Order are fixed for a period longer than twelve (12) months, then upon the expiration of the period during which the fixed Service Charges or other rates are fixed, the Service Charges or other rates may be increased by Ricoh in an amount up to fifteen percent (15%) of the then-current Service Charges and rates multiplied by the number of years during which the Service Charges or other rates were fixed, and Customer expressly consents to such adjustment without additional notice.

5. **Use of Recommended Supplies; Meter Readings.** (a) It is not a condition of this Agreement that Customer use only Ricoh-provided supplies. If Customer uses other than manufacturer-recommended supplies, including paper, developer, toner, and fuser oil, and if such supplies are defective or not acceptable for use on the Serviced Products, that do not conform to the manufacturer's specifications, or cause abnormally frequent service calls or service problems, then Ricoh may, at its option, assess a surcharge or terminate the Agreement with respect to such Serviced Products. If so terminated, Customer will be offered Service on a "per call" basis at Ricoh's then-prevailing time and material rates. If Ricoh determines that Customer has used more Ricoh-provided supplies than the manufacturer's recommended specifications, then Customer will pay reasonable charges for those excess supplies and/or Ricoh may refuse Customer additional supply shipments.

(b) Customer is required to provide Ricoh actual and accurate meter readings in accordance with the billing schedule set forth on the Order. Ricoh may, at its discretion and dependent upon Serviced Product capabilities, collect remote meter readings and utilize equipment monitoring services using automatic meter reading solutions ("AMR"). This may allow for automated meter reading and submission, automatic placement of low toner alerts, automatic placement of service calls in the event of a critical Serviced Product failure and may enable firmware upgrades. The meter count and other information collected by AMR ("Data") is sent via the internet to remote servers some of which may be located outside the U.S. **AMR cannot and does not collect Customer document content.** Ricoh uses reasonably available technology to maintain the security of the Data; however, Customer acknowledges that no one can guaranty security of information maintained on computers and on the internet. Ricoh retains full rights to the Data (but not Customer documents or information), which it or its authorized third parties may use to service the Serviced Products. Ricoh may also use the Data for its normal business purposes including product development and marketing research, however, the Data will not be provided to any non-Ricoh third party in a form that personally identifies the Customer. Ricoh may dispose of the Data at any time and without notice. AMR technology is the confidential and proprietary information of Ricoh and/or its licensors protected by copyright, trade secret and other laws and treaties. Ricoh retains full title, ownership and all intellectual property rights in and to AMR.

(c) If Customer fails to provide actual and accurate meter readings to Ricoh in accordance with the billing schedule set forth on the Order, Ricoh may calculate an estimated meter reading from previous meter readings and Customer agrees to pay Service Charges based on such calculated estimate. Appropriate adjustments will be made by Ricoh in a subsequent billing cycle following Customer providing actual and accurate meter readings. If Ricoh contacts Customer to obtain a meter reading, then Ricoh may assess an administrative fee in an amount equal to twenty-five dollars ($25.00) per meter reading collected per billing period for the time and expense associated with meter collection activity in addition to the Service Charges. If Ricoh visits Customer location to obtain a meter reading, Ricoh may assess a fee according to the hourly service charge rate. Customer shall notify Ricoh within forty-eight (48) hours of any Serviced Product moves, installation/deinstallation, and/or removal of managed and monitored Serviced Products that impact AMR.

6. **Connectivity and Professional Services.** Customer may acquire connectivity, IT and professional services from Ricoh ("Professional Services") by executing and delivering to Ricoh an Order setting forth the specific services to be provided. Ricoh shall provide the Professional Services at Customer's location(s) or on a remote basis as set forth in the Order. Customer shall provide Ricoh with such access to its facilities, networks and systems as may be reasonably necessary for Ricoh to perform the Professional Services. Customer acknowledges that Ricoh's performance of the Professional Services is dependent upon Customer's timely and effective performance of its responsibilities as set forth in the Order. Estimated delivery and/or service schedules contained in the Order are non-binding estimates. Intellectual property rights, if any, arising from the Professional Services provided under the Order shall remain the property of Ricoh. Unless connectivity Services are specifically identified in the Order as part of the Services to be performed by Ricoh, Ricoh shall have no obligation to perform and no responsibility for the connection of any hardware or software to any Customer network or system.

7. **Customer Obligations.** Customer agrees to provide a proper place for the use of the Serviced Products, including but not limited to, electric service, as specified by the manufacturer. Customer will provide adequate facilities (at no charge) for use by Ricoh representatives in connection with the service of the Serviced Products hereunder within a reasonable distance of the Serviced Products. Customer agrees to provide such access to its facilities, networks and systems as may be reasonably necessary for Ricoh to perform its Services, including but not limited to "360 degree" service access to the Serviced Products. Customer will provide a key operator for the Serviced Products and will make operators available for instruction in use and care of the Serviced Products. Unless otherwise agreed upon by Ricoh in writing or designated in the Order, all supplies for use with the Serviced Products will be provided by Customer and will be available "on site" for servicing. Customer agrees that (i) any equipment not serviced by Ricoh which utilizes identical supplies to the Serviced Products must be covered under a separate inclusive non-Ricoh service program; (ii) any Serviced Products under one Ricoh Service Level may not utilize any supplies provided to other Serviced Products with a different Ricoh Service Level (i.e., no sharing of supplies across different Ricoh Service Levels); (iii) all supplies that Ricoh provides as part of the Services are only for use with the Serviced Products and Customer may not resell any supplies; (iv) upon expiration or termination of the applicable Services or change to a service program that does not include supplies, Customer must promptly return to Ricoh all unused supplies provided as part of the Services, otherwise Customer will be billed for and will pay for all such unreturned supplies; and (v) if Customer is participating in Ricoh's trained customer replaceable units program ("TCRU Program"), then Customer must follow the return requirements of the TCRU Program and, if Customer does not return any units in accordance with the terms of the TCRU Program, then, in addition to any other amounts owed, Customer will pay for the unreturned units. In addition, Customer agrees to use Ricoh's remote, self-service support tools (which are available at www.My.Ricoh-USA.com, or a successor site, at no additional charge) to resolve common uncomplicated issues quickly and conveniently. If Customer does not use the available self-service support tools, then Ricoh may charge additional fees at the then-prevailing time and materials rates for performing those tasks on Customer's behalf.

8. **Insurance**. Each party certifies that it maintains, through self-insurance or otherwise, reasonable amounts of general liability, auto and personal property insurance, and workers' compensation insurance in the amount required by law, and that such insurance will remain in effect during the Term of the Order. Such insurance shall be primary and non-contributory. Limits provided may not be construed to limit liability. General liability insurance shall include the other party as an additional insured and contain no exclusions for cross liability between insureds. Upon request, each party agrees to deliver the other party evidence of such insurance coverage. Failure to maintain adequate insurance does not relieve liability under this Agreement.

9. **Indemnification**. Each party ("Indemnifying Party") shall indemnify, defend and hold harmless the other ("Indemnified Party") from all third-party claims incurred by the Indemnified Party arising out of the death or bodily injury of any agent, employee, or business invitee of the Indemnified Party, or the damage, loss, or destruction of any tangible property of the Indemnified Party to the extent proximately caused by the negligent acts or omissions or willful misconduct of the Indemnifying Party, its employees, or agents. Without intending to create any limitation relating to the survival of any other provisions of this Agreement, Ricoh and Customer agree that the terms of this paragraph shall survive the expiration or earlier termination of this Agreement. Each party shall promptly notify the other in the event of the threat or initiation of any claim, demand, action or proceeding to which the indemnification obligations set forth in this Section may apply.

Terms applicable to Product sale transactions only:

10. **Order; Delivery and Acceptance**. An Order for Products must identify the Products, the Product delivery location and the applicable Product charges. Ricoh will not be obligated to sell or deliver Products where such information is not provided in the Order. Customer shall be responsible for all installation, transportation and rigging expenses. Customer agrees to confirm delivery of all Products covered by the Order when the same is delivered by signing a delivery and acceptance certificate or written delivery acknowledgement. Payment for accepted purchased Products will be due and payable in accordance with this Agreement and shall not be contingent on installation of software or performance of Professional Services. The Order shall not be cancelable by Customer following acceptance by Ricoh. Ricoh reserves the right to make Product deliveries in installments. All such installments shall be separately invoiced and paid for when due, without regard to subsequent deliveries. Delay in delivery of any installment shall not relieve Customer of its obligation to accept remaining installments and remit payments as invoiced by Ricoh. Ricoh reserves the right at any time to revoke any credit extended to Customer because of Customer's failure to pay for any Products when due or for any other credit reason.

11. **Title; Risk of Loss**. Unless otherwise agreed upon by both parties in writing, Products are deemed delivered and title passes to Customer: (i) upon delivery by Ricoh to common carrier; or (ii) in the case of an arranged delivery by a local Ricoh installation vehicle, upon delivery by such vehicle to Customer shipping point. Upon delivery in either case, Customer assumes all risk of theft, loss or damage to the Products, no matter how occasioned.

12. **Returns; Damaged Products**. No Products may be returned without Ricoh's prior written consent. Only consumable goods invoiced within sixty (60) days will be considered for return. On authorized returns, Customer agrees to pay a restocking charge equivalent to thirty percent (30%) of the purchase price. Products returned without written authorization from Ricoh may not be accepted by Ricoh and are the sole responsibility of Customer. All nonsaleable merchandise (that has been opened or partially used) will be deducted from any credit due to Customer. All claims for damaged Products or delay in delivery shall be deemed waived unless made in writing and delivered to Ricoh within five (5) days after receipt of Products.

Terms applicable to all transactions:

13. **Warranty**. Ricoh agrees to perform its Services: (a) in a good and workmanlike manner; (b) using reasonable care and skill; and (c) according to the description contained in the Order. Ricoh will re-perform any Services not in compliance with this warranty and brought to Ricoh's attention in writing within a reasonable time, but in no event more than thirty (30) days after such Services are performed, which shall be an exclusive remedy for such non-compliance. Customer acknowledges that Ricoh's performance of Services is dependent upon Customer's timely and effective performance of its responsibilities. For any Products manufactured by Ricoh ("Ricoh Equipment"), Ricoh further warrants that, at the time of delivery and for a period of ninety (90) days thereafter the Ricoh Equipment will be in good working order and will be free from any defects in material and workmanship. Ricoh's obligations under this warranty are limited solely to the repair or replacement (at Ricoh's option) of parts proven to be defective upon inspection. The foregoing warranty shall not apply if (a) the Ricoh Equipment is installed, wired, modified, altered, moved or serviced by anyone other than Ricoh, (b) the Ricoh Equipment is installed, stored and utilized and/or maintained in a manner not consistent with Ricoh specifications, (c) a defective or improper non-Ricoh accessory or supply or part is attached to or used in the Ricoh Equipment, or (d) the Ricoh Equipment is relocated to any place where Ricoh services are not available. CUSTOMER ACKNOWLEDGES THAT THE LIMITED WARRANTY CONTAINED HEREIN DOES NOT ASSURE UNINTERRUPTED OPERATION AND USE OF THE RICOH EQUIPMENT. In connection with any other Product sale, Ricoh shall transfer to Customer any Product warranties made by the applicable Product manufacturer, to the extent transferable and without recourse, and Ricoh makes no additional warranty or guaranty with respect to any such third-party Products. Physical or electronic copies of any applicable Product warranty will be delivered by Ricoh to Customer only upon Customer's specific written request. All Ricoh and/or third-party software provided by Ricoh is licensed, not sold, and is subject to the server, seat, quantity and/or other usage restrictions set forth in each applicable license agreement, license terms, or subscription terms relating to such intangible property or associated services (each such license of grant of rights to access or use, a "Software License"), whether pursuant to written, click-through, shrink-wrap or other agreements for such purpose, with the licensor of the software ("Licensor") and the restrictions set forth in the Order. Ricoh has no right, title or interest in any third-party software (including any open-source software) and Ricoh makes no representations and provides no representations or warranties with respect thereto. Customer is solely responsible for entering into and complying with Software Licenses with the applicable Licensor and acknowledges that its rights and obligations with respect to such software, as well as those of the Licensor, are solely as set forth in such Software Licenses. EXCEPT AS OTHERWISE EXPRESSLY SET FORTH HEREIN OR IN THE

ORDER, RICOH MAKES NO WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO ANY SERVICES OR PRODUCTS PROVIDED UNDER THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR FREEDOM FROM INFRINGEMENT OR THIRD-PARTY INTELLECTUAL PROPERTY RIGHTS. NO WARRANTIES ARE CREATED BY ANY COURSE OF DEALING BETWEEN THE PARTIES, COURSE OF PERFORMANCE, TRADE USAGE OR INDUSTRY CUSTOM. IN NO EVENT SHALL RICOH BE LIABLE TO CUSTOMER OR A THIRD PARTY FOR ANY DAMAGES RESULTING FROM OR RELATED TO ANY FAILURE OF SOFTWARE, INCLUDING, BUT NOT LIMITED TO, LOSS OF DATA OR DELAY OF DELIVERY OF SERVICES UNDER THIS AGREEMENT. RICOH ASSUMES NO OBLIGATION TO PROVIDE OR INSTALL ANY ANTI-VIRUS OR SIMILAR SOFTWARE, AND THE SCOPE OF SERVICES CONTEMPLATED HEREBY DOES NOT INCLUDE ANY SUCH SERVICES.

14. **Limitations**. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE OR INDIRECT DAMAGES, INCLUDING ANY DAMAGES FOR BUSINESS INTERRUPTION, LOSS OF USE, REVENUE OR PROFIT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT THE BREACHING PARTY WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EXCEPT FOR CUSTOMER'S PAYMENT OBLIGATIONS HEREIN AND ANY LIABILITY RESULTING FROM THE INDEMNIFICATION OBLIGATIONS SET FORTH IN SECTION 9 HEREIN, THE AMOUNT OF ANY DIRECT LIABILITY OF A PARTY TO THE OTHER OR ANY THIRD-PARTY, FOR ONE OR MORE CLAIMS ARISING FROM OR RELATING TO THIS AGREEMENT, SHALL NOT EXCEED, IN THE AGGREGATE, THE AMOUNT PAID TO RICOH FOR THE PERFORMANCE OF SERVICES UNDER THIS AGREEMENT DURING THE SIX-MONTH PERIOD PRECEDING THE DATE ON WHICH THE CLAIM AROSE. THE FOREGOING LIMITATIONS SHALL APPLY EVEN IF THE NON-BREACHING PARTY'S REMEDIES UNDER THIS AGREEMENT FAIL OF THEIR ESSENTIAL PURPOSE.

15. **Payment; Taxes**. Payment terms are net ten (10) days. If invoices are unpaid and overdue, Customer agrees to pay Ricoh a late charge of one and one-half percent (1.5%) per month on any unpaid amounts or the maximum allowed by law, whichever is less, and in addition shall pay Ricoh all costs and expenses of collection, or in the enforcement of Ricoh's rights hereunder, including, but not limited to, reasonable internal and external legal costs, whether or not suit is brought. Ricoh has no obligation to use Customer's invoicing or billing portals, processes, methods or invoicing formats specific to Customer billing requirements. All remedies hereunder or at law are cumulative. Except to the extent of any applicable and validated exemption, Customer agrees to pay any applicable taxes that are levied on or payable as a result of the use, sale, possession or ownership of the Products and/or Services covered hereunder, other than income taxes of Ricoh.

16. **Default**. In addition to any other rights or remedies which either party may have under this Agreement or at law or equity, either party shall have the right to cancel the applicable Services specified in the Order immediately: (i) if the other party fails to pay any fees or charges or any other payments required under the Order when due and payable, and such failure continues for a period of ten (10) days after being notified in writing of such failure; or (ii) if the other party fails to perform or observe any other material covenant or condition of this Agreement, and such failure or breach shall continue un-remedied for a period of thirty (30) days after such party is notified in writing of such failure or breach; or (iii) if the other party becomes insolvent, dissolves, or assigns its assets for the benefit of its creditors, or files or has filed against it any bankruptcy or reorganization proceeding. Failure to permit Ricoh to repair or replace the Serviced Products shall constitute a material breach of this Agreement and excuse Ricoh from any and all future performance hereunder. Except as expressly permitted by this Agreement, no refund or credit will be given for any early termination of this Agreement. If Customer defaults in its obligations hereunder, Ricoh may, in addition to any other remedies available at law or equity, require Customer to immediately pay to Ricoh all past due payments under the Agreement, and the Termination Fee.

17. **Non-Solicitation; Independent Contractors**. Customer agrees that during the Term of the Order and for a period of one (1) year after termination or expiration of the Order, it shall not directly or indirectly solicit, hire, or otherwise retain as an employee or independent contractor any employee of Ricoh that is or was involved with or part of the Services. The relationship of the parties is that of independent contractors.

18. **Assignment; Force Majeure**. Customer shall neither assign any right or interest arising under this Agreement nor delegate any obligations hereunder, whether voluntarily or by process of law, without the prior written consent of Ricoh. Any such attempted assignment or delegation shall be void. Ricoh shall not be liable for failure to deliver or delays in delivery of Products or Services occasioned by causes beyond Ricoh's control, including without limitation, natural disasters, extreme weather, floods, transportation suspensions or delays, infrastructure failures, utility outages, demonstrations, pandemics, epidemics, plague, outbreaks of infectious disease, public health crises (including quarantine or other employee restrictions), prohibitions or restrictions on travelling, strikes, lockout, fires, embargoes, war or other outbreak of hostilities, inability to obtain materials or shipping space, receipt of orders in excess of Ricoh's or its supplier's then-scheduled production capacity, machinery breakdowns, delays of carrier or suppliers, governmental acts and regulations (including restrictions on meeting or working in groups), unavailability of Services, personnel or materials or other causes beyond Ricoh's control ("Force Majeure Conditions"). If Force Majeure Conditions arise in a manner that, as determined in Ricoh's reasonable judgement, modify the conditions of Ricoh's performance of one or more Services in a material manner, then Ricoh will use good faith efforts to continue providing the Services; however, in that event, Ricoh may upon thirty (30) days' advance notice to Customer increase the Service Charges and other applicable fees by a reasonable amount related to the Force Majeure Conditions.

19. **Hardware Logs**. Under this Agreement, Customer may order certain hardware Products (or Customer may have independently obtained hardware products outside of this Agreement) that create and store logs concerning its operation that may include information about individual end-users, such as employees' work email addresses, IP addresses of assigned workstations, and other personal information. Ricoh, its corporate parent, and their subsidiaries and

affiliates in some cases use device logs to update and upgrade the features of products, authenticate end users, and provide end-user support and other customer service. Additional information about applicable device logging features, including Customer's options for configuring those features, appears in the applicable product documentation, copies of which are available to Customer at no additional charge for Ricoh Products. Except as Customer otherwise instructs Ricoh in writing, Customer: (a) authorizes Ricoh to install and configure the Products ordered under this Agreement using its default device log settings; and (b) instructs Ricoh to process the personal information included in device logs, if any, subject to: (i) Ricoh's confidentiality and privacy obligations to Customer (if any); (ii) solely to perform under this Agreement; and (iii) in accordance with applicable law for the purposes stated above and for no other purpose.

20. **Electronic Signatures**. Each party agrees that electronic signatures of the parties on this Agreement will have the same force and effect as manual signatures.

21. **Governing Law; Entire Agreement**. This Agreement shall be governed by and construed and interpreted in accordance with the laws of the State of Delaware without regard to its conflict of laws principles. The parties hereto also agree to submit to the non-exclusive jurisdiction of the courts of the Commonwealth of Pennsylvania to resolve any action under this Agreement. The Uniform Computer Information Transactions Act shall not apply to this Agreement. This Agreement constitutes the entire agreement between the parties with respect to the subject matter contained in this Agreement, supersedes all proposals, oral and written, and all other communications between the parties relating to the Products and Services and may not be amended except in writing and signed by an officer or authorized representative of both parties. Customer agrees and acknowledges that it has not relied on any representation, warranty or provision not explicitly contained in this Agreement, whether in writing, electronically communicated or in oral form. Any and all representations, promises, warranties, or statements by any Ricoh agent, employee or representative, including but not limited to, statements or representations made in sales presentations or sales proposals that differ in any way from the terms of this Agreement shall be given no force or effect. In the event of any conflict or inconsistency between the terms and conditions set forth in these Terms and Conditions for Order Agreement and those contained in the Order, the terms and conditions of the Order shall control; provided, however, purchase orders issued to Ricoh for Products and/or Services, even if they do not expressly reference or incorporate this Agreement, shall: (i) be subject to this Agreement; (ii) serve only to identify the Products and/or Services (along with pricing and quantities) ordered; and (iii) not be deemed to alter or otherwise modify the terms and conditions of this Agreement. The delay or failure of either party to enforce at any time any of the provisions of this Agreement shall in no way be construed to be a waiver of such provision or affect the right of such party thereafter to enforce each and every provision of this Agreement. If any provision of this Agreement is held to be invalid or unenforceable, this Agreement shall be construed as though it did not contain the particular provision held to be invalid or unenforceable. Ricoh may accept the Order under this Agreement by either its signature or by commencing performance (e.g., Product delivery, initiating Services, etc.). Ricoh may accept or reject any order in the exercise of its discretion and may rely upon each order submitted by Customer as a binding commitment. No local, general or trade custom or usage or course of prior dealings between the parties shall be relevant to supplement or explain any term used herein. Ricoh shall comply with all laws directly applicable to its performance under this Agreement in delivering Products and Services. This Agreement may be executed in one or more counterparts which, taken together, shall constitute one and the same original document. Any notices required under this Agreement should be sent to: Ricoh USA, Inc., 3920 Arkwright Road, Macon, GA 31210.

Initials

DocuSign Envelope ID: 92E0B6D0-98F2-4962-B1C3-EFFC5F7A3B3D

RICOH

Ricoh USA, Inc.
300 Eagleview Blvd
Suite 200
Exton, PA 19341

Variable Payments Addendum

This VARIABLE PAYMENTS ADDENDUM ("Addendum"), dated as of the 05 day of Jul,2023, to that certain agreement/product schedule no. _____ - _____ (the "Agreement") between Ricoh USA, Inc. ("we" or us") and NEWBURGH, CITY OF, as customer ("Customer" or "you").

The parties, intending to be legally bound, agree that the Agreement shall be modified as follows:

1. Notwithstanding anything to the contrary in the Agreement, Customer agrees that the scheduled monthly payments required under the Agreement will vary as indicated below:

STEP	***MONTH***	***PAYMENT***

TERM: 37 months

2. Except to the extent modified by this Addendum, the terms and conditions of the Agreement will remain unchanged and shall continue in full force and effect.

IN WITNESS WHEREOF, each party has caused its duly authorized officer to execute this Addendum, as of the date first written above.

THE PERSON SIGNING THIS SCHEDULE ON BEHALF OF THE CUSTOMER REPRESENTS THAT HE/SHE HAS THE AUTHORITY TO DO SO.

CUSTOMER	Accepted by: RICOH USA, INC.
By: X _____ Authorized Signer Signature	By: _____ Authorized Signer Signature
Printed Name: JOSEPH FALCONE	Printed Name: _____
Title: Acting IS Manager Date: 7/13/23	Title: _____ Date: _____

Ricoh® and the Ricoh Logo are registered trademarks of Ricoh Company, Ltd.

RESOLUTION NO.: 27 - 2024

OF

FEBRUARY 26, 2024

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE
A LEASE PRODUCT SCHEDULE AMENDMENT
TO A MASTER LEASE AGREEMENT WITH RICOH USA, INC.
FOR EQUIPMENT SUBSTITUTION IN THE POLICE DEPARTMENT

WHEREAS, the City of Newburgh and RICOH USA, Inc. are parties to a master lease agreement for copier equipment located in the Police Department; and

WHEREAS, a review of existing equipment finds that a product has been discontinued and will be replaced by a new model found to be the most appropriate and cost-effective alternative; and

WHEREAS, the total monthly cost of the new equipment is $274.96 and the lease period is 36 months; and

WHEREAS, such funds are established and shall be derived from the applicable budget line; and

WHEREAS, this Council has reviewed the product schedule amendment attached hereto and finds the same to be in the best interests of the City of Newburgh;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and is hereby authorized to execute a product schedule amendment to the master lease agreement with RICOH USA, Inc. according to the terms therein stated at the cost of $274.96 per month for 36 months.

RICOH

Ricoh USA, Inc.
300 Eagleview Blvd #200
Exton, PA 19341

Product Schedule

Product Schedule Number: _____

Master Lease Agreement Number: _____

This Product Schedule (this "Schedule") is between Ricoh USA, Inc. ("we" or "us") and _____, as customer or lessee ("Customer" or "you"). This Schedule constitutes a "Schedule," "Product Schedule," or "Order Agreement," as applicable, under the Master Lease Agreement (together with any amendments, attachments and addenda thereto, the "Lease Agreement") identified above, between you and _____. All terms and conditions of the Lease Agreement are incorporated into this Schedule and made a part hereof. If we are not the lessor under the Lease Agreement, then, solely for purposes of this Schedule, we shall be deemed to be the lessor under the Lease Agreement. It is the intent of the parties that this Schedule be separately enforceable as a complete and independent agreement, independent of all other Schedules to the Lease Agreement.

CUSTOMER INFORMATION

NEWBURGH, CITY OF	Camile Mohammed
Customer (Bill To)	Billing Contact Name
55 Broadway	83 Broadway
Product Location Address	Billing Address *(if different from location address)*
Newburgh Orange NY 12550-5613	Newburgh Orange NY 12550-5613
City County State Zip	City County State Zip

Billing Contact Telephone Number	Billing Contact Facsimile Number	Billing Contact E-Mail Address
(845) 569-7326		cmohammed@cityofnewburgh.ny-gov

PRODUCT/EQUIPMENT DESCRIPTION ("Product")

Qty	Product Description: Make & Model
1	IM C3500 Configurable PTO Model

Qty	Product Description: Make & Model

PAYMENT SCHEDULE

Minimum Term *(months)*	Minimum Payment *(Without Tax)*
36	$ 274.96

Minimum Payment Billing Frequency

- [x] Monthly
- [ ] Quarterly
- [ ] Other: _____

Advance Payment

- [ ] 1st Payment
- [ ] 1st & Last Payment
- [ ] Other: _____

Sales Tax Exempt: ☐ YES (Attach Exemption Certificate) Customer Billing Reference Number (P.O. #, etc.) _____

Addendum(s) attached: ☐ YES (check if yes and indicate total number of pages: _____)

TERMS AND CONDITIONS

1. The first Payment will be due on the Effective Date. If the Lease Agreement uses the terms "Lease Payment" and "Commencement Date" rather than "Payment" and "Effective Date," then, for purposes of this Schedule, the term "Payment" shall have the same meaning as "Lease Payment," and the term "Effective Date" shall have the same meaning as "Commencement Date."
2. You, the undersigned Customer, have applied to us to rent the above-described Product for lawful commercial (non-consumer) purposes. **THIS IS AN UNCONDITIONAL, NON-CANCELABLE AGREEMENT FOR THE MINIMUM TERM INDICATED ABOVE**, except as otherwise provided in any non-appropriation provision of the Lease Agreement, if applicable. If we accept this Schedule, you agree to rent the above Product from us, and we agree to rent such Product to you, on all the terms hereof, including the terms and conditions of the Lease Agreement. **THIS WILL ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND THIS SCHEDULE AND THE LEASE AGREEMENT AND HAVE RECEIVED A COPY OF THIS SCHEDULE AND THE LEASE AGREEMENT.**
3. Additional Provisions (if any) are: _____

THE PERSON SIGNING THIS SCHEDULE ON BEHALF OF THE CUSTOMER REPRESENTS THAT HE/SHE HAS THE AUTHORITY TO DO SO.

CUSTOMER	Accepted by: RICOH USA, INC.
By: X _____	By: _____
Authorized Signer Signature	*Authorized Signer Signature*
Printed Name: _____	Printed Name: _____
Title: _____ Date: _____	Title: _____ Date: _____

Ricoh® and the Ricoh Logo are registered trademarks of Ricoh Company, Ltd.

RESOLUTION NO.: 28 -2024

OF

FEBRUARY 26, 2024

A RESOLUTION AUTHORIZING THE EXECUTION OF A RELEASE OF RESTRICTIVE COVENANTS AND RIGHT OF RE-ENTRY FROM A DEED ISSUED TO SARAH BECKHAM HOOFF AND AARON LATOS TO THE PREMISES KNOWN AS 169 1/2 LIBERTY STREET (SECTION 30, BLOCK 5, LOT 12.1)

WHEREAS, on February 24, 2016, the City of Newburgh conveyed property located at 169 1/2 Liberty Street, being more accurately described on the official Tax Map of the City of Newburgh as Section 30, Block 5, Lot 12.1, to Sarah Beckham Hooff and Aaron Latos; and

WHEREAS, Ms. Beckham Hooff and Mr. Latos have requested a release of the restrictive covenants contained in the aforementioned deed; and

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

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to execute a release, annexed hereto and made a part of this resolution, for restrictive covenants numbered 1, 2, 3, 4, 5 and 6 in 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 169 1/2 Liberty Street, Section 30, Block 5, Lot 12.1 on the Official Tax Map of the City of Newburgh, from those restrictive covenants numbered 1, 2, 3, 4, 5, and 6 in a deed dated February 24, 2016, from THE CITY OF NEWBURGH to SARAH BECKHAM HOOFF AND AARON LATOS, recorded in the Orange County Clerk's Office on May 2, 2016, in Book 14044, Page 882 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: _____, 2024

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 _____ 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: January 30, 2024

SUBJECT: 169 ½ Liberty Street, Release of Restrictive Covenants Inspection

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I conducted an inspection of 169 ½ Liberty Street (30-5-12.1) on December 20, 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 business occupancy on the first floor and an owner-occupied single-family residence on the second floor.

There is a valid Certificate of Occupancy in the property file, dated June 8, 1973, for a Barber Shop on the first floor and a single-family residence on the second floor. A business and a Barber Shop are the same type of occupancy and requires no change to the C of O.

Thank you,

Francis J. Spinelli
Fire Chief/Interim Building Inspector

169
1695
171

TABLED

RESOLUTION NO.: 29 - 2024

OF

FEBRUARY 26, 2024

A RESOLUTION TO AUTHORIZE THE CONVEYANCE OF REAL PROPERTY KNOWN AS 146 RENWICK STREET (SECTION 45, BLOCK 14, LOT 11) AT PRIVATE SALE TO VICTOR JOSE DANIEL ORTEGA-SAGASTUME FOR THE AMOUNT OF $140,000.00

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

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

WHEREAS, the City of Newburgh desires to sell 146 Renwick Street, being more accurately described as Section 45, Block 14, Lot 11 on the official tax map of the City of Newburgh; and

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

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

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the sale of the following property to the indicated purchaser be and hereby is confirmed and the City Manager is authorized and directed to execute and deliver a quitclaim deed to said purchasers upon receipt of the indicated purchase price in money order, good certified or bank check, made payable to THE CITY OF NEWBURGH, such sums are to be paid on or before May 31, 2024, being approximately ninety (90) days from the date of this resolution; and

Property address	Section, Block, Lot	Purchaser	Purchase Price
146 Renwick Street	45 - 14 - 11	Victor Jose Daniel Ortega-Sagastume	$140,000.00

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

Terms and Conditions Sale
146 Renwick Street, City of Newburgh
(SBL: 45-14-11)

STANDARD TERMS:

1. City of Newburgh acquired title to this property in accordance with Article 11 of the Real Property Tax Law of the State of New York, and all known rights of redemption under said provisions of law have been extinguished by the tax sale proceedings and/or as a result of forfeiture.
2. For purposes of these Terms and Conditions, the parcel shall be defined by its section, block and lot number on the City of Newburgh Tax Map.
3. All real property, including any buildings thereon, is sold "AS IS" and without any representation or warranty whatsoever as to the condition or title, and subject to: (a) any state of facts an accurate survey or personal inspection of the premises would disclose; (b) applicable zoning/land use/building regulations; (c) water and sewer assessments are the responsibility of the purchaser, whether they are received or not; (d) easements, covenants, conditions and rights-of-way of record existing at the time of the levy of the tax, the non-payment of which resulted in the tax sale in which City of Newburgh acquired title; and (e) for purposes of taxation, the purchaser shall be deemed to be the owner prior to the next applicable taxable status date after the date of sale.
4. The properties are sold subject to unpaid school taxes for the tax year of **2023-2024**, and also subject to all school taxes levied subsequent to the date of the City Council resolution authorizing the sale. The purchaser shall reimburse the City for any school taxes paid by the City for the tax year **2023-2024**, and subsequent levies up to the date of the closing. Upon the closing, the properties shall become subject to taxation. Water and sewer charges and sanitation fees will be paid by the City to the date of closing.
5. **WARNING: FAILURE TO COMPLY WITH THE TERMS OF THIS PARAGRAPH MAY RESULT IN YOUR LOSS OF THE PROPERTY AFTER PURCHASE. The deed will contain provisions stating that the purchaser is required to rehabilitate any building on the property and bring it into compliance with all State, County and Local standards for occupancy within (18) months of the date of the deed. Within such eighteen (18) month time period the purchaser must either: (i) obtain a Certificate of Occupancy for all buildings on the property; (ii) make all buildings granted a Certificate of Occupancy before the date of purchase fit for the use stated in such Certificate of Occupancy; or (iii) demolish any buildings deemed structurally unsound by a New York State-licensed engineer and by the Building Inspector. The deed shall require the purchaser to schedule an inspection by City officials at or before the end of the eighteen (18) month period. If the purchaser has not complied with the deed provisions regarding rehabilitation of the property and obtained a Certificate of Occupancy or Certificate of Compliance by that time, then the title to the property shall revert to the City of Newburgh. The deed shall also provide that the property shall not be conveyed to any other person before a Certificate of Occupancy or Certificate of Compliance is issued. A written request made to the City Manager for an extension of the eighteen (18) month rehabilitation period shall be accompanied by a non-refundable fee of $250.00 per parcel for which a request is submitted. The City Manager may, in his sole discretion and for good cause shown, grant one extension of time to rehabilitate of up to, but not to exceed, three (3) months. Any additional request thereafter shall be made in writing and placed before the City Council for its consideration.**
6. The City makes no representation as to whether the property is vacant and/or unoccupied. Evictions, if necessary, are solely the responsibility of the purchaser after closing and recording of the deed. The parcel is being sold subject to the City's Vacant Property Ordinance (Chapter 121) and all provisions of law applicable thereto. Within 30 days of closing, the purchaser must register the property and pay any applicable fees or submit an acceptable rehabilitation plan to the Building Department.

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

16. The description of the property shall be from the City of Newburgh Tax Map reference or a survey description certified to the City of Newburgh. Any survey description shall be provided to the City Corporation Counsel by the purchaser at least thirty (30) days in advance of closing title and approved by the City's Engineer.
17. By acknowledging and executing these Terms & Conditions, the purchaser certifies that he/she is not representing the former owner(s) of the property against whom City of Newburgh foreclosed and has no intent to defraud City of Newburgh of the unpaid taxes, assessment, penalties and charges which have been levied against the property. The purchaser agrees that neither he/she nor his/her assigns shall convey the property to the former owner(s) against whom City of Newburgh foreclosed within 36 months subsequent to the Closing Deadline date. If such conveyance occurs, purchaser understands that he/she may be found to have committed fraud, and/or intent to defraud, and will be liable for any deficiency between the purchase price and such sums as may be owed to City of Newburgh as related to the foreclosure on the property and consents to immediate judgment by City of Newburgh for said amounts.
18. The property is sold subject to an owner-occupancy restriction. The purchaser has agreed to purchase the property subject to the five (5) year owner occupancy restriction shall, within 18 months of the delivery of the deed, establish his domicile and principal residence at said premises and maintain his domicile and principal residence at said premises for a period of at least five (5) years thereafter, provided that within said five (5) year period, the purchaser may convey said premises to another who shall also maintain their domicile and principal residence at said premises for said period. This shall be set forth as a restrictive covenant in the deed, subject upon its breach, to a right of re-entry in favor of the City of Newburgh. This shall be in addition to all other provisions, covenants and conditions set forth in the Terms of Sale.
19. Notice is given that the property lies within either the East End Historic District or the Colonial Terraces Architectural Design District as designated in the City of Newburgh's current zoning map. This parcel is sold subject to all provision of law applicable thereto. It is the sole responsibility of the purchaser to redevelop such parcel so designated in accordance any additional laws, rules or regulations applicable to those districts.
20. Within ten (10) business days of approval of sale by the City of Newburgh, the purchaser shall tender a non-refundable downpayment in the amount of **$28,000.00** payable to "City of Newburgh" by money order or guaranteed funds to the "City of Newburgh". At closing, the downpayment amount shall be credited against the purchase price.
21. In the event that Seller engaged the services of a New York State Licensed Real Estate Broker in connection with this sale, Seller shall pay said Broker any commission earned pursuant to a separate agreement between Seller and Broker.

ACKNOWLEDGED AND AGREED

Date: _____

_____

Victor Jose Daniel Ortega-Sagastume

RESOLUTION NO.: 30 - 2024

OF

FEBRUARY 26, 2024

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH BAKER TILLY US, LLP TO FACILITATE A WORKSHOP FOR THE CITY COUNCIL IN AN AMOUNT NOT TO EXCEED $24,900.00

WHEREAS, the City Council of the City of Newburgh is planning a governance and team building workshop; and

WHEREAS, Baker Tilly US, LLP can provide technical assistance, as set forth in the Scope of Services section of the annexed agreement, to ensure that the workshop is productive and meets City Council objectives; and

WHEREAS, this Council has reviewed such agreement and finds that the execution of such agreement is in the best interests of the City of Newburgh and its continued development;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to execute an agreement with Baker Tilly US, LLP in the amount of $24,900.00 to provide professional and technical consulting services to facilitate a governance and team building workshop for the City Council of the City of Newburgh.

AGREEMENT FOR VENDOR SERVICES

THIS AGREEMENT is entered into as of this _____ day of _____, 2024, by and between the City of Newburgh, a municipal corporation chartered under the authority of the State of New York, hereinafter referred to as the "CITY," with principal offices at 83 Broadway, City Hall, Newburgh, New York 12550; and Baker Tilly US, LLP, a limited-liability partnership, with an office at 1730 Madison Road, Cincinnati, Ohio 45206, hereinafter referred to as "VENDOR."

ARTICLE 1. SCOPE OF WORK

VENDOR agrees to perform the SERVICES and identified in Schedule A, (the "SERVICES") which is attached to, and is part of this Agreement. VENDOR agrees to perform the SERVICES in accordance with the terms and conditions of this Agreement. It is specifically agreed that the CITY will not compensate VENDOR for any SERVICES provided outside those specifically identified in Schedule A, without prior authorization, evidenced only by a written Addendum to this Agreement executed by the City Manager of the CITY.

Except for the report prepared under Activity #3 in Schedule "A" which shall become property of the CITY, all documents, charts, graphs, maps, designs, images, photographs, computer programs and software, artwork, creative works, compositions, and the rights to employ, publish, disseminate, amend or otherwise use same, and/or any other intellectual property to be provided by VENDOR to CITY under the terms of this Agreement shall remain the property of VENDOR, except that CITY shall have VENDOR's permission to make full use for the completion and implementation of the Project for which the material was prepared without compensation in addition to the amounts set forth in Article 3 and Schedule B of this Agreement. VENDOR shall have the affirmative obligation to notify CITY in a timely fashion of any and all limitations, restrictions or proprietary rights to such intellectual property and/or materials which may be applicable which would have the effect of restricting or limiting the exercise of the CITY's rights regarding same for any purpose outside the scope of the Project and its implementation.

ARTICLE 2. TERM OF AGREEMENT

VENDOR agrees to perform the SERVICES and/or supply goods beginning February___, 2024, and ending June 30, 2024.

ARTICLE 3. COMPENSATION

For satisfactory performance of the SERVICES or, as such SERVICES or goods may be modified by mutual written agreement, the CITY agrees to compensate VENDOR in accordance with the fees and expenses as stated in Schedule B, which is attached to and is part of this Agreement. VENDOR shall submit to the CITY an itemized invoice for SERVICES rendered, as set forth in Schedule B, and prepared in such form and supported by such documents as the CITY may reasonably require. The CITY will pay the proper amounts due VENDOR within 30 days after the CITY receives Claimant's Certification form. If the Claimant's Certification form is objectionable, the CITY will notify VENDOR, in writing, of the CITY'S reasons for objecting to all or any portion of the invoice submitted by VENDOR.

A not-to-exceed cost of $24,900.00 has been established for the scope of SERVICES rendered by VENDOR. Costs in excess of such not-to-exceed cost, if any, may not be incurred without prior written authorization of the City Manager of the CITY, evidenced only by an Addendum to this Agreement. It is specifically agreed to by VENDOR that the CITY will not be responsible for any additional cost or costs in excess of the above

noted not-to-exceed cost if the CITY'S authorization by the City Manager is not given in writing prior to the performance of the SERVICES giving rise to such excess or additional costs.

Any bills or invoices sent by VENDOR to the CITY more than six (6) months after services which are the subject of such billing have been rendered shall not be paid by the CITY and the CITY shall have no liability therefor.

ARTICLE 4. EXECUTORY CLAUSE

The CITY shall have no liability under this Agreement to VENDOR or to anyone else beyond funds appropriated and available for this Agreement.

ARTICLE 5. PROCUREMENT OF AGREEMENT

VENDOR represents and warrants that no person or selling agency has been employed or retained by VENDOR to solicit or secure this Agreement upon an agreement or upon an understanding for a commission, percentage, a brokerage fee, contingent fee or any other compensation. VENDOR further represents and warrants that no payment, gift or thing of value has been made, given or promised to obtain this or any other agreement between the parties. VENDOR makes such representations and warranties to induce the CITY to enter into this Agreement and the CITY relies upon such representations and warranties in the execution hereof.

For a breach or violation of such representations or warranties, the CITY shall have the right to annul this Agreement without liability, entitling the CITY to recover all monies paid hereunder and VENDOR shall not make claim or be entitled to recover, any sum or sums otherwise due under this Agreement. This remedy, if effected, shall not constitute the sole remedy afforded the CITY for such falsity or breach, nor shall it constitute a waiver of the CITY'S right to claim damages or otherwise refuse payment or to take any other action provided for by law or pursuant to this Agreement.

ARTICLE 6. CONFLICT OF INTEREST

VENDOR represents and warrants that neither it nor any of its directors, officers, members, partners or employees, have any interest nor shall they acquire any interest, directly or indirectly which would or may conflict in any manner or degree with the performance or rendering of the SERVICES herein provided. VENDOR further represents and warrants that in the performance of this Agreement, no person having such interest or possible interest shall be employed by it and that no elected official or other officer or employee of the CITY, nor any person whose salary is payable, in whole or in part, by the CITY, or any corporation, partnership or association in which such official, officer or employee is directly or indirectly interested shall have any such interest, direct or indirect, in this Agreement or in the proceeds thereof, unless such person submits a letter disclosing such an interest, or the appearance or potential of same, to the City Manager and a copy to the Corporation Counsel of the CITY in advance of the negotiation and execution of this Agreement.

For failure to submit such letter of disclosure, or for a breach or violation of such representations or warranties, the CITY shall have the right to annul this Agreement without liability, entitling the CITY to recover all monies paid hereunder and VENDOR shall not make claim for, or be entitled to recover, any sum or sums otherwise due under this Agreement. This remedy, if elected, shall not constitute the sole remedy afforded the CITY for such falsity or breach, nor shall it constitute a waiver of the CITY'S right to claim damages or otherwise refuse payment to or to take any other action provided for by law, in equity or pursuant to this Agreement.

ARTICLE 7. FAIR PRACTICES

VENDOR and each person signing on behalf of the VENDOR represents, warrants and

certifies under penalty of perjury, that to the best of their knowledge and belief:

A. The prices in this Agreement have been arrived at independently by VENDOR without collusion, consultation, communication, or agreement with any other bidder, proposer or with any competitor as to any matter relating to such prices which has the effect of, or has as its purpose, restricting competition;

B. Unless otherwise required by law, the prices which have been quoted in this Agreement and on the proposal or quote submitted by VENDOR have not been knowingly disclosed by VENDOR prior to the communication of such quote to the CITY or the proposal opening directly or indirectly, to any other bidder, proposer or to any competitor; and

C. No attempt has been made or will be made by VENDOR to induce any other person, partnership, corporation or entity to submit or not to submit a proposal or quote for the purpose of restricting competition.

The fact that VENDOR (i) has published price lists, rates, or tariffs covering items being procured, (ii) has informed prospective customers of proposed or pending publication of new or revised price lists for such items, or (iii) has provided the same items to the other customers at the same prices being bid or quoted does not constitute, without more, a disclosure within the meaning of this Article.

ARTICLE 8. INDEPENDENT CONTRACTOR

In performing the SERVICES and incurring expenses under this Agreement, VENDOR shall operate as, and have the status of, an independent contractor and shall not act as agent, or be an agent, of the CITY nor create a fiduciary relationship between the CITY and VENDOR. As an independent contractor, VENDOR shall be solely responsible for determining the means and methods of performing the SERVICES and shall have complete charge and responsibility for VENDOR'S personnel engaged in the performance of the same.

In accordance with such status as independent contractor, VENDOR covenants and agrees that neither it nor its employees or agents will hold themselves out as, nor claim to be officers or employees of the CITY, or of any department, agency or unit thereof by reason hereof, and that they will not, by reason hereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the CITY including, but not limited to, Worker's Compensation coverage, health coverage, Unemployment Insurance Benefits, Social Security coverage or employee retirement membership or credit.

ARTICLE 9. ASSIGNMENT AND SUBCONTRACTING

VENDOR shall not assign any of its rights, interest or obligations under this Agreement, or subcontract any of the SERVICES to be performed by it under this Agreement, without the prior express written consent of the City Manager of the CITY. Any such subcontract, assignment, transfer, conveyance, or other disposition without such prior consent shall be void and any SERVICES provided thereunder will not be compensated. Any subcontract or assignment properly consented to by the CITY shall be subject to all of the terms and conditions of this Agreement.

Failure of VENDOR to obtain any required consent to any assignment, shall be grounds for termination for cause, at the option of the CITY and if so terminated, the CITY shall thereupon be relieved and discharged from any further liability and obligation to VENDOR, its assignees or transferees, and all monies that may become due under this Agreement shall be forfeited to the CITY except so much thereof as may be necessary to pay VENDOR'S employees for past service.

The provisions of this clause shall not hinder, prevent, or affect any assignment by VENDOR for the benefit of its creditors

made pursuant to the laws of the State of New York.

This agreement may be assigned by the CITY to any corporation, agency, municipality or instrumentality having authority to accept such assignment.

ARTICLE 10. BOOKS AND RECORDS

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

ARTICLE 11. RETENTION OF RECORDS

VENDOR agrees to retain all books, records and other documents relevant to this Agreement for six (6) years after the final payment or termination of this Agreement, whichever later occurs. CITY, or any State and/or Federal auditors, and any other persons duly authorized by the CITY, shall have full access and the right to examine any of said materials during said period.

ARTICLE 12. AUDIT BY THE CITY AND OTHERS

All Claimant Certification forms or invoices presented for payment to be made hereunder, and the books, records and accounts upon which said Claimant's Certification forms or invoices are based are subject to audit by the CITY. VENDOR shall submit any and all documentation and justification in support of expenditures or fees under this Agreement as may be required by the CITY so that it may evaluate the reasonableness of the charges, and VENDOR shall make its records available to the CITY upon request. All books, Claimant's Certification forms, records, reports, cancelled checks and any and all similar material may be subject to periodic inspection, review and audit by the CITY, the State of New York, the federal government, and/or other persons duly authorized by the CITY. Such audits may include examination and review of the source and application of all funds whether from the CITY, State, the federal government, private sources or otherwise. VENDOR shall not be entitled to any interim or final payment under this Agreement if any audit requirements and/or requests have not been satisfactorily met.

ARTICLE 13. INSURANCE

VENDOR represents and warrants that it now has in full effect and will maintain the following insurances for the duration of this project:

VENDOR will furnish to the CITY certificates of insurance upon request. Premiums for insurance coverage in excess of these coverages, when requested by the CITY, will be charged to the CITY and such premiums are not included in and are in addition to the fee specified in Article 3.

1. Commercial General Liability Insurance covering as insured VENDOR and as an additional insured CITY with the following limits of liability:

Personal Adv. Injury - $1,000,000 for each occurrence

General Aggregate $2,000,000 in the aggregate

Excess Liability-Umbrella $5,000,000 for each occurrence and $5,000,000 in the aggregate

2. Worker's Compensation Insurance securing compensation for the benefit of VENDORS employees as required by the Worker's Compensation Law.

3. Comprehensive Automobile Liability Insurance covering owned, non-owned, and hired vehicles will be provided upon request.

4. Professional Liability Insurance insuring against negligent acts, errors and omissions, by VENDOR, in an amount of $2,000,000 per claim with a $4,000,000 aggregate.

For all of the SERVICES set forth herein and as hereinafter amended, VENDOR shall maintain or cause to be maintained, in full force and effect during the term of this Agreement, at its expense, insurance as previously described.

Immediate notice shall be given to the CITY through the City Manager of circumstances or incidents that might give rise to future claims with respect to the SERVICES performed under this Agreement.

ARTICLE 14. INDEMNIFICATION

The CITY shall promptly report to the VENDOR any defects, negligent acts, errors, omissions or suspected defects, negligent acts, errors, omissions arising from VENDOR's work or services, in order that VENDOR may take prompt, effective measures which in VENDOR'S opinion will minimize damaging consequences.

EACH PARTY agrees to defend, indemnify and hold harmless the OTHER PARTY, including its officials, employees and agents, against all claims, losses, damages, liabilities, costs or expenses (including, without limitation, reasonable attorney fees and costs of litigation and/or settlement), whether incurred as a result of a claim by a third party or any other person or entity, arising out of the SERVICES performed pursuant to this Agreement which the EACH PARTY or its officials, employees or agents, may suffer by reason of any negligence, fault, act or omission of the OTHER PARTY, its employees, representatives, subcontractors, assignees, or agents.

EACH PARTY agrees that the aggregate liability due to any alleged negligent acts, errors, omissions and/or breach of agreement shall not exceed the total fee for services rendered on the project.

In the event that any claim is made or any action is brought against the CITY arising out of the negligence, fault, act, or omission of an employee, representative, subcontractor, assignee, or agent of VENDOR either within or without the scope of his respective employment, representation, subcontract, assignment or agency, or arising out of VENDOR'S negligence, fault, act or omission, then the CITY shall have the right to withhold further payments hereunder for the purpose of set-off of sufficient sums to cover the said claim or action.

The rights and remedies of the CITY and VENDOR provided for in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or this Agreement.

ARTICLE 15. PROTECTION OF PROPERTY

EACH PARTY shall be responsible for, any loss or damage to the property of the OTHER PARTY, including property and equipment used in the performance of this Agreement and caused, either directly or indirectly by the acts, conduct, omissions or lack of good faith of the OTHER PARTY, its officers, directors, members, partners, employees, representatives or assignees, or any person, firm, company, agent or others engaged by THE OTHER PARTY.

In the event that any such CITY property is lost or damaged, except for normal wear and tear, then the CITY shall have the right to withhold further payments hereunder for the purposes of set-off in sufficient sums to cover such loss or damage.

The rights and remedies of EACH PARTY provided herein shall not be exclusive and are in addition to any other rights and remedies provided by law or by this Agreement.

ARTICLE 16. CONFIDENTIAL INFORMATION

In the course of providing the SERVICES hereunder, VENDOR may acquire knowledge or come into possession of confidential, sensitive or proprietary information belonging to CITY. VENDOR agrees that it will keep and maintain such information securely and confidentially, and not disclose such information to any third

parties, including the media, nor use such information in any manner publically or privately, without receiving the prior approval, in writing, of the CITY authorizing such use. VENDOR'S obligations under this clause to maintain the confidentiality of such information and to refrain from using such information in any manner without the prior written approval of the CITY shall survive the termination or expiration of this Agreement.

The CITY agrees that it shall make no claim of damages, liabilities, costs or expenses for disclosure of information as described in this ARTICLE unless and until the CITY notifies the VENDOR of the confidentiality, sensitivity or proprietary nature of the information in writing. Such notice may refer to the information as information disclosed on a certain date and time so as to not endanger inadvertent disclosure.

ARTICLE 17. TERMINATION

This agreement may, by ten (10) days written notice effective upon mailing, be terminated by EITHER PARTY in whole or in part at any time (i) for EITHER PARTY's convenience, (ii) upon the failure of EITHER PARTY to comply with any of the terms or conditions of this agreement, or (iii) upon EITHER PARTY becoming insolvent or bankrupt.

Upon termination of this Agreement, the VENDOR shall comply with any and all CITY closeout procedures, including, but not limited to:

A. Accounting for and refunding to the CITY within thirty (30) days, any unexpended funds which have been paid to VENDOR pursuant to this Agreement; and

B. Furnishing within thirty (30) days an inventory to the CITY of all equipment, appurtenances and property purchased by VENDOR through or provided under this Agreement, and carrying out any CITY directive concerning the disposition thereof.

In the event the CITY terminates this Agreement in whole or in part, as provided in this Article, the CITY may procure, upon such terms and in such manner as deemed appropriate, SERVICES similar to those so terminated, and the VENDOR shall continue the performance of this Agreement to the extent not terminated hereby. If this Agreement is terminated in whole or in part for other than the convenience of the CITY, any SERVICES or goods procured by the CITY to complete the SERVICES herein will be charged to VENDOR and/or set-off against any sums due VENDOR.

Notwithstanding any other provision of this Agreement, EITHER PARTY shall not be relieved of liability to the OTHER PARTY for damages sustained by virtue of a breach of the Agreement or failure to perform in accordance with applicable standards and good faith.

The rights and remedies of the CITY provided herein shall not be exclusive and are in addition to any other rights and remedies provided by law or this Agreement.

ARTICLE 20. DISPUTE RESOLUTION

All disputes shall be heard in the Supreme Court of the State of New York, with venue in Orange County or if appropriate, in the Federal District Court with venue in the Southern District of New York, White Plains division.

ARTICLE 21. GOVERNING LAW

This Agreement shall be governed by the laws of the State of New York. VENDOR shall render all SERVICES under this Agreement in accordance with applicable provisions of all federal, state and local laws, rules and regulations as are in effect at the time such SERVICES are rendered.

ARTICLE 22. CURRENT OR FORMER CITY EMPLOYEES

VENDOR represents and warrants that it shall not retain the SERVICES of any CITY employee or former CITY employee in

connection with this Agreement or any other agreement that said VENDOR has or may have with the CITY without the express written permission of the CITY. This limitation period covers the preceding three (3) years or longer if the CITY employee or former CITY employee has or may have an actual or perceived conflict of interests due to their position with the CITY.

For a breach or violation of such representations or warranties, the CITY shall have the right to annul this Agreement without liability, entitling the CITY to recover all monies paid hereunder and VENDOR shall not make claim for or be entitled to recover, any sum or sums otherwise due under this Agreement. This remedy, if effected, shall not constitute the sole remedy afforded the CITY for such falsity or breach, nor shall it constitute a waiver of the CITY'S right to claim damages or otherwise refuse payment or to take any other action provided for by law or pursuant to this Agreement.

ARTICLE 23. ENTIRE AGREEMENT

The rights and obligations of the parties and their respective agents, successors and assignees shall be subject to and governed by this Agreement, including Schedules A and B, which supersede any other understandings or writings between or among the parties.

ARTICLE 24. EXECUTION

This Agreement may be executed with original signatures in counterparts, or by facsimile, or by PDF-scanned signatures in counterparts, and will be deemed legally binding as fully as an original signature

ARTICLE 25. MODIFICATION

No changes, amendments or modifications of any of the terms and/or conditions of this Agreement shall be valid unless reduced to writing and signed by the party to be bound. Changes in the scope of SERVICES in this Agreement shall not be binding, and no payment shall be due in connection therewith, unless prior to the performance of any such SERVICES, the City Manager of the CITY, after consultation with the Department Head and Corporation Counsel, executes an Addendum to this Agreement, which Addendum shall specifically set forth the scope of such extra or additional SERVICES and the amount of compensation and the extension of the time for performance, if any, for any such SERVICES. Unless otherwise specifically provided for therein, the provisions of this Agreement shall apply with full force and effect to the terms and conditions contained in such Addendum.

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

THE CITY OF NEWBURGH

BY: _____
TODD VENNING
CITY MANAGER

DATE: _____

BAKER TILLY US, LLP

BY: _____

DATE: _____

APPROVED AS TO FORM:

_____

Michelle Kelson
Corporation Counsel

_____

Janice Gaston
City Comptroller

SCHEDULE A

SCOPE OF SERVICES

Vendor will provide consulting services to facilitate a workshop for the City Council of the City of Newburgh in the areas of governance and team building. This workshop will be planned through a collaborative approach to ensure it is productive and meets City objectives and including the following activities to be completed in one day:

Activity 1 – Gather background information and conduct interviews

Gather information through the tasks described below. Preparation will involve several steps as described below.

- **Meet with the City Manager and other team members.** Meet with City Council and staff to discuss desired outcomes and understand City Council priorities for attention in the coming year.
- **Review background materials.** Review various materials to provide a solid background for the Council retreat, including but not limited to, the City Charter, Council Rules and Order of Procedure, priorities as shown in the FY 2024 budget, and other materials suggested by the City to help us understand the context for the retreat.
- **Conduct Council interviews.** Conduct individual interviews with the Mayor and Council Members, asking questions that focus on such topics as:
  - Roles of the Mayor; Council; City Manager
  - What is working well in terms of effective governance and what could be improved
  - Idea relationship between the Mayor, Council Members and City staff
  - Impediments to accomplishing legislative priorities
  - Facilitating and tracking legislative priorities
- **Conduct department head focus group.** Conduct a department head focus group including topics such as:
  - City Council – City staff roles and interaction
  - Evaluating City Staff – Council relations
  - What is working well with the Council, and what could be improved
  - Goals and objectives for the workshop

Consolidate the results of the Council interviews and department head focus group to be used during the workshop.

Activity 2 – Design and facilitate the workshop

Prepare a variety of materials as follows:

- **Agenda.** Prepare an agenda for review. Potential topics include:
  - Governance discussion
    - Discuss characteristics of high-performing and effective city councils.
    - Review existing Council governance practices and norms, including specific issues identified during interviews.
    - Agree on norms for governing together.
- **PowerPoint.** Create a PowerPoint presentation to guide the discussions for the day. The slide deck will also describe what will occur after the session in terms of staff follow-up.
- **Coordinate logistics.** Coordinate logistics such as location, room set up, supplies to be provided by the City and other aspects that will help make the workshop successful.

Facilitate a process for the Council to reach a consensus on direction following a thorough discussion.

Attend and participate in the entire workshop at the location designated by the City.

Activity 3 – Prepare report

Prepare a concluding report summarizing the results, including changes to goals and work agreements made, and follow-up steps to be taken.

SCHEDULE B

FEES AND EXPENSES

Services contemplate 78 hours of Vendor staff time to complete the scope of services described in Schedule A with a total project cost of $24,900.00, which includes all fees and expenses.

Payment of services shall be made upon receipt by the City of an invoice, which will be submitted on a monthly basis. Invoices will include a description of the task(s) performed.

RESOLUTION NO.: 31 -2024

OF

FEBRUARY 26, 2024

A RESOLUTION AMENDING THE 2024 PERSONNEL ANALYSIS BOOK TO ADD THREE PRISONER ATTENDANT POSITIONS IN THE POLICE DEPARTMENT

WHEREAS, the Police Commissioner proposes to add three Prisoner Attendant positions to promote efficiency in the Police Department; and

WHEREAS, the addition of such positions requires the amendment of the City of Newburgh Adopted Personnel Analysis Book for 2024; the same being in the best interests of the City of Newburgh;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the Personnel Analysis Book for the fiscal year 2024 be amended to add three Prisoner Attendant positions in the Police Department.

RESOLUTION NO.: 32 - 2024

OF

FEBRUARY 26, 2024

A RESOLUTION ACCEPTING A DONATION TO THE FIRE DEPARTMENT FROM HARBOR FREIGHT TOOLS IN THE AMOUNT OF $300.00

WHEREAS, Harbor Freight Tools supports the needs of first responders by offering donations to purchase of tools and safety equipment and to fund other improvement projects; and

WHEREAS, the Fire Department received a donation in the amount of $300.00 to offset the cost of tools and equipment carried on the apparatus and to develop a cache of tools for building collapse and stabilization; and

WHEREAS, this Council has determined that accepting such donation is in the best interests of the City of Newburgh;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to accept a donation from Harbor Freight Tools in the amount of $300.00 with the thanks of this Council on behalf of the City of Newburgh Fire Department.

Confirmation - Harbor Freight Tools Gift Card Donation Requests - 2023-2024

Smartsheet Forms <forms@app.smartsheet.com>
Tue 1/30/2024 12:58 PM
To:Spinelli, Francis <FSpinelli@cityofnewburgh-ny.gov>

HARBOR FREIGHT

Thank you for submitting your entry. A copy is included below for your records.

Harbor Freight Tools Gift Card Donation Requests - 2023-2024

Contact Name	Francis J. Spinelli
Contact Email	fspinelli@cityofnewburgh-ny.gov
Contact Phone	+1 (845) 569-7412
Today's Date	01/30/2024
501(c)3 status	No
501(c)3 - No	City Fire Department
Name of Organization	City of Newburgh Fire Department
Type of Organization	First Responder
Mailing Address	22 Grand Street
City	Newburgh
State	New York
Zip Code	12550
Tax Id or NCES ID #	146002329
Organization Website	https://www.cityofnewburgh-ny.gov/254/Fire
Purpose of Gift Card - First Responders	Tools, Safety Equipment and/or General Maintenance and repairs
Donation Use	Our department is always looking for ways to update our tools and equipment carried on our apparatus. Impact sockets, wrenches, and tools boxes are always in need. We also need to develop a cache of tools for building collapse and stabilization.
Previous Donation	No
How did you hear about us?	Friend or colleague
Harbor Freight Tools Privacy Policy	☑

File Attachments

Tax Exempt Newburgh City.pdf (55k)

Powered by Smartsheet Forms
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Donation Request

Donations <Donations@harborfreight.com>
Thu 2/1/2024 8:06 AM
To:Spinelli, Francis <FSpinelli@cityofnewburgh-ny.gov>

Hello,

We're pleased to let you know that your request for a donation from Harbor Freight Tools has been approved – for a $300 digital gift card!* We're impressed by the work you do and applaud your commitment to non-profit service.

We are working on processing your donation as quickly as possible, but please know that this can take up to two weeks.

Next Steps:

- Your digital HFT gift card will be sent to the email address you provided when filling out our donation form. Please note that the email will come from harborfreight@buyatab.com and you may need to check your junk or spam folder.
- Based on your approved donation amount, you may receive more than one email. Each email will include a digital gift card.
- Your digital gift card can be used to shop at our stores online, or it can be printed and used to shop in the store.
- If you do not receive your gift card after two weeks, please reach out to us by email at giftcards@harborfreight.com and let us know so we can help.

Thank you for all of the great work you're doing. We share your community spirit and wish you success in the future.

Regards,

Donations
Harbor Freight Tools
26677 Agoura Road
Calabasas, CA 91302

HARBOR FREIGHT
QUALITY TOOLS ☆ LOWEST PRICES

*No part of this gift is earmarked for lobbying or political activity.

This e-mail, its content and any files transmitted with it are intended solely for the addressee(s) and are PRIVILEGED and CONFIDENTIAL. Access by any other party is unauthorized without the express prior written permission of Harbor Freight Tools. If you have received this e-mail in error you may not copy, disclose to any third party or use the contents, attachments or information in any way. Please delete all copies of the e-mail and the attachment(s), if any and notify the sender. Thank You.

RESOLUTION NO.: 33 - 2024

OF

FEBRUARY 26, 2024

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH PARTNERS IN SAFETY TO PROVIDE DRUG AND ALCOHOL TESTING SERVICES TO THE CITY OF NEWBURGH

WHEREAS, the City of Newburgh is required by federal and state law, as well as City policy and procedure, to develop and implement drug and alcohol testing programs for employees having CDL class drivers licenses; and

WHEREAS, Partners in Safety is a highly-qualified and experienced provider able to deliver drug and alcohol testing services that meet the legal compliance requirements; and

WHEREAS, engaging Partners in Safety to provide drug and alcohol testing services to the City is in the best interests of the City of Newburgh and its employees;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh that the City Manager be and hereby is authorized to enter into an agreement on behalf of the City of Newburgh with Partners in Safety to provide drug and alcohol testing health services required by applicable law.

RESOLUTION NO.: 34 - 2024

OF

FEBRUARY 26, 2024

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH THE GREATER NEWBURGH PARKS CONSERVANCY, INC. FOR THE 2024 ENVIRONMENTAL JUSTICE FELLOWS PROGRAM IN THE AMOUNT OF $41,800.00

WHEREAS, the City of Newburgh Conservation Advisory Council, the Greater Newburgh Parks Conservancy, Inc. and Outdoor Promise, Inc. successfully undertook an Environmental Justice Fellows Program in 2022 and 2023; and

WHEREAS, the City of Newburgh Conservation Advisory Council, the Greater Newburgh Parks Conservancy, Inc. will continue the Environmental Justice Fellows Program in 2024; and

WHEREAS, the 2024 Environmental Justice Fellows Program is a 10-month program providing educational and leadership opportunities for City of Newburgh youth interested in the environment and the benefits of street trees in urban areas; and

WHEREAS, the Greater Newburgh Parks Conservancy will provide administration, management and supervision services to the 2024 Environmental Justice Fellows Program and requires an agreement with the City of Newburgh on behalf of the Conservation Advisory Council; and

WHERAS, the funding for the services provided under the agreement will be in the amount of $41,800.00 and derived from A.7129.0448; and

WHEREAS, this Council has determined that entering into an agreement with the Greater Newburgh Parks Conservancy, Inc. for the purpose of undertaking the 2024 Environmental Justice Fellows Program is in the best interests of the City of Newburgh and its further development;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to execute a vendor services agreement the Greater Newburgh Parks Conservancy, Inc. for the 2024 Environmental Justice Fellows Program in the amount of $41,800.00.

AGREEMENT FOR VENDOR SERVICES

THIS AGREEMENT is entered into as of this _____ day of _____, 2024, by and between the **CITY OF NEWBURGH**, a municipal corporation chartered under the authority of the State of New York, hereinafter referred to as the **"CITY,"** with principal offices at 83 Broadway, City Hall, Newburgh, New York 12550; and the **GREATER NEWBURGH PARKS CONSERVANCY, INC.**, a New York not-for-profit corporation with an address of 28 Bay View Terrace, Newburgh New York 12550, hereinafter referred to as **"VENDOR."**

ARTICLE 1. SCOPE OF WORK

VENDOR agrees to perform the SERVICES identified in Schedule A, (the "SERVICES") which is attached to, and is part of this Agreement. VENDOR agrees to perform the SERVICES in accordance with the terms and conditions of this Agreement. It is specifically agreed that the CITY will not compensate VENDOR for any SERVICES provided outside those specifically identified in Schedule A, without prior authorization, evidenced only by a written Change Order or Addendum to this Agreement executed by the City Manager of the CITY after consultation with the City Department Head responsible for the oversight of this Agreement (hereinafter "Department Head"). In the event of a conflict between the body of this Agreement and Schedule A, the provisions in the body of this Agreement shall govern.

ARTICLE 2. TERM OF AGREEMENT

VENDOR agrees to perform the SERVICES beginning March ___, 2024, and ending December 31, 2024.

ARTICLE 3. COMPENSATION

For satisfactory performance of the SERVICES or, as such SERVICES may be modified by mutual written agreement, the CITY agrees to compensate VENDOR in accordance with the fees and expenses as stated in Schedule B, which is attached to and is part of this Agreement. VENDOR SHALL receive the not to exceed cost of the contract in 1 lump sum payment followed by VENDOR submission to the CITY of a monthly itemized statement of expenditures for SERVICES rendered and expenses incurred during the prior month and prepared in such form and supported by such documents as the CITY may reasonably require. The CITY will pay to VENDOR a lump sum in the amount equal to 30% of the not-to-exceed cost of the Agreement within thirty (30) days after approval of this Agreement and the remaining balance to be paid in monthly installments of the not-to-exceed cost of the Agreement on or before December 31, 2024.

A not-to-exceed cost of $ 41,800.00 has been established for the scope of SERVICES rendered by VENDOR. Costs in excess of such not-to-exceed cost, if any, may not be incurred without prior written authorization of the City Manager of the CITY, evidenced only by a written Change Order or Addendum to this Agreement, after consultation with the Department Head. It is specifically agreed to by VENDOR that the CITY will not be responsible for any additional cost or costs in excess of the above noted not-to-exceed cost if the CITY'S authorization by the City Manager is not given in writing prior to the performance of the SERVICES giving rise to such excess or additional costs.

Any bills or invoices sent by VENDOR to the CITY more than one (1) year after services which are the subject of such billing have been rendered shall not be paid by the CITY and the CITY shall have no liability therefor.

ARTICLE 4. EXECUTORY CLAUSE

The CITY shall have no liability under this Agreement to VENDOR or to anyone else

beyond funds appropriated and available for this Agreement.

ARTICLE 5. PROCUREMENT OF AGREEMENT

VENDOR represents and warrants that no person or selling agency has been employed or retained by VENDOR to solicit or secure this Agreement upon an agreement or upon an understanding for a commission, percentage, a brokerage fee, contingent fee or any other compensation. VENDOR further represents and warrants that no payment, gift or thing of value has been made, given or promised to obtain this or any other agreement between the parties. VENDOR makes such representations and warranties to induce the CITY to enter into this Agreement and the CITY relies upon such representations and warranties in the execution hereof.

For a breach or violation of such representations or warranties, the CITY shall have the right to annul this Agreement without liability, entitling the CITY to recover all monies paid hereunder and VENDOR shall not make claim or be entitled to recover, any sum or sums otherwise due under this Agreement. This remedy, if effected, shall not constitute the sole remedy afforded the CITY for such falsity or breach, nor shall it constitute a waiver of the CITY'S right to claim damages or otherwise refuse payment or to take any other action provided for by law or pursuant to this Agreement.

ARTICLE 6. CONFLICT OF INTEREST

VENDOR represents and warrants that neither it nor any of its directors, officers, members, partners or employees, have any interest nor shall they acquire any interest, directly or indirectly which would or may conflict in any manner or degree with the performance or rendering of the SERVICES herein provided. VENDOR further represents and warrants that in the performance of this Agreement, no person having such interest or possible interest shall be employed by it and that no elected official or other officer or employee of the CITY, nor any person whose salary is payable, in whole or in part, by the CITY, or any corporation, partnership or association in which such official, officer or employee is directly or indirectly interested shall have any such interest, direct or indirect, in this Agreement or in the proceeds thereof, unless such person submits a letter disclosing such an interest, or the appearance or potential of same, to the City Manager and a copy to the Corporation Counsel of the CITY in advance of the negotiation and execution of this Agreement.

For failure to submit such letter of disclosure, or for a breach or violation of such representations or warranties, the CITY shall have the right to annul this Agreement without liability, entitling the CITY to recover all monies paid hereunder and VENDOR shall not make claim for, or be entitled to recover, any sum or sums otherwise due under this Agreement. This remedy, if elected, shall not constitute the sole remedy afforded the CITY for such falsity or breach, nor shall it constitute a waiver of the CITY'S right to claim damages or otherwise refuse payment to or to take any other action provided for by law, in equity or pursuant to this Agreement.

ARTICLE 7. FAIR PRACTICES

VENDOR and each person signing on behalf of the VENDOR represents, warrants and certifies under penalty of perjury, that to the best of their knowledge and belief:

A. The prices in this Agreement have been arrived at independently by VENDOR without collusion, consultation, communication, or agreement with any other bidder, proposer or with any competitor as to any matter relating to such prices which has the effect of, or has as its purpose, restricting competition;

B. Unless otherwise required by law, the prices which have been quoted in this Agreement and on the proposal or quote submitted by VENDOR have not been knowingly disclosed by VENDOR prior to the communication of such quote to the CITY or the proposal opening directly or indirectly, to any other bidder, proposer or to any competitor; and

C. No attempt has been made or will be made by VENDOR to induce any other person, partnership, corporation or entity to submit or not to submit a proposal or quote for the purpose of restricting competition.

The fact that VENDOR (i) has published price lists, rates, or tariffs covering items being procured, (ii) has informed prospective customers of proposed or pending publication of new or revised price lists for such items, or (iii) has provided the same items to the other customers at the same prices being bid or quoted does not constitute, without more, a disclosure within the meaning of this Article.

ARTICLE 8. INDEPENDENT CONTRACTOR

In performing the SERVICES and incurring expenses under this Agreement, VENDOR shall operate as, and have the status of, an independent contractor and shall not act as agent, or be an agent, of the CITY. As an independent contractor, VENDOR shall be solely responsible for determining the means and methods of performing the SERVICES and shall have complete charge and responsibility for VENDOR'S personnel engaged in the performance of the same.

In accordance with such status as independent contractor, VENDOR covenants and agrees that neither it nor its employees or agents will hold themselves out as, nor claim to be officers or employees of the CITY, or of any department, agency or unit thereof by reason hereof, and that they will not, by reason hereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the CITY including, but not limited to, Worker's Compensation coverage, health coverage, Unemployment Insurance Benefits, Social Security coverage or employee retirement membership or credit.

ARTICLE 9. ASSIGNMENT AND SUBCONTRACTING

VENDOR shall not assign any of its rights, interest or obligations under this Agreement, or subcontract any of the SERVICES to be performed by it under this Agreement, except as provided in Exhibit "B" and Exhibit "C", without the prior express written consent of the City Manager of the CITY. Any such subcontract, assignment, transfer, conveyance, or other disposition without such prior consent shall be void and any SERVICES provided thereunder will not be compensated. Any subcontract or assignment properly consented to by the CITY shall be subject to all of the terms and conditions of this Agreement.

Failure of VENDOR to obtain any required consent to any assignment, shall be grounds for termination for cause, at the option of the CITY and if so terminated, the CITY shall thereupon be relieved and discharged from any further liability and obligation to VENDOR, its assignees or transferees, and all monies that may become due under this Agreement shall be forfeited to the CITY except so much thereof as may be necessary to pay VENDOR'S employees for past service.

The provisions of this clause shall not hinder, prevent, or affect any assignment by VENDOR for the benefit of its creditors made pursuant to the laws of the State of New York.

ARTICLE 10. BOOKS AND RECORDS

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

VENDOR shall submit a report to the City identifying prescribed services contracted for under this Agreement prior to the termination of this Agreement. VENDOR shall also submit reports identifying prescribed services contracted for under this Agreement upon request by the City while this Agreement is in effect.

ARTICLE 11. RETENTION OF RECORDS

VENDOR agrees to retain all books, records and other documents relevant to this

Agreement for six (6) years after the final payment or termination of this Agreement, whichever later occurs. CITY, or any State and/or Federal auditors, and any other persons duly authorized by the CITY, shall have full access and the right to examine any of said materials during said period.

ARTICLE 12. AUDIT BY THE CITY AND OTHERS

All Claimant Certification forms or invoices presented for payment to be made hereunder, and the books, records and accounts upon which said Claimant's Certification forms or invoices are based are subject to audit by the CITY. VENDOR shall submit any and all documentation and justification in support of expenditures or fees under this Agreement as may be required by the CITY so that it may evaluate the reasonableness of the charges, and VENDOR shall make its records available to the CITY upon request. All books, Claimant's Certification forms, records, reports, cancelled checks and any and all similar material may be subject to periodic inspection, review and audit by the CITY, the State of New York, the federal government, and/or other persons duly authorized by the CITY. Such audits may include examination and review of the source and application of all funds whether from the CITY, State, the federal government, private sources or otherwise. VENDOR shall not be entitled to any interim or final payment under this Agreement if any audit requirements and/or requests have not been satisfactorily met.

ARTICLE 13. INSURANCE

For all of the SERVICES set forth herein and as hereinafter amended, VENDOR shall maintain or cause to be maintained, in full force and effect during the term of this Agreement, at its expense, Workers' Compensation insurance, liability insurance covering personal injury and property damage, and other insurance with stated minimum coverages, all as listed below. Such policies are to be in the broadest form available on usual commercial terms and shall be written by insurers of recognized financial standing satisfactory to the CITY who have been fully informed as to the nature of the SERVICES to be performed. Except for Workers' Compensation and professional liability, the CITY shall be an additional insured on all such policies with the understanding that any obligations imposed upon the insured (including, without limitation, the liability to pay premiums) shall be the sole obligation of VENDOR and not those of the CITY. Notwithstanding anything to the contrary in this Agreement, VENDOR irrevocably waives all claims against the CITY for all losses, damages, claims or expenses resulting from risks commercially insurable under this insurance described in this Article 13. The provisions of insurance by VENDOR shall not in any way limit VENDOR'S liability under this Agreement.

Type of Coverage	Limit of Coverage
Worker's Compensation	Statutory
Employer's liability or similar insurance	$1,000,000 each occurrence
Automobile liability aggregate	$1,000,000
Comprehensive General Liability, including Broad form contractual Liability, bodily injury and property damage	$1,000,000 aggregate $2,000,000 each occurrence

VENDOR shall attach to this Agreement certificates of insurance evidencing VENDOR'S compliance with these requirements.

Each policy of insurance shall contain clauses to the effect that (i) such insurance shall be primary without right of contribution of any other insurance carried by or on behalf of the CITY with respect to its interests, (ii) it shall not be cancelled, including, without limitation, for non-payment of premium, or materially amended, without fifteen (15) days prior written notice to the CITY, directed to the City Manager, the Corporation Counsel and to the Department Head and the CITY shall have the option to pay any necessary

premiums to keep such insurance in effect and charge the cost back to VENDOR.
To the extent it is commercially available, each policy of insurance shall be provided on an "occurrence" basis. If any insurance is not so commercially available on an "occurrence" basis, it shall be provided on a "claims made" basis, and all such "claims made" policies shall provide that:

A. Policy retroactive dates coincide with or precede VENDOR'S start of the performance of this Agreement (including subsequent policies purchased as renewals or replacements);

B. VENDOR will maintain similar insurance for at least six (6) years following final acceptance of the SERVICES;

C. If the insurance is terminated for any reason, VENDOR agrees to purchase an unlimited extended reporting provision to report claims arising from the SERVICES performed or goods provided for the CITY; and

D. Immediate notice shall be given to the CITY through the City Manager of circumstances or incidents that might give rise to future claims with respect to the SERVICES performed under this Agreement.

ARTICLE 14. INDEMNIFICATION

VENDOR agrees to defend, indemnify and hold harmless the CITY, including its officials, employees and agents, against all claims, losses, damages, liabilities, costs or expenses (including, without limitation, reasonable attorney fees and costs of litigation and/or settlement), whether incurred as a result of a claim by a third party or any other person or entity, arising out of the SERVICES performed and/or goods supplied pursuant to this Agreement which the CITY or its officials, employees or agents, may suffer by reason of any negligence, fault, act or omission of VENDOR, its employees, representatives, subcontractors, assignees, or agents.

In the event that any claim is made or any action is brought against the CITY arising out of the negligence, fault, act, or omission of an employee, representative, subcontractor, assignee, or agent of VENDOR either within or without the scope of his respective employment, representation, subcontract, assignment or agency, or arising out of VENDOR'S negligence, fault, act or omission, then the CITY shall have the right to withhold further payments hereunder for the purpose of set-off of sufficient sums to cover the said claim or action. The rights and remedies of the CITY provided for in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or this Agreement.

ARTICLE 15. PROTECTION OF CITY PROPERTY

VENDOR assumes the risk of and shall be responsible for, any loss or damage to CITY property, including property and equipment leased by the CITY, used in the performance of this Agreement and caused, either directly or indirectly by the acts, conduct, omissions or lack of good faith of VENDOR, its officers, directors, members, partners, employees, representatives or assignees, or any person, firm, company, agent or others engaged by VENDOR as an expert consultant specialist or subcontractor hereunder.

In the event that any such CITY property is lost or damaged, except for normal wear and tear, then the CITY shall have the right to withhold further payments hereunder for the purposes of set-off in sufficient sums to cover such loss or damage.

VENDOR agrees to defend, indemnify and hold the CITY harmless from any and all liability or claim for loss, cost, damage or expense (including, without limitation, reasonable attorney fees and costs of litigation and/or settlement) due to any such loss or damage to any such CITY property described in this Article.
The rights and remedies of the CITY provided herein shall not be exclusive and are in addition to any other rights and remedies provided by law or by this Agreement.

ARTICLE 16. CONFIDENTIAL INFORMATION

In the course of providing the SERVICES and/or goods hereunder, VENDOR may acquire knowledge or come into possession of confidential, sensitive or proprietary information belonging to CITY. VENDOR agrees that it will keep and maintain such information securely and confidentially, and not disclose such information to any third parties, including the media, nor use such information in any manner publicly or privately, without receiving the prior approval, in writing, of the CITY authorizing such use. VENDOR'S obligations under this clause to maintain the confidentiality of such information and to refrain from using such information in any manner without the prior written approval of the CITY shall survive the termination or expiration of this Agreement.

ARTICLE 17. TERMINATION

Either party may terminate this Agreement by providing 30 days' written notice to the parties listed in this Article 17. Upon receipt of notice of termination, the VENDOR shall comply with any and all CITY closeout procedures, including, but not limited to:

A. Accounting for and refunding to the CITY within thirty (30) days, any unexpended funds which have been paid to VENDOR pursuant to this Agreement; and

B. Furnishing within thirty (30) days an inventory to the CITY of all equipment and material purchased by VENDOR through or under this Agreement. Any completed reports and any other material obtained in the preparation of reports under this Agreement, whether such reports are completed or not, shall become property of the CITY, and such records shall be submitted to it.

Notices shall be provided as follows:

If to CITY:
City of Newburgh
Office of the Corporation Counsel
83 Broadway, 2d Floor
Newburgh, NY 12550

If to VENDOR:
Greater Newburgh Parks Conservancy
Attn.: Kathy Lawrence
28 Bay View Terrace, 2d Floor
Newburgh, NY 12550.

Notwithstanding any other provision of this Agreement, VENDOR shall not be relieved of liability to the CITY for damages sustained by the CITY by virtue of VENDOR'S breach of the Agreement or failure to perform in accordance with applicable standards. In the event of termination, VENDOR shall be entitled to receive equitable compensation for any work completed to the satisfaction of the CITY. However, if termination is affected by the CITY because of default or breach of VENDOR, the CITY may withhold any payments due VENDOR for the purpose of set-off in such amount that the CITY reasonably determines to be the damages due it by VENDOR.

ARTICLE 18. GENERAL RELEASE

The acceptance by VENDOR or its assignees of the final payment under this Agreement, whether by Claimant's Certification form, judgment of any court of competent jurisdiction, or administrative means shall constitute and operate as a general release to the CITY from any and all claims of VENDOR arising out of the performance of this Agreement.

ARTICLE 19. NO ARBITRATION

Any and all disputes involving this Agreement, including the breach or alleged breach thereof, may not be submitted to arbitration unless specifically agreed thereto in writing by the City Manager of the CITY, but must instead only be heard in the Supreme Court of the State of New York, with venue in Orange County or if appropriate, in the Federal District Court with venue in the Southern District of New York, White Plains division.

ARTICLE 20. GOVERNING LAW

This Agreement shall be governed by the laws of the State of New York. VENDOR shall

render all SERVICES under this Agreement in accordance with applicable provisions of all federal, state and local laws, rules and regulations as are in effect at the time such SERVICES are rendered.

ARTICLE 21. CURRENT OR FORMER CITY EMPLOYEES

VENDOR represents and warrants that it shall not retain the SERVICES of any CITY employee or former CITY employee in connection with this Agreement or any other agreement that said VENDOR has or may have with the CITY without the express written permission of the CITY. This limitation period covers the preceding three (3) years or longer if the CITY employee or former CITY employee has or may have an actual or perceived conflict of interests due to their position with the CITY.

For a breach or violation of such representations or warranties, the CITY shall have the right to annul this Agreement without liability, entitling the CITY to recover all monies paid hereunder and VENDOR shall not make claim for or be entitled to recover, any sum or sums otherwise due under this Agreement. This remedy, if effected, shall not constitute the sole remedy afforded the CITY for such falsity or breach, nor shall it constitute a waiver of the CITY'S right to claim damages or otherwise refuse payment or to take any other action provided for by law or pursuant to this Agreement.

ARTICLE 22. ENTIRE AGREEMENT

The rights and obligations of the parties and their respective agents, successors and assignees shall be subject to and governed by this Agreement, including Schedules A and B, which supersede any other understandings or writings between or among the parties.

ARTICLE 23. MODIFICATION

No changes, amendments or modifications of any of the terms and/or conditions of this Agreement shall be valid unless reduced to writing and signed by the party to be bound. Changes in the scope of SERVICES in this Agreement shall not be binding, and no payment shall be due in connection therewith, unless prior to the performance of any such SERVICES, the City Manager of the CITY, after consultation with the Department Head and Corporation Counsel, executes an Addendum or Change Order to this Agreement, which Addendum or Change Order shall specifically set forth the scope of such extra or additional SERVICES and the amount of compensation and the extension of the time for performance, if any, for any such SERVICES. Unless otherwise specifically provided for therein, the provisions of this Agreement shall apply with full force and effect to the terms and conditions contained in such Addendum or Change Order.

Remainder of this page intentionally left blank

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

THE CITY OF NEWBURGH

BY: _____
TODD VENNING
CITY MANAGER

DATE: _____

GREATER NEWBURGH PARKS CONSERVANCY, INC.

BY: _____
NAME:
TITLE:

DATE: _____

Approved as to form:

_____
MICHELLE KELSON, Corporation Counsel

_____
JANICE GASTON, City Comptroller

DRAFT

EXHIBIT A-SCOPE OF WORK

The Greater Newburgh Parks Conservancy will partner with the City of Newburgh Conservation Advisory Council on the 2024 Environmental Justice Fellowship (EJF) program funded in part by the City of Newburgh.

- Plan, implement and manage the 2024 Environmental Justice Fellowship program March – December 2024. Provide monthly production reports reflecting work done by administrative staff, EJ Fellows Manager and EJ Fellows.
- Administrative costs not to exceed 40% of total budget costs.
- Conduct outreach, identify and interview potential Environmental Justice Fellows and EJ Fellows Manager.
- Select, orient, train, support, provide a stipend, and create leadership and public speaking opportunities for no more than five (5) young people from the City of Newburgh and one (1) EJ Fellows Manager. Any increase in the number of EJ Fellows Manager and EJ Fellows must be prior approved by the City of Newburgh.
- Provide community outreach, engagement, education and activation.
- Create and distribute social media posts, public education fliers and newspaper articles on street tree benefits, planting and maintenance.
- Plan, conduct and generate participation in EJF workshops and community gatherings.
- Build out Tree Care Corps; plan and implement tree care workshops/volunteer days, maintain regular communication with tree stewards, EJF Fellows, allied groups; enhance work with key allied organizations, track & respond to public inquiries.
- Coordinate planting of 40 trees or more as appropriate throughout the 4 wards of the City of Newburgh by surveying residents, cross-referencing with tree inventory, encouraging property owners to help water and monitor the health of trees, and recommending tree planting locations. May help with soil amendments, mulching, staking, installing watering devices on tree planting days. Any increase in the quantity of trees planted must be prior approved by the City of Newburgh.
  - Trees and associated materials (compost, stakes, guy wires, watering devices etc.) to be purchased by CAC.
  - 811 requests, tree pit excavation, and tree planting to be done by DPW in coordination with the CAC and the Conservancy.
- Mobilize community stewardship of street trees through community engagement, tree care workshops and hand-on training in caring for and maintaining street trees.
- Ensure that program deliverables are met, documented and reported to the City.
- Assist the City of Newburgh and CAC with other duties that may be reasonably requested, related to tree care and tree stewardship.

EXHIBIT B - 2024 EJ Fellowship Program Budget

Item	Cost	Notes
<u>Community/Volunteer Education & Training</u>		
EJ Fellows Leadership Development Stipend	$27,800	Not to exceed 5 Fellows: $20/hour during the 8 months of April - November
EJ Fellows Manager Stipend	$10,000	EJF program management, oversee Fellows including scheduling and calendar maintenance. Facilitate and document meetings. Plan and implement community engagement events and activities. Cultivate partnerships, work days and longer-term collaboration with allied Action Groups. Community Engagement and tracking. Meet program deliverables. $25/hour x 40 hours/month x 10 months (March – December)
<u>Community Events</u>		
Community Gatherings	$3,000	Supplies and materials for not less than six (6) community Gatherings including but not limited to NUFFI Fair, Ward Workshops, close out event and Allied Action Group workdays
<u>Media/Marketing</u>		
Printing	$1,000	Branded Materials and Activewear; multi-lingual materials
Not to Exceed	$41,800	Total Budget

RESOLUTION NO.: 35 - 2024

OF

FEBRUARY 26, 2024

A RESOLUTION RE-APPOINTING CYNTHIA GILKESON, CARLA JOHNSON, ALI T. MUHAMMAD AND MARIA RAMIREZ AND APPOINTING ALEXANDER BOLORIN AND MICHAEL CARTER AS MEMBERS OF THE POLICE COMMUNITY RELATIONS AND REVIEW BOARD

WHEREAS, vacancies on the Police Community Relations and Review Board have existed for more than 60 days and appointments are needed; and

WHEREAS, Cynthia Gilkeson, Carla Johnson, Ali T. Muhammad and Maria Ramirez have expressed interest in continuing to serve as members of the Police Community Relations and Review Board and Alexander Bolorin and Michael Carter have expressed interest in becoming members of the Police Community Relations and Review Board; and

WHEREAS, pursuant to Section 72-3(B)(3) of the Code of Ordinances of the City of Newburgh, the City Council finds that reappointing current members and appointing new members to the Police Community Relations and Review Board is in the best interests of the City of Newburgh;

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Newburgh, New York that Cynthia Gilkeson, Carla Johnson and Ali T. Muhammad be and are hereby re-appointed to serve as Member of the City of Newburgh Police Community Relations and Review Board for a three (3) year term effective immediately and expiring on August 15, 2026; and

BE IT FURTHER RESOLVED, by the Council of the City of Newburgh, New York that Maria Ramirez be and is hereby re-appointed to serve as Member of the City of Newburgh Police Community Relations and Review Board for a three (3) year term effective immediately and expiring on September 27, 2026; and

BE IT FURTHER RESOLVED, by the Council of the City of Newburgh, New York that Alexander Bolorin and Michael Carter be and are hereby appointed to serve as Member of the City of Newburgh Police Community Relations and Review Board to a term beginning February 27, 2024 and expiring February 26, 2027.

RESOLUTION NO.: 36 - 2024

OF

FEBRUARY 26, 2024

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A PAYMENT OF CLAIM WITH DOMINIQUE WILLIAMS IN THE AMOUNT OF $8,500.00

WHEREAS, Dominique Williams brought a claim against the City of Newburgh; and

WHEREAS, the parties have reached an agreement for the payment of the claim in the amount of Eight Thousand, Five Hundred and 00/100 Dollars ($8,500.00) in exchange for a release to resolve all claims among them; and

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

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the City Manager is hereby authorized to settle the claim of Dominique Williams in the total amount of Eight Thousand, Five Hundred and 00/100 Dollars ($8,500.00) and that the City Manager be and he hereby is authorized to execute documents as the Corporation Counsel may require to effectuate the settlement as herein described.