



City of Newburgh Council Work Session
*Sesion de trabajo del Concejal de la
Ciudad de Newburgh*
February 22, 2024
6:00 PM

Council Meeting Presentations/ Presentaciones de la Reunion General

1. PD 2023 Review Presentation
Presentación sobre la revisión del PD 2023
2. Public Hearing for the City of Newburgh Community Development Block Grant (CDBG) FY2023 Consolidated Annual Performance and Evaluation Report (CAPER)

There will be a public hearing on Monday, February 26, 2024 to receive comments on the City of Newburgh Community Development Block Grant (CDBG) FY2023 Consolidated Annual Performance and Evaluation Report (CAPER)

Habrá una audiencia pública el lunes, 26 de febrero 2024 para recibir comentarios sobre la Ciudad de Newburgh Subvención de los Bloques de Desarrollo Comunitario (CDBG) FY2023 Reporte de Evaluación y Rendimiento Anual Consolidado (CAPER)

Work Session Presentations/ Presentaciones de la Session de Trabajo

3. Update on African American Burial Ground Design
Actualización sobre el diseño del cementerio afroamericano
4. 2023 Annual Comptroller Update Presentation
Presentación de la actualización anual del contralor 2023

Finance/Finanza

5. 2023 Year End Budget Adjustment (For Audit)
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

Resolución que enmienda la Resolución No: 286-2022, el Presupuesto 2023 para la Ciudad de Newburgh, Nueva York para las transferencias y/o enmiendas presupuestarias de fin de año 2023 para ajustar cualquier partida en exceso del presupuesto

Information Technology Department/ Departamento de Tecnología e Información

6. RICOH Lease Agreement Addendum

Resolution authorizing the City Manager to execute a lease agreement with RICOH USA, Inc. for additional equipment in the Code Compliance Bureau

Resolución que autoriza al Gerente de la Ciudad a ejecutar un contrato de arrendamiento con RICOH USA, Inc. para equipos adicionales en la Oficina de Cumplimiento de Códigos

7. RICOH Order Agreement

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

Resolución que autoriza al Gerente de la Ciudad a ejecutar una modificación del calendario de productos de arrendamiento de un contrato de arrendamiento principal con RICOH USA, Inc. para la sustitución de equipos en el Departamento de Policía

Planning and Economic Development/Planificación y Desarrollo Económico

8. 169 1/2 Liberty Street - Release of Restrictive Covenants

Resolution authorizing the execution of a Release of Restrictive Covenants and Right of Re-Entry from a deed issued to Sarah Beckham Hooff and Aaron Latos to the premises known as 169 1/2 Liberty Street (Section 30, Block 5, Lot 12.1)

Resolución que autoriza la ejecución de una Liberación de cláusulas restrictivas y derecho de reingreso de una escritura emitida a nombre de Sarah Beckham Hooff y Aaron Latos a las instalaciones conocidas como 169 1/2 Liberty Street (Sección 30, Bloque 5, Lote 12.1)

9. Purchase of 146 Renwick Street

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

Resolución que autoriza la transmisión de bienes raíces conocidos como 146 Renwick Street (Sección 45, Bloque 14, Lote 11) en venta privada a Víctor José Daniel Ortega-Sagastume por el monto de \$140,000.00

Grants/Contracts/Agreements / Becas /Contratos/Convenios

10. Baker Tilly Contract

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

Resolución que autoriza al Gerente de la Ciudad a ejecutar un acuerdo con Baker Tilly US, LLP para facilitar un taller para el Concejo Municipal en una cantidad que no exceda los \$24,900.00

Police Department/ Departamento de Policía

11. Amendment to P.D. 2024 Personnel Book

Resolution amending the 2024 Personnel Analysis Book to add three Prisoner Attendant positions in the Police Department

Resolución que enmienda el Libro de Análisis de Personal 2024 para añadir tres puestos de Asistente de Prisionero en el Departamento de Policía

12. ATV Regulations

Reglamentación sobre ATV

Fire Department / Departamento de Bomberos

13. Donation of \$300 from Harbor Freight Tools

Resolution accepting a donation to the Fire Department from Harbor Freight Tools in the amount of \$300.00

Resolución aceptando una donación al Departamento de Bomberos de Harbor Freight Tools por el monto de \$300.00

Employment and Human Resources Issues/ Temas de Empleo y Recursos Humanos

14. Partners in Safety Agreement

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

Resolución que autoriza al Gerente de la Ciudad a entrar en un acuerdo con Partners in Safety para proporcionar servicios de pruebas de drogas y alcohol a la Ciudad de Newburgh

Boards and Commissions/Juntas y Comisiones

15. Conservation Advisory Council 2024 Environmental Justice Fellows Program - Greater Newburgh Parks Conservancy Agreement

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

Resolución que autoriza al Gerente de la Ciudad a firmar un acuerdo con Greater Newburgh Parks Conservancy, Inc. para el Programa de Becarios de la Justicia Ambiental 2024 por el monto de \$41,800.00

16. Appointments - Police Community Relations and Review Board
Nombramientos - Junta Comunitaria de Revisión y Relaciones Policiales

Executive Session/ Sesión Ejecutiva

17. Proposed, Pending or Current Litigation
Litigio propuesto, pendiente o actual
18. The medical, financial, credit or employment history of a particular person or corporation, or matters leading to the appointment, employment, promotion, demotion, discipline, suspension, dismissal or removal of a particular person or corporation
El historial médico, financiero, crediticio o laboral de una persona o empresa en particular, o los asuntos que conduzcan al nombramiento, empleo, ascenso, descenso de categoría, disciplina, suspensión, despido o destitución de una persona o empresa en particular

RESOLUTION NO.: 23 - 2024

OF

FEBRUARY 12, 2024

A RESOLUTION SCHEDULING
THE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)
CONSOLIDATED ANNUAL PERFORMANCE AND EVALUATION REPORT (CAPER)
PUBLIC HEARING AND OPENING OF
THE 15-DAY PUBLIC COMMENT PERIOD FOR FISCAL YEAR 2023

WHEREAS, the City of Newburgh has prepared a five-year Consolidated Housing and Community Development Strategy and Plan in accordance with the planning requirements of the Housing and Community Development Act of 1974 and applicable regulations; and

WHEREAS, a jurisdiction is required to submit an annual report to the U.S. Department of Housing and Urban Development (HUD) that summarizes accomplishments and progress toward Consolidated Plan goals in the Consolidated Annual Performance and Evaluation Report (CAPER) within 90 days after the program year; and

WHEREAS, the CAPER provides the community with information regarding how HUD entitlement funds were used to address housing, community development and essential service needs; and

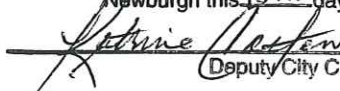
WHEREAS, prior to submitting the CAPER, the City publishes a draft of the report and provides the general public with an opportunity to submit comments;

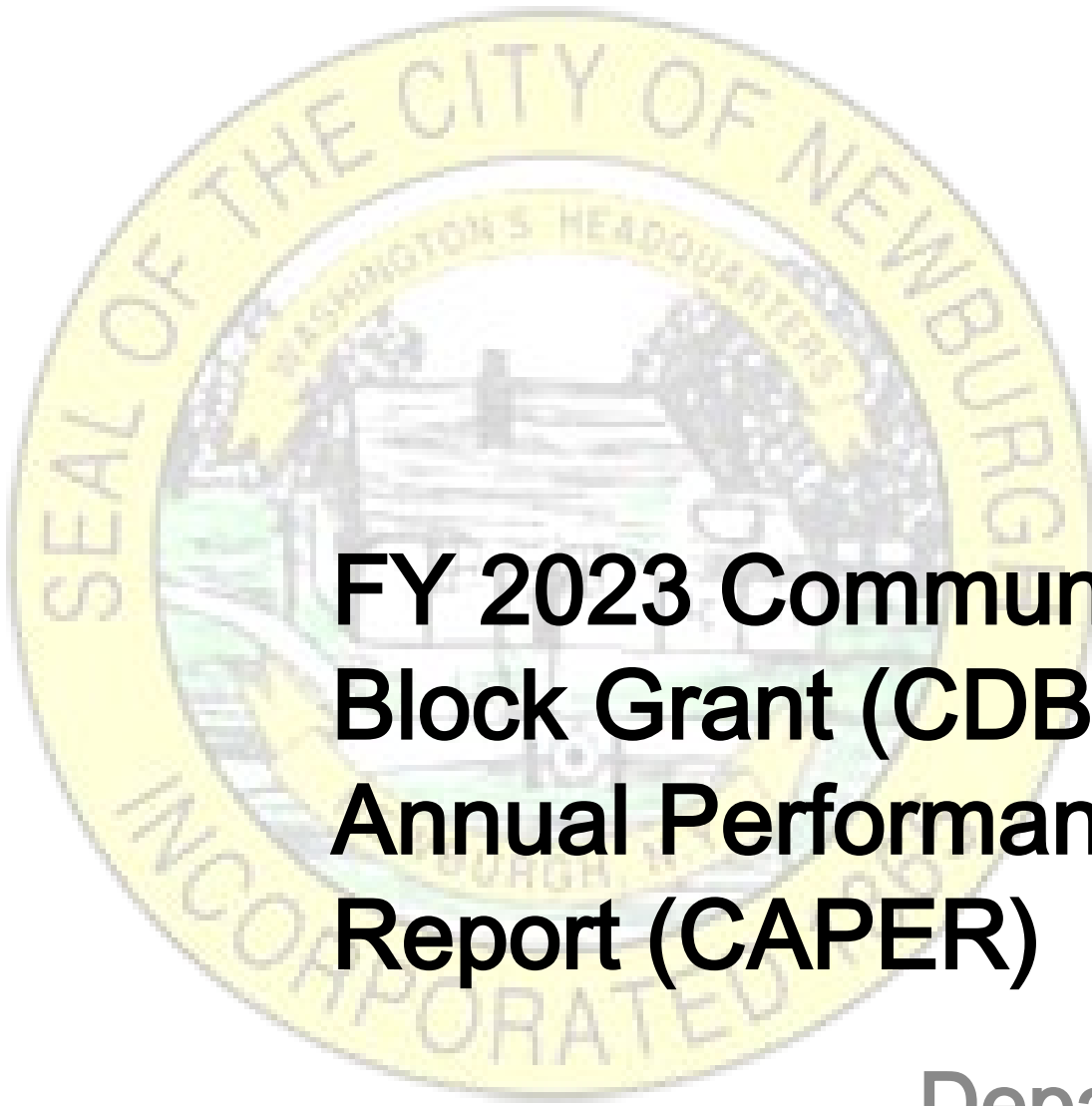
NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that there is scheduled a public hearing to receive public comment on the Consolidated Annual Performance and Evaluation Report (CAPER) with respect to the Community Development Block Grant Program for the Consolidated Plan for Housing and Community Development for FY 2023; and that such public hearing be and hereby is duly set to be held at 7:00 p.m. on the 26th day of February, 2024 in the City Council Chambers, 83 Broadway, City Hall, 3rd Floor, Newburgh, New York; and

BE IT FURTHER RESOLVED, by the Council of the City of Newburgh, New York that the 15-day period to receive written public comment on the City of Newburgh's proposed City of Newburgh's proposed Consolidated Annual Performance and Evaluation Report (CAPER) with respect to the Community Development Block Grant Program for the Consolidated Plan for Housing and Community Development for FY 2023 shall commence on February 27, 2024 and close on March 13, 2024.

I, Katrina Cotten, Deputy City Clerk of the City of Newburgh
hereby certify that I have compared the foregoing with the
original resolution adopted by the Council of the City of
Newburgh at a regular meeting held 2/12/24
and that it is a true and correct copy of such original.

Witness my hand and seal of the City of
Newburgh this 13th day of FEB 2024


Deputy City Clerk

The seal of the City of Newburg is a circular emblem. The outer ring is yellow with the text "SEAL OF THE CITY OF NEWBURG" in black. Inside this is a smaller circle with a yellow background and the text "WASHINGTON'S HEADQUARTERS" in black. The center of the seal features a detailed illustration of a large, multi-story building with a central tower and a flag flying from the top. The building is surrounded by greenery and a body of water.

FY 2023 Community Development Block Grant (CDBG): Consolidated Annual Performance and Evaluation Report (CAPER)

**Department of Planning &
Development
February 2024**



Consolidated Annual Performance and Evaluation Report (CAPER)



- The Consolidated Annual Performance and Evaluation Report (CAPER) is a report required as part of the Community Development Block Grant (CDBG) program.
- The primary purpose of the CAPER is to report on accomplishments of funded activities within the program year and to evaluate the grantee's progress in meeting one-year goals described in the CDBG Annual Action Plan and long-term goals described in the CDBG Consolidated Plan.
- The CAPER also provides grantees an opportunity to evaluate the effectiveness of their programs.



Consolidated Annual Performance and Evaluation Report (CAPER)



- The CAPER is submitted to the United States Department of Housing and Urban Development (HUD) within 90 days after the end of its program year.
- The City of Newburgh program year: January 1 – December 31.
- The CAPER must be submitted by March 31.



Consolidated Annual Performance and Evaluation Report (CAPER)

**COMMUNITY
DEVELOPMENT
BLOCK GRANT
PROGRAM**

- Requires a 15-Day Public Comment Period.
- Submitted to HUD on-line through the Integrated Disbursement and Information System or “IDIS.”



City of Newburgh CDBG Program - Refresher

**COMMUNITY
DEVELOPMENT
BLOCK GRANT
PROGRAM**

- Annual CDBG Projects/Activities are driven by Priority Needs identified in the Consolidated Plan.
- Also referred to as the “Con Plan” or “Five-Year Plan.”
- The Consolidated Plan is designed to help states and local jurisdictions assess their affordable housing and community development needs and market conditions, and to make data-driven, place-based investment decisions.



City of Newburgh CDBG Program - Refresher

**COMMUNITY
DEVELOPMENT
BLOCK GRANT
PROGRAM**

Current Consolidated Plan – Priority Needs:

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

FY2023: Year 4 of the 5 Year Plan 2020 - 2024



Summary of FY2023 Projects/Activities



FY2023 Projects/Activities

- Housing
- Park Improvements
- Complete Streets
- Neighborhood Services
- Administration

FY2023 Projects/Activities

In Rem Property Project

Priority Need Supported: Housing

Summary:

- Salaries/Benefits for 3 City of Newburgh employees.
- In Rem Property Team maintained the habitability of 28 residential properties returned to the City of Newburgh through the foreclosure process.

Activities included:

- Securing properties/Adding New locks
- Light property maintenance such as mowing, snow removal, installation of plywood window covers.

CDBG In Rem Property funds spent in 2023: \$242,503.89



FY2023 Projects/Activities

Homeowner Assistance Project

Priority Need Supported: Housing

Summary: Construction Materials for Homeowner Repair Program
(Managed by Habitat for Humanity of Greater Newburgh)

Activities included:

- Roof materials

CDBG Homeowner Assistance funds spent in 2023: \$12,551.33



FY2023 Projects/Activities

Park Improvements Project

Priority Need Supported: Quality of Life

Summary: Provide improvements to City of Newburgh Parks.

Activities included:

- Splashpad Project
- Development of Delano Hitch Recreation Park “Tot” Lot construction bid specifications.

CDBG Park Improvements funds spent in 2023: \$261,416.05

FY2023 Projects/Activities

Complete Streets Project

Priority Need Supported: Infrastructure

Summary: Projects to support upgrades to safe street access/reconfiguration in the City of Newburgh.

Activities included:

- Provided project funds for ADA curb/sidewalk upgrade project.

CDBG Complete Streets funds spent in 2023: \$642,432.63

FY2023 Projects/Activities

Neighborhood Services Project – Summer Film Festival,
National Nigh Out

Priority Need Supported: Quality of Life

Summary: Neighborhood Services to provide summer movie nights activities in the City of Newburgh.

- Summer Film Festival: Outreach to approximately 1,000 film attendees over 6 weeks.
- Movie night includes crafts/activities, cookout and waterplay.
- National Night Out Activities.

CDBG Neighborhood Services funds for Summer Film Festival, National Night Out spent in 2023: \$24,975.31



FY2023 Projects/Activities

Neighborhood Services Project – Workforce Development Priority Need Supported: Economic Development

Summary: Neighborhood Services activities to provide on-the-job training and hiring for City of Newburgh residents.

- Workforce Development Initiative: “Below the Line Bootcamp” On-the-Job workforce training.

CDBG Neighborhood Services funds spent for workforce development in 2023: \$10,000.00



FY2023 Projects/Activities

Administration

Summary: Supports the Administrative activities for the Community Development Block Grant, including salary and benefits for the Director of Community Development, as well as public notice and mail costs, Spanish interpretation and translation.

CDBG Administration funds spent in 2023: \$133,531.48



CR-05 - Goals and Outcomes

Progress the jurisdiction has made in carrying out its strategic plan and its action plan. 91.520(a)

This could be an overview that includes major initiatives and highlights that were proposed and executed throughout the program year.

Several CDBG Entitlement (EN) projects placed on hold due to the Coronavirus Pandemic in 2020, either started or restarted in 2023:

In Rem Property Program: Maintenance of the habitability of 28 residential properties returned to the City of Newburgh through the foreclosure process.

Neighborhood Services: Neighborhood Services project for the Summer Film Festival, 2023 National Night Out, Workforce Training

Infrastructure: Complete Streets Project

Public Facilities: Park Improvements Splash Pad Project

Administration: Support services to the Community Development Block Grant, including publishing public notices, processing payment vouchers, report preparation, Spanish translation and interpretation services, and salary of the Director of Community Development.

The City of Newburgh continued several CDBG CARES Act (CDBG-CV) projects. Activities included a food security program, Emergency Income Payments (Rent) program, COVID-19 Outreach Activities, including community outreach programs to distribute PPE and hand sanitizer, and CDBG-CV grant administration.

Comparison of the proposed versus actual outcomes for each outcome measure submitted with the consolidated plan and explain, if applicable, why progress was not made toward meeting goals and objectives. 91.520(g)

Categories, priority levels, funding sources and amounts, outcomes/objectives, goal outcome indicators, units of measure, targets, actual outcomes/outputs, and percentage completed for each of the grantee's program year goals.

Goal	Category	Source / Amount	Indicator	Unit of Measure	Expected – Strategic Plan	Actual – Strategic Plan	Percent Complete	Expected – Program Year	Actual – Program Year	Percent Complete
Administration	Administration	CDBG: \$	Other	Other	1	1	100.00%	1	1	100.00%

Economic Development	Non-Housing Community Development Economic Development	CDBG: \$	Businesses assisted	Businesses Assisted	15	15	100.00%	3	3	100.00%
Housing	Affordable Housing	CDBG: \$	Public Facility or Infrastructure Activities for Low/Moderate Income Housing Benefit	Households Assisted	0	0		5	5	100.00%
Housing	Affordable Housing	CDBG: \$	Housing Code Enforcement/Foreclosed Property Care	Household Housing Unit	100	100	100.00%			
Infrastructure Improvements	Non-Housing Community Development Infrastructure Improvements	CDBG: \$	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit	Persons Assisted	28000	28000	100.00%	28000	28000	100.00%
Quality of Life Improvements	Non-Housing Community Development	CDBG: \$	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit	Persons Assisted	28000	28000	100.00%			
Quality of Life Improvements	Non-Housing Community Development	CDBG: \$	Public service activities other than Low/Moderate Income Housing Benefit	Persons Assisted	4000	4000	100.00%	700	700	100.00%

Table 1 - Accomplishments – Program Year & Strategic Plan to Date

Assess how the jurisdiction's use of funds, particularly CDBG, addresses the priorities and specific objectives identified in the plan, giving special attention to the highest priority activities identified.

Housing: The In Rem property team provided maintenance of the habitability of 28 residential properties returned to the City of Newburgh through the foreclosure process. This project meets several goals, including preserving housing stock, reducing slum and blight, and improving Quality of Life.

Housing: The Emergency Home Owner Assistance Program from a previous CDBG Program Year assisted a low-income City of Newburgh homeowner with an emergency lead water service line, and a non-lead service line replacement.

Quality of Life - Public Services: Neighborhood Services provided a Summer Film Festival. This program provides public service outreach as well as activities for youth. This Project also funded 2023 National Night Out.

Quality of Life - Public Facilities: Funding for the City of Newburgh Park Improvements Splashpad project.

Economic Development: Public Services: Neighborhood Services provided Workforce Training for City of Newburgh residents through Below the Line Bootcamp.

Quality of Life - CDBG-CV Public Services: The Emergency Income Payments Program provides a service to provide rental arrears assistance to City of Newburgh residents unable to pay for rent for issues related to the coronavirus pandemic.

Quality of Life - CDBG-CV Public Services: The City of Newburgh Community Outreach Program provides services related to Personal Protective Equipment (PPE) and hand sanitizer distribution, and COVID At-Home Test Kits.

Quality of Life - CDBG-CV Public Services: The City of Newburgh Food Security Program provides food assistance to City of Newburgh residents impacted by the coronavirus pandemic. This service includes food pantry services through various non-profit organizations in the City of Newburgh as well as support for produce production with the Downing Park Urban Farm (DPUF) Newburgh Urban Farm & Food Initiative (NUFFI).

Infrastructure Improvements: The Infrastructure Improvements project included sidewalk improvements.

Administration: Support services to the Community Development Block Grant, including publishing public notices, processing payment vouchers, report preparation, Spanish translation and interpretation services, and salary of the Director of Community Development.

CR-10 - Racial and Ethnic composition of families assisted

Describe the families assisted (including the racial and ethnic status of families assisted).

91.520(a)

	CDBG
White	0
Black or African American	150
Asian	0
American Indian or American Native	0
Native Hawaiian or Other Pacific Islander	0
Total	150
Hispanic	0
Not Hispanic	150

Table 2 – Table of assistance to racial and ethnic populations by source of funds

Narrative

The data in Table 2 is approximate. Of the families and individuals participating in the Neighborhood Services Summer Film Festival, 70% were minorities. The City of Newburgh Summer Film Festival was open to all City of Newburgh residents. However, in order to reach as many low-income families who may have transportation restrictions, as well as provide a socially-distanced location, the festival was held at the Safe Harbors Green, located between Ann St. and Broadway, in Census Tract 5.0. This is a walkable location on the East-End of the City of Newburgh, a target area for low-income activities. The festival was attended by families and individuals, approximately 80% minority.

The In Rem Project assisted the following ethnic groups: 39% Latino or Hispanic, 61% Not-Hispanic or Latino. The racial categories assisted by the In Rem Project include: 6% Asian, 14% Black or African American, 77% White, 2% identify as Other.

CR-15 - Resources and Investments 91.520(a)

Identify the resources made available

Source of Funds	Source	Resources Made Available	Amount Expended During Program Year
CDBG	public - federal	838,093	431,344

Table 3 - Resources Made Available

Narrative

Identify the geographic distribution and location of investments

Target Area	Planned Percentage of Allocation	Actual Percentage of Allocation	Narrative Description
Census Tracts 4 & 5	70		In Rem Property Project, Summer Film Festival, Infrastructure Improvements
City Wide	30		In Rem Property Project, Summer Film Festival, Infrastructure Improvements

Table 4 – Identify the geographic distribution and location of investments

Narrative

The majority of the CDBG projects took place in Census Tracts 4 and 5, including the 2023 Summer Film Festival.

Leveraging

Explain how federal funds leveraged additional resources (private, state and local funds), including a description of how matching requirements were satisfied, as well as how any publicly owned land or property located within the jurisdiction that were used to address the needs identified in the plan.

Complete Streets, Liberty Street Streetscape and Sidewalk Project: The City of Newburgh was awarded a Transportation Alternatives Program (TAP) grant from the New York State Department of Transportation in the amount of \$400,000.00. The funds are to be used for a (new) complete street oriented streetscape design replacement of one block of City sidewalks in the heart of the City of Newburgh's Historic downtown, along Liberty St, between Broadway and Ann Street. Community Development Block Grant (CDBG) funding is used to match the TAP funds.

CR-20 - Affordable Housing 91.520(b)

Evaluation of the jurisdiction's progress in providing affordable housing, including the number and types of families served, the number of extremely low-income, low-income, moderate-income, and middle-income persons served.

	One-Year Goal	Actual
Number of Homeless households to be provided affordable housing units	0	0
Number of Non-Homeless households to be provided affordable housing units	0	0
Number of Special-Needs households to be provided affordable housing units	0	0
Total	0	0

Table 5 – Number of Households

	One-Year Goal	Actual
Number of households supported through Rental Assistance	0	0
Number of households supported through The Production of New Units	0	0
Number of households supported through Rehab of Existing Units	0	0
Number of households supported through Acquisition of Existing Units	0	0
Total	0	0

Table 6 – Number of Households Supported

Discuss the difference between goals and outcomes and problems encountered in meeting these goals.

After evaluating the previous City of Newburgh CDBG-funded Emergency Homeowner Repair program, it was determined that a previous Emergency Homeowner Repair program was not meeting homeowner needs. In 2021, the Emergency Homeowner Repair Program was re-introduced, and a Subrecipient Agreement was awarded to Habitat for Humanity of Greater Newburgh to manage an Emergency Homeowner Repair Program for income-qualified homeowners in the City of Newburgh. The Emergency Homeowner Repair Program continued in 2023.

Discuss how these outcomes will impact future annual action plans.

The City of Newburgh will consider an increase in program funding to Habitat for Humanity of Greater Newburgh if the program is successful in assisting City of Newburgh homeowners with emergency home repairs.

Include the number of extremely low-income, low-income, and moderate-income persons served by each activity where information on income by family size is required to determine the eligibility of the activity.

Number of Households Served	CDBG Actual	HOME Actual
Extremely Low-income	0	0
Low-income	4	0
Moderate-income	0	0
Total	4	0

Table 7 – Number of Households Served

Narrative Information

In 2022, the Emergency Homeowner Repair Program was re-introduced, and a Subrecipient Agreement was awarded to Habitat for Humanity of Greater Newburgh to manage an Emergency Homeowner Repair Program for income-qualified homeowners in the City of Newburgh. The City of Newburgh will consider an increase in program funding to Habitat for Humanity of Greater Newburgh if the program is successful in assisting City of Newburgh homeowners with emergency home repairs.

CR-25 - Homeless and Other Special Needs 91.220(d, e); 91.320(d, e); 91.520(c)

Evaluate the jurisdiction's progress in meeting its specific objectives for reducing and ending homelessness through:

Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs

The Newburgh Ministry provides a homeless shelter on Johnston St. Social service assistance, as well as healthcare is provided. In conjunction with the ESPRI-funded "Fragile Economies" project, the Newburgh Ministry provides financial stability assistance, as well as improved health and wellness and resiliency through peer coaching to several at-risk families in the City of Newburgh.

Addressing the emergency shelter and transitional housing needs of homeless persons

City of Newburgh partners with services such as Regional Economic Community Action Program (RECAP) and Orange County Department of Social Services to address emergency shelter and transitional housing needs of homeless persons. Other partners include Safe Harbors of the Hudson, the Newburgh Ministry and a growing number of organizations providing services to the formerly incarcerated and those affected by the criminal justice system, including Exodus Transitional Community and Osborne Association.

Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: likely to become homeless after being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); and, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs

Social service agencies and organizations in the City of Newburgh such as Exodus Transitional Community, Bridges of New York and Renwick Recovery, Inc., work to address and promote programs for vulnerable persons and families. In 2017, the NYS Governor's Office commenced the Empire State Poverty Reduction Initiative (ESPRI). ESPRI held a community listening session, as well as convened several task forces, including housing, workforce development, healthcare and wellness. The focus of ESPRI 2022 was to continue implementation of several support projects, including the "Fragile Economies Project."

Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals

and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again

RECAP and Orange County Department of Social Services address the housing transition needs for homeless individuals and families, as do a growing number of service organizations, such as Exodus Transitional Community, Bridges of New York, Renwick Recovery, Inc. and Project L.I.F.E.

CR-30 - Public Housing 91.220(h); 91.320(j)

Actions taken to address the needs of public housing

City of Newburgh staff continue to meet with the Director of the Newburgh Housing Authority (NHA) on a regular basis regarding any public housing needs. All CDBG programs and City of Newburgh jobs are advertised at the NHA site.

Actions taken to encourage public housing residents to become more involved in management and participate in homeownership

The "City of Newburgh - Housing Resource Guide" and information on how to apply for a finance a City-owned property are shared with public housing residents. The Newburgh Community Land Bank has been awarded funding through the New York State Attorney General for a "Neighbors for Neighborhoods" Affordable Rental Housing Program. The purpose of the program is to encourage neighborhood residents to rehabilitate properties in their own neighborhood, and maintain the property as affordable rental housing.

Actions taken to provide assistance to troubled PHAs

This section is not applicable.

CR-35 - Other Actions 91.220(j)-(k); 91.320(i)-(j)

Actions taken to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment. 91.220 (j); 91.320 (i)

The City of Newburgh supports affordable housing throughout the City of Newburgh. Fees related to land use procedures have been significantly reduced and zoning relaxed to provide more accessibility. The City of Newburgh Zoning is reviewed regularly to identify barriers to affordable housing projects.

Actions taken to address obstacles to meeting underserved needs. 91.220(k); 91.320(j)

The City of Newburgh has a population in which at least 50% identify as Latinx. Spanish interpretation is provided at CDBG-related meetings (ex. Public Hearings). Spanish translation and dissemination of program materials into Spanish, as well as in English, is required by the City of Newburgh under the Language Access Plan. "La Voz" provides Spanish language announcements for City of Newburgh residents.

The City of Newburgh has contracted with Language Link to provide additional language translation and interpretation services.

Actions taken to reduce lead-based paint hazards. 91.220(k); 91.320(j)

Coordination between Lead Safe Orange and City of Newburgh Code Compliance of City of Newburgh-owned properties.

The City of Newburgh is planning to apply for a Lead remediation grant through HUD's Office of Lead Hazard Control and Healthy Homes (OLHCHH).

Actions taken to reduce the number of poverty-level families. 91.220(k); 91.320(j)

In 2017, the NYS Governor's Office commenced the Empire State Poverty Reduction Initiative (ESPRI) in the City of Newburgh. The City of Newburgh ESPRI is managed by United Way of Dutchess-Orange Region.

ESPRI held a community listening session, as well as convened several task forces, including housing, workforce development, healthcare, and wellness. The focus of ESPRI 2023 was to continue the implementation of the Newburgh Ministry-managed "Fragile Economies Project." The Fragile Economies Project aims to help low-income families achieve financial goals and establish a savings cushion to help with life's unexpected events and emergencies. Families work with peer coaches to set goals, create an action plan, and stay on track. Families are connected to support where needed.

Actions taken to develop institutional structure. 91.220(k); 91.320(j)

Fees related to land use procedures have been significantly reduced and zoning relaxed to provide more accessibility. In addition, the City of Newburgh has developed a more streamlined land use board process, to enhance accessibility.

Actions taken to enhance coordination between public and private housing and social service agencies. 91.220(k); 91.320(j)

The City of Newburgh takes a lead in the Newburgh Housing Coalition, which includes Habitat for Humanity of Greater Newburgh, PathStone (HUD Homeowner training), Orange County Social Services, Safe Harbors of the Hudson and the Newburgh Community Land Bank. The City of Newburgh also participates in the Orange County Housing Planning Committee, which has even broader outreach and member organizations.

Identify actions taken to overcome the effects of any impediments identified in the jurisdictions analysis of impediments to fair housing choice. 91.520(a)

Homeownership preparation and training through Pathstone, Independent Living and Habitat for Humanity of Greater Newburgh. Introduction of Tenant's Responsibilities and accompanying public workshops are also provided.

CR-40 - Monitoring 91.220 and 91.230

Describe the standards and procedures used to monitor activities carried out in furtherance of the plan and used to ensure long-term compliance with requirements of the programs involved, including minority business outreach and the comprehensive planning requirements

Activities are reviewed using the exhibits found in the CPD Monitoring Handbook. The "Guide for Review of Eligibility" as well as the guides for review of National Objectives are used as Activities are selected and subsequently set up. An "Activity Eligibility" form is prepared for each Activity, identifying the National Objective, as well as the eligible activity category.

Small business workshops were held through the SBA/City of Newburgh Co-Sponsorship Agreement, including a continuation of the "Business Basics Bootcamp," as well as a low-income City of Newburgh resident "On-the-Job" training program.

A joint Planning and Development/Community Development/Grants Administration meeting is held on a regular basis in order to ensure that the CDBG program is in alignment with other City of Newburgh community needs. In addition, the whole CDBG program is monitored for "Timeliness" using a spreadsheet, which tracks Activity spending, as well as Public Service and Administration caps.

Citizen Participation Plan 91.105(d); 91.115(d)

Describe the efforts to provide citizens with reasonable notice and an opportunity to comment on performance reports.

In compliance with City of Newburgh procedures, the Notice of a 15-Day Public Comment Period for the 2023 CAPER was submitted to 3 local newspapers as well as a Spanish language publication/social media. The newspapers include the Times Herald Record, Hudson Valley Press and the Times Community Papers (Mid-Hudson Times). La Voz provides Spanish language outreach for the 2023 CAPER.

CR-45 - CDBG 91.520(c)

Specify the nature of, and reasons for, any changes in the jurisdiction's program objectives and indications of how the jurisdiction would change its programs as a result of its experiences.

There were no changes in the City of Newburgh's program objectives.

Does this Jurisdiction have any open Brownfields Economic Development Initiative (BEDI) grants?

No

[BEDI grantees] Describe accomplishments and program outcomes during the last year.

CR-45 - CDBG 91.520(c)

Specify the nature of, and reasons for, any changes in the jurisdiction's program objectives and indications of how the jurisdiction would change its programs as a result of its experiences.

There were no changes in the City of Newburgh's program objectives.

Does this Jurisdiction have any open Brownfields Economic Development Initiative (BEDI) grants?

No

[BEDI grantees] Describe accomplishments and program outcomes during the last year.

CR-58 – Section 3

Identify the number of individuals assisted and the types of assistance provided

Total Labor Hours	CDBG	HOME	ESG	HOPWA	HTF
Total Number of Activities	0	0	0	0	0
Total Labor Hours					
Total Section 3 Worker Hours					
Total Targeted Section 3 Worker Hours					

Table 8 – Total Labor Hours

Qualitative Efforts - Number of Activities by Program	CDBG	HOME	ESG	HOPWA	HTF
Outreach efforts to generate job applicants who are Public Housing Targeted Workers	1				
Outreach efforts to generate job applicants who are Other Funding Targeted Workers.	1				
Direct, on-the job training (including apprenticeships).	1				
Indirect training such as arranging for, contracting for, or paying tuition for, off-site training.					
Technical assistance to help Section 3 workers compete for jobs (e.g., resume assistance, coaching).					
Outreach efforts to identify and secure bids from Section 3 business concerns.					
Technical assistance to help Section 3 business concerns understand and bid on contracts.					
Division of contracts into smaller jobs to facilitate participation by Section 3 business concerns.					
Provided or connected residents with assistance in seeking employment including: drafting resumes, preparing for interviews, finding job opportunities, connecting residents to job placement services.					
Held one or more job fairs.	1				
Provided or connected residents with supportive services that can provide direct services or referrals.					
Provided or connected residents with supportive services that provide one or more of the following: work readiness health screenings, interview clothing, uniforms, test fees, transportation.					
Assisted residents with finding child care.	1				
Assisted residents to apply for, or attend community college or a four year educational institution.					
Assisted residents to apply for, or attend vocational/technical training.					
Assisted residents to obtain financial literacy training and/or coaching.					
Bonding assistance, guaranties, or other efforts to support viable bids from Section 3 business concerns.					
Provided or connected residents with training on computer use or online technologies.					
Promoting the use of a business registry designed to create opportunities for disadvantaged and small businesses.					
Outreach, engagement, or referrals with the state one-stop system, as designed in Section 121(e)(2) of the Workforce Innovation and Opportunity Act.	1				

Other.					
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Table 9 – Qualitative Efforts - Number of Activities by Program

Narrative

The City of Newburgh promotes employment opportunities for City of Newburgh residents, through the City of Newburgh website, Civil Service postings and job announcements posted in all public buildings. Qualified City of Newburgh residents receive priority for job openings. Contractors are provided with Section 3 requirements.



Office of Community Planning and Development
U.S. Department of Housing and Urban Development
Integrated Disbursement and Information System
PR26 - CDBG Financial Summary Report
Program Year 2023
NEWBURGH , NY

DATE: 02-16-24
TIME: 9:21
PAGE: 1

PART I: SUMMARY OF CDBG RESOURCES

01 UNEXPENDED CDBG FUNDS AT END OF PREVIOUS PROGRAM YEAR	1,052,683.74
02 ENTITLEMENT GRANT	838,093.00
03 SURPLUS URBAN RENEWAL	0.00
04 SECTION 108 GUARANTEED LOAN FUNDS	0.00
05 CURRENT YEAR PROGRAM INCOME	0.00
05a CURRENT YEAR SECTION 108 PROGRAM INCOME (FOR SI TYPE)	0.00
06 FUNDS RETURNED TO THE LINE-OF-CREDIT	0.00
06a FUNDS RETURNED TO THE LOCAL CDBG ACCOUNT	0.00
07 ADJUSTMENT TO COMPUTE TOTAL AVAILABLE	0.00
08 TOTAL AVAILABLE (SUM, LINES 01-07)	1,890,776.74

PART II: SUMMARY OF CDBG EXPENDITURES

09 DISBURSEMENTS OTHER THAN SECTION 108 REPAYMENTS AND PLANNING/ADMINISTRATION	1,181,366.26
10 ADJUSTMENT TO COMPUTE TOTAL AMOUNT SUBJECT TO LOW/MOD BENEFIT	0.00
11 AMOUNT SUBJECT TO LOW/MOD BENEFIT (LINE 09 + LINE 10)	1,181,366.26
12 DISBURSED IN IDIS FOR PLANNING/ADMINISTRATION	174,343.96
13 DISBURSED IN IDIS FOR SECTION 108 REPAYMENTS	0.00
14 ADJUSTMENT TO COMPUTE TOTAL EXPENDITURES	0.00
15 TOTAL EXPENDITURES (SUM, LINES 11-14)	1,355,710.22
16 UNEXPENDED BALANCE (LINE 08 - LINE 15)	535,066.52

PART III: LOW/MOD BENEFIT THIS REPORTING PERIOD

17 EXPENDED FOR LOW/MOD HOUSING IN SPECIAL AREAS	0.00
18 EXPENDED FOR LOW/MOD MULTI-UNIT HOUSING	0.00
19 DISBURSED FOR OTHER LOW/MOD ACTIVITIES	1,181,366.26
20 ADJUSTMENT TO COMPUTE TOTAL LOW/MOD CREDIT	0.00
21 TOTAL LOW/MOD CREDIT (SUM, LINES 17-20)	1,181,366.26
22 PERCENT LOW/MOD CREDIT (LINE 21/LINE 11)	100.00%

LOW/MOD BENEFIT FOR MULTI-YEAR CERTIFICATIONS

23 PROGRAM YEARS(PY) COVERED IN CERTIFICATION	PY: PY: PY:
24 CUMULATIVE NET EXPENDITURES SUBJECT TO LOW/MOD BENEFIT CALCULATION	0.00
25 CUMULATIVE EXPENDITURES BENEFITING LOW/MOD PERSONS	0.00
26 PERCENT BENEFIT TO LOW/MOD PERSONS (LINE 25/LINE 24)	0.00%

PART IV: PUBLIC SERVICE (PS) CAP CALCULATIONS

27 DISBURSED IN IDIS FOR PUBLIC SERVICES	44,975.31
28 PS UNLIQUIDATED OBLIGATIONS AT END OF CURRENT PROGRAM YEAR	0.00
29 PS UNLIQUIDATED OBLIGATIONS AT END OF PREVIOUS PROGRAM YEAR	0.00
30 ADJUSTMENT TO COMPUTE TOTAL PS OBLIGATIONS	0.00
31 TOTAL PS OBLIGATIONS (LINE 27 + LINE 28 - LINE 29 + LINE 30)	44,975.31
32 ENTITLEMENT GRANT	838,093.00
33 PRIOR YEAR PROGRAM INCOME	30,869.61
34 ADJUSTMENT TO COMPUTE TOTAL SUBJECT TO PS CAP	0.00
35 TOTAL SUBJECT TO PS CAP (SUM, LINES 32-34)	868,962.61
36 PERCENT FUNDS OBLIGATED FOR PS ACTIVITIES (LINE 31/LINE 35)	5.18%

PART V: PLANNING AND ADMINISTRATION (PA) CAP

37 DISBURSED IN IDIS FOR PLANNING/ADMINISTRATION	174,343.96
38 PA UNLIQUIDATED OBLIGATIONS AT END OF CURRENT PROGRAM YEAR	0.00
39 PA UNLIQUIDATED OBLIGATIONS AT END OF PREVIOUS PROGRAM YEAR	40,812.48
40 ADJUSTMENT TO COMPUTE TOTAL PA OBLIGATIONS	0.00
41 TOTAL PA OBLIGATIONS (LINE 37 + LINE 38 - LINE 39 +LINE 40)	133,531.48
42 ENTITLEMENT GRANT	838,093.00
43 CURRENT YEAR PROGRAM INCOME	0.00
44 ADJUSTMENT TO COMPUTE TOTAL SUBJECT TO PA CAP	0.00
45 TOTAL SUBJECT TO PA CAP (SUM, LINES 42-44)	838,093.00
46 PERCENT FUNDS OBLIGATED FOR PA ACTIVITIES (LINE 41/LINE 45)	15.93%



Office of Community Planning and Development
U.S. Department of Housing and Urban Development
Integrated Disbursement and Information System
PR26 - CDBG Financial Summary Report
Program Year 2023
NEWBURGH , NY

DATE: 02-16-24
TIME: 9:21
PAGE: 2

LINE 17 DETAIL: ACTIVITIES TO CONSIDER IN DETERMINING THE AMOUNT TO ENTER ON LINE 17

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LINE 18 DETAIL: ACTIVITIES TO CONSIDER IN DETERMINING THE AMOUNT TO ENTER ON LINE 18

No data returned for this view. This might be because the applied filter excludes all data.

LINE 19 DETAIL: ACTIVITIES INCLUDED IN THE COMPUTATION OF LINE 19

Plan Year	IDIS Project	IDIS Activity	Voucher Number	Activity Name	Matrix Code	National Objective	Drawn Amount
2018	4	581	6718213	Park Improvements	03F	LMA	\$294.75
2019	3	586	6718213	Park Improvements	03F	LMA	\$189,926.91
2020	4	597	6747075	Park Improvements	03F	LMA	\$4,862.03
2020	4	597	6749377	Park Improvements	03F	LMA	\$3,017.18
2020	4	597	6764429	Park Improvements	03F	LMA	\$7,609.95
2020	4	597	6797090	Park Improvements	03F	LMA	\$698.63
2020	4	597	6809742	Park Improvements	03F	LMA	\$851.88
2020	4	597	6828925	Park Improvements	03F	LMA	\$858.63
2020	4	597	6846130	Park Improvements	03F	LMA	\$2,097.96
2022	2	618	6720152	Public Facility Improvements	03F	LMA	\$13,187.08
2022	2	618	6764429	Public Facility Improvements	03F	LMA	\$2,088.40
2022	2	618	6766591	Public Facility Improvements	03F	LMA	\$442.04
2022	2	618	6771345	Public Facility Improvements	03F	LMA	\$2,007.53
2022	2	618	6771956	Public Facility Improvements	03F	LMA	\$4,995.00
2022	2	618	6773202	Public Facility Improvements	03F	LMA	\$264.00
2022	2	618	6774800	Public Facility Improvements	03F	LMA	\$935.40
2022	2	618	6775585	Public Facility Improvements	03F	LMA	\$1,306.42
2022	2	618	6777296	Public Facility Improvements	03F	LMA	\$3,419.08
2022	2	618	6786676	Public Facility Improvements	03F	LMA	\$961.35
2023	4	625	6835738	Public Facility Improvements	03F	LMA	\$23,746.40
2023	4	625	6842454	Public Facility Improvements	03F	LMA	\$7,735.18
					03F	Matrix Code	\$271,305.80
2021	2	607	6764429	Infrastructure Improvements	03K	LMA	\$7,349.42
2021	2	607	6782319	Infrastructure Improvements	03K	LMA	\$2,230.00
2021	2	607	6797114	Infrastructure Improvements	03K	LMA	\$199,022.40
2022	2	617	6777296	Infrastructure Improvements	03K	LMA	\$1,537.41
2022	2	617	6786676	Infrastructure Improvements	03K	LMA	\$390.15
2022	2	617	6797114	Infrastructure Improvements	03K	LMA	\$96,188.43
2022	2	617	6809175	Infrastructure Improvements	03K	LMA	\$211,378.01
2023	2	624	6835738	Infrastructure Improvements	03K	LMA	\$69,072.27
					03K	Matrix Code	\$587,168.09
2021	4	605	6719329	Summer Film Festival	05D	LMC	\$5,800.61
2021	4	605	6746404	Summer Film Festival	05D	LMC	\$3,000.00
2021	4	605	6781146	Summer Film Festival	05D	LMC	\$125.02
2022	4	620	6777296	Neighborhood Services	05D	LMC	\$10,000.00
2022	4	620	6781146	Neighborhood Services	05D	LMC	\$1,691.72
2022	4	620	6782319	Neighborhood Services	05D	LMC	\$1,305.00
2022	4	620	6788374	Neighborhood Services	05D	LMC	\$2,016.74
2022	4	620	6789789	Neighborhood Services	05D	LMC	\$490.00
2022	4	620	6792315	Neighborhood Services	05D	LMC	\$2,741.74
2022	4	620	6796189	Neighborhood Services	05D	LMC	\$870.00
2022	4	620	6797090	Neighborhood Services	05D	LMC	\$3,759.38
2022	4	620	6799735	Neighborhood Services	05D	LMC	\$5,927.46
2022	4	620	6811174	Neighborhood Services	05D	LMC	\$1,725.06
2023	5	627	6835738	Neighborhood Services - Summer Film & Community Outreach	05D	LMC	\$1,323.19
					05D	Matrix Code	\$40,775.92
2020	5	612	6719329	Workforce Development Training	05H	LMA	\$4,199.39
					05H	Matrix Code	\$4,199.39
2020	1	595	6766591	Homeowner Assistance Program	14A	LMH	\$6,541.33

Plan Year	IDIS Project	IDIS Activity	Voucher Number	Activity Name	Matrix Code	National Objective	Drawn Amount
2020	1	595	6789789	Homeowner Assistance Program	14A	LMH	\$6,010.00
2021	1	608	6809742	Housing Stability	14A	LMH	\$25.20
2022	1	616	6720152	Home Repair Program	14A	LMH	\$11,200.00
2022	1	616	6821898	Home Repair Program	14A	LMH	\$7,400.00
					14A	Matrix Code	\$31,176.53
2021	3	606	6746404	Economic Development	18B	LMA	\$374.60
					18B	Matrix Code	\$374.60
2021	1	610	6821898	In Rem Property Program	19E	LMA	\$20,000.00
2022	1	615	6720152	In Rem Property Program	19E	LMA	\$47,322.34
2022	1	615	6727848	In Rem Property Program	19E	LMA	\$132.48
2022	1	615	6731313	In Rem Property Program	19E	LMA	\$421.96
2022	1	615	6731672	In Rem Property Program	19E	LMA	\$78.03
2022	1	615	6750214	In Rem Property Program	19E	LMA	\$34.60
2022	1	615	6764429	In Rem Property Program	19E	LMA	\$20.26
2022	1	615	6765134	In Rem Property Program	19E	LMA	\$70.25
2022	1	615	6769179	In Rem Property Program	19E	LMA	\$161.93
2022	1	615	6792315	In Rem Property Program	19E	LMA	\$195.00
2022	1	615	6809175	In Rem Property Program	19E	LMA	\$435.00
2022	1	615	6821898	In Rem Property Program	19E	LMA	\$2,855.00
2022	1	615	6842454	In Rem Property Program	19E	LMA	\$275.00
2022	1	615	6847189	In Rem Property Program	19E	LMA	\$875.00
2023	1	622	6835738	In Rem Property Program	19E	LMA	\$161,114.82
2023	1	622	6842454	In Rem Property Program	19E	LMA	\$12,374.26
					19E	Matrix Code	\$246,365.93
Total							\$1,181,366.26

LINE 27 DETAIL: ACTIVITIES INCLUDED IN THE COMPUTATION OF LINE 27

Plan Year	IDIS Project	IDIS Activity	Voucher Number	Activity to prevent, prepare for, and respond to Coronavirus	Activity Name	Grant Number	Fund Type	Matrix Code	National Objective	Drawn Amount
2021	4	605	6719329	No	Summer Film Festival	B21MC360119	EN	05D	LMC	\$5,800.61
2021	4	605	6746404	No	Summer Film Festival	B21MC360119	EN	05D	LMC	\$3,000.00
2021	4	605	6781146	No	Summer Film Festival	B21MC360119	EN	05D	LMC	\$125.02
2022	4	620	6777296	No	Neighborhood Services	B22MC360119	PI	05D	LMC	\$10,000.00
2022	4	620	6781146	No	Neighborhood Services	B22MC360119	PI	05D	LMC	\$1,691.72
2022	4	620	6782319	No	Neighborhood Services	B22MC360119	PI	05D	LMC	\$1,305.00
2022	4	620	6788374	No	Neighborhood Services	B22MC360119	PI	05D	LMC	\$2,016.74
2022	4	620	6789789	No	Neighborhood Services	B22MC360119	PI	05D	LMC	\$490.00
2022	4	620	6792315	No	Neighborhood Services	B22MC360119	PI	05D	LMC	\$2,741.74
2022	4	620	6796189	No	Neighborhood Services	B22MC360119	PI	05D	LMC	\$870.00
2022	4	620	6797090	No	Neighborhood Services	B22MC360119	PI	05D	LMC	\$3,759.38
2022	4	620	6799735	No	Neighborhood Services	B22MC360119	PI	05D	LMC	\$5,927.46
2022	4	620	6811174	No	Neighborhood Services	B22MC360119	PI	05D	LMC	\$1,725.06
2023	5	627	6835738	No	Neighborhood Services - Summer Film & Community Outreach	B23MC360119	EN	05D	LMC	\$1,323.19
								05D	Matrix Code	\$40,775.92
2020	5	612	6719329	No	Workforce Development Training	B20MC360119	EN	05H	LMA	\$4,199.39
								05H	Matrix Code	\$4,199.39
				No	Activity to prevent, prepare for, and respond to Coronavirus					\$44,975.31
Total										\$44,975.31

LINE 37 DETAIL: ACTIVITIES INCLUDED IN THE COMPUTATION OF LINE 37

Plan Year	IDIS Project	IDIS Activity	Voucher Number	Activity Name	Matrix Code	National Objective	Drawn Amount
2021	5	604	6727848	Administration	21A		\$1,372.04
2021	5	604	6736935	Administration	21A		\$39.23
2022	5	614	6720152	Administration	21A		\$40,812.48
2022	5	614	6727848	Administration	21A		\$100.53
2022	5	614	6731313	Administration	21A		\$482.43
2022	5	614	6736935	Administration	21A		\$26.57
2022	5	614	6738012	Administration	21A		\$62.93
2022	5	614	6738020	Administration	21A		\$64.89
2023	6	621	6835738	Administration	21A		\$124,102.20
2023	6	621	6842454	Administration	21A		\$7,280.66
					21A	Matrix Code	\$174,343.96
Total							\$174,343.96



PART I: SUMMARY OF CDBG-CV RESOURCES

01 CDBG-CV GRANT	883,534.00
02 FUNDS RETURNED TO THE LINE-OF-CREDIT	0.00
03 FUNDS RETURNED TO THE LOCAL CDBG ACCOUNT	0.00
04 TOTAL CDBG-CV FUNDS AWARDED	883,534.00

PART II: SUMMARY OF CDBG-CV EXPENDITURES

05 DISBURSEMENTS OTHER THAN SECTION 108 REPAYMENTS AND PLANNING/ADMINISTRATION	678,368.53
06 DISBURSED IN IDIS FOR PLANNING/ADMINISTRATION	82,982.91
07 DISBURSED IN IDIS FOR SECTION 108 REPAYMENTS	0.00
08 TOTAL EXPENDITURES (SUM, LINES 05 - 07)	761,351.44
09 UNEXPENDED BALANCE (LINE 04 - LINE8)	122,182.56

PART III: LOWMOD BENEFIT FOR THE CDBG-CV GRANT

10 EXPENDED FOR LOW/MOD HOUSING IN SPECIAL AREAS	0.00
11 EXPENDED FOR LOW/MOD MULTI-UNIT HOUSING	0.00
12 DISBURSED FOR OTHER LOW/MOD ACTIVITIES	678,368.53
13 TOTAL LOW/MOD CREDIT (SUM, LINES 10 - 12)	678,368.53
14 AMOUNT SUBJECT TO LOW/MOD BENEFIT (LINE 05)	678,368.53
15 PERCENT LOW/MOD CREDIT (LINE 13/LINE 14)	100.00%

PART IV: PUBLIC SERVICE (PS) CALCULATIONS

16 DISBURSED IN IDIS FOR PUBLIC SERVICES	678,368.53
17 CDBG-CV GRANT	883,534.00
18 PERCENT OF FUNDS DISBURSED FOR PS ACTIVITIES (LINE 16/LINE 17)	76.78%

PART V: PLANNING AND ADMINISTRATION (PA) CAP

19 DISBURSED IN IDIS FOR PLANNING/ADMINISTRATION	82,982.91
20 CDBG-CV GRANT	883,534.00
21 PERCENT OF FUNDS DISBURSED FOR PA ACTIVITIES (LINE 19/LINE 20)	9.39%



Office of Community Planning and Development
U.S. Department of Housing and Urban Development
Integrated Disbursement and Information System
PR26 - CDBG-CV Financial Summary Report
NEWBURGH , NY

DATE: 02-16-24
TIME: 8:48
PAGE: 2

LINE 10 DETAIL: ACTIVITIES TO CONSIDER IN DETERMINING THE AMOUNT TO ENTER ON LINE 10

No data returned for this view. This might be because the applied filter excludes all data.

LINE 11 DETAIL: ACTIVITIES TO CONSIDER IN DETERMINING THE AMOUNT TO ENTER ON LINE 11

No data returned for this view. This might be because the applied filter excludes all data.

LINE 12 DETAIL: ACTIVITIES INCLUDED IN THE COMPUTATION OF LINE 12

Plan Year	IDIS Project	IDIS Activity	Voucher Number	Activity Name	Matrix Code	National Objective	Drawn Amount
2020	8	591	6446807	Food Security - CV	05W	LMA	\$23,686.27
			6476206	Food Security - CV	05W	LMA	\$1,309.18
			6479777	Food Security - CV	05W	LMA	\$272.60
			6493034	Food Security - CV	05W	LMA	\$5,710.04
			6509041	Food Security - CV	05W	LMA	\$24,815.26
			6531386	Food Security - CV	05W	LMA	\$13,036.29
			6566808	Food Security - CV	05W	LMA	\$42,254.60
			6604461	Food Security - CV	05W	LMA	\$5,908.00
			6622760	Food Security - CV	05W	LMA	\$5,980.57
			6742491	Food Security - CV	05W	LMA	\$4,458.79
			6764471	Food Security - CV	05W	LMA	\$4,770.43
			6805243	Food Security - CV	05W	LMA	\$5,011.36
		592	6510750	Emergency Income Payments - CV	05Q	LMC	\$44,040.97
			6532487	Emergency Income Payments - CV	05Q	LMC	\$58,155.22
			6556228	Emergency Income Payments - CV	05Q	LMC	\$76,863.09
			6585568	Emergency Income Payments - CV	05Q	LMC	\$84,220.53
			6603056	Emergency Income Payments - CV	05Q	LMC	\$35,948.23
			6604461	Emergency Income Payments - CV	05Q	LMC	\$8,150.40
			6641508	Emergency Income Payments - CV	05Q	LMC	\$109,653.27
			6764471	Emergency Income Payments - CV	05Q	LMC	\$2,900.00
		600	6462103	COVID-19 Outreach - CV	05M	LMA	\$14,393.01
			6468859	COVID-19 Outreach - CV	05M	LMA	\$29.14
			6474205	COVID-19 Outreach - CV	05M	LMA	\$2,959.02
			6509041	COVID-19 Outreach - CV	05M	LMA	\$3,806.28
			6531386	COVID-19 Outreach - CV	05M	LMA	\$425.51
			6539304	COVID-19 Outreach - CV	05M	LMA	\$1,020.00
			6550250	COVID-19 Outreach - CV	05M	LMA	\$5,520.92
			6557216	COVID-19 Outreach - CV	05M	LMA	\$2,947.62
			6557786	COVID-19 Outreach - CV	05M	LMA	\$1,337.16
			6562490	COVID-19 Outreach - CV	05M	LMA	\$133.35
			6563002	COVID-19 Outreach - CV	05M	LMA	\$358.77
			6568214	COVID-19 Outreach - CV	05M	LMA	\$2,819.70
			6571826	COVID-19 Outreach - CV	05M	LMA	\$1,272.09
			6575052	COVID-19 Outreach - CV	05M	LMA	\$305.00
			6582772	COVID-19 Outreach - CV	05M	LMA	\$172.46
			6588916	COVID-19 Outreach - CV	05M	LMA	\$160.11
			6599180	COVID-19 Outreach - CV	05M	LMA	\$36,452.63



Office of Community Planning and Development
U.S. Department of Housing and Urban Development
Integrated Disbursement and Information System
PR26 - CDBG-CV Financial Summary Report
NEWBURGH , NY

DATE: 02-16-24
TIME: 8:48
PAGE: 3

Plan Year	IDIS Project	IDIS Activity	Voucher Number	Activity Name	Matrix Code	National Objective	Drawn Amount
2020	8	600	6603517	COVID-19 Outreach - CV	05M	LMA	\$5,182.79
			6618957	COVID-19 Outreach - CV	05M	LMA	\$87.71
			6622760	COVID-19 Outreach - CV	05M	LMA	\$231.37
			6634355	COVID-19 Outreach - CV	05M	LMA	\$67.07
			6642842	COVID-19 Outreach - CV	05M	LMA	\$4,003.40
			6649995	COVID-19 Outreach - CV	05M	LMA	\$143.88
			6695277	COVID-19 Outreach - CV	05M	LMA	\$86.85
		601	6479777	COVID Vaccine Appointment Transportation - CV	05M	LMA	\$46.00
			6480971	COVID Vaccine Appointment Transportation - CV	05M	LMA	\$726.00
			6482360	COVID Vaccine Appointment Transportation - CV	05M	LMA	\$870.76
			6485716	COVID Vaccine Appointment Transportation - CV	05M	LMA	\$292.70
			6489498	COVID Vaccine Appointment Transportation - CV	05M	LMA	\$125.18
			6490815	COVID Vaccine Appointment Transportation - CV	05M	LMA	\$2,457.00
			6491529	COVID Vaccine Appointment Transportation - CV	05M	LMA	\$255.10
			6504601	COVID Vaccine Appointment Transportation - CV	05M	LMA	\$283.07
			6514614	COVID Vaccine Appointment Transportation - CV	05M	LMA	\$312.00
			6525945	COVID Vaccine Appointment Transportation - CV	05M	LMA	\$750.00
			6558667	COVID Vaccine Appointment Transportation - CV	05M	LMA	\$750.00
			6575052	COVID Vaccine Appointment Transportation - CV	05M	LMA	\$439.78
		603	6509041	COVID Barriers - CV	05M	LMA	\$30,000.00
Total							\$678,368.53

LINE 16 DETAIL: ACTIVITIES INCLUDED IN THE COMPUTATION OF LINE 16

Plan Year	IDIS Project	IDIS Activity	Voucher Number	Activity Name	Matrix Code	National Objective	Drawn Amount
2020	8	591	6446807	Food Security - CV	05W	LMA	\$23,686.27
			6476206	Food Security - CV	05W	LMA	\$1,309.18
			6479777	Food Security - CV	05W	LMA	\$272.60
			6493034	Food Security - CV	05W	LMA	\$5,710.04
			6509041	Food Security - CV	05W	LMA	\$24,815.26
			6531386	Food Security - CV	05W	LMA	\$13,036.29
			6566808	Food Security - CV	05W	LMA	\$42,254.60
			6604461	Food Security - CV	05W	LMA	\$5,908.00
			6622760	Food Security - CV	05W	LMA	\$5,980.57
			6742491	Food Security - CV	05W	LMA	\$4,458.79
			6764471	Food Security - CV	05W	LMA	\$4,770.43
			6805243	Food Security - CV	05W	LMA	\$5,011.36
		592	6510750	Emergency Income Payments - CV	05Q	LMC	\$44,040.97
			6532487	Emergency Income Payments - CV	05Q	LMC	\$58,155.22
			6556228	Emergency Income Payments - CV	05Q	LMC	\$76,863.09
			6585568	Emergency Income Payments - CV	05Q	LMC	\$84,220.53
			6603056	Emergency Income Payments - CV	05Q	LMC	\$35,948.23
			6604461	Emergency Income Payments - CV	05Q	LMC	\$8,150.40
			6641508	Emergency Income Payments - CV	05Q	LMC	\$109,653.27
			6764471	Emergency Income Payments - CV	05Q	LMC	\$2,900.00
		600	6462103	COVID-19 Outreach - CV	05M	LMA	\$14,393.01
			6468859	COVID-19 Outreach - CV	05M	LMA	\$29.14
			6474205	COVID-19 Outreach - CV	05M	LMA	\$2,959.02
			6509041	COVID-19 Outreach - CV	05M	LMA	\$3,806.28
			6531386	COVID-19 Outreach - CV	05M	LMA	\$425.51
			6539304	COVID-19 Outreach - CV	05M	LMA	\$1,020.00
			6550250	COVID-19 Outreach - CV	05M	LMA	\$5,520.92
			6557216	COVID-19 Outreach - CV	05M	LMA	\$2,947.62
			6557786	COVID-19 Outreach - CV	05M	LMA	\$1,337.16
			6562490	COVID-19 Outreach - CV	05M	LMA	\$133.35
			6563002	COVID-19 Outreach - CV	05M	LMA	\$358.77
			6568214	COVID-19 Outreach - CV	05M	LMA	\$2,819.70
			6571826	COVID-19 Outreach - CV	05M	LMA	\$1,272.09
			6575052	COVID-19 Outreach - CV	05M	LMA	\$305.00

PR26 - Activity Summary by Selected Grant

Date Generated: 02/16/2024

Grantee: NEWBURGH

Grant Year: 2023

Formula and Competitive Grants only, CARES Act Grants only

Total Grant Amount for CDBG 2023 Grant year B23MC360119 Grant Number = \$838,093.00														
State	Grantee Name	Grant Year	Grant Number	Activity Group	Matrix Code	National Objective	IDIS Activity	Activity to prevent, prepare for, and respond to Coronavirus	Activity Status	Amount Funded From Selected Grant	Amount Drawn From Selected Grant	% of CDBG Drawn From Selected Grant/Grant	Total CDBG Funded Amount (All Years All Sources)	Total CDBG Drawn Amount (All Years All Sources)
NY	NEWBURGH	2023	B23MC360119	Administrative And Planning	21A		621	No	Open	\$167,618.00	\$157,573.60		\$167,618.00	\$157,573.60
Total Administrative And Planning										\$167,618.00	\$157,573.60	18.80%	\$167,618.00	\$157,573.60
NY	NEWBURGH	2023	B23MC360119	Economic Development	14E	LMA	626	No	Open	\$10,000.00	\$0.00		\$10,000.00	
Total Economic Development										\$10,000.00	\$0.00	0.00%	\$10,000.00	\$0.00
NY	NEWBURGH	2023	B23MC360119	Housing	14A	LMH	623	No	Open	\$20,000.00	\$0.00		\$20,000.00	
NY	NEWBURGH	2023	B23MC360119	Housing	19E	LMA	622	No	Open	\$221,975.00	\$216,786.61		\$221,975.00	\$216,786.61
Total Housing										\$241,975.00	\$216,786.61	25.87%	\$241,975.00	\$216,786.61
NY	NEWBURGH	2023	B23MC360119	Public Improvements	03F	LMA	625	No	Open	\$98,500.00	\$35,596.38		\$98,500.00	\$35,596.38
NY	NEWBURGH	2023	B23MC360119	Public Improvements	03K	LMA	624	No	Open	\$270,000.00	\$124,336.81		\$270,000.00	\$124,336.81
Total Public Improvements										\$368,500.00	\$159,933.19	19.08%	\$368,500.00	\$159,933.19
NY	NEWBURGH	2023	B23MC360119	Public Services	05D	LMC	627	No	Open	\$25,000.00	\$1,323.19		\$25,000.00	\$1,323.19
NY	NEWBURGH	2023	B23MC360119	Public Services	05H	LMA	628	No	Open	\$25,000.00	\$0.00		\$25,000.00	
Non CARES Related Public Services										\$50,000.00	\$1,323.19	0.16%	\$50,000.00	\$1,323.19
Total 2023										\$838,093.00	\$535,616.59	63.91%	\$838,093.00	\$535,616.59
Grand Total										\$838,093.00	\$535,616.59	63.91%	\$838,093.00	\$535,616.59

RESOLUTION NO.: ____ - 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:

<u>GL Account</u>	<u>Description</u>	<u>Increase Budget</u>	<u>Decrease Budget</u>
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

<u>GL Account</u>	<u>Description</u>	<u>Increase Budget</u>	<u>Decrease Budget</u>
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

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)
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.: _____ - 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.



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.

(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



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. 14-6000232 <i>(Do Not Insert Social Security No.)</i>		Billing Contact Telephone No. (845)569-7345		Billing Contact Facsimile Number		Billing Contact E-Mail Address 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)
37

Minimum Payment (Without Tax)
See Addendum

Minimum Payment Billing Frequency
<input checked="" type="checkbox"/> Monthly
<input type="checkbox"/> Quarterly
<input type="checkbox"/> 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:

- 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.
- 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.
- 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.
- 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).
- 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



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



Supplier to terminate the Software License, support and other services under the Software License), and pursue you for any deficiency balance after disposing of 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.

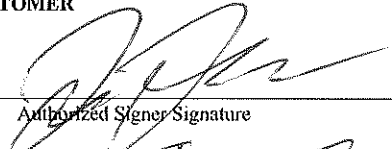
Any purchase order, or other ordering documents will not modify or affect this Lease, nor have any other legal effect and shall serve only the purpose of identifying the Equipment ordered. You agree to sign and return to us a delivery and acceptance certificate (which, at our request, may be done electronically) 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.

<p>CUSTOMER</p> <p>By:  Authorized Signer Signature</p> <p>Printed Name: <u>JOSEPH FALCONE</u></p> <p>Title: <u>Acting IS Manager</u> Date: <u>7/13/23</u></p>	<p>Accepted by: RICOH USA, INC.</p> <p>By: _____ Authorized Signer Signature</p> <p>Printed Name: _____</p> <p>Title: _____ Date: _____</p>
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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			Contact: Joseph Falcone
Address Line 1: 83 BROADWAY FL 2		Phone: (845)569-7345	
Address Line 2:		E-mail: JFalcone@cityofnewburgh-ny.gov	
City: NEWBURGH		Fax:	
ST/Zip: NY/12550-5617	County: ORANGE		

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				Contact: Joseph Falcone
Address Line 1: 83 BROADWAY FL 2		Phone: (845)569-7345		
Address Line 2:		E-mail: JFalcone@cityofnewburgh-ny.gov		
City: NEWBURGH		Fax:		
ST/Zip: NY/12550-5617	County: ORANGE			
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

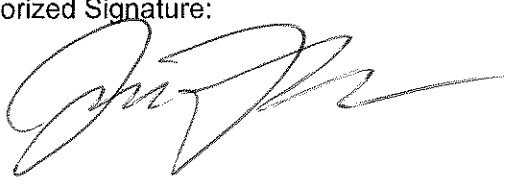
PRODUCT INFORMATION

Product Description	QTY	Service Level	Total B/W Allowance QUARTERLY	B/W Ovg	Total Color Allowance QUARTERLY	Color Ovg	Service Base MONTHLY
RICOH IMC4500 CONFIGURABLE PTO MODEL	1	GOLD	0	0.006	0	0.05	\$0.00



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:	
Additional Provisions: <i>Insert ANY additional provisions here</i>	(Excludes Tax)	

Accepted by Customer	Accepted: Ricoh USA, Inc.
Authorized Signature: 	Authorized Signature:
Printed Name: <i>JOSEPH FALCONE</i>	Printed Name:
Title: <i>Acting IS MANAGER</i>	Title:
Date: <i>7/13/23</i>	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. ("Rico") 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/mailling 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





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:

- 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

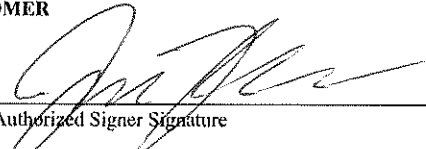
PAYMENT

TERM: 37 months

- 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.

<p>CUSTOMER</p> <p>By: <u></u> <input checked="" type="checkbox"/> Authorized Signer Signature</p> <p>Printed Name: <u>JOSEPH FALCONE</u></p> <p>Title: <u>Acting IS Manager</u> Date: <u>7/13/23</u></p>	<p>Accepted by: RICOH USA, INC.</p> <p>By: _____ Authorized Signer Signature</p> <p>Printed Name: _____</p> <p>Title: _____ Date: _____</p>
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RESOLUTION NO.: _____ - 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.

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) 55 Broadway				Billing Contact Name 83 Broadway			
Product Location Address Newburgh Orange NY 12550-5613				Billing Address (if different from location address) Newburgh Orange NY 12550-5613			
City	County	State	Zip	City	County	State	Zip
Billing Contact Telephone Number (845) 569-7326			Billing Contact Facsimile Number		Billing Contact E-Mail Address 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) 36	Minimum Payment (Without Tax) \$ 274.96	Minimum Payment Billing Frequency <input checked="" type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/> Other: _____	Advance Payment <input type="checkbox"/> 1 st Payment <input type="checkbox"/> 1 st & Last Payment <input type="checkbox"/> Other: _____
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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

- 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."
- 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.**
- 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 By: X <i>Authorized Signer Signature</i> Printed Name: _____ Title: _____ Date: _____	Accepted by: RICOH USA, INC. By: _____ <i>Authorized Signer Signature</i> Printed Name: _____ Title: _____ Date: _____
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RESOLUTION NO.: _____-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

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





RESOLUTION NO.: _____ - 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

<u>Property address</u>	<u>Section, Block, Lot</u>	<u>Purchaser</u>	<u>Purchase Price</u>
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 not be entitled to special or consequential damages, attorney's fees, reimbursement for any expenses incurred as a result of ownership, improvements of property, or for taxes paid during period of ownership, and this agreement by the purchaser is a material condition of the sale.
13. Sale shall be final, absolute and without recourse once title is conveyed on the actual day of closing. In no event, shall City of Newburgh be or become liable for any defects in title for any cause whatsoever, and no claim, demand or suit of any nature shall exist in favor of the purchaser, his heirs, successors or assigns, against City of Newburgh arising from this sale.
14. Conveyance shall be by quitclaim deed only, containing a description of the property as it appeared on the tax roll for the year upon which the City acquired title or as corrected up to date of deed. The deed will be recorded by the City upon payment in full of the purchase price, tax reimbursements, buyer's premium (if applicable), and closing fees/costs. Possession of property is forbidden until the deed is recorded conveying title to the purchaser. **Title vests upon conveyance of deed.**
15. Upon closing, the City shall deliver a quitclaim deed conveying all of its right, title and interest in the subject property, which deed shall be drawn by the City Corporation Counsel. The City shall not convey its interest in any street, water, sewer or drainage easement, or any other interest the City may have in the property. *The City shall only convey that interest obtained by the City pursuant to the judgment rendered in an *in rem* tax foreclosure action filed in the Orange County Clerk's Office.*

16. The description of the property shall be from the City of Newburgh Tax Map reference or a survey description certified to the City of Newburgh. Any survey description shall be provided to the City Corporation Counsel by the purchaser at least thirty (30) days in advance of closing title and approved by the City's Engineer.
17. By acknowledging and executing these Terms & Conditions, the purchaser certifies that he/she is not representing the former owner(s) of the property against whom City of Newburgh foreclosed and has no intent to defraud City of Newburgh of the unpaid taxes, assessment, penalties and charges which have been levied against the property. The purchaser agrees that neither he/she nor his/her assigns shall convey the property to the former owner(s) against whom City of Newburgh foreclosed within 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.: _____ - 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 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.

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

THE CITY OF NEWBURGH

BAKER TILLY US, LLP

BY: _____
TODD VENNING
CITY MANAGER

BY: _____

DATE: _____

DATE: _____

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.

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.: _____-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.: _____ - 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)

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https://outlook.office365.com/mail/id/AAMkADQwMDQ1MjJkLTkzMjQ1NDRkNS05Yjk4LWZjYmZmMzA1NzE4ZgBGAAAAAAAEI%2BIbPCe4Q5HgvFx...

1/1

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



*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.: _____ - 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.: _____ - 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

WHEREAS, 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.

<u>Type of Coverage</u>	<u>Limit of Coverage</u>
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	\$1,000,000 aggregate
Broad form contractual Liability, bodily injury and property damage	\$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

GREATER NEWBURGH PARKS
CONSERVANCY, INC.

BY: _____
TODD VENNING
CITY MANAGER

BY: _____
NAME: _____
TITLE: _____

DATE: _____

DATE: _____

Approved as to form:

MICHELLE KELSON, Corporation Counsel

JANICE GASTON, City Comptroller

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

2/22/24

PCRRB INTEREST LIST

Composition: 7 Member Board – all vacant for the purpose of appointment or re-appointment

- 4 Ward Members 1 Member from each Ward
 appointed by Council Member elected from each Ward
- 3 At-Large Members appointed by Council
 Council designates 1 as Chair

Applicants: Alexander Bolorin (Ward 3)
 Michael Carter (Ward 1)
 Cinthia Gilkeson (Ward 2)
 Nahshon Jackson (Ward 2)
 Carla Johnson (Ward 1)
 Maria Ramirez (Ward 4)
 Sergio Valentin (Ward 3)

Holdovers: Cinthia Gilkeson (Ward 2)
 Carla Johnson (Ward 1)
 Ali T. Muhammad (Ward 2)
 Maria Ramirez (At-Large)