



City of Newburgh Council Work Session  
*Sesion de trabajo del Concejal de la  
Ciudad de Newburgh*  
February 21, 2019  
6:00 PM

Council Meeting Presentations

1. Executive Session

Proposed, pending or current litigation

*Litigación propuesta, pendiente o actual*

2. Public Hearing - proposed local law adding Chapter 276, Article II "Smoking, Outdoor"

A public hearing will be held on Monday, February 25, 2019 to hear public comment on the proposed local law amending Chapter 276 "Tobacco" to add Article II "Smoking, Outdoor"

*Se llevara a cabo una audiencia pública el Lunes, 25 de febrero de 2019 para escuchar comentarios públicos sobre la Ley Local propuesta enmendando Capítulo 276 "Tabaco" para agregar Artículo II "Fumando, al aire libre"*

Work Session Presentations

3. A Presentation from Central Hudson regarding the Gas Main Replacement Project from Central Hudson

Thomas Palmer, Superintendent Gas T & D from Central Hudson Gas & Electric.

*Thomas Palmer, Superintendente de Gas T y D de Central Hudson Gas y Electricidad.*

4. A Presentation by Victor Cornelius regarding Municipal Grant/Loan Financing

*Una presentación por Victor Cornelius con respecto a Subvenciones Municipales/financiamiento de prestamos*

Engineering/Ingeniería

5. Washington Lake Dam Spillway Reconstruction SEQRA Determination

Resolution of the City Council of the City of Newburgh assuming lead agency status under the State Environmental Quality Review Act for the Washington Lake Dam Spillway Improvements Project, declaring the Project to be a Type II action, finding no significant adverse impact on the environment and

authorizing the Interim City Manager to execute all SEQRA documents.  
(Jason Morris)

#### Finance/Finanza

6. Proposal For Services - O'Connor Davies

Resolution authorizing the Interim City Manager to execute a letter agreement between the City of Newburgh and PKF O'Connor Davies, LLP for additional auditing services for fiscal years ending December 31, 2017 and December 31, 2018 at a cost of \$6,000.00. (Todd Venning)

#### Water Department/ Departamento de Aqueductos

7. Proposal for Engineering Services

A Resolution accepting a proposal and authorizing the Interim City Manager to execute an addendum to the contract with Arcadis of New York, Inc. for Professional Engineering Services to Perform a Desktop Corrosion Control Study for the Water Plant SCADA Improvements Project in an amount not to exceed \$25,000.00. (Wayne Vradenburgh)

#### Planning and Economic Development/Planificación y Desarrollo Económico

8. Update on Code Enforcement/ Distressed Property Ongoing Grants  
(Ali Church)

9. Purchase of 144 Johnston Street

Resolution to authorize the conveyance of real property known as 144 Johnston Street (Section 18, Block 3, Lot 41) at private sale to Lawrence D. Smith for the amount of \$7,200.00. (Ali Church)

10. 104-106 William Street -- Satisfactions of Mortgage

Resolution authorizing the Interim City Manager to execute satisfactions in connection with two mortgages issued to Christopher Gershel for the premises located at 104-106 William Street (Section 44, Block 2, Lot 13) (Michelle Kelson)

11. Release of Covenants - 15 Liberty Street

Resolution authorizing the execution of a Release of Restrictive Covenants and Right of Re-Entry from a deed issued to John Bonhomme, Jr. and John Bonhomme, Sr., to the premises known as 15 Liberty Street (Section 45, Block 5, Lot 15) (Michelle Kelson)

12. Release of Covenants - 35 Concord Street

Resolution authorizing the execution of a Release of Restrictive Covenants and Right of Re-Entry from a deed issued to Lawrence D. Smith to the premises known as 35 Concord Street (Section 29, Block 1, Lot 16) (Michelle Kelson)

#### Grants/Contracts/Agreements / Becas /Contratos/Convenios

13. STOP DWI Program March 2019 - Jan 2020

Resolution authorizing the Interim City Manager or the Police Chief as

Manager's designee to execute an inter-municipal agreement with the County of Orange confirming City of Newburgh participation in the Stop-DWI Program for the enforcement period of March 15, 2019 to January 1, 2020 and to accept an award not to exceed \$3,735.00 covering 70 person-hours for the first enforcement period of 2019 (March 15, 2019 – May 29, 2019) (Chief Solomon)

14. New York Industries for the Disabled - Custodial Services

Resolution authorizing the Interim City Manager to execute a contract with the New York State Industries for the Disabled, Inc. to provide custodial services for City owned buildings located at 55 Broadway and 123 Grand Street for the period of September 1, 2018 through August 31, 2019 at a total cost of \$113,392.08. (George Garrison)

15. Apply for and Accept if Awarded Zombies 2.0 Grant from LISC

Resolution authorizing the Interim City Manager to apply for and accept if awarded a grant from the Office of the New York State Attorney General through Local Initiatives Support Corporation Zombie and Vacant Properties Remediation and Prevention Initiative Round 2 in an amount not to exceed \$200,000.00 to retain the Neighborhood Stabilization Coordinator position and to train the Code Enforcement staff. (Ali Church)

16. Agreement with BOCES for Archival Storage

Resolution authorizing the Interim City Manager to enter into an agreement with Orange-Ulster BOCES for the storage of archived municipal records. (Ali Church)

17. License Agreement - Mountain Valley Guides

Resolution authorizing the Interim City Manager to execute a license agreement with Mountain Valley Guides LLC for access to an use of the Washington Street Boat Launch and Unico Park to provide kayak rentals and tours. (Ali Church)

Resolutions of Support/ Resoluciones de Apoyo

18. Appointing 2 members to the Human Rights Commission

A Resolution Appointing Members to the City of Newburgh Human Rights Commission.

Old Business Discussion/ Discusion de Negocios Viejos

19. Danskammer Fracked Gas Plant Expansion

Resolution of the City Council of the City of Newburgh to oppose the proposed Danskammer Fracked Gas Plant Expansion .

RESOLUTION NO.: 32 - 2019

OF

FEBRUARY 11, 2019

RESOLUTION SCHEDULING A PUBLIC HEARING FOR FEBRUARY 25, 2019  
TO HEAR PUBLIC COMMENT CONCERNING AMENDING CHAPTER 276  
ENTITLED "TOBACCO" OF THE CODE OF ORDINANCES  
OF THE CITY OF NEWBURGH  
TO ADD ARTICLE II ENTITLED "SMOKING, OUTDOOR"

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that there is hereby scheduled a public hearing to receive comments concerning "A Local Law Amending Chapter 276 entitled 'Tobacco' and to add Article II entitled 'Smoking, Outdoor' to the Code of Ordinances of the City of Newburgh"; and that such public hearing be and hereby is duly set for the next regular meeting of the Council to be held at 7:00 p.m. on the 25<sup>th</sup> day of February, 2019, in the 3<sup>rd</sup> Floor Council Chambers, 83 Broadway, City Hall, Newburgh, New York.

I, Lorene Vitak, 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 February 11, 2019  
and that it is a true and correct copy of such original.

Witness my hand and seal of the City of  
Newburgh this 12 day of Feb 2019

Lorene Vitak  
City Clerk

LOCAL LAW NO.: \_\_\_\_\_ - 2019

OF

\_\_\_\_\_, 2019

**A LOCAL LAW AMENDING CHAPTER 276 ENTITLED "TOBACCO"  
OF THE CODE OF ORDINANCES OF THE CITY OF NEWBURGH  
TO ADD ARTICLE II ENTITLED "SMOKING, OUTDOOR"**

BE IT ENACTED, by the Council of the City of Newburgh, New York that Chapter 276 "Tobacco" be and is hereby amended to add Article II, "Smoking, Outdoor" as follows:

**SECTION 1 - TITLE**

This Local Law shall be referred to as "A Local Law Amending Chapter 276 entitled 'Tobacco' and to add Article II entitled 'Smoking, Outdoor' to the Code of Ordinances of the City of Newburgh".

**SECTION 2 - PURPOSE AND INTENT**

The primary purpose of this Article is to reduce the proximate exposure of the public, especially children, to the hazards and annoyance of secondhand tobacco smoke and e-cigarettes. This legislation is intended to reduce litter and possible contamination from discarded cigarette butts in public places and to reduce the likelihood that young persons will initiate tobacco use and vaping by reducing the incidence of public smoking in places where young persons are likely to be present.

**SECTION 3 - AMENDMENT**

The Code of Ordinances of the City of Newburgh is hereby amended to add new Article II entitled "Smoking, Outdoor" to Chapter 276 entitled "Tobacco" to read as follows:

**ARTICLE II. SMOKING, OUTDOOR**

**§ 280-1. Legislative authority.**

- A. Pursuant to the New York State Constitution, the City Council of the City of Newburgh may adopt and amend laws pertaining to the protection, conduct, safety, health and well-being of the persons and property in the City.
- B. The Clean Indoor Air Act, adopted by the New York State Legislature as Public Health Law, Article 13-E, §1399-n et seq., addresses indoor smoking only and specifically provides that "nothing herein shall be construed to restrict the right of any county, city, town, or village

to adopt and enforce additional local law, ordinances or regulations which comply with at least the minimum applicable standards set forth in this article.”

**§ 280-2. Definitions.**

As used in this Chapter, the following terms shall have the meanings indicated:

CHILDREN means persons under the age of 18 years.

CITY-OWNED BUILDING means any structure owned by the City of Newburgh, except for any vacant structure not used for municipal purposes and any such structure that is subject to a written lease to another party, provided such lease was entered into prior to the effective date of this chapter and provided such lease does not give the City the authority to regulate outdoor smoking on the leased premises.

E-CIGARETTE means any electronic device composed of a mouthpiece, heating element, battery and electronic circuits that provides a vapor of liquid nicotine, and/or other substances mixed with propylene glycol to the user as he or she simulates smoking. This term shall include such devices whether they are manufactured as e-cigarettes, e-cigars, e-pipes or under any other product name.

ENTRANCE means the location by which persons may enter a building, typically consisting of a door or doorway, which may be associated with a stoop or steps and/or a ramp and for the purposes of this chapter, "entrance" includes the stoop, steps or ramp leading from the sidewalk or pavement to such a door or doorway.

EXIT means the location by which persons may leave a building, typically consisting of a door or doorway, which may be associated with a stoop or steps and/or a ramp and for the purposes of this chapter, "exit" includes the stoop, steps or ramp leading from the sidewalk or pavement to such a door or doorway.

FACILITY means the structures and activity areas, which may be partially enclosed or unenclosed, associated with an operation (which operation may be governmental, recreational, educational, commercial or of another type).

MASS TRANSIT SHELTER means a structure that has a roof and intended for use by persons waiting for a bus or other mass transit vehicle.

MOBILE VENDING means an activity consisting of the offering of goods and/or services for sale from a nonpermanent base of operations, including but not necessarily limited to a cart, kiosk, table or vehicle.

OUTDOOR DINING means an activity consisting of the provision of facilities that are available to members of the public (with or without payment) for eating and/or drinking in an area that is not fully enclosed by a permanent structure (walls, roof, etc.).

OUTDOOR RECREATION AREA means an area that is not fully enclosed and that is designated for recreational purposes or activities.

PAVILION means a structure that is at least partially unenclosed (for example, with open sides) and that is intended for public use.

PERMIT means written permission for an activity proposed to be conducted on property of the City of Newburgh, including any conditions placed upon such permission, issued and signed by the appropriate regulatory authority of the City.

PLAYGROUND means an outdoor recreation area that is designed and intended for use by children and for the purposes of this chapter, a playground that is fenced or otherwise physically demarcated shall be deemed to include all of the area inside such fence or demarcation; a playground that is not fenced or otherwise demarcated shall be deemed to include all open space that is associated with or adjacent to it.

PLAYING FIELD means that portion of an outdoor recreation area that is set up and marked in some way for the playing of one or more specific games (such as baseball, football or soccer) and for the purposes of this chapter, a playing field that is fenced or the outside perimeter of which is otherwise physically demarcated shall be deemed to include all of the area inside such fence or demarcation, together with any bleachers or other, designated viewing area; a playing field that is not fenced or otherwise demarcated (as to its outside perimeter) shall be deemed to include all of the area customarily required for playing the game for which it is being used, together with any bleachers or other designated viewing area.

SMOKE means the emission produced by the burning of a tobacco product or tobacco-related product or the heating of an e-cigarette which creates a vapor.

SMOKING means the burning of a tobacco product or tobacco-related product or the heating or ignition of an e-cigarette which creates a vapor.

TOBACCO PRODUCT or TOBACCO-RELATED PRODUCT means any manufactured product containing tobacco or nicotine, including but not limited to cigarettes, cigars, pipe tobacco, snuff, chewing tobacco, dipping tobacco, bidis, snus, shisha, powdered and/or dissolvable tobacco products, liquid nicotine and electronic cigarette cartridges, whether packaged or not; any packaging that indicates it might contain any substance containing tobacco or nicotine; or any object utilized for the purpose of smoking or inhaling tobacco or nicotine products. However, "Tobacco Product" or "Tobacco-Related Product" does not include any product that has been approved by the U.S. Food and Drug Administration, pursuant to its authority over drugs and devices, for sale as a tobacco use cessation product or for other medical purposes and is being marketed and sold solely for that approved purpose.

**§ 280-3. Outdoor smoking prohibited in certain public places.**

Smoking shall not be permitted and no person shall smoke in the following outdoor areas:

A. Smoking shall be prohibited in the following City parks:

Downing Park (the area between and bounded on the north by South Street; on the east by Dubois Street; on the south by Third Street and on the west by Robinson Avenue; as shown on the Tax Map of the City of Newburgh as Section 17, Block 9, Lot 1 and Section 17, Block 10, Lot 1)

Delano-Hitch Recreation Park, including the Activity Center, Stadium, Skateboard Park, Aquatic Center and Athletic Fields, (the area between and bounded on the north by Washington Street; on the east by Robinson Avenue; on the south by South William Street and on the west by Lake Street; as shown on the Tax Map of the City of Newburgh as Section 34, Block 4, Lot 1.22)

Newburgh Landing Park (the area between and bounded on the north by Fourth Street, on the west by Front Street, on the east by the Hudson River and on the south by Third Street)

Clinton Square Park (the area between and bounded on the south by Third Street, on the east by Bush Avenue, on the north by Bush Avenue and on the west by Fullerton Avenue)

Ward Brothers Memorial Rowing Park (the area beginning at the intersection of Renwick Street and River Street, along the former line of the Newburgh-New Windsor Turnpike, along the westerly boundary of the Wastewater Treatment Plant property, as shown on the Tax Map of the City of Newburgh as Section 49, Block 1, Lot 5.1)

Hasbrouck Street Park (10-14 Hasbrouck Street, as shown on the Tax Map of the City of Newburgh as Section 38, Block 3, Lot 35.1)

Tyrone H. Crabb Memorial Park (Grand Street and South Street, as shown on the Tax Map of the City of Newburgh as Section 12, Block 2, Lot 6)

Audrey L. Carey Family Park (Liberty Street, as shown on the Tax Map of the City of Newburgh as Section 18, Block 8, Lot 1.2)

B. Smoking shall be prohibited in the following outdoor recreation areas:

Lily Street Tennis Courts (Lily Street, as shown on the Tax Map of the City of Newburgh as Section 16, Block 2, Lot 1)

Gidney Avenue Basketball Court (Gidney Avenue, as shown on the Tax Map of the City of Newburgh as Section 11, Block 4, Lot 34.1)



Washington Street Boat Launching Ramp (foot of Washington Street)

Frank Masterson Recreation Area

- C. Smoking shall be prohibited in other areas or at events where persons cannot readily escape nearby second-hand smoke, as follows:
1. Within any outdoor dining area, whether covered or not, located on City-owned property as follows:
    - a. Within any seating area for outdoor dining and/or drinking associated with a bar or restaurant that is on City property and subject to a City license and that is in use for that purpose; and
    - b. Within any seating area for outdoor dining and/or drinking, established or maintained by the City or its agent, that is in use for that purpose.
  2. On any public property that is within 25 feet of the area occupied by a mobile vending cart or other mobile vendor operating on City-owned or City-leased property.
  3. At outdoor events on City-owned property, as follows:
    - a. Within the outdoor seating and viewing areas for open-air concerts, dances, parades, other performances, lectures, motion-picture or video presentations or similar open-air presentations for which a permit from the City is required and when in use for that purpose.
    - b. Within the outdoor seating and viewing areas associated with unenclosed or partially enclosed sports areas or similar open-air recreational facilities.
    - c. During outdoor festivals, block parties and similar events on public property, for which a permit from the City is required, that will involve the concentration of persons in small or constrained spaces. For such an event, smoking is prohibited within the area covered by the City permit, except within a designated smoking area as described in subsection C(3)(d), below.
    - d. If the sponsor of an outdoor event (per subsection C(3)(a), (b) or (c) above) wishes to allow smoking at the event, the sponsor must propose and request from the City a designated smoking area associated with the event, which must be so marked, may not be in a permanently smoke-free area and would result in little or no direct exposure of nonsmokers to second-hand smoke; if no such exception is requested and granted, the event must be entirely smoke free.
  4. Any licensee or permit holder for an outdoor dining area, vending or outdoor event on City-owned property shall be required to inform members of the public of applicable restrictions on outdoor smoking (for example, through signs posted on a mobile vending cart, at the perimeter of an outdoor dining area or outdoor event and/or in the publicity for an event).

D. Smoking shall be prohibited in certain other areas, as follows:

1. Outside City-owned buildings, as follows: at all times, on any public property within 25 feet of any entrance or exit or window or ventilation intake for any building owned by the City of Newburgh.
2. Inside, or on any public property within 25 feet of, any mass transit shelter.
3. At facilities leased or licensed to others, as follows:
  - a. Whenever the City is negotiating a new or renewed lease or license for use of City land or buildings, the City shall include in such lease or license a provision that will apply outdoor smoking rules comparable to those for other, comparable City property (as set forth herein)
  - b. As for existing leases, where this chapter would not apply automatically, the City shall ask such lessees to agree (voluntarily) to operate the outdoor areas of the leased premises in a manner that is consistent with City regulation of smoking in comparable outdoor areas.

#### **§ 280-4. Penalties for offenses.**

Any person found to be in violation of any provision of this Article by smoking in an area where outdoor smoking is hereby prohibited shall be guilty, upon conviction, of an offense punishable by a fine of not less than \$50.00 for the first violation; not more than \$100.00 for a second violation; and not more than \$250.00 for the third and each subsequent violation. Each day on which a violation occurs shall be considered a separate and distinct violation.

#### **§ 280-5. Severability**

The provisions of this Local Law are declared to be severable, and if any section or subsection of this Article is held to be invalid, such invalidity shall not affect the other provisions of this Article that can be given effect without the invalidated provision.

#### **SECTION 4 - VALIDITY**

The invalidity of any provision of this Local Law shall not affect the validity of any other provision of this Local Law that can be given effect without such invalid provision.

#### **SECTION 5 - EFFECTIVE DATE**

This Local Law shall be effective on \_\_\_\_\_, 2019 and upon the filing in the Office of the New York State Secretary of State in accordance with the provisions of New York State Municipal Home Rule Law.

RESOLUTION NO.: \_\_\_\_\_ - 2019

OF

FEBRUARY 25, 2019

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEWBURGH ASSUMING  
LEAD AGENCY STATUS UNDER STATE ENVIRONMENTAL QUALITY REVIEW ACT  
FOR THE WASHINGTON LAKE DAM SPILLWAY IMPROVEMENTS PROJECT,  
DECLARING THE PROJECT TO BE A TYPE II ACTION,  
FINDING NO SIGNIFICANT ADVERSE IMPACT ON THE ENVIRONMENT AND  
AUTHORIZING THE INTERIM CITY MANAGER  
TO EXECUTE ALL SEQRA DOCUMENTS**

**WHEREAS**, by Resolution No. 57-2018 of March 12, 2018, the City Council of the City of Newburgh authorized the City Manager to enter into an agreement with C.T. Male Associates, D.P.C. for professional engineering design services for the preparation of a rehabilitation plan and related services for the Washington Lake Dam; and

**WHEREAS**, the City of Newburgh proposes to undertake the Washington Lake Dam Spillway Improvements Project (the "Project") which will include the demolition and replacement of the Washington Lake spillway channel with a new concrete spillway section and shallow concrete repairs to the existing spillway apron, along with drainage improvements adjacent to the toe of the Washington Lake earthen embankment; and

**WHEREAS**, the City desires to comply with the New York State Environmental Quality Review Act ("SEQRA") and the regulations contained within 6 NYCRR Part 617 (the "Regulations") with respect to the Project; and

**WHEREAS**, under Section 617.5(c)(1), maintenance or repair involving no substantial changes in an existing facility and under Section 617.5(c)(2), the replacement, rehabilitation or reconstruction of a structure or facility, in kind, on the same site, including the proposed repair, replacement and improvements to the Washington Lake Dam spillway and drainage discharge channel is considered within the type of activities defined as a Type II Action, and therefore, the Project is classified as a categorical exclusion to SEQRA;

**NOW, THEREFORE, BE IT RESOLVED**, by the Council of the City of Newburgh, New York the Project constitutes a "Type II", as the quoted term is defined in the SEQRA Regulations and that no further review for SEQRA purposes is required; and

**BE IT FURTHER RESOLVED**, by the Council of the City of Newburgh, New York that the Interim City Manager be and hereby is authorized to sign and file any/and all other documents that may be necessary in connection with this SEQRA classification for the Project.

# *Short Environmental Assessment Form*

## *Part 1 - Project Information*

### Instructions for Completing

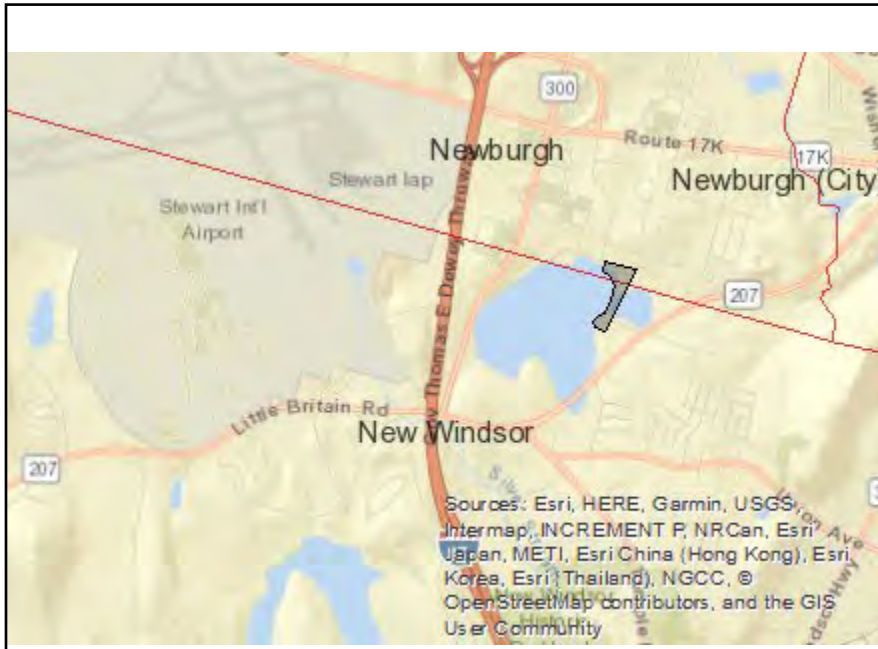
**Part 1 – Project Information.** The applicant or project sponsor is responsible for the completion of Part 1. Responses become part of the application for approval or funding, are subject to public review, and may be subject to further verification. Complete Part 1 based on information currently available. If additional research or investigation would be needed to fully respond to any item, please answer as thoroughly as possible based on current information.

Complete all items in Part 1. You may also provide any additional information which you believe will be needed by or useful to the lead agency; attach additional pages as necessary to supplement any item.

<b>Part 1 – Project and Sponsor Information</b>				
Name of Action or Project:				
Project Location (describe, and attach a location map):				
Brief Description of Proposed Action:				
Name of Applicant or Sponsor:			Telephone:	
			E-Mail:	
Address:				
City/PO:			State:	
			Zip Code:	
1. Does the proposed action only involve the legislative adoption of a plan, local law, ordinance, administrative rule, or regulation?			NO	YES
If Yes, attach a narrative description of the intent of the proposed action and the environmental resources that may be affected in the municipality and proceed to Part 2. If no, continue to question 2.			<input type="checkbox"/>	<input type="checkbox"/>
2. Does the proposed action require a permit, approval or funding from any other government Agency?			NO	YES
If Yes, list agency(s) name and permit or approval:			<input type="checkbox"/>	<input type="checkbox"/>
3. a. Total acreage of the site of the proposed action? _____ acres				
b. Total acreage to be physically disturbed? _____ acres				
c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor? _____ acres				
4. Check all land uses that occur on, are adjoining or near the proposed action:				
5.      Urban      Rural (non-agriculture)      Industrial      Commercial      Residential (suburban)				
<input type="checkbox"/> Forest      Agriculture      Aquatic      Other(Specify):				
<input type="checkbox"/> Parkland				

5. Is the proposed action,	NO	YES	N/A
a. A permitted use under the zoning regulations?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b. Consistent with the adopted comprehensive plan?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6. Is the proposed action consistent with the predominant character of the existing built or natural landscape?	NO	YES	
	<input type="checkbox"/>	<input type="checkbox"/>	
7. Is the site of the proposed action located in, or does it adjoin, a state listed Critical Environmental Area?	NO	YES	
If Yes, identify: _____	<input type="checkbox"/>	<input type="checkbox"/>	
8. a. Will the proposed action result in a substantial increase in traffic above present levels?	NO	YES	
	<input type="checkbox"/>	<input type="checkbox"/>	
b. Are public transportation services available at or near the site of the proposed action?	<input type="checkbox"/>	<input type="checkbox"/>	
c. Are any pedestrian accommodations or bicycle routes available on or near the site of the proposed action?	<input type="checkbox"/>	<input type="checkbox"/>	
9. Does the proposed action meet or exceed the state energy code requirements?	NO	YES	
If the proposed action will exceed requirements, describe design features and technologies: _____ _____	<input type="checkbox"/>	<input type="checkbox"/>	
10. Will the proposed action connect to an existing public/private water supply?	NO	YES	
If No, describe method for providing potable water: _____ _____	<input type="checkbox"/>	<input type="checkbox"/>	
11. Will the proposed action connect to existing wastewater utilities?	NO	YES	
If No, describe method for providing wastewater treatment: _____ _____	<input type="checkbox"/>	<input type="checkbox"/>	
12. a. Does the project site contain, or is it substantially contiguous to, a building, archaeological site, or district which is listed on the National or State Register of Historic Places, or that has been determined by the Commissioner of the NYS Office of Parks, Recreation and Historic Preservation to be eligible for listing on the State Register of Historic Places?	NO	YES	
	<input type="checkbox"/>	<input type="checkbox"/>	
b. Is the project site, or any portion of it, located in or adjacent to an area designated as sensitive for archaeological sites on the NY State Historic Preservation Office (SHPO) archaeological site inventory?	<input type="checkbox"/>	<input type="checkbox"/>	
13. a. Does any portion of the site of the proposed action, or lands adjoining the proposed action, contain wetlands or other waterbodies regulated by a federal, state or local agency?	NO	YES	
	<input type="checkbox"/>	<input type="checkbox"/>	
b. Would the proposed action physically alter, or encroach into, any existing wetland or waterbody?	<input type="checkbox"/>	<input type="checkbox"/>	
If Yes, identify the wetland or waterbody and extent of alterations in square feet or acres: _____ _____ _____			

14. Identify the typical habitat types that occur on, or are likely to be found on the project site. Check all that apply: <input type="checkbox"/> Shoreline <input type="checkbox"/> Forest    Agricultural/grasslands    Early mid-successional Wetland <input type="checkbox"/> Urban    Suburban		
15. Does the site of the proposed action contain any species of animal, or associated habitats, listed by the State or Federal government as threatened or endangered?	NO <input type="checkbox"/>	YES <input type="checkbox"/>
16. Is the project site located in the 100-year flood plan?	NO <input type="checkbox"/>	YES <input type="checkbox"/>
17. Will the proposed action create storm water discharge, either from point or non-point sources? If Yes, a. Will storm water discharges flow to adjacent properties? b. Will storm water discharges be directed to established conveyance systems (runoff and storm drains)? If Yes, briefly describe: _____	NO <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	YES <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
18. Does the proposed action include construction or other activities that would result in the impoundment of water or other liquids (e.g., retention pond, waste lagoon, dam)? If Yes, explain the purpose and size of the impoundment: _____	NO <input type="checkbox"/>	YES <input type="checkbox"/>
19. Has the site of the proposed action or an adjoining property been the location of an active or closed solid waste management facility? If Yes, describe: _____	NO <input type="checkbox"/>	YES <input type="checkbox"/>
20. Has the site of the proposed action or an adjoining property been the subject of remediation (ongoing or completed) for hazardous waste? If Yes, describe: _____	NO <input type="checkbox"/>	YES <input type="checkbox"/>
<b>I CERTIFY THAT THE INFORMATION PROVIDED ABOVE IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE</b>  Applicant/sponsor/name: _____ Date: _____  Signature: _____ Title: _____		



**Disclaimer:** The EAF Mapper is a screening tool intended to assist project sponsors and reviewing agencies in preparing an environmental assessment form (EAF). Not all questions asked in the EAF are answered by the EAF Mapper. Additional information on any EAF question can be obtained by consulting the EAF Workbooks. Although the EAF Mapper provides the most up-to-date digital data available to DEC, you may also need to contact local or other data sources in order to obtain data not provided by the Mapper. Digital data is not a substitute for agency determinations.



Part 1 / Question 7 [Critical Environmental Area]	No
Part 1 / Question 12a [National Register of Historic Places]	No
Part 1 / Question 12b [Archeological Sites]	No
Part 1 / Question 13a [Wetlands or Other Regulated Waterbodies]	Yes - Digital mapping information on local and federal wetlands and waterbodies is known to be incomplete. Refer to EAF Workbook.
Part 1 / Question 15 [Threatened or Endangered Animal]	Yes
Part 1 / Question 15 [Threatened or Endangered Animal - Name]	Indiana Bat
Part 1 / Question 16 [100 Year Flood Plain]	No
Part 1 / Question 20 [Remediation Site]	Yes

## **SEQRA Classification**

Under the State Environmental Quality Review Act (SEQRA), certain activities involving property acquisition, construction, and rehabilitation are categorized into various levels of review depending on the type of actions proposed. According to 6 NYCRR Part 617.5(a), Type II actions have been determined not to have a significant impact on the environment and are otherwise precluded from environmental review under Environmental Conservation Law, Article 8. These Type II actions are detailed in 6 NYCRR Part 617.5, but in general they include the following representative activities:

- 617.5(c)(1): “Maintenance or repair involving no substantial changes in an existing structure or facility;”
- 617.5(c)(2): “Replacement, rehabilitation or reconstruction of a structure or facility, in kind, on the same site, including upgrading buildings to meet building, energy, or fire codes unless such action meets or exceeds any of the thresholds in section 617.4 of this Part;”

The Washington Lake Dam Rehabilitation Project involves the repair of the 15.5-foot wide concrete spillway and replacement of the 16-foot wide, 285-foot long concrete spillway discharge channel. The project also includes drainage improvements at the embankment toe in the vicinity of Old Little Britain Road. The project will require limited tree, stump, and brush removal to improve the site conditions. The project is located along the North-East side of Washington Lake, just off of Little Britain Road and Old Little Brittan Road.

The City of Newburgh has determined that the Project will not exceed any of the Type I thresholds in 6 NYCRR Part 617.4, and that project activities will not have significant adverse impacts on the environment. The Project activities generally fall within the types of activities considered Type II actions, as summarized above. Therefore, the Washington Lake Dam Rehabilitation Project will not require further environmental review under SEQRA.



RESOLUTION NO.: \_\_\_\_\_ - 2019

OF

FEBRUARY 25, 2019

**A RESOLUTION AUTHORIZING THE INTERIM CITY MANAGER  
TO EXECUTE A LETTER AGREEMENT BETWEEN THE CITY OF NEWBURGH  
AND PKF O'CONNOR DAVIES, LLP FOR ADDITIONAL AUDITING SERVICES FOR  
FISCAL YEARS ENDING DECEMBER 31, 2017 AND DECEMBER 31, 2018  
AT A COST OF \$6,000.00**

**WHEREAS**, by Resolution No. 18-2018 and Resolution No. 296-2018, the City Council authorized the City Manager to enter into letter agreements with the firm of PKF O'Connor Davies, LLP for auditing services for the fiscal years ending December 31, 2017 and December 31, 2018 at an annual cost of \$79,400.00; and

**WHEREAS**, the City is required to complete an Annual Audit Document for the fiscal years ending December 31, 2017 and December 31, 2018 and based on experience and work history the City staff is recommending that the firm of PKF O'Connor Davies, LLP be retained for to assist the City in the preparation of said Annual Audit Documents; and

**WHEREAS**, the cost for the additional auditing services is \$6,000.00 and funding shall be derived from A.1315.0448; and

**WHEREAS**, this Council has reviewed the letter agreement attached hereto and has determined it to be in the best interests of the City to enter into the same;

**NOW, THEREFORE, BE IT RESOLVED**, by the Council of the City of Newburgh, New York that the Interim City Manager be and he is hereby authorized to enter into a letter agreement with the firm of PKF O'Connor Davies, LLP for auditing services for the preparation of the City's Annual Audit Document for the fiscal years ending December 31, 2017 and December 31, 2018 at a cost of \$6,000.00.



February 13, 2019

Members of the City Council  
City of Newburgh  
City Hall  
83 Broadway  
Newburgh, NY 12550

Dear Members of the City Council:

We have been requested to provide a fee proposal to assist in preparation of the City's Annual Update Document ("AUD") for the years ending December 31, 2017 and 2018. These services are not included within our previously approved engagement letter for the annual audit. Our engagement letter details the hourly rates for such additional accounting services. Based on these rates, we anticipate that the services requested would approximate \$4,000 for each year.

However, due to our long standing relationship with the City, we propose to limit our fees to \$3,000 for each year, or a total of \$6,000.

We welcome this opportunity to continue to be of assistance to the City of Newburgh.

Very truly yours,

*PKF O'Connor Davies, LLP*  
PKF O'Connor Davies, LLP

The services and terms described in the foregoing letter are in accordance with our requirements and are acceptable to us, by City of Newburgh:

---

City Manager

#### Scope of services

We will assist the City in preparation of the AUD for the fiscal years ending December 31, 2017 and 2018. We will prepare the document based on the City's records. In performing our services, we will be relying on the sufficiency, accuracy and reliability of the City's records. Upon completion of the documents, they will be submitted in draft form to the City Comptroller for review and approval prior to the submission to New York State Office of the State Comptroller.

PKF O'CONNOR DAVIES, LLP  
500 Mamaroneck Avenue, Harrison, NY 10528 | Tel: 914.381.8900 | Fax: 914.381.8910 | [www.pkfod.com](http://www.pkfod.com)

PKF O'Connor Davies, LLP is a member firm of the PKF International Limited network of legally independent firms and does not accept any responsibility or liability for the actions or inactions on the part of any other individual member firm or firms.

RESOLUTION NO.: 18 - 2018

OF

JANUARY 22, 2018

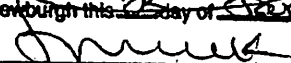
A RESOLUTION AUTHORIZING THE CITY MANAGER  
TO EXECUTE A LETTER AGREEMENT BETWEEN THE CITY OF NEWBURGH  
AND THE FIRM OF PKF O'CONNOR, DAVIES, LLP FOR AUDITING SERVICES FOR  
FISCAL YEAR ENDING DECEMBER 31, 2017 FOR THE PRICE OF \$79,400.00

WHEREAS, the firm of O'Connor, Davies, LLP has worked diligently in connection with the preparation of the City of Newburgh auditing for fiscal years ending December 31, 2011, 2012, 2013, 2014, 2015 and 2016; and

WHEREAS, based on experience and work history the City Comptroller has recommended that the firm of PKF O'Connor, Davies, LLP be retained for fiscal year ending December 31, 2017; and

WHEREAS, this Council has reviewed the letter agreement attached hereto and has determined it to be in the best interests of the City to enter into the same;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to enter into a letter agreement with the firm of PKF O'Connor, Davies, LLP for auditing services for the fiscal year ending December 31, 2017 for the price of \$79,400.00.

I, Lorene Vitak, 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 Jan. 22, 2018  
and that it is a true and correct copy of such original.  
Witness my hand and seal of the City of  
Newburgh this 22 day of Jan, 2018  
  
City Clerk

RESOLUTION NO.: 296 - 2018

OF

OCTOBER 22, 2018

A RESOLUTION AUTHORIZING THE CITY MANAGER  
TO EXECUTE A LETTER AGREEMENT BETWEEN THE CITY OF NEWBURGH  
AND THE FIRM OF PKF O'CONNOR DAVIES, LLP FOR AUDITING SERVICES FOR  
FISCAL YEAR ENDING DECEMBER 31, 2018 FOR THE PRICE OF \$79,400.00

WHEREAS, the firm of O'Connor Davies, LLP has worked diligently in connection with the preparation of the City of Newburgh auditing for fiscal years ending December 31, 2011, 2012, 2013, 2014, 2015, 2016 and 2017; and

WHEREAS, based on experience and work history the City Manager has recommended that the firm of PKF O'Connor Davies, LLP be retained for fiscal year ending December 31, 2018; and

WHEREAS, this Council has reviewed the letter agreement attached hereto and has determined it to be in the best interests of the City to enter into the same;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to enter into a letter agreement with the firm of PKF O'Connor Davies, LLP for auditing services for the fiscal year ending December 31, 2018 for the price of \$79,400.00.

I, Lorene Vittek, 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 Oct. 22 2018  
and that it is a true and correct copy of such original.

Witness my hand and seal of the City of  
Newburgh this 23 day of Oct, 20 18

  
City Clerk

RESOLUTION NO.: \_\_\_\_\_ - 2019

OF

FEBRUARY 25, 2019

**A RESOLUTION ACCEPTING A PROPOSAL AND AUTHORIZING  
THE INTERIM CITY MANAGER TO EXECUTE AN ADDENDUM TO THE CONTRACT  
WITH ARCADIS OF NEW YORK, INC. FOR PROFESSIONAL ENGINEERING SERVICES  
TO PERFORM A DESKTOP CORROSION CONTROL STUDY  
FOR THE WATER PLANT SCADA IMPROVMENTS PROJECT  
IN AN AMOUNT NOT TO EXCEED \$25,000.00**

**WHEREAS**, in connection with the Water Plant SCADA Improvement projects, by Resolution No. 5-2019 of January 14, 2019, the City Council authorized the Interim City Manager to accept a proposal and execute a contract with Arcadis of New York, Inc. for professional engineering services to evaluate the sand filters and backwash disposal systems and provide upgrade options in connection with the Water Plant SCADA Improvements Project at a cost not to exceed \$74,000.00; and

**WHEREAS**, the Water Department has received a proposal from Arcadis of New York, Inc. for the scope of professional engineering services to perform a desktop corrosion control study to review and validate existing treatment and corrosion control practices and recommend potential improvements to the overall corrosion control program; and

**WHEREAS**, the desktop corrosion control study is proposed to be included as an addendum to the scope of services underway to evaluate the sand filters and backwash disposal systems; and

**WHEREAS**, the cost of the desktop corrosion control study will not exceed \$25,000.00 and funding shall be derived from HF1.8340.0400.8301.2011; and

**WHEREAS**, this Council has determined that accepting such proposal and entering into an amendment to the existing contract 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 Interim City Manager be and he hereby is authorized to accept a proposal and execute an addendum to the existing contract with Arcadis of New York, Inc. for professional engineering services to perform a desktop corrosion control study in connection with the Water Plant SCADA Improvements Project at a cost not to exceed \$25,000.00.

Mr. Wayne Vradenburgh  
Superintendent  
City of Newburgh Water Department  
493 Little Britain Road  
Newburgh, New York 12250

Transmitted Via Email: wvradenburgh@cityofnewburgh-ny.gov

Arcadis of New York, Inc.  
855 Route 146  
Suite 210  
Clifton Park  
New York 12065  
Tel 518 250 7300  
Fax 518 371 2757  
[www.arcadis.com](http://www.arcadis.com)

Water

Subject:

**Proposal for Engineering Services  
Desktop Corrosion Control Study**

Date:

February 13, 2019

Dear Mr. Vradenburgh:

Contact:

Rob Ostapczuk

Arcadis of New York, Inc. (Arcadis) appreciates the opportunity to provide the City of Newburgh (City) with this letter proposal for engineering services to perform a desktop corrosion control study for the City. The goal of this effort is to review and validate existing treatment and corrosion control practices and recommend potential improvements to the City's overall corrosion control program. To accomplish this, Arcadis proposes the following task to be included as an addendum to the scope of services already underway evaluating the filters and backwash performance at the City's Water Filtration Plant (Plant).

Phone:

518.250.7300

Email:

robert.ostapczuk  
@arcadis.com

Our ref:

60004881.0000

## **SCOPE OF SERVICES**

### **Task 8 Corrosion Control Study**

Upon notice to proceed, Arcadis will develop a request for information to identify and gather information relevant to the existing corrosion control program, including, but not limited to, historical Lead and Copper Rule (LCR) data, distribution system materials, and raw, finished, and distribution system water quality data. Upon receipt of data from the City, Arcadis will:

- Analyze data and identify trends to assess effectiveness of the existing corrosion control treatment and monitoring program.

- Assess the impact of the current treatment scheme on lead and copper levels.
- Identify possible alternate corrosion control treatment methods and perform a qualitative evaluation to assess relative treatment effectiveness, cost, and potential unintended consequences associated with each alternative.
- Participate in up to two one-hour conference calls to review data and discuss any follow-up questions or concerns.

Due to the time-sensitive nature of the study, Arcadis will summarize the findings from the study in a preliminary engineering letter report once the study is complete. Aspects of the study that have bearing on the filter evaluation will also be included in the project engineering report. We believe that preliminary findings will be presented to the City in April and finalized in May. The preliminary engineering letter report will be submitted to the NYS DOH for review and approval. Arcadis will attend one meeting with the City and NYS DOH at the Plant and incorporate NYS DOH's comments as appropriate in a final preliminary engineering letter report.

## COMPENSATION

Arcadis will complete Task 8 for a total not to exceed fee of \$25,000 to be compensated based on actual direct labor costs with a 3.1 multiplier. Expenses will be compensated based on actual costs incurred with no markup.

Arcadis looks forward to continuing working with the City of Newburgh improve its critical drinking water infrastructure. If you have any questions, please do not hesitate to call me at 518.250.7300 so that I may be of further assistance. We again thank the City of Newburgh for this opportunity.

Sincerely,

Arcadis of New York, Inc.



Robert E. Ostapczuk, P.E.  
Associate Vice President

*This proposal and its contents shall not be duplicated, used or disclosed — in whole or in part — for any purpose other than to evaluate the proposal. This proposal is not intended to be binding or form the terms of a contract. The scope and price of this proposal will be superseded by the contract. If this proposal is accepted and a contract is awarded to Arcadis as a result of — or in connection with — the submission of this proposal, Arcadis and/or the client shall have the right to make appropriate revisions of its terms, including scope and price, for purposes of the contract. Further, client shall have the right to duplicate, use or disclose the data contained in this proposal only to the extent provided in the resulting contract.*

RESOLUTION NO.: \_\_\_\_\_ - 2019

OF

FEBRUARY 25, 2019

**A RESOLUTION TO AUTHORIZE THE CONVEYANCE OF REAL PROPERTY  
KNOWN AS 144 JOHNSTON STREET (SECTION 18, BLOCK 3, LOT 41)  
AT PRIVATE SALE TO LAWRENCE D. SMITH FOR THE AMOUNT OF \$7,200.00**

**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 144 Johnston Street, being more accurately described as Section 18, Block 3, Lot 41 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 purchaser upon receipt of the indicated purchase price in money order, good certified or bank check, made payable to **THE CITY OF NEWBURGH**, such sums are to be paid on or before May 31, 2019, being approximately ninety (90) days from the date of this resolution; and

<u>Property address</u>	<u>Section, Block, Lot</u>	<u>Purchaser</u>	<u>Purchase Price</u>
144 Johnston Street	18 - 3 - 41	Lawrence D. Smith	\$7,200.00

**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

## 144 Johnston Street, City of Newburgh (SBL: 18-3-41)

### STANDARD TERMS:

1. City of Newburgh acquired title to this property in accordance with Article 11 of the Real Property Tax Law of the State of New York, and all known rights of redemption under said provisions of law have been extinguished by the tax sale proceedings and/or as a result of forfeiture.
2. For purposes of these Terms and Conditions, parcel shall be defined as a section, block and lot number.
3. All real property, including any buildings thereon, is sold "AS IS" and without any representation or warranty whatsoever as to the condition or title, and subject to: (a) any state of facts an accurate survey or personal inspection of the premises would disclose; (b) applicable zoning/land use/building regulations; (c) water and sewer assessments are the responsibility of the purchaser, whether they are received or not; (d) easements, covenants, conditions and rights-of-way of record existing at the time of the levy of the tax, the non-payment of which resulted in the tax sale in which City of Newburgh acquired title; and (e) for purposes of taxation, the purchaser shall be deemed to be the owner prior to the next applicable taxable status date after the date of sale.
4. The properties are sold subject to unpaid school taxes for the tax year of **2018-2019**, 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 **2018-2019**, and subsequent levies up to the date of the closing. Upon the closing, the properties shall become subject to taxation. Water and sewer charges and sanitation fees will be paid by the City to the date of closing.
5. **WARNING: FAILURE TO COMPLY WITH THE TERMS OF THIS PARAGRAPH MAY RESULT IN YOUR LOSS OF THE PROPERTY AFTER PURCHASE.** The deed will contain provisions stating that the purchaser is required to rehabilitate any building on the property and bring it into compliance with all State, County and Local standards for occupancy within (18) months of the date of the deed. Within such eighteen (18) month time period the purchaser must either: obtain a Certificate of Occupancy for all buildings on the property; make all buildings granted a Certificate of Occupancy before the date of purchase fit for the use stated in such Certificate of Occupancy; or demolish such buildings. The deed shall require the purchaser to schedule an inspection by City officials at or before the end of the eighteen (18) month period. If the purchaser has not complied with the deed provisions regarding rehabilitation of the property and obtained a Certificate of Occupancy or Certificate of Compliance by that time, then the title to the property shall revert to the City of Newburgh. The deed shall also provide that the property shall not be conveyed to any other person before a Certificate of Occupancy or Certificate of Compliance is issued. A written request made to the City Manager for an extension of the eighteen (18) month rehabilitation period shall be accompanied by a non-refundable fee of \$250.00 per parcel for which a request is submitted. The City Manager may, in his sole discretion and for good cause shown, grant one extension of time to rehabilitate of up to, but not to exceed, three (3) months. Any additional request thereafter shall be made in writing and placed before the City Council for their consideration.
6. The City makes no representation as to whether the property is vacant and/or unoccupied. Evictions, if necessary, are solely the responsibility of the purchaser after closing and recording of the deed. The parcel is being sold subject to the City's Vacant Property Ordinance (Chapter 121) and all provisions of law applicable thereto. Within 30 days of closing, the purchaser must register the property and pay any applicable fees or submit an acceptable rehabilitation plan to the Building Department.
7. All purchasers are advised to personally inspect the premises and to examine title to the premises prior to the date upon which the sale is scheduled to take place. Upon delivery of the quitclaim deed by the City of Newburgh to the successful purchaser, any and all claims with respect to title to the premises are merged in the deed and do not survive.

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

16. The description of the property shall be from the City of Newburgh Tax Map reference or a survey description certified to the City of Newburgh. Any survey description shall be provided to the City Corporation Counsel by the purchaser at least thirty (30) days in advance of closing title and approved by the City's Engineer.
17. By acknowledging and executing these Terms & Conditions, the purchaser certifies that he/she is not representing the former owner(s) of the property against whom City of Newburgh foreclosed and has no intent to defraud City of Newburgh of the unpaid taxes, assessment, penalties and charges which have been levied against the property. The purchaser agrees that neither he/she nor his/her assigns shall convey the property to the former owner(s) against whom City of Newburgh foreclosed within 24 months subsequent to the Closing Deadline date. If such conveyance occurs, purchaser understands that he/she may be found to have committed fraud, and/or intent to defraud, and will be liable for any deficiency between the purchase price at auction and such sums as may be owed to City of Newburgh as related to the foreclosure on the property and consents to immediate judgment by City of Newburgh for said amounts.
18. In the event that Seller engaged the services of a New York State Licensed Real Estate Broker in connection with this sale, Seller shall pay said Broker any commission earned pursuant to a separate agreement between Seller and Broker.
19. 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.

RESOLUTION NO.: \_\_\_\_\_ - 2019

OF

FEBRUARY 25, 2019

**A RESOLUTION AUTHORIZING THE INTERIM CITY MANAGER  
TO EXECUTE SATISFACTIONS IN CONNECTION WITH  
TWO MORTGAGES ISSUED TO CHRISTOPHER GERSHEL  
FOR THE PREMISES LOCATED AT 104-106 WILLIAM STREET  
(SECTION 44, BLOCK 2, LOT 13)**

**WHEREAS**, the City of Newburgh issued a mortgage to Christopher Gershel in the principal sum of \$5,000.00 for premises located at 104-106 William Street (Section 44, Block 2, Lot 13), dated April 7, 1986, and recorded in the Orange County Clerk's Office on June 25, 1986 in Liber 2301 at Page 320; and

**WHEREAS**, the City of Newburgh issued a mortgage to Christopher Gershel in the principal sum of \$1,135.17 for premises located at 104-106 William Street (Section 44, Block 2, Lot 13), dated August 31, 1987, and recorded in the Orange County Clerk's Office on September 29, 1987 in Liber 2836 at Page 337; and

**WHEREAS**, the terms of the mortgage instruments have been satisfied by the mortgagor and the issuance of a Satisfaction of Mortgage for each, a copy of which is annexed hereto, is necessary and appropriate; and

**WHEREAS**, this Council has determined that executing said Satisfactions 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 Interim City Manager be and he is hereby authorized to execute the attached Satisfactions in connection with a mortgages issued to Christopher Gershel for premises located at 104-106 William Street (Section 44, Block 2, Lot 13).

## SATISFACTION OF MORTGAGE

### KNOW ALL MEN BY THESE PRESENTS, THAT

The City of Newburgh, a municipal corporation with a principal place of business at 83 Broadway, Newburgh, New York 12550;

Does hereby certify that the following mortgage is paid, and does hereby consent that the same be discharged of record:

**MORTGAGE** bearing the date of April 7, 1986, made by Christopher Gershel to the City of Newburgh, given to secure payment of the principal sum of \$5,000.00, and duly recorded in the office of the Orange County Clerk's Office on Orange County Clerk's Office on June 25, 1986 in Liber 2301 at Page 320;

which mortgage has not been further assigned of record.

Dated: \_\_\_\_\_, 2019

CITY OF NEWBURGH

\_\_\_\_\_  
By: Joseph P. Donat, Interim City Manager  
Per Resolution No.:

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

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

\_\_\_\_\_  
Notary Public

RECORD & RETURN TO:

## SATISFACTION OF MORTGAGE

### KNOW ALL MEN BY THESE PRESENTS, THAT

The City of Newburgh, a municipal corporation with a principal place of business at 83 Broadway, Newburgh, New York 12550;

Does hereby certify that the following mortgage is paid, and does hereby consent that the same be discharged of record:

**MORTGAGE** bearing the date of August 31, 1987, made by Christopher Gershel to the City of Newburgh, given to secure payment of the principal sum of \$1,135.17, and duly recorded in the office of the Orange County Clerk's Office on Orange County Clerk's Office on September 29, 1987 in Liber 2836 at Page 337;

which mortgage has not been further assigned of record.

Dated: \_\_\_\_\_, 2019

CITY OF NEWBURGH

\_\_\_\_\_  
By: Joseph P. Donat, Interim City Manager  
Per Resolution No.:

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

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

\_\_\_\_\_  
Notary Public

RECORD & RETURN TO:

JULIUS BLUMBERG, INC., LAW BLANK PUBLISHERS

**CONSULT YOUR LAWYER BEFORE SIGNING THIS INSTRUMENT—THIS INSTRUMENT SHOULD BE USED BY LAWYERS ONLY.**

00000000

WITNESSETH, that to secure the payment of an indebtedness in the sum of  
 -----FIVE THOUSAND & 00/100----- (\$5,000.00)----- dollars,  
 lawful money of the United States, to be paid

with interest thereon to be computed from the date hereof with the rate of \_\_\_\_\_ per annum, and to be paid on the \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_\_\_ next ensuing and thereafter \_\_\_\_\_

S 44, B 2, L 13

**ALL** that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the City of Newburgh, County of Orange and State of New York, and bounded and described as follows, viz:

BEGINNING at a point in the west line of William Street 52 feet north of the northwest corner of Benkard Avenue and William Street and running thence westerly and along the north line of lands of one Hubert Ketcham 100 feet; thence northerly and parallel with the west line of William Street 52 feet to lands, now of one Robert Martin; thence easterly and along the south line of said Martin's land 100 feet to the west line of William Street; thence southerly along the said west line of William Street 52 feet to the point or place of beginning. Being a parcel of land 52 feet front and rear by 100 feet in depth be the same more or less.

BEING the same premises described in a certain deed dated January 31, 1977 from Annie Satloff to Anthony Tallarico and Carmela Tallarico and recorded on February 1, 1977 in the Orange County Clerk's Office in Liber 2059 of Deeds at page 72.

BEING the same premises described in a certain deed dated September 28, 1984 from Anthony Tallarico and Carmela Tallarico to Christopher Gershel and recorded in the Orange County Clerk's Office on October 3, 1984 in Liber 2300 of Deeds at Page 435.

**TOGETHER** with all right, title and interest of the mortgagor in and to the land lying in the streets and roads in front of and adjoining said premises;

**TOGETHER** with all fixtures, chattels and articles of personal property now or hereafter attached to or used in connection with said premises, including but not limited to furnaces, boilers, oil burners, radiators and piping, coal stokers, plumbing and bathroom fixtures, refrigeration, air conditioning and sprinkler systems, wash-tubs, sinks, gas and electric fixtures, stoves, ranges, awnings, screens, window shades, elevators, motors, dynamos, refrigerators, kitchen cabinets, incinerators, plants and shrubbery and all other equipment and machinery, appliances, fittings, and fixtures of every kind in or used in the operation of the buildings standing on said premises, together with any and all replacements thereof and additions thereto;

**TOGETHER** with all awards heretofore and hereafter made to the mortgagor for taking by eminent domain the whole or any part of said premises or any easement therein, including any awards for changes of grade of streets, which said awards are hereby assigned to the mortgagee, who is hereby authorized to collect and receive the proceeds of such awards and to give proper receipts and acquittances therefor, and to apply the same toward the payment of the mortgage debt, notwithstanding the fact that the amount owing thereon may not then be due and payable; and the said mortgagor hereby agrees, upon request, to make, execute and deliver any and all assignments and other instruments sufficient for the purpose of assigning said awards to the mortgagee, free, clear and discharged of any encumbrances of any kind or nature whatsoever.

**AND** the mortgagor covenants with the mortgagee as follows:

1. That the mortgagor will pay the indebtedness as hereinbefore provided.
2. That the mortgagor will keep the buildings on the premises insured against loss by fire for the benefit of the mortgagee; that he will assign and deliver the policies to the mortgagee; and that he will reimburse the mortgagee for any premiums paid for insurance made by the mortgagee on the mortgagor's default in so insuring the buildings or in so assigning and delivering the policies.
3. That no building on the premises shall be altered, removed or demolished without the consent of the mortgagee.
4. That the whole of said principal sum and interest shall become due at the option of the mortgagee: after default in the payment of any instalment of principal or of interest for fifteen days; or after default in the payment of any tax, water rate, sewer rent or assessment for thirty days after notice and demand; or after default after notice and demand either in assigning and delivering the policies insuring the buildings against loss by fire or in reimbursing the mortgagee for premiums paid on such insurance, as hereinbefore provided; or after default upon request in furnishing a statement of the amount due on the mortgage and whether any offsets or defenses exist against the mortgage debt, as hereinafter provided. An assessment which has been made payable in instalments at the application of the mortgagor or lessee of the premises shall nevertheless, for the purpose of this paragraph, be deemed due and payable in its entirety on the day the first instalment becomes due or payable or a lien.
5. That the holder of this mortgage, in any action to foreclose it, shall be entitled to the appointment of a receiver.
6. That the mortgagor will pay all taxes, assessments, sewer rents or water rates, and in default thereof, the mortgagee may pay the same.
7. That the mortgagor within five days upon request in person or within ten days upon request by mail will furnish a written statement duly acknowledged of the amount due on this mortgage and whether any offsets or defenses exist against the mortgage debt.
8. That notice and demand or request may be in writing and may be served in person or by mail.
9. That the mortgagor warrants the title to the premises.
10. That the fire insurance policies required by paragraph No. 2 above shall contain the usual extended coverage endorsement; that in addition thereto the mortgagor, within thirty days after notice and demand, will keep the premises insured against war risk and any other hazard that may reasonably be required by the mortgagee. All of the provisions of paragraphs No. 2 and No. 4 above relating to fire insurance and the provisions of Section 254 of the Real Property Law construing the same shall apply to the additional insurance required by this paragraph.
11. That in case of a foreclosure sale, said premises, or so much thereof as may be affected by this mortgage, may be sold in one parcel.
12. That if any action or proceeding be commenced (except an action to foreclose this mortgage or to collect the debt secured thereby), to which action or proceeding the mortgagee is made a party, or in which it becomes necessary to defend or uphold the lien of this mortgage, all sums paid by the mortgagee for the expense of any litigation to prosecute or defend the rights and lien created by this mortgage (including reasonable counsel fees), shall be paid by the mortgagor, together with interest thereon at the rate of six per cent. per annum, and any such sum and the interest thereon shall be a lien on said premises, prior to any right, or title to, interest in or claim upon said premises attaching or accruing subsequent to the lien of this mortgage, and shall be deemed to be secured by this mortgage. In any action or proceeding to foreclose this mortgage, or to recover or collect the debt secured thereby, the provisions of law respecting the recovering of costs, disbursements and allowances shall prevail unaffected by this covenant.



13. That the mortgagor hereby assigns to the mortgagee the rents, issues and profits of the premises as further security for the payment of said indebtedness, and the mortgagor grants to the mortgagee the right to enter upon and to take possession of the premises for the purpose of collecting the same and to let the premises or any part thereof, and to apply the rents, issues and profits, after payment of all necessary charges and expenses, on account of said indebtedness. This assignment and grant shall continue in effect until this mortgage is paid. The mortgagee hereby waives the right to enter upon and to take possession of said premises for the purpose of collecting said rents, issues and profits, and the mortgagor shall be entitled to collect and receive said rents, issues and profits until default under any of the covenants, conditions or agreements contained in this mortgage, and agrees to use such rents, issues and profits in payment of principal and interest becoming due on this mortgage and in payment of taxes, assessments, sewer rents, water rates and carrying charges becoming due against said premises, but such right of the mortgagor may be revoked by the mortgagee upon any default, on five days' written notice. The mortgagor will not, without the written consent of the mortgagee, receive or collect rent from any tenant of said premises or any part thereof for a period of more than one month in advance, and in the event of any default under this mortgage will pay monthly in advance to the mortgagee, or to any receiver appointed to collect said rents, issues and profits, the fair and reasonable rental value for the use and occupation of said premises or of such part thereof as may be in the possession of the mortgagor, and upon default in any such payment will vacate and surrender the possession of said premises to the mortgagee or to such receiver, and in default thereof may be evicted by summary proceedings.

14. That the whole of said principal sum and the interest shall become due at the option of the mortgagee: (a) after failure to exhibit to the mortgagee, within ten days after demand, receipts showing payment of all taxes, water rates, sewer rents and assessments; or (b) after the actual or threatened alteration, demolition or removal of any building on the premises without the written consent of the mortgagee; or (c) after the assignment of the rents of the premises or any part thereof without the written consent of the mortgagee; or (d) if the buildings on said premises are not maintained in reasonably good repair; or (e) after failure to comply with any requirement or order or notice of violation of law or ordinance issued by any governmental department claiming jurisdiction over the premises within three months from the issuance thereof; or (f) if on application of the mortgagee two or more fire insurance companies lawfully doing business in the State of New York refuse to issue policies insuring the buildings on the premises; or (g) in the event of the removal, demolition or destruction in whole or in part of any of the fixtures, chattels or articles of personal property covered hereby, unless the same are promptly replaced by similar fixtures, chattels and articles of personal property at least equal in quality and condition to those replaced, free from chattel mortgages or other encumbrances thereon and free from any reservation of title thereto; or (h) after thirty days' notice to the mortgagor, in the event of the passage of any law deducting from the value of land for the purposes of taxation any lien thereon, or changing in any way the taxation of mortgages or debts secured thereby for state or local purposes; or (i) if the mortgagor fails to keep, observe and perform any of the other covenants, conditions or agreements contained in this mortgage.

15. That the mortgagor will, in compliance with Section 13 of the Lien Law, receive the advances secured hereby and will hold the right to receive such advances as a trust fund to be applied first for the purpose of paying the cost of the improvement and will apply the same first to the payment of the cost of the improvement before using any part of the total of the same for any other purpose.

~~16. That the execution of this mortgage and the note secured hereby is subject to the order of the court.~~

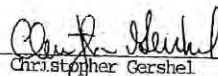
16. The mortgagor shall upon the sale, conveyance or transfer of the described property immediately pay to the mortgagee the full principal amount then due on the note according to the following schedule:

- (a) If within 1 year from the date of this instrument-100% of the amount of this note;
- (b) If within 2 years from the date of this instrument-80% of the amount of this note;
- (c) If within 3 years from the date of this instrument-60% of the amount of this note;
- (d) If within 4 years from the date of this instrument-40% of the amount of this note;
- (e) If within 5 years from the date of this instrument-20% of the amount of this note;
- (f) After 5 years from the date of this mortgage and the note secured hereby, if the mortgagor has otherwise complied with the terms hereof and has not sold, conveyed or transferred title to the subject property or any part thereof, then the loan herein shall become a grant and there shall be no obligation on the mortgagor to pay any part thereof.

17. The mortgagor shall, upon the property being found in violation of any building, housing, plumbing, electrical, fire or other code of the City of Newburgh, immediately pay to the mortgagee the full principal amount of the note. This mortgage may not be changed or terminated orally. The covenants contained in this mortgage shall run with the land and bind the mortgagor, the heirs, personal representatives, successors and assigns of the mortgagor and all subsequent owners, encumbrancers, tenants and subtenants of the premises, and shall enure to the benefit of the mortgagee, the personal representatives, successors and assigns of the mortgagee and all subsequent holders of this mortgage. The word "mortgagor" shall be construed as if it read "mortgagors" and the word "mortgagee" shall be construed as if it read "mortgagees" whenever the sense of this mortgage so requires.

IN WITNESS WHEREOF, this mortgage has been duly executed by the mortgagor.

IN PRESENCE OF:

  
Christopher Gershel

(L.S.)

Strike out this  
clause 16 if  
inapplicable.

STATE OF NEW YORK, COUNTY OF ORANGE

On the 7<sup>th</sup> day of April 1986, before me personally came

CHRISTOPHER GERSHEL

to me known to be the individual described in and who executed the foregoing instrument, and acknowledged that he executed the same.

*Cecelia J. Jarvis*  
 Cecelia J. Jarvis  
 Notary Public, State of New York  
 Qualified in Orange County  
 Commission Expires March 30, 1989  
July 31, 1989

STATE OF NEW YORK, COUNTY OF

On the \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_\_\_, before me personally came

to me known to be the individual described in and who executed the foregoing instrument, and acknowledged that executed the same.

STATE OF NEW YORK, COUNTY OF

On the \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_\_\_, before me personally came

to me known, who, being by me duly sworn, did depose and say that he resides at No. \_\_\_\_\_

that he is the  
 of \_\_\_\_\_

\_\_\_\_\_, the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the board of directors of said corporation, and that he signed his name thereto by like order.

STATE OF NEW YORK, COUNTY OF

On the \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_\_\_, before me personally came

the subscribing witness to the foregoing instrument, with whom I am personally acquainted, who, being by me duly sworn, did depose and say that he resides at No. \_\_\_\_\_

that he knows \_\_\_\_\_

to be the individual described in and who executed the foregoing instrument; that he, said subscribing witness, was present and saw execute the same; and that he, said witness, at the same time subscribed his name as witness thereto.

LIB 2301 PAGE 323

**Mortgage**

TITLE No. \_\_\_\_\_

CHRISTOPHER GERSHEL,

TO

CITY OF NEWBURGH.

SECTION 44

BLOCK 2

LOT 13

COUNTY ~~ORANGE~~ Orange

*No 14  
17-*

*CD-3002*

RETURN BY MAIL TO:

NEWBURGH COMMUNITY DEVELOPMENT AGENCY  
83 Broadway, City Hall  
Newburgh, New York

Zip No. 12550

RESERVE THIS SPACE FOR USE OF RECORDING OFFICE

LIB 2301 PAGE 324

Orange County Clerk's Office, N.Y.

Recorded on the 19th day  
of June 1986 at 2:03  
o'clock PM M. in Liber 2361

at page 330

and Examined.

*Merion S. Murphy*  
Clerk

## ORANGE COUNTY CLERK'S OFFICE RECORDING PAGE

(This Page is Part of the Instrument)

CHRISTOPHER GERSHEL,

SECTION 44 BLOCK 2 LOT 13

TO

CITY OF NEWBURGH.

RECORD AND RETURN TO:

COMMUNITY DEVELOPMENT  
83 Broadway, City Hall  
Newburgh, New York 12550CONTROL NO. 014858 DATE 8/3/87 CHECK X CASH        CHARGE         
INSTRUMENT TYPE: DEED        <sup>Bond &</sup> MORTGAGE X SATISFACTION        ASSIGNMENT        OTHER       

*CE-8558*

BG20 Blooming Grove         
CH22 Chester         
CO24 Cornwall         
CR26 Crawford         
DP28 Deepark         
GO30 Goshen         
GR32 Greenville         
HA34 Hamptonburgh         
HI36 Highland         
MK38 Minisink         
ME40 Monroe         
MY42 Montgomery         
MH44 Mount Hope         
NT46 Newburgh (T)         
NW48 New Windsor         
TU50 Tuxedo         
WL52 Wallkill         
WK54 Warwick         
WA56 Wawayanda         
WO58 Woodbury       

MN09 Middletown         
NC11 Newburgh X  
PJ13 Port Jervis         
9999 Hold       

RECEIVED

\$         
REAL ESTATETRANSFER TAX  
ORANGE COUNTYMortgage Amount \$135.17Exempt Yes        No       

Received Tax on above Mortgage

Basic \$       MTA \$       Spec. Add. \$       TOTAL \$ TAX EXEMPTMARION S. MURPHY  
Orange County Clerkby:       

ORANGE COUNTY CLERK'S OFFICE S.S.

Recorded on the 27th day of 9  
Sept 19 87 at 9  
O'Clock 4 M. in Liber 2836 mtg  
at page 337 and examined.*Marion S. Murphy*  
County ClerkMORTGAGE TAX \$ TAX EXEMPTTRANSFER TAX \$       SERIAL NO. CE-8558RECORD. FEE \$ 17-REPORT FORMS \$       CERT. COPIES \$       

LIBER 2836 PAGE 337



M 86-Statutory Form MM.  
Bond and Mortgage, with additional clauses.  
Individual or Corporation.

JULIUS BLUMBERG, INC., LAW BLANK PUBLISHERS

THIS BOND AND MORTGAGE, made the 31<sup>st</sup> day of AUGUST, nineteen hundred and eighty-seven,  
BETWEEN CHRISTOPHER GERSHEL, residing at 12 Catherine Street, City of  
Newburgh, County of Orange and State of New York,

herein referred to as the mortgagor,

and The CITY OF NEWBURGH, a municipal corporation organized under the laws of the  
State of New York, having its principal office for the transaction of business at  
83 Broadway, City of Newburgh, County of Orange and State of New York,

herein referred to as the mortgagee,

WITNESSETH, that the mortgagor, does hereby acknowledge himself to be indebted to the mortgagee in the sum of  
----- ONE THOUSAND ONE HUNDRED THIRTY FIVE & 17/100-----(\$1,135.17---) Dollars  
lawful money of the United States, which the mortgagor does hereby agree and bind himself to repay to the mortgagee  
as follows:

The mortgagor shall upon the sale, conveyance or transfer of the  
described property immediately pay to the mortgagee the full principal  
amount then due according to the following schedule:

- (a) If within 1 year from the date of this instrument-100% of the  
amount of this instrument;
- (b) If within 2 years from the date of this instrument-80% of the  
amount of this instrument;
- (c) If within 3 years from the date of this instrument-60% of the  
amount of this instrument;
- (d) If within 4 years from the date of this instrument-40% of the  
amount of this instrument;
- (e) If within 5 years from the date of this instrument-20% of the  
amount of this instrument;
- (f) If within 5 years from the date of this document, if the mort-  
gagor has otherwise complied with the terms hereof and has not sold,  
conveyed or transferred title to the subject property or any part  
~~thereof, then the loan herein shall become a grant and there shall be~~  
thereof, then the loan herein shall become a grant and there shall be  
no obligation on the mortgagor to pay any part thereof, to secure  
the payment of which the mortgagor hereby mortgages to the mortgagee,

ALL that certain plot, piece or parcel of land, with the buildings and improve-  
ments thereon erected, situate, lying and being in the City of Newburgh, County of  
Orange and State of New York, and bounded and described as follows, viz:

BEGINNING at a point in the west line of William Street 52 feet north of the  
northwest corner of Benkard Avenue and William Street and running thence westerly  
and along the north line of lands of one Hubert Ketcham 100 feet; thence northerly  
and parallel with the west line of William Street 52 feet to lands now of one  
Robert Martin; thence easterly and along the south line of said Martin's land 100  
feet to the west line of William Street; thence southerly along the said west line  
of William Street 52 feet to the point or place of beginning. Being a parcel of  
land 52 front and rear by 100 feet in depth be the same more or less.

BEING the same premises described in a certain deed dated January 31, 1977  
from Annie Satloff to Anthony Tallarico and Carmela Tallarico and recorded on  
February 1, 1977 in the Orange County Clerk's Office in Liber 2059 of Deeds at  
page 72.

BEING the same premises described in a certain deed dated September 28, 1984  
from Anthony Tallarico and Carmela Tallarico to Christopher Gershel and recorded in  
the Orange County Clerk's Office on October 3, 1984 in Liber 2300 of Deeds at  
Page 435.

S 44, B 2, L 13

**TOGETHER** with all right, title and interest, if any, of the mortgagor of, in and to any streets and roads abutting the above-described premises to the center lines thereof.

**TOGETHER** with all fixtures and articles of personal property now or hereafter attached to, or contained in and used in connection with, said premises, including but not limited to all apparatus, machinery, plumbing, heating, lighting and cooking fixtures, fittings, gas ranges, bathroom and kitchen cabinets, ice boxes, refrigerators, food freezers, air-conditioning fixtures and units, pumps, awnings, shades, screens, storm sashes, aerials, plants and shrubbery.

**TOGETHER** with any and all awards heretofore and hereafter made to the present and all subsequent owners of the mortgaged premises by any governmental or other lawful authorities for taking by eminent domain the whole or any part of said premises or any easement therein, including any awards for any changes of grade of streets, which said awards are hereby assigned to the holder of this bond and mortgage, who is hereby authorized to collect and receive the proceeds of any such awards from such authorities and to give proper receipts and acquittances therefor, and to apply the same toward the payment of the amount owing on account of this bond and mortgage, notwithstanding the fact that the amount owing hereon may not then be due and payable; and the said mortgagor hereby covenants and agrees, upon request, to make, execute and deliver any and all assignments and other instruments sufficient for the purpose of assigning the aforesaid awards to the holder of this bond and mortgage, free, clear and discharged of any and all encumbrances of any kind or nature whatsoever.

**AND** the mortgagor covenants with the mortgagee as follows:

1. That the mortgagor will pay the indebtedness as hereinbefore provided.
2. That the mortgagor will keep the buildings on the premises insured against loss by fire for the benefit of the mortgagee; that he will assign and deliver the policies to the mortgagee; and that he will reimburse the mortgagee for any premiums paid for insurance made by the mortgagee on the mortgagor's default in so insuring the buildings or in so assigning and delivering the policies.
3. That no building on the premises shall be removed or demolished without the consent of the mortgagee.
4. That the whole of said principal sum and interest shall become due at the option of the mortgagee: after default in the payment of any instalment of principal or of interest for twenty days; or after default in the payment of any tax, water rate, sewer rent or assessment for thirty days after notice and demand; or after default after notice and demand either in assigning and delivering the policies insuring the buildings against loss by fire or in reimbursing the mortgagee for premiums paid on such insurance, as hereinbefore provided; or after default upon request in furnishing a statement of the amount due on the bond and mortgage and whether any offsets or defenses exist against the mortgage debt, as hereinafter provided.
5. That the holder of this bond and mortgage, in any action to foreclose it, shall be entitled to the appointment of a receiver.
6. That the mortgagor will pay all taxes, assessments, sewer rents or water rates, and in default thereof, the mortgagee may pay the same.
7. That the mortgagor within six days upon request in person or within fifteen days upon request by mail will furnish a written statement duly acknowledged of the amount due on this bond and mortgage and whether any offsets or defenses exist against the mortgage debt.
8. That notice and demand or request may be in writing and may be served in person or by mail.
9. That the mortgagor warrants the title to the premises.
10. That the mortgagor will, in compliance with Section 13 of the Lien Law, receive the advances secured hereby and will hold the right to receive such advances as a trust fund to be applied first for the purpose of paying the cost of the improvement and will apply the same first to the payment of the cost of the improvement before using any part of the total of the same for any other purpose.
11. That fire insurance policies which are required by paragraph No. 2 above shall contain the usual extended coverage endorsement; in addition thereto the mortgagor, within thirty days after notice and demand will keep the buildings on the premises insured against loss by other insurable hazards for the benefit of the mortgagee, as may reasonably be required by the mortgagee; that he will assign and deliver the policies to the mortgagee; and that he will reimburse the mortgagee for any premiums paid for insurance made by the mortgagee on the mortgagor's default in so insuring or in so assigning and delivering the policies. The provisions of subdivision 4, of Section 254 of the Real Property Law, with reference to the construction of the fire insurance clause, shall govern the construction of this clause so far as applicable.
12. That in case of a sale, said premises, or so much thereof as may be affected by this bond and mortgage, may be sold in one parcel.
13. That in the event of any default in the performance of any of the terms, covenants or agreements herein contained, it is agreed that the then owner of the mortgaged premises, if he is the occupant of said premises or any part thereof, shall immediately surrender possession of the premises so occupied to the holder of this bond and mortgage, and if such occupant is permitted to remain in possession, the possession shall be as tenant of the holder of this bond and mortgage and such occupant shall, on demand, pay monthly in advance to the holder of this bond and mortgage a reasonable rental for the space so occupied and in default thereof, such occupant may be dispossessed by the usual summary proceedings. In case of foreclosure and the appointment of a receiver of rents, the covenants herein contained may be enforced by such receiver.

14. That the whole of said principal sum shall become due at the option of the mortgagee after default for thirty days after notice and demand, in the payment of any instalment of any assessment for local improvements heretofore or hereafter laid, which is or may become payable in annual instalments and which has affected, now affects or hereafter may affect the said premises, notwithstanding that such instalment be not due and payable at the time of such notice and demand, or upon the failure to exhibit to the mortgagee, within thirty days after demand, receipts showing payment of all taxes, assessments, water rates, sewer rents and any other charges which may have become a prior lien on the mortgaged premises.

15. That the whole of said principal sum shall become due at the option of the mortgagee, if the buildings on said premises are not maintained in reasonably good repair, or upon the failure of any owner of said premises to comply with the requirement of any governmental department claiming jurisdiction within three months after an order making such requirement has been issued by any such department.

16. That in the event of the passage after the date of this mortgage of any law of the State of New York, deducting from the value of land for the purposes of taxation any lien thereon, or changing in any way the laws for the taxation of mortgages or debts secured by mortgage for state or local purposes, or the manner of the collection of any such taxes, so as to affect this bond and mortgage, the holder of this bond and mortgage and of the debt which it secures, shall have the right to give thirty days' written notice to the owner of the mortgaged premises requiring the payment of the mortgage debt. If such notice be given the said debt shall become due, payable and collectible at the expiration of said thirty days.

17. That the whole of said principal sum shall immediately become due at the option of the mortgagee, if the mortgagor shall assign the rents or any part of the rents of the mortgaged premises without first obtaining the written consent of the mortgagee to such assignment, or upon the actual or threatened demolition or removal of any building erected or to be erected upon said premises.

18. That if any action or proceeding be commenced (except an action to foreclose this bond and mortgage or to collect the debt secured thereby), to which action or proceeding the holder of this bond and mortgage is made a party, or in which it becomes necessary to defend or uphold the lien of this mortgage, all sums paid by the holder of this bond and mortgage for the expense of any litigation to prosecute or defend the rights and lien created by this bond and mortgage (including reasonable counsel fees), shall be paid by the mortgagor, together with interest thereon at the rate of six per cent. per annum, and any such sum and the interest thereon shall be a lien on said premises, prior to any right, or title to, interest in or claim upon said premises attaching or accruing subsequent to the lien of this mortgage, and shall be deemed to be secured by this bond and mortgage. In any action or proceeding to foreclose this mortgage, or to recover or collect the debt secured thereby, the provisions of law respecting the recovering of costs, disbursements and allowances shall prevail unaffected by this covenant.

19. That the whole of said principal sum shall immediately become due at the option of the mortgagee upon any default in keeping the buildings on said premises insured as required by paragraph No. 2 or paragraph No. 11 hereof, or if after application by any holder of this bond and mortgage to two or more fire insurance companies lawfully doing business in the State of New York and issuing policies of fire insurance upon buildings situate in the place where the mortgaged premises are situate, the companies to which such application has been made shall refuse to issue such policies, or upon default in complying with the provisions of paragraph No. 11 hereof, or upon default, for five days after notice and demand, either in assigning and delivering to the mortgagee the policies of fire insurance or in reimbursing the mortgagee for premiums paid on such fire insurance as hereinbefore provided in paragraph No. 2 hereof.

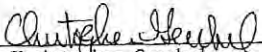
20. The mortgagor shall, upon the property being found in violation of any building, housing, plumbing, electrical, fire or other code of the City of Newburgh, immediately pay to the mortgagee the full principal amount of the note.

If more than one person joins in the execution of this instrument, and if any of the feminine sex, or if this instrument is executed by a corporation, the relative words herein shall be read as if written in the plural, or in the feminine or neuter gender, as the case may be; and the words "mortgagor" and "mortgagee" where used herein shall be construed to include their and each of their heirs, executors, administrators, successors and assigns.

This bond and mortgage may not be changed orally.

IN WITNESS WHEREOF, this bond and mortgage has been duly executed by the mortgagor.

IN PRESENCE OF:

 (L.S.)  
Christopher Gershel

STATE OF NEW YORK  
COUNTY OF ORANGE

On the 31<sup>st</sup> day of AUG. 19 87,  
before me came

CHRISTOPHER GERSHEL,

to me known to be the individual described in, and who executed  
the foregoing instrument, and acknowledged that he executed  
the same.

*Cecilia Jarvis*

CECILIA JARVIS  
Notary Public, State of New York  
Qualified in Orange County  
Commission Expires 2-3-88

STATE OF NEW YORK  
COUNTY OF

On the \_\_\_\_\_ day of \_\_\_\_\_ 19 \_\_\_\_\_,  
before me came

to me known, who, being by me duly sworn, did depose and say  
that he resides at No. \_\_\_\_\_

in

; that he is the

of

the corporation described in and which executed, the foregoing instru-  
ment; that he knows the seal of said corporation; that the seal  
affixed to said instrument is such corporate seal; that it was so affixed  
by order of the Board of  
of said corporation; and that he signed his name thereto by  
like order.

STATE OF NEW YORK  
COUNTY OF

On the \_\_\_\_\_ day of \_\_\_\_\_ 19 \_\_\_\_\_,  
before me came

to me known to be the individual described in, and who executed  
the foregoing instrument, and acknowledged that he executed  
the same.

STATE OF NEW YORK  
COUNTY OF

On the \_\_\_\_\_ day of \_\_\_\_\_ 19 \_\_\_\_\_,  
before me came

the subscribing witness to the foregoing instrument, with whom I  
am personally acquainted, who, being by me duly sworn, did depose  
and say that he resides at \_\_\_\_\_

in

, that he knows

to be the individual described in, and who executed, the foregoing  
instrument; that he, said subscribing witness, was present and saw  
execute the same; and that he, said witness, at the  
same time subscribed \_\_\_\_\_ name as witness thereto.

11/18/87 2836 PAGE 341

No.

CHRISTOPHER GERSHEL,

TO  
CITY OF NEWBURGH.

**Bond and Mortgage**

Dated, AUG. 31, 19 87

Amount, \$ 1,135.17

Due, \_\_\_\_\_, 19 \_\_\_\_\_

Int. Payable \_\_\_\_\_

The land affected by the within instrument lies  
in the City of Newburgh.

Record and return to  
COMMUNITY DEVELOPMENT  
83 Broadway, City Hall  
Newburgh, NY 12550



**ORANGE COUNTY CLERK'S OFFICE RECORDING PAGE**  
THIS PAGE IS PART OF THE INSTRUMENT - DO NOT REMOVE



TYPE NAME(S) OF PARTY(S) TO DOCUMENT: BLACK INK

Leonard E Bakker

TO

New Town Properties Inc.

SECTION 44 BLOCK 2 LOT 13

RECORD AND RETURN TO:  
(Name and Address)

New Town Properties Inc.  
135 S6 William St  
Newburgh NY 12550

THERE IS NO FEE FOR THE RECORDING OF THIS PAGE  
ATTACH THIS SHEET TO THE FIRST PAGE OF EACH  
RECORDED INSTRUMENT ONLY

DO NOT WRITE BELOW THIS LINE

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

**PROPERTY LOCATION**

2089 BLOOMING GROVE (TN)	4289 MONTGOMERY (TN)
2001 WASHINGTONVILLE (VLG)	4201 MAYBROOK (VLG)
2289 CHESTER (TN)	4203 MONTGOMERY (VLG)
2201 CHESTER (VLG)	4205 WALDEN (VLG)
2409 CORNWALL (TN)	4489 MOUNT HOPE (TN)
2401 CORNWALL (VLG)	4401 OTISVILLE (VLG)
2600 ORAFAORD (TN)	4600 NEWBURGH (TN)
2800 DEERPARK (TN)	4800 NEW WINDSOR (TN)
3069 GOSHEN (TN)	5089 TUXEDO (TN)
9001 GOSHEN (VLG)	5101 TUXEDO PARK (VLG)
3003 FLORIDA (VLG)	5200 WALLKILL (TN)
3005 CHESTER (VLG)	5489 WARWICK (TN)
3209 GREENVILLE (TN)	5401 FLORIDA (VLG)
3489 HAMPTONBURGH (TN)	5403 GREENWOOD LAKE (VLG)
3401 MAYBROOK (VLG)	5405 WARWICK (VLG)
3689 HIGHLANDS (TN)	5600 WAWAYANDA (TN)
3601 HIGHLAND FALLS (VLG)	5889 WOODBURY (TN)
3889 MINISINK (TN)	5801 HARRIMAN (VLG)
3801 UNIONVILLE (VLG)	
4089 MONROE (TN)	<b>CITIES</b>
4001 MONROE (VLG)	0900 MIDDLETOWN
4003 HARRIMAN (VLG)	1100 NEWBURGH
4005 KIRYAS JOEL (VLG)	1300 PORT JERVIS

NO. PAGES 3 CROSS REF ☐  
CERT. COPY ☐ AFFT. FILED ☐

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

CONSIDERATION \$ ☐  
TAX EXEMPT ☐

MORTGAGE AMT \$ ☐  
DATE ☐

**MORTGAGE TYPE:**  
(A) COMMERCIAL  
(B) 1 OR 2 FAMILY  
(C) UNDER \$10,000  
(E) EXEMPT  
(F) 3 TO 6 UNITS  
(G) NAT PERSON OR UNION  
(J) NAT PER-CR UNI OR 2  
(K) CONDO

*Joan A. Macchi*  
JOAN A. MACCHI  
Orange County Clerk

RECEIVED FROM J. Antinori

18(4547) 260

LIRER 4547 PAGE 260

ORANGE COUNTY CLERKS OFFICE 15602 MRL  
RECORDED/FILED 03/31/97 10:32:49 AM  
FEES 44.00 EDUCATION FUND 5.00  
SERIAL NUMBER: 006371  
5391 TAX 80.

A 291

Revised N.Y.S.D. Form 2007  
For use by all persons, with the exception of those who are not to be used.

THIRD EDITION, 1997, LAW BOOK PUBLISHERS

CONSULT YOUR LAWYER BEFORE SIGNING THIS INSTRUMENT - THIS INSTRUMENT SHOULD BE USED BY LAWYERS ONLY

THIS INDENTURE, made the 31 day of July, nineteen hundred and 1996  
BETWEEN

Leonard Bakker, presently residing at P.O. Box 4520,  
New Windsor, Orange County, New York 12553

party of the first part; and

Newtown Properties Incorporated, currently located at 135 Sp. William  
Street Newburgh, Orange County, New York, 12550.

party of the second part;

WITNESSETH, that the party of the first part, in consideration of

-----Ten and 00/100----- \$10.00----- dollars,  
lawful money of the United States, paid

by the party of the second part, does hereby grant and release unto the party of the second part, the heirs or  
successors and assigns of the party of the second part forever,

ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate,  
lying and being in the:

#104-106 William St.  
City of Newburgh, Orange County,  
New York 12550  
(44-2-13)

ALL that certain plot, piece or parcel of land, with the buildings  
and improvements thereon erected, situate, lying and being in the City  
of Newburgh, County of Orange and State of New York, Bounded and  
described as follows:

BEGINNING at a point in the west line of William St. 52 feet north of  
the northwest corner of Benkart Ave. and William St. and running thence  
westerly and along the north line of lands of one Hubert Ketcham  
100 feet; thence northly and parallel with the west line of William  
Street 52 feet to land now of one Robert Martin; thence easterly  
and along the south line of said Martin land 100 feet to the west  
line of William Street; thence southerly along the said west line  
of William Street 52 feet to the point of the beginning.

BEING the same premises as described in that certain deed dated  
January 31, 1977, made by Annie Satloff to Anthony Tallerico and  
Carmela Tallerico and recorded in the Orange County Clerks office  
on February 1, 1977, in Liber 2059 of deeds at page 72

ALSO BEING the same premises as described in that certain deed dated  
September 28, 1984, made by Anthony Tallerico and Carmela Tallerico  
to Christopher Gershel and recorded in the Orange County Clerks office  
on October 3, 1984, in Liber 2300 of Deeds at page 435.

ALSO BEING and intended to be the same premises as described in that  
certain deed dated the first day of September, 1987, running from  
Christopher P. Gershel to Christopher P. Gershel and Leonard Bakker,  
as tenants in common, which deed was thereafter recorded in the  
Orange County Clerks office on the 8th day of September, 1987, in  
Liber 2789 of deeds at page 204.

ALSO BEING the same premises as described in that certain deed dated  
February 17, 1993, made by Christopher P. Gershel and Leonard Bakker  
to Leonard Bakker and recorded in the Orange County Clerks office on  
March 4, 1993, in Liber 3775 of deeds at page 1314

4547 261

**TOGETHER** with all right, title and interest, if any, of the party of the first part in and to any streets and roads abutting the above described premises to the center lines thereof.

**TOGETHER** with the appurtenances and all the estate and rights of the party of the first part in and to said premises.

**TO HAVE AND TO HOLD** the premises herein granted unto the party of the second part, the heirs or successors and assigns of the party of the second part forever.

**AND** the party of the first part covenants that the party of the first part has not done or suffered anything whereby the said premises have been incumbered in any way whatever, except as aforesaid.

**AND** the party of the first part, in compliance with Section 13 of the Lien Law, covenants that the party of the first part will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund to be applied first for the purpose of paying the cost of the improvement and will apply the same first to the payment of the cost of the improvement before using any part of the total of the same for any other purpose.

The word "party" shall be construed as if it read "parties" whenever the sense of this indenture so requires.

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

IN PRESENCE OF:  
Subscribed and sworn to before me  
this 31st day of July 1996.

*Karina Bailey*

KARINA BAILEY  
Notary Public, State of New York  
Qualified in Orange County  
4819314  
Commission Expires MAY 31, 1997

*Edward Bakker*

Edward Bakker

Paula Marie Lamele

John Antinori

L.S.

L.S.

L.S.

<p>STATE OF NEW YORK, COUNTY OF CATTARAUGUS</p> <p>On the 31st day of July 19 97, before me personally came Leonard Bakker</p> <p>to me known to be the individual described in and who executed the foregoing instrument, and acknowledged that he executed the same.</p> <p><i>Leonard Bakker</i></p> <p>Notary Public for the State of New York  <i>[Signature]</i>          Notary Public          State of New York          Commission Expires 10/10/99</p>	<p>STATE OF NEW YORK, COUNTY OF</p> <p>On the 31st day of July 19 97, before me personally came Paul Mangione and John Antinori</p> <p>to me known to be the individuals described in and who executed the foregoing instrument, and acknowledged that they executed the same.</p> <p><i>Paul Mangione</i></p> <p>Notary Public for the State of New York  <i>[Signature]</i>          Notary Public          State of New York          Commission Expires 10/10/99</p>
<p>STATE OF NEW YORK, COUNTY OF</p> <p>On the day of 19 before me personally came</p> <p>to me known, who, being by me duly sworn, did depose and say that he resides at No.</p> <p>that he is the of</p> <p>in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the board of directors of said corporation; and that he signed in name thereto by like order.</p>	<p>STATE OF NEW YORK, COUNTY OF</p> <p>On the day of 19 before me personally came</p> <p>the subscribing witness to the foregoing instrument, with whom I am personally acquainted, who, being by me duly sworn, did depose and say that he resides at No.</p> <p>that he knows</p> <p>to be the individual described in and who executed the foregoing instrument; that he, said subscribing witness, was present and saw execute the same; and that he, said witness, at the same time, subscribed in name as witness thereto.</p>

**Bargain and Sale Deed**  
 With COVENANT AGAINST GRANTOR'S ASES

Title No. \_\_\_\_\_

TO \_\_\_\_\_

RETURN BY MAIL TO:

Zip No. \_\_\_\_\_

Reserve this space for use of Recording Office.

45470 263

RESOLUTION NO.: \_\_\_\_\_-2019

OF

FEBRUARY 25, 2019

**A RESOLUTION AUTHORIZING THE EXECUTION  
OF A RELEASE OF RESTRICTIVE COVENANTS AND RIGHT OF RE-ENTRY  
FROM A DEED ISSUED TO JOHN BONHOMME, JR. AND  
JOHN BONHOMME, SR., TO THE PREMISES KNOWN AS 15 LIBERTY STREET  
(SECTION 45, BLOCK 5, LOT 15)**

**WHEREAS**, on February 9, 2016, the City of Newburgh conveyed property located at 15 Liberty Street, being more accurately described on the official Tax Map of the City of Newburgh as Section 45, Block 5, Lot 15, to John Bonhomme, Jr. and John Bonhomme, Sr.; and

**WHEREAS**, the owners have requested a release of the restrictive covenants contained in said deed; and

**WHEREAS**, the appropriate departments have reviewed their files and advised that the covenants have been complied with, and recommend such release be granted; and

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

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

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

**KNOWN ALL PERSONS BY THESE PRESENTS**, that the City of Newburgh, a municipal corporation organized and existing under the Laws of the State of New York, and having its principal office at City Hall, 83 Broadway, Newburgh, New York 12550, in consideration of TEN (\$10.00) DOLLARS lawful money of the United States and other good and valuable consideration, receipt of which is hereby acknowledged, does hereby release and forever quitclaim the premises described as 15 Liberty Street, Section 45, Block 5, Lot 15 on the Official Tax Map of the City of Newburgh, from those restrictive covenants numbered 1, 2, 3, 4, and 5 in a deed dated February 9, 2016, from THE CITY OF NEWBURGH to JOHN BONHOMME, JR. and JOHN BONHOMME, SR., recorded in the Orange County Clerk's Office on April 18, 2016, in Liber 14038 of Deeds at Page 20 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: \_\_\_\_\_, 2019

THE CITY OF NEWBURGH

By: \_\_\_\_\_  
Joseph Donat, Interim City Manager  
Pursuant to Res. No.: -2019

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

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

\_\_\_\_\_

RESOLUTION NO.: \_\_\_\_\_-2019

OF

FEBRUARY 25, 2019

**A RESOLUTION AUTHORIZING THE EXECUTION  
OF A RELEASE OF RESTRICTIVE COVENANTS AND RIGHT OF RE-ENTRY  
FROM A DEED ISSUED TO LAWRENCE D. SMITH  
TO THE PREMISES KNOWN AS 35 CONCORD STREET  
(SECTION 29, BLOCK 1, LOT 16)**

**WHEREAS**, on April 24, 2017, the City of Newburgh conveyed property located at 35 Concord Street, being more accurately described on the official Tax Map of the City of Newburgh as Section 29, Block 1, Lot 16, to Lawrence D. Smith.; and

**WHEREAS**, the owner has requested a release of the restrictive covenants contained in said deed; and

**WHEREAS**, the appropriate departments have reviewed their files and advised that the covenants have been complied with, and recommend such release be granted; and

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

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

**KNOWN ALL PERSONS BY THESE PRESENTS**, that the City of Newburgh, a municipal corporation organized and existing under the Laws of the State of New York, and having its principal office at City Hall, 83 Broadway, Newburgh, New York 12550, in consideration of TEN (\$10.00) DOLLARS lawful money of the United States and other good and valuable consideration, receipt of which is hereby acknowledged, does hereby release and forever quitclaim the premises described as 35 Concord Street, Section 29, Block 1, Lot 16 on the Official Tax Map of the City of Newburgh, from those restrictive covenants numbered 1, 2, 3, 4, and 5 in a deed dated April 24, 2017, from THE CITY OF NEWBURGH to LAWRENCE D. SMITH, recorded in the Orange County Clerk's Office on May 17, 2017, in Liber 14233 of Deeds at Page 925 and does further release said premises from the right of re-entry reserved in favor of the City of Newburgh as set forth in said deed.

THE CITY OF NEWBURGH

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

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

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RESOLUTION NO.: \_\_\_\_\_ - 2019

OF

FEBRUARY 25, 2019

**A RESOLUTION AUTHORIZING THE INTERIM CITY MANAGER OR THE POLICE CHIEF AS MANAGER'S DESIGNEE TO EXECUTE AN INTER-MUNICIPAL AGREEMENT WITH THE COUNTY OF ORANGE CONFIRMING CITY OF NEWBURGH PARTICIPATION IN THE STOP-DWI PROGRAM FOR THE ENFORCEMENT PERIOD OF MARCH 15, 2019 TO JANUARY 1, 2020 AND TO ACCEPT AN AWARD NOT TO EXCEED \$3,735.00 COVERING 70 PERSON-HOURS FOR THE FIRST ENFORCEMENT PERIOD OF 2019 (MARCH 15, 2019 – MAY 29, 2019)**

**WHEREAS**, the County of Orange (hereinafter "County") has provided the City of Newburgh (hereinafter "City") with an Inter-Municipal Agreement for a full year of participation to provide for the funding of the STOP-DWI Program within the City of Newburgh and an award notification for the enforcement period of March 15, 2019 and ending January 1, 2020; and

**WHEREAS**, the City of Newburgh agrees to participate in three (3) STOP DWI Program enforcement campaign periods as follows: First Enforcement Period – March 15, 2019 through May 29, 2019, which includes St. Patrick's Day and the Memorial Day holiday weekend; Second Enforcement Period – July 3, 2019 through September 3, 2019, which includes the Independence Day and Labor Day holiday weekend enforcement campaigns; and the Third Enforcement Period – November 27, 2019 through January 1, 2020, which includes Thanksgiving, Christmas and New Year's holiday enforcement campaigns; and

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

**WHEREAS**, based on the data submittals submitted for the prior year the City of Newburgh is eligible for an award not to exceed \$3,735.00 covering 70 person-hours for the First Enforcement Period of 2019; and

**WHEREAS**, the County will notify the City in writing of its eligibility for awards, if any, for the second and third enforcement periods of 2019 by a separate written award letter prior to the commencement of each such enforcement period; and

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

**NOW, THEREFORE, BE IT RESOLVED**, by the Council of the City of Newburgh, New York that the Interim City Manager or the Police Chief as Manager's designee be and he is hereby authorized to execute an Inter-Municipal Agreement with the County of Orange confirming the City's participation in the STOP-DWI Program for the period February 5, 2019 through January 1, 2020 in order to fund the additional cost of stepped-up police patrols and related court appearances and providing the City of Newburgh with an award not to exceed \$3,735.00 covering 70 person-hours for the First Enforcement Period of 2019 (March 15, 2019 through May 28, 2019); and

**BE IT FURTHER RESOLVED**, that the City Council of the City of Newburgh, New York that the Interim City Manager or the Police Chief as Manager's designee be and he is hereby authorized to accept subsequent awards for the Second Enforcement Period (July 3, 2019 through September 3, 2019) and Third Enforcement Period (November 27, 2019 through January 1, 2020) covered by the 2019 STOP-DWI Agreement; and to execute all necessary documents to receive and comply with the terms of such Agreement and to carry out the program funded thereby.

ORANGE COUNTY, NEW YORK



Steven M. Neuhaus  
County Executive

Coordinator  
Craig Cherry  
Deputy Commissioner  
Police Liaison Services

Administrator  
Christina Hale

**STOP-DWI / Traffic Safety Programs**  
22 Wells Farm Road  
Goshen, New York 10924  
845-615-0566



**TO: CITY OF NEWBURGH**

**FROM:** Craig Cherry, Orange County Stop-DWI Coordinator

**DATE:** February 5, 2019

Enclosed is your Department's contract for the 2019 STOP-DWI (Regular) enforcement patrol year funding **beginning on March 15, 2019 and ending on January 1, 2020**. The contract is for participation for the **full year**. The enclosed contract indicates the Not-to-Exceed total hours and/or dollar amount for the 1<sup>st</sup> Period beginning on March 15, 2019 and ending on May 28, 2019 in the amount of **\$3735/70**. You will be subsequently notified by letter of the awarded amount of the total dollars/hours for the 2<sup>nd</sup> and 3<sup>rd</sup> periods of the year. Please review the attached Schedule A of the contract for enforcement dates and reimbursement requirements.

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

Also included in the mailing is a completion packet containing:

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

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

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



## INTER-MUNICIPAL AGREEMENT

**THIS INTER-MUNICIPAL AGREEMENT** ("IMA") is entered into this 5th day of February, 2019, by and between the **COUNTY OF ORANGE**, a County of the State of New York, with its principal offices at 255-275 Main Street, Goshen, New York, by and through its Department of Emergency Services ("COUNTY"), and the **CITY OF NEWBURGH**, a City of the State of New York, with its principal offices at 55 Broadway, Newburgh, NY 12550, by and through its Police Department ("MUNICIPALITY").

### ARTICLE 1. SCOPE OF AGREEMENT

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

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

### ARTICLE 2. TERM OF AGREEMENT

The term of this IMA shall commence on February 5, 2019 and end January 11, 2020.

### ARTICLE 3. PROCUREMENT OF AGREEMENT

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

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

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

### ARTICLE 4. CONFLICT OF INTEREST

The MUNICIPALITY represents and warrants that neither it nor any of its directors, officers, members, partners or employees, have an interest, and shall not acquire an interest, directly or indirectly which would or may conflict in any manner or degree with the performance of this IMA. The MUNICIPALITY further represents and warrants that in the performance of this IMA, no person having such interest or possible interest shall be employed by it and that no elected official or other officer or employee of the COUNTY, nor any person whose salary is payable, in whole or in part, by the COUNTY, or any corporation, partnership or association in which such official, officer or employee is directly or indirectly interested shall have any such interest, direct or indirect, in this IMA or in the proceeds thereof, unless such person (1) is required by the Orange County Ethics Law, as amended from time to time, to submit a Disclosure form to the Orange County Board of Ethics, amends such Disclosure form to include his/her interest in this IMA, or (2) submits such a Disclosure form and (a) discloses his/her interest in this IMA, or (b)

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

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

## **ARTICLE 5. ASSIGNMENT AND SUBCONTRACTING**

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

## **ARTICLE 6. BOOKS AND RECORDS**

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

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

## **ARTICLE 7. RETENTION OF RECORDS**

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

## **ARTICLE 8. AUDIT BY THE COUNTY AND OTHERS**

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

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

## **ARTICLE 9. INDEMNIFICATION**

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

## **ARTICLE 10. TERMINATION**

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

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

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

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

#### **ARTICLE 11. GENERAL RELEASE**

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

#### **ARTICLE 12. SET-OFF RIGHTS**

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

#### **ARTICLE 13. GOVERNING LAW**

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

#### **ARTICLE 14. ENTIRE AGREEMENT**

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

#### **ARTICLE 15. MODIFICATION**

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

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

#### **COUNTY OF ORANGE**

By: \_\_\_\_\_  
Steven M. Neuhaus  
County Executive

DATE: \_\_\_\_\_

#### **MUNICIPALITY**

By: \_\_\_\_\_  
Name:  
Title:

DATE: \_\_\_\_\_

## **SCHEDULE A-1**

### **NEW YORK STATE VEHICLE AND TRAFFIC LAW §1197 FUNDS**

#### **ENFORCEMENT CAMPAIGNS/AGREEMENT TO PARTICIPATE.**

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

First Enforcement Period – March 15, 2019 through May 28, 2019, which includes St. Patrick's Day and the Memorial Day holiday weekend.

Second Enforcement Period – July 3, 2019 through September 3, 2019, which includes the Independence Day and Labor Day holiday weekend enforcement campaigns.

Third Enforcement Period – November 27, 2019 through January 1, 2020, which includes Thanksgiving, Christmas, and the New Year's holidays enforcement campaigns.

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

#### **DATA SUBMITTAL.**

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

#### **AWARD OF FUNDS.**

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

#### **FIRST ENFORCEMENT PERIOD AWARD.**

Based on data submittals from the MUNICIPALITY for the prior enforcement period November 1, 2018 through January 1, 2019, which submittals were required to be submitted to the COUNTY pursuant to a separate IMA between MUNICIPALITY and COUNTY, MUNICIPALITY is eligible for an award not to exceed **THREE THOUSAND SEVEN HUNDRED THIRTY-FIVE AND 00/100 (\$3735)** covering 70 man-hours for the first enforcement period of 2019. The actual award payment to MUNICIPALITY shall be that amount earned as a result of man-hours expended by the MUNICIPALITY for STOP DWI Program enforcement activities during each preceding enforcement period as supported by the data submitted by the MUNICIPALITY.

#### **WRITTEN NOTIFICATION OF AWARDS FOR THE SECOND AND THIRD ENFORCEMENT PERIODS OF 2019.**

COUNTY will notify MUNICIPALITY in writing of its eligibility for awards, if any, for the second and third enforcement periods of 2019 by a separate written award letter delivered to MUNICIPALITY prior to the

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



RESOLUTION NO.: 83 - 2018

OF

MARCH 26, 2018

A RESOLUTION AUTHORIZING THE CITY MANAGER OR THE  
POLICE CHIEF AS MANAGER'S DESIGNEE TO EXECUTE AN  
INTER-MUNICIPAL AGREEMENT WITH THE COUNTY OF ORANGE CONFIRMING  
CITY OF NEWBURGH PARTICIPATION IN THE STOP-DWI PROGRAM  
FOR THE ENFORCEMENT PERIOD OF MARCH 15, 2018 TO JANUARY 1, 2019 AND  
TO ACCEPT AN AWARD NOT TO EXCEED \$3,145.00 COVERING 60 PERSON-HOURS  
FOR THE FIRST ENFORCEMENT PERIOD OF 2018 (MARCH 15, 2018 - MAY 29, 2018)

WHEREAS, the County of Orange (hereinafter "County") has provided the City of Newburgh (hereinafter "City") with an Inter-Municipal Agreement for a full year of participation to provide for the funding of the STOP-DWI Program within the City of Newburgh and an award notification for the enforcement period of March 15, 2018 and ending January 1, 2019; and

WHEREAS, the City of Newburgh agrees to participate in three (3) STOP DWI Program enforcement campaign periods as follows: First Enforcement Period - March 15, 2018 through May 29, 2018, which includes St. Patrick's Day and the Memorial Day holiday weekend; Second Enforcement Period - June 30, 2018 through September 4, 2018, which includes the Independence Day and Labor Day holiday weekend enforcement campaigns; and the Third Enforcement Period - November 1, 2018 through January 1, 2019, which includes Thanksgiving, Christmas and New Year's holiday enforcement campaigns; and

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

WHEREAS, based on the data submittals submitted for the prior year the City of Newburgh is eligible for an award not to exceed \$3,145.00 covering 60 person-hours for the First Enforcement Period of 2018; and

WHEREAS, the County will notify the City in writing of its eligibility for awards, if any, for the second and third enforcement periods of 2018 by a separate written award letter prior to the commencement of each such enforcement period; and

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

RESOLUTION NO.: \_\_\_\_\_ - 2019

OF

FEBRUARY 25, 2019

**A RESOLUTION AUTHORIZING THE INTERIM CITY MANAGER TO EXECUTE A  
CONTRACT WITH THE NEW YORK STATE INDUSTRIES FOR THE DISABLED, INC.  
TO PROVIDE CUSTODIAL SERVICES FOR CITY OWNED BUILDINGS  
LOCATED AT 55 BROADWAY AND 123 GRAND STREET  
FOR THE PERIOD SEPTEMBER 1, 2018 THROUGH AUGUST 31, 2019  
AT A TOTAL COST OF \$113,392.08**

**WHEREAS**, the New York State Industries for the Disabled, Inc. ("NYSID") has submitted a proposal in connection with custodial services to be provided for City owned buildings located at 55 Broadway and 123 Grand Street; and

**WHEREAS**, such custodial services shall be provided by NYSID Member Agency Occupations; and

**WHEREAS**, the proposal provides for a one year contract at an annual total cost of \$113,392.08; and

**WHEREAS**, funding for the cost of the contract shall be derived from A.1620.448; and

**WHEREAS**, this Council has reviewed the attached proposal and has determined that executing a contract under the terms and conditions set forth therein 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 Interim City Manager be and he is hereby authorized to execute the attached contract entitled "Notice of Price Adjustment" with the New York State Industries for the Disabled, Inc. to provide custodial services for City-owned buildings located at 55 Broadway and 123 Grand Street for the period September 1, 2018 through August 31, 2019 at a total cost of \$113,392.08.



## NOTICE OF PRICE ADJUSTMENT

Date Sent:	February 8, 2019		
Contracting Agency:	City of Newburgh		
Customer Contact:	Joseph P. Donat		
Job Title:	City Manager		
Street Address:	83 Broadway		
City, State, Zip:	Newburgh, NY 12550		
Phone:	[Customer Contact Business Phone]	Fax:	[Customer Contact Fax Number]
Email:	JDonat@cityofnewburgh-ny.gov		

Member Agency:	Access: Supports for Living Inc.
Contract or PO#	23027
Service:	Janitorial
Location:	Police Department (Public Safety) and Code Compliance (Grand Street)
Price:	9/1/2018-8/31/2019 - Prevailing Wage Adjustment 123 Grand Street (Code Compliance)\$3,033.85 per month <i>Broadway</i> 55 <del>Grand Street</del> (Public Safety Bldg)\$6,415.49 per month
Effective Date:	9/1/2018-8/31/2019
Reason and Pricing:	Prevailing wage adjustments, as mandated by NYS DOL

In accordance with the service agreement of the above referenced contract or purchase order, a price adjustment is applicable. The adjusted pricing will be in effect as of the effective date listed above. Please direct any questions to the contract staff assignment listed below. Please sign and return to the address below.

<b>Access: Supports for the Disabled, Inc.</b>	<b>Staff Assignment:</b>	<b>Witko, Donna</b>
Attn: Witko, Donna	Phone:(518)463-9706	Ext: 217
11 Columbia Circle Drive	Fax:	[Staff Assignment Fax]
Albany, NY 12203-5156	Email:	<b>dwitko@nysid.org</b>
Authorized Signature: _____		
Job Title: _____		

Preferred Source Facilitating Entity	NYSID
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Project Information	Purchasing Agency Name	Town of Newburgh	Application Date	2/5/2019
	Contact Name	Joseph P. Donat		
	Contact Email			
	Contact Phone Number	845 569 7320		
	Contact Street Address	55 Broadway		
	City, State, Zip Code	Newburgh NY 12550		
	Project Name	Newburgh Police 55 Broadway		
	Proposed Start Date	9/1/2018		

Direct Labor People working to fulfill contract specifications	Disabled/Blind Labor Job Title	Estimated Number of Employees	Number of Hours	Hourly Wage	Total	
	Janitorial Contract Worker		1,368.52	\$ 15.50	\$ 21,212.01	
	Janitorial Contract Worker PTO		186.48	\$ 15.50	\$ 2,890.43	
	Janitorial Contract Worker		273.70	\$ 15.75	\$ 4,310.83	
	Janitorial Contract Worker PTO		37.30	\$ 15.75	\$ 587.41	
			-		\$ -	
			-		\$ -	
			-		\$ -	
			-		\$ -	
			-		\$ -	
			-		\$ -	
	Disabled/Blind Labor Total	Total FTE	Total Hours	Total Annual Hours	Total Wages	Direct Disabled Wages Total
		0.9569	1,866.00	1950	\$ 29,000.68	\$ 29,000.68
		Estimated Number of Employees	Number of Hours	Hourly Wage	Total	
			-		\$ -	
			-		\$ -	
			-		\$ -	
			-		\$ -	
			-		\$ -	
			-		\$ -	
			-		\$ -	
			-		\$ -	
	Non-Disabled Labor Total	Total FTE	Total Hours	Total Annual Hours	Total Wages	Direct Non-Disabled Wages Total
		0.0000	-	1950	\$ -	\$ -

Total All Direct Labor Wages
\$ 29,000.68

Disabled Labor Ratio and FTEs	Total Direct Disabled/Blind Labor Hours	1,866.00	DIRECT LABOR WORKFORCE AFFIRMATION (Please select from the drop-down box below)
	Total All Direct Labor Hours	1,866.00	
	Disabled/Blind Labor Ratio: Percentage Disabled Labor Hours (Total Disabled Direct Labor / Total All Direct Labor Hours)	100.0000%	
	FTEs (Direct Disabled Labor)	0.9569	
	FTEs (Total Direct Labor)	0.9569	
	I do so affirm the accuracy of the disabled direct labor ratio selected above.		Type or Print Name: _____ Signature: _____

Preferred Source Facilitating Entity	NYSID
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Project Information	Purchasing Agency Name	Town of Newburgh	Application Date	2/5/2019
	Contact Name	Joseph P. Donat		
	Contact Email			
	Contact Phone Number	845 569 7320		
	Contact Street Address	55 Broadway		
	City, State, Zip Code	Newburgh NY 12550		
	Project Name	Newburgh Police 55 Broadway		
	Proposed Start Date	9/1/2018		

Indirect Labor Management, oversight and titles not directly related to specifications.	Indirect Disabled/Blind Labor Job Title	Estimated Number of Employees	Number of Hours	Hourly Wage	Total	
				\$	-	
				\$	-	
				\$	-	
	Indirect Disabled Labor Total	Total FTE	Total Hours		Total Wages	Indirect Disabled Wages
		0.0000	-		\$ -	\$ -
	Indirect Non-Disabled Labor Job Title	Estimated Number of Employees	Number of Hours	Hourly Wage	Total	
	Crew Leader II	1	528.79	\$ 20.59	\$ 10,887.72	
	Crew Leader II PTO		73.22	\$ 20.59	\$ 1,507.53	
	Project Manager		-	\$ -	\$ -	
	Project Manager PTO		-	\$ -	\$ -	
	Indirect Non-Disabled Labor Total	Total FTE	Total Hours		Total Wages	Indirect Non-Disabled Wages
		0.3087	602.00		\$ 12,395.25	\$ 12,395.25

Total All Indirect Labor Wages

\$ 12,395.25

Total All Wages

\$ 41,395.93

Employee Benefits	Fringe Benefits (Excluding Article 9 Supplemental Benefits)				
	Benefit Type	Rate	Disabled/ Blind Labor Total	Non-Disabled/ Sighted Labor Total	Total
	Workers Compensation	4.91%	\$ 1,423.93	\$ 608.61	\$ 2,032.54
	FICA	7.65%	\$ 2,218.55	\$ 948.24	\$ 3,166.79
	Medical Insurance	11.08%		\$ 1,373.39	\$ 1,373.39
	Dental Insurance	0.22%		\$ 27.27	\$ 27.27
	Life Insurance	0.10%		\$ 12.40	\$ 12.40
	Long Term Disability	0.20%		\$ 24.79	\$ 24.79
	Pension	2.00%		\$ 247.91	\$ 247.91
	Disability	0.11%	\$ 31.90	\$ 13.63	\$ 45.54
	Unemployment Insurance	0.32%	\$ 92.80	\$ 39.66	\$ 132.47
	MTA Tax (if applicable)	0.34%	\$ 98.60	\$ 42.14	\$ 140.76
	Total Fringe Benefits (Excluding Article 9 Supplemental Benefits)		\$ 3,865.79	\$ 3,338.04	\$ 7,203.83
	Article 9 Supplemental Benefits				
	Employee/Job Title	# of Hours	Supplemental Benefit Rate	Disabled/ Blind Labor Total	Non-Disabled/ Sighted Labor Total
	Disabled/ Blind Direct	547.41	\$ 6.15	\$ 3,366.55	
	Disabled/ Blind Direct	1,094.81	\$ 6.61	\$ 7,236.72	
	Non- Disabled/ Sighted Direct				\$ -
					Total

Preferred Source Facilitating Entity		NYSID	
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Project Information	Purchasing Agency Name	Town of Newburgh	Application Date	2/5/2019
	Contact Name	Joseph P. Donat		
	Contact Email			
	Contact Phone Number	845 569 7320		
	Contact Street Address	55 Broadway		
	City, State, Zip Code	Newburgh NY 12550		
	Project Name	Newburgh Police 55 Broadway		
	Proposed Start Date	9/1/2018		

Non- Disabled/ Sighted Direct			\$	-
Total Supplemental Benefits		\$ 10,603.27	\$	- \$ 10,603.27
Summary				
Description	Fringe Benefits (Excluding Article 9 Supplemental Benefits)	Article 9 Supplemental Benefits	Total All Benefits	
Disabled/ Blind Labor	\$ 3,865.79	\$ 10,603.27	\$	14,469.06
Non- Disabled/ Sighted Labor	\$ 3,338.04	\$ -	\$	3,338.04
Total All Benefits			\$	17,807.10

Total All Wages + Benefits \$ 59,203.03
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Insurance	Summary Total Other Insurance		
	Insurance Type	Cost	Total Insurance
			\$ -

Preferred Source Facilitating Entity	NYSID
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Project Information	Purchasing Agency Name	Town of Newburgh	Application Date	2/5/2019
	Contact Name	Joseph P. Donat		
	Contact Email			
	Contact Phone Number	845 569 7320		
	Contact Street Address	55 Broadway		
	City, State, Zip Code	Newburgh NY 12550		
	Project Name	Newburgh Police 55 Broadway		
	Proposed Start Date	9/1/2018		

Equipment Amortization Costs	Description	Original Cost	Useful Life/Years	Prorated/ Annual Cost	
	Equipment	\$ 5,274.00	3	\$ 1,758.00	
	Subtotal			\$ 1,758.00	Total Equipment Amortization
					\$ 1,758.00

Equipment Operating Costs	Description	Quantity	Price	Total Cost	
	Mileage	-	\$ 0.58	\$ -	
	Maintenance			\$ -	
	Other (Specify)			\$ -	
	Other (Specify)			\$ -	
	Subtotal			\$ -	Total Equipment Operating Cost
					\$ -

Supplies and Non-Amortized Equipment	Description	Quantity	Price	Total Cost	
	Supplies	1.00	\$ 3,155.54	\$ 3,155.54	
				\$ -	
				\$ -	
				\$ -	
				\$ -	
				\$ -	
				\$ -	
				\$ -	
				\$ -	
				\$ -	
				\$ -	
	Subtotal			\$ 3,155.54	Total Supplies and Non-Amortized Equipment
					\$ 3,155.54

Other Costs	Description	Quantity	Price	Total Cost	
	Subtotal		\$ -	\$ -	Total Other Cost
					\$ -

Contract Subtotal
\$ 64,116.57

Preferred Source Facilitating Entity	NYSID
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Project Information	Purchasing Agency Name	Town of Newburgh	Application Date	2/5/2019
	Contact Name	Joseph P. Donat		
	Contact Email			
	Contact Phone Number	845 569 7320		
	Contact Street Address	55 Broadway		
	City, State, Zip Code	Newburgh NY 12550		
	Project Name	Newburgh Police 55 Broadway		
	Proposed Start Date	9/1/2018		

Overhead and Fees	Description	Rate %		Total Cost	
	Administrative Overhead	19.30%		\$ 10,193.41	
	Subtotal With Overhead			\$ 74,309.98	
	Preferred Source Fee	4.00%		\$ 2,675.90	
	Subtotal With Overhead and Fees			\$ 76,985.88	Overhead and Fees Total
					\$ 76,985.88

Contract Total
\$ 76,985.88

Options for Extension	Initial Contract Term (In Years)	Term		
		Term	Frequency	\$ 76,985.88
	Options for Extensions			\$ 76,985.88
		Description	Amount	Frequency
	Cost Escalator (If applicable)			Monthly Total
				\$ 6,415.49





## SERVICE COST ANALYSIS SHEET

Date Prepared: July 18, 2017  
Member Agency: Access: Support for Living  
Contracting Agency: Newburgh City Police  
Service: Janitorial  
Location: 55 Broadway Newburgh NY 12550  
Contract Term: July 1, 2017- June 30, 2018 Base Year July 1 increase  
SQ Footage:  
Number of Workers: 3  
Number of Hours: 2  
Frequency: 253  
I. LABOR

**A. DIRECT LABOR:** Annual hours employees work directly on contracts, plus other paid time (i.e. vacation, holiday or sick time).

**DISABLED DIRECT LABOR:**

Employee Hours	1,518.00	x	\$15.00	per hour =	\$22,770.00
Employee Hours	156.00	x	\$15.00	per hour =	\$2,340.00 (Holiday/Sick/Vacation)
Employee Hours	128.00	x	\$15.00	per hour =	\$1,920.00 2x stripping & waxing
Employee Hours	64.00	x	\$15.00	per hour =	\$960.00 2x carpet cleaning

a. TOTAL DISABLED LABOR  
HOURS

1,866.00

b. TOTAL DISABLED WAGES

27,990.00

0.96 FTEs (Total # of Disabled Full Time Equivalents (a.TOTAL DISABLED LABOR HRS/1950))

**NON-DISABLED DIRECT LABOR**

Employee Hours	0.00	x	\$15.00	per hour =	\$0.00
Employee Hours	0.00	x	\$15.00	per hour =	\$0.00 (Holiday/Sick/Vacation)

c. TOTAL NON-DISABLED  
LABOR HOURS

0.00

d. TOTAL NON-DISABLED WAGES

\$0.00

e. TOTAL DIRECT LABOR  
HOURS (a.+c.)

1,866.00

f. TOTAL WAGES b.+d.

\$27,990.00

0.96 Total # of Full Time Equivalents

100.00% PERCENTAGE OF DISABLED LABOR HOURS

a. (Total Disabled Labor Hours) divided by e.(Total Direct Labor Hours) = Percentage of Disabled Labor Hours

**B. INDIRECT LABOR:** Annual Supervision cost. If a supervisor performs tasks to fulfill contract specifications, those hours are considered direct labor.

**DISABLED INDIRECT LABOR:**

\$ Amt.

Employee Hours	x	per hour =	\$0.00
Employee Hours	x	per hour =	\$0.00

**NON-DISABLED INDIRECT LABOR:**

Supervisor	Employee Hours	602.00	x	\$20.59	per hour =	\$12,395.18
Coordinator	Employee Hours		x		per hour =	\$0.00
	Fringes	23.06%		\$12,395.18		\$2,858.33

TOTAL INDIRECT LABOR  
HOURS

602.00

TOTAL INDIRECT WAGES

\$15,253.51

SUBTOTAL PAGE 1 - WAGES ( TOTAL DIRECT WAGES + TOTAL INDIRECT WAGES)

\$43,243.51

## II. EMPLOYEE BENEFITS

Disabled

Non-Disabled

## A. Workers Compensation

## B. Medical And Life Insurance

## C. Payroll Taxes

Fica Rate 12.39% ☒ Disabled Payroll \$27,990.00 = \$3,467.96

Fica Rate 12.39% ☒ Non-Disabled Payroll \$0.00 = \$0.00

## D. Non-Statutory

Hours

Hours

## Article 9 Supplemental Benefits

\$5 71	855	\$4,882.05	0	\$0.00
	0	\$0.00	0	\$0.00
	0	\$0.00	0	\$0.00
\$6 15	855	\$5,258.25	0	\$0.00
	0	\$0.00	0	\$0.00
	0	\$0.00	0	\$0.00

## Other Supplemental Benefits

## Total Benefits

\$13,608.26

\$0.00

\$13,608.26

## III. INSURANCE

## A. Comprehensive General Liability

## B. Comprehensive Vehicle Liability

## C. Other

## Total Insurance

\$0.00

\$0.00

\$0.00

## IV. EQUIPMENT AMORTIZATION

## DESCRIPTION OF EQUIPMENT

(Original Cost Minus Salvage Value) divided by # of years of useful life = Prorated Annual Amount

DESCRIPTION OF EQUIPMENT	Original Cost	Useful Life/Yrs	Prorated Annual \$
Equipment - please see attached	\$5,274.00	3.00	\$1,758.00
Access: Supports for living will supply all major & minor equipment			

## Total Equipment Amortization

\$1,758.00

## V. EQUIPMENT OPERATING COSTS

## A. Gas/Oil

0.54 per mile # of Miles \$0.00

## B. Maintenance

## C. Other

## Total Equipment Operating Costs

\$0.00

SUBTOTAL PAGES 1 &amp; 2

\$58,609.77

## VI. SUPPLIES AND NON-AMORTIZED EQUIPMENT

## DESCRIPTION

Supplies - please see attached	\$3,155.54
Access will supply all cleaning chemicals.	
Newburgh Clinic will supply trash bags, toilet paper, paper towels, soap	
Page 2 of 3	

Total Supplies and Non-Amortized Equipment

\$3,155.54

VII. OTHER

DESCRIPTION

Total Other Expenses

\$0.00

Subtotal

\$61,765.31

VIII. ADMINISTRATIVE OVERHEAD

10%  
Fee Frozen

\$10,198.41

SUBTOTAL

\$71,958.72

IX. NYSID 4% FEE Fee Frozen

\$2,675.90

TOTAL COST OF CONTRACT

Annual \$74,634.62

Per month \$6,219.55

COMMENTS:

3% increase in supplies 3% increase in supervisor wage and Wage and H&W benefit adjusted per Article 9

Payroll Tax 12.39% Breakdown		Supervision Fringes 23.06% Breakdown	
Workers Comp (50652)	3.92%		3.92%
Unemployment (50651)	0.46%		0.46%
FICA	7.65%		7.65%
Disability (50655)	0.03%		0.03%
MTA	0.34%		0.34%
Life Insurance			0.06%
Long Term disability			0.20%
Health Insurance			8.00%
Dental Insurance			0.28%
Pension			2.10%

Submit this signed cost analysis via E-mail, mail or fax along with the Service Application and Renewal Form to:

(If sent via e-mail, please fax or mail a signed copy)

Mail: New York State Industries for the Disabled, Inc.  
ATTN: Contract Administration  
11 Columbia Circle Drive  
Albany, NY 12203-5156

E-Mail: [administrator@nysid.org](mailto:administrator@nysid.org)

Fax: 518-463-9708  
Phone: 518-463-9706

Authorized Signature:

*Alexander Polan*

Printed Name:

Job Title:

Date:

7/20/17

Reviewed and Submitted by: NYSID Representative

Preferred Source Facilitating Entity		NYSID	
Project Information	Purchasing Agency Name	Town of Newburgh	Application Date
	Contact Name	Joseph P. Donat	2/5/2019
	Contact Email		
	Contact Phone Number	845 569 7320	
	Contact Street Address	123 Grand Street Newburgh NY 12550	
	City, State, Zip Code	Newburgh NY 12550	
	Project Name	Code Compliance 123 Grand St., Newburgh	
	Proposed Start Date	9/1/2018-8/31/2020	

Direct Labor People working to fulfill contract specifications	Disabled/Blind Labor Job Title	Estimated Number of Employees	Number of Hours	Hourly Wage	Total	
	Janitorial Contract Worker		671.66	\$ 15.50	\$	10,410.74
	Janitorial Contract Worker PTO		91.52	\$ 15.50	\$	1,418.61
	Janitorial Contract Worker		134.33	\$ 15.75	\$	2,115.73
	Janitorial Contract Worker PTO		18.30	\$ 15.75	\$	288.30
					\$	-
					\$	-
					\$	-
					\$	-
					\$	-
					\$	-
	Disabled/Blind Labor Total	Total FTE	Total Hours	Total Annual Hours	Total Wages	Direct Disabled Wages Total
		0.4692	915.00	1950	\$ 14,233.38	\$ 14,233.38
	Non-Disabled Labor Job Title	Estimated Number of Employees	Number of Hours	Hourly Wage	Total	
	Crew Leader		-	\$ 20.59	\$	-
	Crew Leader PTO		-	\$ 20.59	\$	-
					\$	-
					\$	-
					\$	-
					\$	-
					\$	-
					\$	-
	Non-Disabled Labor Total	Total FTE	Total Hours	Total Annual Hours	Total Wages	Direct Non-Disabled Wages Total
		0.0000	-	1950	\$ -	\$ -

Total All Direct Labor Wages
\$ 14,233.38

Disabled Labor Ratio and FTEs	Total Direct Disabled/Blind Labor Hours	915.00	<b>DIRECT LABOR WORKFORCE AFFIRMATION (Please select from the drop-down box below)</b>  The total direct labor workforce involved in this application is comprised of 10 or fewer FTEs. A majority of these employees are blind, severely disabled or visually impaired.
	Total All Direct Labor Hours	915.00	
	Disabled/Blind Labor Ratio: Percentage Disabled Labor Hours (Total Disabled Direct Labor / Total All Direct Labor Hours)	100.0000%	
	FTEs (Direct Disabled Labor)	0.4692	
	FTEs (Total Direct Labor)	0.4692	
	I do so affirm the accuracy of the disabled direct labor ratio selected above.		Type or Print Name: _____ Signature: _____

Preferred Source Facilitating Entity	NYSID
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Project Information	Purchasing Agency Name	Town of Newburgh	Application Date	2/5/2019
	Contact Name	Joseph P. Donal		
	Contact Email			
	Contact Phone Number	845 569 7320		
	Contact Street Address	123 Grand Street Newburgh NY 12550		
	City, State, Zip Code	Newburgh NY 12550		
	Project Name	Code Compliance 123 Grand St., Newburgh		
	Proposed Start Date	9/1/2018-8/31/2020		

Indirect Labor Management, oversight and titles not directly related to specifications.	Indirect Disabled/Blind Labor Job Title	Estimated Number of Employees	Number of Hours	Hourly Wage	Total	
					\$ -	
					\$ -	
					\$ -	
	Indirect Disabled Labor Total	Total FTE	Total Hours		Total Wages	Indirect Disabled Wages
		0.0000	-		\$ -	\$ -
	Indirect Non-Disabled Labor Job Title	Estimated Number of Employees	Number of Hours	Hourly Wage	Total	
	Crew Leader II	1	247.71	\$ 20.59	\$ 5,100.26	
	Crew Leader II PTO		34.30	\$ 20.59	\$ 706.19	
	Project Manager		-	\$ -	\$ -	
	Project Manager PTO		-	\$ -	\$ -	
	Indirect Non-Disabled Labor Total	Total FTE	Total Hours		Total Wages	Indirect Non-Disabled Wages
		0.1446	282.00		\$ 5,806.45	\$ 5,806.45

Total All Indirect Labor Wages

\$ 5,806.45

Total All Wages

\$ 20,039.83

Employee Benefits	Fringe Benefits (Excluding Article 9 Supplemental Benefits)				
	Benefit Type	Rate	Disabled/ Blind Labor Total	Non-Disabled/ Sighted Labor Total	Total
	Workers Compensation	4.91%	\$ 698.86	\$ 285.10	\$ 983.96
	FICA	7.65%	\$ 1,088.85	\$ 444.19	\$ 1,533.05
	Medical Insurance	11.08%		\$ 643.35	\$ 643.35
	Dental Insurance	0.22%		\$ 12.77	\$ 12.77
	Life Insurance	0.10%		\$ 5.81	\$ 5.81
	Long Term Disability	0.20%		\$ 11.61	\$ 11.61
	Pension	2.00%		\$ 116.13	\$ 116.13
	Disability	0.11%	\$ 15.66	\$ 6.39	\$ 22.04
	Unemployment Insurance	0.32%	\$ 45.55	\$ 18.58	\$ 64.13
	MTA Tax (If applicable)	0.34%	\$ 48.39	\$ 19.74	\$ 68.14
	Total Fringe Benefits (Excluding Article 9 Supplemental Benefits)		\$ 1,897.31	\$ 1,563.68	\$ 3,460.99
	Article 9 Supplemental Benefits				
	Employee/Job Title	# of Hours	Supplemental Benefit Rate	Disabled/ Blind Labor Total	Non-Disabled/ Sighted Labor Total
	Disabled/ Blind Direct	268.66	\$ 6.16	\$ 1,652.29	
	Disabled/ Blind Direct	537.33	\$ 6.61	\$ 3,551.74	
	Non- Disabled/ Sighted Direct				\$ -
					Total

Preferred Source Facilitating Entity		NYSID	
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Project Information	Purchasing Agency Name	Town of Newburgh		Application Date	2/5/2019
	Contact Name	Joseph P. Donat			
	Contact Email				
	Contact Phone Number	845 569 7320			
	Contact Street Address	123 Grand Street Newburgh NY 12550			
	City, State, Zip Code	Newburgh NY 12550			
	Project Name	Code Compliance 123 Grand St., Newburgh			
	Proposed Start Date	9/1/2018-8/31/2020			

Non- Disabled/ Sighted Direct					\$	-
Total Supplemental Benefits			\$ 5,204.03	\$	-	\$ 5,204.03
Summary						
Description	Fringe Benefits (Excluding Article 9 Supplemental Benefits)	Article 9 Supplemental Benefits	Total All Benefits			
Disabled/ Blind Labor	\$ 1,897.31	\$ 5,204.03	\$ 7,101.34			
Non- Disabled/ Sighted Labor	\$ 1,563.68	\$ -	\$ 1,563.68			
Total All Benefits			\$ 8,665.01			

Total All Wages + Benefits
\$ 28,704.85

Insurance	Summary Total Other Insurance		
	Insurance Type	Cost	Total Insurance
			\$ -

Preferred Source Facilitating Entity	NYSID
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Project Information	Purchasing Agency Name	Town of Newburgh	Application Date	2/5/2019
	Contact Name	Joseph P. Donat		
	Contact Email			
	Contact Phone Number	845 569 7320		
	Contact Street Address	123 Grand Street Newburgh NY 12550		
	City, State, Zip Code	Newburgh NY 12550		
	Project Name	Code Compliance 123 Grand St., Newburgh		
	Proposed Start Date	9/1/2018-8/31/2020		

Equipment Amortization Costs	Description	Original Cost	Useful Life/Years	Prorated/ Annual Cost	
	Equipment	\$ 1,758.00		\$ 1,758.00	
	Subtotal			\$ 1,758.00	Total Equipment Amortization
					\$ 1,758.00

Equipment Operating Costs	Description	Quantity	Price	Total Cost	
	Mileage	-	\$ 0.58	\$ -	
	Maintenance			\$ -	
	Other (Specify)			\$ -	
	Other (Specify)			\$ -	
	Subtotal			\$ -	Total Equipment Operating Cost
					\$ -

Supplies and Non-Amortized Equipment	Description	Quantity	Price	Total Cost	
				\$ -	
				\$ -	
				\$ -	
				\$ -	
				\$ -	
				\$ -	
				\$ -	
				\$ -	
				\$ -	
	Subtotal			\$ -	Total Supplies and Non-Amortized Equipment
					\$ -

Other Costs	Description	Quantity	Price	Total Cost	
	Subtotal		\$ -	\$ -	Total Other Cost
					\$ -

Contract Subtotal
\$ 30,462.85

Preferred Source Facilitating Entity	NYSID
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Project Information	Purchasing Agency Name	Town of Newburgh	Application Date	2/5/2019
	Contact Name	Joseph P. Donat		
	Contact Email			
	Contact Phone Number	845 569 7320		
	Contact Street Address	123 Grand Street Newburgh NY 12550		
	City, State, Zip Code	Newburgh NY 12550		
	Project Name	Code Compliance 123 Grand St., Newburgh		
	Proposed Start Date	9/1/2018-8/31/2020		

Overhead and Fees	Description	Rate %		Total Cost	
	Administrative Overhead	19.30%		\$ 4,700.45	
	Subtotal With Overhead			\$ 35,163.30	
	Preferred Source Fee	4.00%		\$ 1,242.85	
	Subtotal With Overhead and Fees			\$ 36,406.15	Overhead and Fees Total
					\$ 36,406.15

Contract Total
\$ 36,406.15

Options for Extension	Initial Contract Term (In Years)	Term			
	Options for Extensions	Term	Frequency		Annual Total
					\$ 36,406.15
	Cost Escalator (If applicable)	Description	Amount	Frequency	Monthly Total
					\$ 3,033.85



## SERVICE COST ANALYSIS SHEET

Date Prepared: March 1, 2017  
 Member Agency: Access: Support for Living  
 Contracting Agency: Newburgh Code Compliance  
 Service: Janitorial  
 Location: 123 Grand Street Newburgh NY 12550  
 Contract Term: July 1, 2017- June 30, 2018 Base Year July 1 increase  
 SQ Footage: \_\_\_\_\_  
 Number of Workers: 3  
 Number of Hours: 1.5  
 Frequency: 156

### I. LABOR

**A. DIRECT LABOR:** Annual hours employees work directly on contracts, plus other paid time (i.e. vacation, holiday or sick time).

#### DISABLED DIRECT LABOR:

Employee Hours	702.00	x	\$15.00	per hour =	\$10,530.00
Employee Hours	117.00	x	\$15.00	per hour =	\$1,755.00 (Holiday/Sick/Vacation)
Employee Hours	64.00	x	\$15.00	per hour =	\$960.00 2x stripping & waxing
Employee Hours	32.00	x	\$15.00	per hour =	\$480.00 2x carpet cleaning

a. TOTAL DISABLED LABOR  
HOURS 915.00

b. TOTAL DISABLED WAGES

13,725.00

0.47 FTEs (Total # of Disabled Full Time Equivalents [a. TOTAL DISABLED LABOR HRS/1950])

#### NON-DISABLED DIRECT LABOR

Employee Hours	0.00	x	\$15.00	per hour =	\$0.00
Employee Hours	0.00	x	\$15.00	per hour =	\$0.00 (Holiday/Sick/Vacation)

c. TOTAL NON-DISABLED  
LABOR HOURS 0.00

d. TOTAL NON-DISABLED WAGES

\$0.00

e. TOTAL DIRECT LABOR  
HOURS (a.+c.) 915.00

f. TOTAL WAGES b.+d.

\$13,725.00

0.47 Total # of Full Time Equivalents

100.00% PERCENTAGE OF DISABLED LABOR HOURS

a. (Total Disabled Labor Hours) divided by e. (Total Direct Labor Hours) = Percentage of Disabled Labor Hours

**B. INDIRECT LABOR:** Annual Supervision cost. If a supervisor performs tasks to fulfill contract specifications, those hours are considered direct labor.

#### DISABLED INDIRECT LABOR:

		\$ Amt.	
Employee Hours	x		per hour = \$0.00
Employee Hours	x		per hour = \$0.00

#### NON-DISABLED INDIRECT LABOR

Supervisor	Employee Hours	282.00	x	\$20.59	per hour =	\$5,806.38
Coordinator	Employee Hours		x		per hour =	\$0.00
	Fringes	23.06%		\$5,806.38		\$1,338.95

TOTAL INDIRECT LABOR  
HOURS 282.00

TOTAL INDIRECT WAGES

\$7,145.33

SUBTOTAL PAGE 1 - WAGES ( TOTAL DIRECT WAGES + TOTAL INDIRECT WAGES)

\$20,870.33

## II. EMPLOYEE BENEFITS

Disabled

Non-Disabled

## A. Workers Compensation

## B. Medical And Life Insurance

## C. Payroll Taxes

Fica Rate 12.39% X Disabled Payroll \$13,725.00 = \$1,700.53

Fica Rate 12.39% X Non-Disabled Payroll \$0.00 = \$0.00

## D. Non-Statutory

Hours

Hours

Article 9 Supplemental Benefits

\$5.71	399	\$2,278.29	0	\$0.00
	0	\$0.00	0	\$0.00
	0	\$0.00	0	\$0.00
\$6.15	399	\$2,453.85	0	\$0.00
	0	\$0.00	0	\$0.00
	0	\$0.00	0	\$0.00

Other Supplemental Benefits

## Total Benefits

\$6,432.67

\$0.00

\$6,432.67

## III. INSURANCE

## A. Comprehensive General Liability

## B. Comprehensive Vehicle Liability

## C. Other

## Total Insurance

\$0.00

\$0.00

\$0.00

## IV. EQUIPMENT AMORTIZATION

DESCRIPTION OF EQUIPMENT

(Original Cost Minus Salvage Value) divided by # of years of useful life = Prorated Annual Amount

DESCRIPTION OF EQUIPMENT	Original Cost	Useful Life/Yrs	Prorated Annual \$
Equipment - please see attached	\$1,758.00	1.00	\$1,758.00
Access Supports for living will supply all major & minor equipment			

## Total Equipment Amortization

\$1,758.00

## V. EQUIPMENT OPERATING COSTS

## A. Gas/Oil

0.54 per mile # of Miles \$0.00

## B. Maintenance

## C. Other

## Total Equipment Operating Costs

\$0.00

SUBTOTAL PAGES 1 &amp; 2

\$29,061.00

## VI. SUPPLIES AND NON-AMORTIZED EQUIPMENT

DESCRIPTION

Supplies - please see attached  
 Access will supply all cleaning chemicals.  
 Newburgh Clinic will supply trash bags,  
 toilet paper, paper towels, soap  
 Page 2 of 3

Total Supplies and Non-Amortized Equipment

\$0.00

VII. OTHER

DESCRIPTION

Total Other Expenses

\$0.00

Subtotal

\$29,061.00

VIII. ADMINISTRATIVE OVERHEAD

17.82%  
~~19.85%~~

\$4,700.45

SUBTOTAL

\$33,761.45

IX. NYSID 4% FEE

\$1,242.85

TOTAL COST OF CONTRACT

Annual \$35,004.30

Per month \$2,917.02

COMMENTS:

3% increase in supplies 3% increase in supervisor wage and Wage and H&W benefit adjusted per Article 9

Payroll Tax 12.39% Breakdown		Supervision Fringes 23.06% Breakdown	
Workers Comp (50652)	3.92%		3.92%
Unemployment (50651)	0.46%		0.46%
FICA	7.65%		7.65%
Disability (50655)	0.03%		0.03%
MTA	0.34%		0.34%
Life Insurance			0.08%
Long Term disability			0.20%
Health Insurance			8.00%
Dental Insurance			0.28%
Pension			2.10%

Submit this signed cost analysis via E-mail, mail or fax along with the Service Application and Renewal Form to:  
(If sent via e-mail, please fax or mail a signed copy)

Mail: New York State Industries for the Disabled, Inc.  
ATTN: Contract Administration  
11 Columbia Circle Drive  
Albany, NY 12203-5156

E-Mail [administrator@nysid.org](mailto:administrator@nysid.org)

Fax: 518-463-9708

Phone: 518-463-9706

Authorized Signature: Hector Colon

Printed Name: \_\_\_\_\_

Job Title: \_\_\_\_\_

Date: 7/20/17

Reviewed and Submitted by: [Signature] NYSID Representative

RESOLUTION NO. 190 - 2014

OF

AUGUST 11, 2014

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT  
WITH THE NEW YORK STATE INDUSTRIES FOR THE DISABLED, INC.  
TO PROVIDE CUSTODIAL SERVICES FOR CITY OWNED BUILDINGS  
LOCATED AT 55 BROADWAY AND 123 GRAND STREET  
AT A COST OF \$101,887.35

WHEREAS, the New York State Industries for the Disabled, Inc. ("NYSID") has submitted a proposal in connection with custodial services to be provided for City owned buildings located at 55 Broadway and 123 Grand Street; and

WHEREAS, such custodial services shall be provided by NYSID Member Agency Occupations; and

WHEREAS, the proposal provides for a one year contract at an annual cost of One Hundred One Thousand Eight Hundred Eighty Seven and 35/100 (~~\$101,887.35~~) Dollars with two annual renewal options with a CPI adjustment; and

WHEREAS, such funding shall be derived from Public Safety Building and Grand Street Courthouse - Other Services, ~~A.3399.0448~~ and ~~A.1120.0448~~, respectively; and

WHEREAS, this Council has reviewed the attached proposal and has determined that executing a contract under the terms and conditions set forth therein 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 execute the attached contract entitled "Request for Price Concurrence" with the New York State Industries for the Disabled, Inc. to provide custodial services for City-owned buildings located at 55 Broadway and 123 Grand Street at an annual cost of One Hundred One Thousand Eight Hundred Eighty Seven and 35/100 (~~\$101,887.35~~) Dollars.

I, Lorene Vittek, 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 12/11/14  
and that it is a true and correct copy of such original.

Witness my hand and seal of the City of  
Newburgh this 12 day of Aug, 20 14

City Clerk

RESOLUTION NO.: \_\_\_\_\_ - 2019

OF

FEBRUARY 25, 2019

**A RESOLUTION AUTHORIZING THE INTERIM CITY MANAGER TO APPLY FOR  
AND ACCEPT IF AWARDED A GRANT FROM  
THE OFFICE OF THE NEW YORK STATE ATTORNEY GENERAL THROUGH  
LOCAL INITIATIVES SUPPORT CORPORATION  
ZOMBIE AND VACANT PROPERTIES REMEDIATION AND PREVENTION  
INITIATIVE ROUND 2 IN AN AMOUNT NOT TO EXCEED \$200,000.00  
TO RETAIN THE NEIGHBORHOOD STABILIZATION COORDINATOR POSITION  
AND TO TRAIN THE CODE ENFORCEMENT STAFF**

**WHEREAS**, by Resolution No. 240-2016 of September 12, 2016, the City Council of the City of Newburgh authorized the City Manager to apply for and accept if awarded a grant from the Office of the New York State Attorney General through Local Initiatives Support Corporation (“LISC”) in an amount not to exceed \$149,262.98 for the purpose of hiring two full-time Code Enforcement Officers; and

**WHEREAS**, the City of Newburgh was invited to apply for a LISC Zombie and Vacant Properties Remediation and Prevention Initiative Round 2 grant in an amount not to exceed \$200,000.00; and

**WHEREAS**, the City of Newburgh intends to use such grant funding to retain the Neighborhood Stabilization Coordinator position, provide training to the Code Enforcement staff, and if funding is sufficient, to hire and train Code Enforcement Technicians, all of which will focus on the management of the City’s severely distressed vacant properties, including but not limited to zombie properties, distressed occupied properties, foreclosure prevention and tenant advocacy with regard to code violations; and

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

**NOW, THEREFORE, BE IT RESOLVED**, by the Council of the City of Newburgh, New York that the Interim City Manager be and he is hereby authorized to apply for and accept if awarded a grant from the Office of the New York State Attorney General through Local Initiatives Support Corporation Zombie and Vacant Properties Remediation and Prevention Initiative Round 2 in an amount not to exceed \$200,000.00; and that the Interim City Manager is authorized to execute all such documentation and take such further actions as may be appropriate and necessary to accept such grant and administer the programs funded thereby.



Local Initiatives Support Corporation

"Zombie" and Vacant Properties  
Remediation and Prevention Initiative – ROUND 2  
Also called "ZOMBIES 2.0"

Request for Applications

January 26, 2019

ZOMBIES 2.0  
REQUEST FOR APPLICATIONS (“RFA”)

RFA Issue Date: Saturday, January 26, 2019

Phone Meetings: Tuesday, February 5, 2019 at 11 AM

Thursday, February 21, 2019 at 2PM

Application Due: **Friday, March 8, 2019 by 4 PM**

Notice of Awards: April 12, 2019 (Projected date.)

LISC reserves the right to extend the application deadline. If it is extended, LISC will inform you via e-mail.

Applications are by Invitation. Municipalities were invited to apply based on the scale and severity of their “zombie” and other vacant one-to-four family house problem and other criteria discussed in this RFA.

Application Logistics: All application materials must be submitted in Microsoft Word and Excel or similar formats (with the option to also provide in PDF), and uploaded to LISC’s BOX. Applicants must also preregister for an individualized BOX.com folder on or before February 27, 2019 by sending an e-mail to Helene Caloir at [nyshousingfund@lisc.org](mailto:nyshousingfund@lisc.org) with a copy to Tarra Laurent at [TLaurent@lisc.org](mailto:TLaurent@lisc.org) the names and e-mail addresses of up to two contacts for each applicant Municipality.

Hand delivered and faxed applications will not be accepted.

## **INFORMATION ABOUT THE REQUEST FOR APPLICATIONS**

### **A. Background: New York State Abandoned Property Neighborhood Relief Act of 2016**

As part of the 2016 Legislative Session, New York enacted legislation to address the adverse effects of vacant one-to-four family houses, whose owners were in default on their mortgages or in some stage of the foreclosure process, often referred to as “zombie” properties. The law, known as the New York State Abandoned Property Neighborhood Relief Act of 2016 (the “Zombie Law”), requires banks and other mortgagees to externally maintain vacant one-to-four family houses while loans are delinquent and during the foreclosure process. Banks face a potential penalty of up to \$500 per day per property for failing to maintain these houses. The law also establishes an electronic registry of vacant properties encumbered by mortgages, maintained by the New York State Department of Finance (DFS), to enable New York State and local governments to identify and hold accountable those banks or other mortgagees responsible for property maintenance.

The enactment of the Zombie Law gave New York cities, towns and villages a powerful tool to address the problem of zombies in their jurisdictions because, for the first time, they could hold lienholders accountable to repair and maintain the exterior of vacant houses. Before enactment of this law, existing state and local code enforcement laws generally obligated solely the owners to maintain properties; so the Zombie Law was a significant change.<sup>1</sup>

### **B. Prior Grant Making – Round 1: “Zombie” and Vacant Properties Remediation and Prevention Initiative (the “Zombie Grants”)**

Also in 2016, funds became available through settlements between the Office of the New York Attorney General and certain financial institutions that included consumer relief obligations such as the provision of grant funds for housing initiatives in New York State including initiatives to strengthen code enforcement and housing quality improvement. The combination of these new funding streams and the enactment of the Zombie Law enabled the creation of the first “Zombie” and Vacant Properties Remediation and Prevention Initiative, also known as “Zombie Grants”.<sup>2</sup> Through Round 1 of the Zombie Grants program, LISC awarded \$12.6 million in grants to 76 New York municipal corporations: cities, towns and villages with significant numbers of zombie and vacant properties, challenging them to develop new processes or tools to tackle the various problems created by vacant and abandoned properties. This funding enabled local governments to improve their code enforcement practices by providing municipalities with additional tools

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<sup>1</sup> Unless specified otherwise, the use of ‘code enforcement’ in this RFA means housing and building code enforcement on existing structures and properties.

<sup>2</sup> For purposes of this RFA, a ‘zombie property’ is an unoccupied 1-4 unit residential property encumbered with a mortgage that is delinquent, or delinquent and in the foreclosure process, and which the owner has physically vacated. A ‘vacant property’ is an unoccupied residential property.



and resources. Because the most effective way to address zombie properties is to prevent mortgage foreclosure in the first place, a portion of the grant was allocated to connecting at-risk homeowners to foreclosure prevention resources.<sup>3</sup> Some of the most impactful results of the Zombie Grant program include:

- ***Improved data collection and analysis:*** Communities cataloged vacant properties and broke down data silos across departments to better understand their inventory of vacants and neighborhood trends as well as to prioritize the worst problem properties for code enforcement activities, and even predict potential zombies and vacant properties before they are abandoned.
- ***Deployed new technology:*** Communities obtained new or upgraded technology to more efficiently and effectively collect, analyze and share both parcel and market data to help drive decisions and inform the most appropriate strategies.
- ***Restructured internal organization and operations to maximize impact:*** Municipalities designated a single staff person, often with direct authority from the Executive Office, to “own” the zombie and vacants issue in their municipality. These “Zombie Coordinators”, functioned as quarterbacks, led and supervised inter-departmental task forces, identified new opportunities for departments to coordinate activities and resources, and implemented reforms to data collection practices and policies in support of more comprehensive approaches to vacant and abandoned properties.
- ***Boosted capacity of code enforcement and legal departments:*** Communities added code enforcement and legal staff to enhance data collection and enforcement efforts, as well as to pilot new tools and programs such as commencing Article 19A proceedings and Zombie Law actions, and adopting vacant property registration ordinances. Legal staff conducted title searches to identify lienholders or owners who abandoned their property upon receiving a foreclosure notice in order to compel maintenance, collect taxes and fines and pursue legal remedies.
- ***Connected at-risk homeowners to foreclosure prevention resources:*** All communities committed a portion of their grant for outreach activities including town halls, mailings, public service announcements and other actions to reach homeowners in danger of losing their houses to mortgage and property tax foreclosure.

The first round of the Zombie Grants provided local governments the opportunity to learn about their zombie and vacant houses and explore ways to reduce the number and adverse effects of these properties on communities. Providing a platform for information sharing across municipalities also helped develop best practices. The second round of Zombie Grants will give existing grantees additional resources to continue to inventory and assess problem properties and to adopt best practices to enhance their code enforcement strategies. It will also enable new

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<sup>3</sup> At-risk homeowners are occupying their homes whereas zombies and vacant properties are **unoccupied**.

grantees to develop their own strategies with the benefit of having the knowledge and relationships developed during Round 1.

**C. Zombies 2.0 Grant Purpose:**

LISC is providing \$9 million in grants through “Zombie Grants Round 2”, an invitation-only Request for Applications to municipalities to support programs addressing homeowner retention, one-to-four family housing vacancy and property distress prevention, with an emphasis on “zombie” property prevention and enforcement. This second round of funding will be directed to municipalities that have the greatest number of vacant houses, high vacants to total housing stock ratios, and a significant percentage of residents living below the federal poverty line. LISC anticipates making up to 40 grants to qualified applicants.

These resources will enable municipalities to partner with New York State to ensure continued implementation of, and compliance with, the Zombie Law. The grant will support the efforts of municipalities to prevent future “zombie houses” by connecting homeowners to foreclosure prevention programs and by providing some funding for such programs. Funding is also available to support municipalities’ programs that address issues related to housing vacancy and distress, including those dealing with vacant tax delinquent properties. The LISC Grant funds distributed pursuant to this RFA will be made available from funds administered by Enterprise Community Partners.

**D. Projects Eligible for Grant Funding:**

LISC proposes to award grants in a range of amounts depending on the scale of the municipality’s zombie and other vacant properties problem and its need defined by:

- The ratio of vacant houses to the total number of houses in the municipality;
- The size and existing capacity of the municipality; and
- The scale of residential vacancy within the municipality.

Funding awards will also be determined based on returning Zombie Grantees’ track record of using their Round 1 Zombie grant funds strategically and effectively to address the problem, and the quality of the response to this Request for Applications. The grants will be made in two (2), three (3) or four (4) disbursements over a 12-month, 18-month or 24-month period, respectively for grantees who received Round 1 grants depending on when they complete their deliverables for, and finish using, their Round 1 grant awards. Grantees awarded funds for the first time in Round 2 will receive four (4) disbursements over a 24-month period.

Uses of grant funding may include, but is not limited to:

- (1) Hiring or continuing to retain a Vacants/Zombie coordinator or “quarterback” – a position designated to focus on the vacants challenge whose role includes some or all of the following responsibilities:

- Externally inspect and assess known and suspected zombies and vacants (unless there is a designated code enforcement officer or multiple officers regularly conducting such inspections).
  - Conduct research about suspected vacants and zombies to verify vacancy, property ownership, lien history, and current ownership/liens.
  - Organize and staff internal or internal/external vacant task forces to prioritize problem vacants and develop multi-departmental and/or community-based strategies for addressing these properties.
  - Updating local database, with data from multiple sources, to track vacant properties.
  - Research, identify, and apply for resources at the local, state, and federal level to support the municipality's multi-faceted approach to individual problem properties or vacancy more generally.
  - Meet with and educate municipal administration officials, legislators and municipal leaders to raise the visibility of the issue within the municipality and obtain political support and, where possible, resources for the vacants work.
  - Serve as an ambassador to the community to educate them about the municipality's approach to vacant and abandoned properties and to engage, and partner with neighborhood groups and residents in this work.
- (2) Funding code enforcement or other positions to assess vacants and place violations, as appropriate, expand capacity to enforce the Zombie Law and use other strategies and laws, as applicable, to address other vacants.
- (3) Funding legal positions or outside counsel to:
- Enforce the Zombie Law and other relevant laws specific to housing and building codes in court and before administrative agencies.
  - Conduct title and other research in order to craft the most effective legal strategies to hold owners and lienholders accountable or free up properties for repurposing.
  - Restore out-of-possession homeowners to their homes or assist them with short selling their homes or providing deeds in lieu of foreclosure.
  - Research and troubleshoot "probate" or "heir" properties defined as vacant properties where the owner has died and left no will or the will has not been probated.
- (4) Funding any of the above referenced positions to work with banks/servicers to resolve issues with lienied vacant houses requiring external repairs or demolition.

- (5) Partnering with the New York State Department of Financial Services to have greater Zombie Law enforcement impact including providing data to DFS about failure to maintain zombies.
- (6) Obtaining new technology and systems or upgrading existing technology such as hardware or software and services such as BuildingBlocks licenses (other than for CitiesRISE phase 2 grantees), Loveland licenses or those of other similar vendors in order to more effectively aggregate and analyze property data, coordinate public and private resources and understand and address the collective impact of vacants on neighborhoods.
- (7) Providing seed money for revolving funds to pay for repairs mandated by the Zombie Law so long as there are effective tools and practices in place to result in either full recovery of the funds or public acquisition of the property.
- (8) Continuing to identify, inventory and assess vacant properties with data collected to develop and implement strategies for addressing these properties.
- (9) In jurisdictions where there is a NYS certified land bank, community land trust or affordable housing developers, partnering with these entities to maximize the repurposing of vacants and, when partnering, crafting the plans to do so including how the municipality will avail itself of their resources and tools, to address vacants.
- (10) Leveraging other partners and funding resources from private, public, nonprofit and philanthropic sectors to repurpose vacant and abandoned properties.
- (11) Developing and adopting policy and legislative best practices to prevent vacant housing and, when vacant, to place it into the hands of responsible new owners who will repurpose it quickly and competently.

**Some grant funds must be used** to more substantially and effectively incorporate **equity** into the analysis of which vacants to target and why. This includes how rehabilitated vacants will be sold/rented in a manner that promotes equity, e.g. looking at which groups of people benefit from the vacants work in addition to looking at which neighborhoods benefit.

As stated above, proposals may vary from the list of eligible activities above, but applicants must submit a narrative describing the proposed initiative that details how it will have an impact on zombies and other vacant houses within the municipality.

## E. Eligibility

Eligible applicants are cities, towns or villages defined as Municipal Corporations in the New York State General Construction Law Section 66 (2) and invited to apply in response to this RFA. Criteria for inviting applicants include factors such as zombie and vacant house rates and such rates as a percentage of all housing stock, foreclosure rates, population size, number and percentage of residents living at or below the poverty line, and the municipalities' demonstrated commitment to preventing and remedying the zombie and abandoned properties problem.

In cases where a municipal jurisdiction that has been invited to apply under this RFA also has a smaller unit of local government within its boundaries, and that smaller unit of local government has its own code enforcement department and legal staff, LISC has requested those entities jointly apply for funds under this RFA. Please note that joint applicants should submit one application; however, joint applicants do not need to have the same proposal or work plan.

Applicants in **rural areas**, and in **less populated counties with small cities and towns within them**, are encouraged to apply jointly and to involve their county or multiple small counties that are comfortable working together. Working collectively with an affordable housing or legal nonprofit is also an option. For Joint Applications each applicant municipality will submit its own application but within the application designate how much of the grant will be administered collectively, by which entity and for what purposes. Some examples are for multiple municipalities to designate a portion of their proposed grant to hire a countywide code enforcement officer whose role will be to work solely on zombies and vacants throughout the county. An attorney or zombie coordinator/quarterback could also be hired to cover a broader area than one municipality.

Applicants should have a demonstrated capacity to carry out the activities and projects included in this application and must have dedicated staff who will be responsible for executing the goals set forth in the application.

Municipalities with fewer than 10,000 residents must have at least 100 vacant one-to-four family houses to be eligible. For larger municipalities the ratio of vacant houses to the total number of houses will be the significant indicator of the extent of the vacants problem.

## F. Awards, Disbursement and Grantee Obligations

LISC will monitor the use of funds and require the Grantees to report quarterly on their use of funds, outputs and outcomes. Disbursement decisions will be made every six months and funds disbursed if grantees are making reasonable progress on their workplans and on their use of funds. LISC will hold back \$10,000 from the final disbursement pending receipt of a final report delineating the outcomes achieved, lessons learned and effectiveness of their chosen strategies. Due to the number of potential awards under this RFA, this is an important opportunity to track the impact and efficacy of a wide variety of methods for effectively preventing and combating

zombies and vacants. Reporting requirements will be more specifically delineated in a Grant Award letter.

#### **G. Pre-Application Conference**

LISC will answer questions on two Pre-Application Conference Calls: on **February 5, 2019 at 11 AM** and **February 21, 2019 at 2 PM**. Please e-mail Tarra Laurent at [tlaurent@lisc.org](mailto:tlaurent@lisc.org) and copy Helene Caloir at [hcaloir@lisc.org](mailto:hcaloir@lisc.org) for call access information and to RSVP for the calls. Please also e-mail both of us with questions at least two business days beforehand so we can share the questions and have more thorough answers ready for the Conference Call.

#### **H. Additional Questions and Answers**

Feel free to e-mail Helene Caloir ([hcaloir@lisc.org](mailto:hcaloir@lisc.org)) with a copy to Tarra Laurent ([tlaurent@lisc.org](mailto:tlaurent@lisc.org)) with any questions you may have about the application. Please do not call us.

#### **I. Additional Information**

LISC reserves the right to:

- Not consider any application that does not adhere to the requirements of this RFA;
- Contact and communicate with a municipality to clarify what is contained in its application.

## GRANT APPLICATION

<b>Legal Name of Municipal Corporation:</b>	
<b>Type of Municipal Corporation:</b>	<input type="checkbox"/> Town <input type="checkbox"/> City <input type="checkbox"/> Village
<b>In which county are you located?</b>	
<b>Population (2010 US Census estimate):</b>	
<b>Total number of one-to-four family residential properties:</b>	
<b>Number of “zombie” and/or vacant one-to-four family residential properties:</b>	
<b>How does your municipality track these numbers, and especially the zombies and vacants?</b>	
<b>Sources and dates of above property information:</b>	
<b>Number of residents living below the federal poverty line:</b>	
<b>Percentage of residents living below the federal poverty line:</b>	
<b>Number of full time code enforcement officers employed by the municipality:</b>	
<b>Number of full time code enforcement officers working full-time primarily on zombies and vacants issues, if any.</b>	
<b>Municipal Corporation’s 2018 annual budget:</b>	\$
<b>Requested Grant Amount:</b>	

	<b>Point Person To Be Responsible for the Grant</b>	<b>Back-up Point Person To Be Responsible for the Grant</b>
<b>Name:</b>		
<b>Title:</b>		
<b>Agency/Office:</b>		
<b>Address:</b>		
<b>City, ZIP:</b>		
<b>Phone Number:</b>		
<b>Cell phone #:</b>		
<b>Email Address:</b>		

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<b>Summary of Key Proposed Activities (200 word maximum - can be in bullet point form):</b>
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**NARRATIVE QUESTIONS:**

In selecting Grantees, LISC will give weight to the following criteria and other factors:

(1) Extent of Zombie/Vacant One-to-Four Family House Problem and Neighborhoods Most Affected, (2) How did you use your Round 1 Zombie Grant (3) Program/Project Proposal, (4) Capacity to Implement Program/Project, (5) Other Municipal Resources to be Allocated to Program/Project, (6) How Grant Funds Would Be Used: Budget, Work Plan and Timeline, (7) Joint Application, (8) Obstacles and Strategies and (9) Expected Outcomes. The other factors include, but are not limited to, (a) the municipality's population, (b) the number of zombies/vacant properties in the municipality, (c) the percentage of vacant houses compared to the number of houses and (d) the overall economic distress level of the municipality.

Applications must demonstrate that resources requested to increase code enforcement and legal capacity and all grant funds will be used in a manner such that questions about legal occupancy of people other than owners and tenants will be treated with sensitivity and careful due diligence will be employed. Applicant **must** detail the strategies it will use to avoid unintended consequences for vulnerable New Yorkers, including resource restricted homeowners, family members who live with them, elderly occupants, those with physical and mental health challenges, and victims of housing scams.



(1) Extent of Zombie/Vacant One-to-Four Family House Problem and Neighborhoods Most Affected – not to exceed 500 words.

- a. If you are a Zombie Grant Round 1 recipient: [If this is your first zombie grant application answer these questions as well as you can, if applicable.]
  - i. How many zombies (vacants with liens) have you inventoried in your municipality?
  - ii. How many other residential vacants have you inventoried in your municipality?
  - iii. What sources of data have you used to locate them?
  - iv. Did you employ a “Windshield Survey” (driving or walking up and down each street to observe highly distressed and apparently vacant residences.)? If yes, describe:
  - v. Describe your database: how many municipal employees use it at least once a month? Is it shared among multiple departments? If yes, which ones? Which departments input data into the database? How often is the data updated? Are you using BuildingBlocks © (Tolemi) or Loveland or another similar platform?
- b. What are the geographic patterns of your vacants e.g. are they dispersed throughout your municipality or are they concentrated in particular neighborhoods or a combination? Which neighborhoods are affected if there are particular neighborhoods affected? Do you have particular houses, blocks or neighborhoods you will be focusing on?
- c. If you have mapped your municipality’s vacants using GIS, BuildingBlocks or another platform or software, please provide a copy and a legend.

(2) How did you use your Round 1 Zombie Grant? – not to exceed 1200 words. (To be answered by Round 1 Zombie Grant Recipients only. Feel free to respond in bullet form.) Briefly describe the components of your existing program and the outputs and outcomes: e.g. We held three information sessions about foreclosure prevention partnering with a HOPP provider (as an output) and three at-risk homeowners at the sessions called the HOPP provider for individual counseling (as an outcome).

- a. DATA MANAGEMENT AND ANALYSIS
  - Do you regularly pull the list of zombies from the New York State Department of Financial Services Registry? How do you use this list? Do you contact banks,

servicers and maintenance companies to attempt to obtain compliance with the Zombie Law? What are your procedures to obtain compliance?

- Did you complete a windshield survey (walking and driving all streets to locate vacants and highly distressed properties at high risk of becoming vacants) or municipal wide housing survey? If yes, how are you using the results?
- What other sources of data are you using to identify vacant and abandoned properties and at-risk homeowners?

b. NEW TECHNOLOGIES

- Did you buy technology with your Round 1 funding? If yes, what did you purchase? Which departments use it?
- Did you upgrade, replace or buy, for the first time, code enforcement software? What impact, if any, is this technology having? How has it affected your municipality's ability to track vacants?
- Did you buy, or obtains through the CitiesRISE program, a BuildingBlocks (Tolemi), Loveland or other similar license? What impact is this having?

c. ORGANIZATIONAL REFORMS

- Did you hire or designate a zombie coordinator/quarterback? What impact did this staff person have on the work?
- Did you establish and run an interdepartmental task force? What impact is this task force having on the work?

d. CODE ENFORCEMENT CAPACITY

- Did you add additional code enforcement staff? If yes, in what specific ways did the extra staff increase your municipality's capacity to locate, inventory and assess zombies and vacants?

e. LEGAL CAPACITY

- Did you add legal capacity?
- If yes, in what specific ways did the extra staff increase your municipality's capacity to prosecute violations of the Zombie Law, bring Article 19-A (abandonment) actions and otherwise take legal steps to improve housing quality and hold accountable those parties responsible for maintenance of zombies and vacants?
- Did they research and obtain contact information for responsible parties?

f. POLICY AND LEGISLATIVE CHANGES

- Did you change laws, ordinances and policies to enable your municipality to manage vacants more effectively? If yes, what did you change and why? What are the results of the change?

g. OUTREACH

- How did you connect at-risk homeowners to foreclosure prevention resources? What were your outputs and what were your outcomes? If you worked with HOPP or other nonprofit partners, what did they do for your municipality? What was the impact?
- Did you develop new outreach or community engagement strategies to inform the community about the zombies and vacants work? Did you add vacant and abandoned property information to your website?

h. CONSULTANTS

- If you retained consultants or nonprofits to assist you with the work, who did you retain? What was their role? What outputs and outcomes did they create?

i. INNOVATIONS

- What other projects, if any, did you undertake with Round 1 Zombie Grants? What were your results?

- j. Have you completed your work plan and finished using your Round 1 Zombie Grant? If not, what deliverables are outstanding, how much of the funds remain and how long will you need to complete the work? If awarded, when will you be ready to begin a Round 2 Zombie Grant: January 2020 (an 18-month grant) or July 2020 ( a 12-month grant)

(3) Program/Project Proposal – not to exceed 1500 words.

In this section, describe how you propose to use grant funding to prevent and remediate zombie and vacant properties. *Proposed projects and activities may include, but are not be limited to, one or more of the eligible uses listed on pages 5-7 of this Request for Applications.* Be sure to specify how the proposed activities will address the problems presented by zombie properties and vacant properties in the subject municipality. What steps would you take and what resources would you deploy to undertake the proposed activities? Explain how these activities are part of a broader revitalization plan if you have one. If your municipality was awarded a Round 1 Zombie grant, explain how this program or project proposal builds on existing initiatives. **These choices are merely included as a guide; we welcome new and innovative initiatives for addressing this problem.**

- a. **Better understanding the inventory of problem properties is a critical first step to developing a comprehensive approach to vacancy and abandonment.** *How will your*

*program or project proposal result in a better understanding of the inventory of problem properties?*

**b. Assigning a dedicated staff member who reports directly to local executive leadership to help improve inter-departmental coordination and align resources and tools is a common element among those municipalities that are achieving greater impact.** *How will your program or project proposal foster improved departmental coordination and communication and will it include hiring and/or assigning a quarterback for the duration of the grant period?*

**c. Dedicating resources to boost the capacity of code enforcement and legal departments can result in a more effective and efficient approach to obtaining the maintenance of, and reducing the number of, vacant and abandoned properties.** *Does your proposal boost the capacity of code enforcement and legal departments, and if so, what activities will be undertaken with the added capacity? What are the expected outcomes?*

**d. Innovative partnerships and cross-sector collaborations with strong involvement from neighborhood groups and leaders, particularly those most impacted by vacant and abandoned properties, is an optimal approach to addressing them.** *How will your project engage partners from the private, public, philanthropic and nonprofit sectors, and what specific roles do you expect some of these partners to play? How will you meaningfully engage resident groups and leaders?*

**e. A comprehensive approach to vacant and abandoned properties must include a plan for the public acquisition and temporary holding of *at least some* problem properties, as well as a strategy to dispose of those properties to responsible owners in a way that supports community goals and neighborhood priorities.** *Do you anticipate temporarily acquiring and holding zombies or vacants, or working with a local land bank, community land trust or affordable housing partner to acquire and hold, for which enforcement efforts could not achieve compliance? If so, what are your maintenance and disposition strategies or strategies for working with these partners?*

**f. In order to begin to reverse the adverse effects of redlining and successfully build more inclusive neighborhoods of opportunity, tackling vacant and abandoned properties must prioritize equity as a core principle and a desired outcome.** *What specific strategies will you include in your project to prioritize equity as a core principle, and a desired outcome?*

(4) Capacity to Implement Program/Project – not to exceed 500 words:

- a. If your municipality received a Round 1 Zombie grant, which departments or agencies carried out the activities and how were they staffed? Roughly what percentage of each position's time was allocated to the activities?
- b. If you receive a Round 2 Zombie grant, which departments or agencies will carry out the activities and how will they be staffed? What percentage of each listed position's time will be allocated to the activities?

(5) Other Municipal Resources to be Allocated to Program/Project - not to exceed 250 words.

- a. What specific financial and in-kind Municipal resources would you use, in addition to the Grant, to carry out your Round 2 projects/activities?
- b. What external resources, if any, would you use or create to leverage the Grant funds?

(6) How Grant Funds Would Be Used With Budget, Work Plan and Timeline

Please complete the attached budget, work plan and timeline spreadsheet. *Note: The spreadsheet has Quarters 1 through 8 on it. For one-year grants, the applicant will fill out Q1-4, for 18-month grants from Q1-Q6 and for two-year grants from Q1-8. It will ask for goals, activities and outcomes, budgets for activities and personnel, and timelines divided into calendar quarters.*

(7) If you are a municipality submitting a Joint Application answer the following questions:

- a. Which municipal applicants are you partnering with? List them.
- b. Are all the municipalities located in one county or one economic development region? If yes, which one?
- c. Who are the municipalities partnering with? E.g. a nonprofit, a county, an economic development region entity.
- d. What will your pooled portions of the grants be used for? Which municipality, other governmental entity or nonprofit will be supervising any staff hired with the pooled grant funds?

(8) Obstacles and Strategies to Overcome Them

What do you see as your biggest obstacles or challenges to implementing your plan for use of the grant and what are your strategies for overcoming them?

(9) Expected Outcomes - not to exceed 500 words.

What do you plan to accomplish with use of these Grant funds? What specific outputs and outcomes will you have at the end of the grant period? Set out your goals and outcomes for each project/activity described above. Feel free to put them in bullet form.

The nature of the deliverables will, of course, vary based on your selected projects e.g. if you select increasing the capacity of your Corporation Counsel, are there specific types of cases, investigations etc. that you would use the increased capacity for and what impact will they have on e.g. property maintenance?

## DOCUMENTATION

If selected as a grant recipient the Grant Award Letter will require execution by a duly authorized signatory of your municipality. Proof of insurance and other required documents including a final work plan and budget will be required for disbursement of the grant.

RESOLUTION NO.: \_\_\_\_\_ - 2019

OF

FEBRUARY 25, 2019

**A RESOLUTION AUTHORIZING THE INTERIM CITY MANAGER TO ENTER INTO  
AN AGREEMENT WITH ORANGE-ULSTER BOCES  
FOR THE STORAGE OF ARCHIVED MUNICIPAL RECORDS**

**WHEREAS**, by Resolution No. 271-2017 of September 25, 2017, the City Council of the City of Newburgh authorized the City Manager to enter into an agreement with Orange-Ulster BOCES, at a cost of approximately \$3,000.00 for pick-up, delivery, retrieval and storage of the City's archived municipal records; and

**WHEREAS**, wishes to renew the agreement with Orange-Ulster BOCES for another year; and

**WHEREAS**, the cost for these services is approximately \$306.00 per month and shall be derived from A.1460.0448 Records Management—Other Services; and

**WHEREAS**, this Council has determined that entering into this agreement 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 Interim City Manager be and he is hereby authorized to enter into the agreement with Orange-Ulster BOCES, in substantially the same form as annexed hereto with any other provision that Counsel may require, at a cost of \$306.00 per month for pick-up, delivery, retrieval and storage of the City's archived municipal records.

RESOLUTION NO.: 271 - 2017

OF

SEPTEMBER 25, 2017

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO  
AN AGREEMENT WITH ORANGE-ULSTER BOCES  
FOR THE STORAGE OF ARCHIVED MUNICIPAL RECORDS

WHEREAS, the City of Newburgh wishes to enter into the attached agreement with Orange-Ulster BOCES; and

WHEREAS, the agreement provides for the pick-up, delivery, retrieval and storage of the City's archived municipal records; and

WHEREAS, the annual cost for these services is approximately \$3,000.00 and shall be derived from Records Management--Other Services; and

WHEREAS, this Council has determined that entering into this agreement 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 enter into the agreement with Orange-Ulster BOCES, in substantially the same form as annexed hereto with any other provision that Counsel may require, at an annual cost of \$3,000.00 for pick-up, delivery, retrieval and storage of the City's archived municipal records.

I, Lorena Vitek, 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 9/25/17  
and that it is a true and correct copy of such original.

Witness my hand and seal of the City of  
Newburgh this 25 day of Sept, 20 17

Lorena Vitek  
City Clerk



**ADMINISTRATION**  
 William J. Hecht  
 District Superintendent/CEO  
 Deborah McBride Heppes  
 Assistant Superintendent for Finance  
 Theresa A. Reynolds  
 Assistant Superintendent for Instruction  
 Shanteen Dwyer  
 Clerk of the Board



**BOARD MEMBERS**  
 Dorothy A. Sillery, President  
 Eugenia S. Pavel, Vice-President  
 Michael Bello  
 Lawrence E. Berger  
 Martha Bogart  
 William M. Boss  
 David Eaton

## Orange-Ulster BOCES Letter of Agreement 2017-2018

Description of Service: Archival/Inactive Storage  
 Co-Ser: 643-7012-643.220

Client: City of Newburgh	Orange-Ulster BOCES (OUB)
Contact/Title: Deirdre Glenn Director of Business & Industrial Development	Contact/Title: Sheila Almond Information Processing Manager
Address/Telephone/E-mail: City Hall 83 Broadway Newburgh, NY 12550 dglenn@cityofnewburgh-ny.gov	Address/Telephone/E-mail: 4 Harriman Drive Goshen, NY 10924 845-781-4363 x 10746 Sheila.almond@ouboces.org

Orange-Ulster BOCES (OUB) will perform the services described on schedules annexed to this Agreement, either physically or by reference (each a "Schedule"), and Client will pay OUB for such services according to the rates and provisions in the Schedules. All services will be provided subject to this Agreement, which consists of this page, the Basic Terms and Conditions and Schedules.

Client:	OUB:
Print Name:	Print Name:
Signature:	Signature:
Title:	Title:
Signing Date:	Signing Date:

Phone: 845-291-0100

53 Gibson Road, Goshen, NY 10924

[www.ouboces.org](http://www.ouboces.org)

## BASIC TERMS AND CONDITIONS

(Based on terms and conditions promulgated by Professional Records & Information Services Management)

The following terms and conditions shall apply to this Agreement:

1. **Term.** The term of this Agreement shall commence on the date of Client's signature or, if later, the Effective Date set forth on the first page of this Agreement. The initial term of this Agreement shall continue for one (1) year after commencement. Upon expiration of the initial term, the term will continue with automatic renewals for additional one (1) year terms, unless written notice of non-renewal is delivered by either party to the other not less than thirty (30) days prior to the expiration date. In the event that OUB continues to hold Deposits (which are defined as inactive paper records in labeled cubic foot boxes or transfiles) after the expiration or termination of this Agreement, the terms of this Agreement shall continue to apply until all Deposits have been removed from OUB facility, except that OUB may adjust rates upon thirty (30) days' written notice.
2. **Charges.** Rates and charges shall be as specified in the Pricing Schedule (Schedule A) and/or other Schedules. Rates and charges for storage and services shall remain fixed for the first year of this Agreement, and may thereafter be changed at any time by OUB upon thirty (30) days' written notice.
3. **Storage Volume.** Client acknowledges that the rates and charges on Schedule A have been offered by OUB on the basis of Client's agreement to maintain its storage levels with OUB at no less than eighty percent (80%) of the storage levels maintained by Client during the immediately preceding three (3) month period, excluding any Deposits destroyed by OUB at Client's request.
4. **Client Instructions.** Client warrants that it is the owner or legal custodian of the Deposits and has full authority to store the Deposits, and direct their disposition in accordance with their Agreement. OUB will perform services pursuant to the reasonable direction of Client's agent(s) identified pursuant to OUB standards. Authority granted to any persons on standard authorization forms shall constitute Client's representation that the identified persons have full authority to order any service, including disposal or removal of Deposits. Such orders may be given in person, by telephone, or in writing (fax, email, or hard-copy). Client releases OUB from all losses, damages and liability by reason of the destruction of materials pursuant to Client's authorization.
5. **Operational Procedures.** Client shall comply with OUB reasonable operational requirements, as modified from time to time, regarding cartons, carton integrity, delivery/pickup/account closing volumes, preparation for pickup, security, secure shredding protocols, access and similar matters. Extraordinary volume requests (defined as 125% of the average volume over the immediately preceding three month period) may involve additional costs, such as overtime, which Client will pay at OUB overtime rates, provided Client consents to such costs in advance.

6. **Force Majeure.** Neither party shall be liable for delay or inability to perform caused by acts of God, governmental actions, labor unrest, acts of terrorism, riots, unusual traffic delays, or other causes beyond its reasonable control.
7. **Governmental Orders.** OUB is authorized to comply with any subpoena or similar order related to the Deposits, at Client's expense, provided that OUB notifies Client promptly upon receipt thereof, unless such notice is prohibited by law. OUB will cooperate with Client's efforts to quash or limit any subpoena, at Client's expense.
8. **Confidentiality.** "Confidential Information" means any information (i) contained in the Deposits, (ii) concerning or relating to the property, business and affairs of the party disclosing such information that is furnished to the receiving party, and (iii) regarding this Agreement, its Schedules, and OUB processes and procedures; except for information that was previously known to the receiving party free of any obligation to keep it confidential, is subsequently made public by the disclosing party or is disclosed by a third party having a legal right to make such disclosure. Confidential Information shall be used only in the manner contemplated by this Agreement and shall not be intentionally disclosed to third parties without the disclosing party's written consent. OUB shall not implement and maintain reasonable safeguards designed to protect Client's Confidential Information.
9. **Limitation of Liability.**
  - a. **Liability for Loss or Damage to Deposits.** OUB shall not be liable for any loss or destruction of, or damage to, Deposits, including costs resulting from a loss of a Deposit constituting a breach of data security or confidentiality, unless such loss or damage resulted from OUB negligence. If liable, the amount of OUB liability is limited as provided on the first page hereof. Deposits are not insured by OUB against loss or damage, however caused. Client may insure Deposits through third-party insurers for any amount. Client shall cause its insurers of Deposits to waive any right of subrogation against OUB. If Deposits are placed in the custody of a third-party carrier for transportation, the carrier shall be solely responsible for any loss or destruction of, or damage to, such Deposits while in the custody of the carrier.
  - b. **Liability for Non-Storage Services.** With respect to services not related to the storage of Deposits, OUB shall not be liable for any loss or default unless such loss or default is due to the negligence of OUB. If liable, the amount of OUB liability is limited as provided on the first page hereof. OUB shall not be liable for the loss of contents of shredding bins unless and until the contents are in the custody and control of OUB.
  - c. **No Consequential Damages.** In no event shall either party be liable for any consequential, incidental, special or punitive damages, or for the loss of profits or loss of data, regardless of whether an action is brought in tort, contract or under any other theory.

10. **ITAR/EAR Compliance.** Client represents that none of the Deposits stored by OUB pursuant to this Agreement require protection from access by foreign persons because they contain technical information regarding defense articles or defense services within the meaning of the International Traffic in Arms Regulations (22 CFR 120) or technical data within the meaning of the Export Administration Regulations (15 CFR 730-774). If any of Client's Deposits do contain such information, Client shall notify OUB of the specific Deposits that contain such information and acknowledges that special storage and service rates shall apply thereto.
11. **Non-Custodial Status.** Unless OUB shall have explicitly agreed in writing, OUB performance of services shall not cause OUB to be deemed a "custodian" of the records or "designee" of Client under state or federal law with respect to such records.
12. **Notice of Loss.** When Deposits have been lost, damaged, or destroyed, OUB shall, upon confirmation of the event, report the matter in writing to the Client.
13. **Client Default.** If Client fails to pay OUB charges (other than disputed charges) within sixty (60) days after the date of an invoice, OUB may suspend service. If Client fails to pay OUB charges (other than disputed charges) for six (6) months or longer, OUB may securely destroy Deposits, provided OUB shall have provided ninety (90) days' written notice to Client. Client shall pay OUB standard price for such secure destruction. A final notice will be sent to Client ten (10) days prior to secure destruction of the Deposits. OUB shall have other rights and remedies as may be provided by law. In the event OUB takes any actions pursuant to this Section, it shall have no liability to Client or anyone claiming by or through Client.
14. **Termination.** Either party may terminate this Agreement upon written notice to the other party in the event that the other party shall have breached any of its material obligations hereunder and shall not have cured such default within thirty (30) days after written notice of such default, subject to the fees set forth in the applicable Schedule(s).
15. **Safe materials and Premises.** Client shall not store with OUB or place in shredding bins any material that is highly flammable, may attract vermin or insects, or is otherwise dangerous or unsafe to store or handle, or any material that is regulated by federal or state law or regulation relating to the environment or hazardous materials. Client shall not store negotiable instruments, jewelry, check stock or other items that have intrinsic value. Client warrants that it shall only place paper-based materials in the shredding bins. Client shall reimburse OUB for damage to equipment or injury to personnel resulting from Client's breach of this warranty.
16. **Purchase Orders.** OUB will accept the P.O. in advance for yearly service.
17. **Miscellaneous.** Client will box documents in cubic foot cartons and label appropriately prior to being picked up by the OUB Records Management Specialists. The content index will be included with the prepared boxes for transportation. The Client will provide the labor for loading the documents into the transport vehicle.

## Schedule A

### Orange Ulster BOCES Cost for Standard Services

DESCRIPTION	COST
Climate Controlled Storage	\$ 3.00 per cubic foot carton per month
Verify Client Created Content List	\$ 0.00 (included in cubic foot storage cost)
OUB Records Management Specialist time for retrieval, refile, emailed documents per request	\$41.00 per hour (one hour minimum)
Client Approved Document Destruction (Shredding) with certificate provided to client	\$50.00 per bin (8 cubic feet per bin)

### Orange-Ulster BOCES Cost for Premium Services

DESCRIPTION	COST
OUB Transit Time for pickup & delivery (from OUB and back to OUB)	\$41.00 per hour (one hour minimum)
Mileage - pickup and delivery from OUB back to OUB (Rate is IRS 2015 Standard Mileage Rate for Business)	\$ .535 per mile (rate 2017)
Tolls if applicable	(current NY State Toll fee)
OUB Verification of Contents against Client Content List upon arrival at OUB and report back to client	\$41.00 per hour each OUB Records Management Specialist
OUB Packing and Indexing Contents	\$41.00 per hour each OUB Records Management Specialist

ADMINISTRATION  
**William J. Hecht**  
 District Superintendent/CEO  
**Deborah McBride Heppes**  
 Assistant Superintendent for Finance  
**Theresa A. Reynolds**  
 Assistant Superintendent for Instruction  
**Sharleen Depew**  
 Clerk of the Board



BOARD MEMBERS  
**Dorothy A. Slattery**, President  
**Eugenia S. Pavak**, Vice-President  
**Michael Bello**  
**Lawrence E. Berger**  
**Martha Bogart**  
**William M. Boss**  
**David Eaton**

## Orange-Ulster BOCES Letter of Agreement 2018-2019

### Description of Service: Archival/Inactive Storage Co-Ser: 643-7012-643.220

<b>Client:</b> City of Newburgh	<b>Orange-Ulster BOCES (OUB)</b>
<b>Contact/Title:</b> Deirdre Glenn Director of Business & Industrial Development	<b>Contact/Title:</b> Sheila Almond Information Processing Manager
<b>Address/Telephone/E-mail:</b> City Hall 83 Broadway Newburgh, NY 12550 dglenn@cityofnewburgh-ny.gov	<b>Address/Telephone/E-mail:</b> 4 Harriman Drive Goshen, NY 10924 845-781-4363 x 10746 Sheila.almond@ouboces.org

Orange-Ulster BOCES (OUB) will perform the services described on schedules annexed to this Agreement, either physically or by reference (each a "Schedule"), and Client will pay OUB for such services according to the rates and provisions in the Schedules. All services will be provided subject to this Agreement, which consists of this page, the Basic Terms and Conditions and Schedules.

<b>Client:</b>	<b>OUB:</b>
<b>Print Name:</b>	<b>Print Name:</b> Deborah McBride Heppes
<b>Signature:</b>	<b>Signature:</b> <i>Deborah Heppes</i>
<b>Title:</b>	<b>Title:</b> Asst. Supt for Finance
<b>Signing Date:</b>	<b>Signing Date:</b> 6/18/18

## BASIC TERMS AND CONDITIONS

(Based on terms and conditions promulgated by Professional Records & Information Services Management)

**The following terms and conditions shall apply to this Agreement:**

1. **Term.** The term of this Agreement shall commence on the date of Client's signature or, if later, the Effective Date set forth on the first page of this Agreement. The initial term of this Agreement shall continue for one (1) year after commencement. Upon expiration of the initial term, the term will continue with automatic renewals for additional one (1) year terms, unless written notice of non-renewal is delivered by either party to the other not less than thirty (30) days prior to the expiration date. In the event that OUB continues to hold Deposits (which are defined as inactive paper records in labeled cubic foot boxes or transfiles) after the expiration or termination of this Agreement, the terms of this Agreement shall continue to apply until all Deposits have been removed from OUB facility, except that OUB may adjust rates upon thirty (30) days' written notice.
2. **Charges.** Rates and charges shall be as specified in the Pricing Schedule (Schedule A) and/or other Schedules. Rates and charges for storage and services shall remain fixed for the first year of this Agreement, and may thereafter be changed at any time by OUB upon thirty (30) days' written notice.
3. **Storage Volume.** Client acknowledges that the rates and charges on Schedule A have been offered by OUB on the basis of Client's agreement to maintain its storage levels with OUB at no less than eighty percent (80%) of the storage levels maintained by Client during the immediately preceding three (3) month period, excluding any Deposits destroyed by OUB at Client's request.
4. **Client Instructions.** Client warrants that it is the owner or legal custodian of the Deposits and has full authority to store the Deposits and direct their disposition in accordance with their Agreement. OUB will perform services pursuant to the reasonable direction of Client's agent(s) identified pursuant to OUB standards. Authority granted to any persons on standard authorization forms shall constitute Client's representation that the identified persons have full authority to order any service, including disposal or removal of Deposits. Such orders may be given in person, by telephone, or in writing (fax, email, or hard-copy). Client releases OUB from all losses, damages and liability by reason of the destruction of materials pursuant to Client's authorization.
5. **Operational Procedures.** Client shall comply with OUB reasonable operational requirements, as modified from time to time, regarding cartons, carton integrity, delivery/pickup/account closing volumes, preparation for pickup, security, secure shredding protocols, access and similar matters. Extraordinary volume requests (defined as 125% of the average volume over the immediately preceding three month period) may involve additional costs, such as overtime, which Client will pay at OUB overtime rates, provided Client consents to such costs in advance.

6. **Force Majeure.** Neither party shall be liable for delay or inability to perform caused by acts of God, governmental actions, labor unrest, acts of terrorism, riots, unusual traffic delays, or other causes beyond its reasonable control.
7. **Governmental Orders.** OUB is authorized to comply with any subpoena or similar order related to the Deposits, at Client's expense, provided that OUB notifies Client promptly upon receipt thereof, unless such notice is prohibited by law. OUB will cooperate with Client's efforts to quash or limit any subpoena, at Client's expense.
8. **Confidentiality.** "Confidential Information" means any information (i) contained in the Deposits, (ii) concerning or relating to the property, business and affairs of the party disclosing such information that is furnished to the receiving party, and (iii) regarding this Agreement, its Schedules, and OUB processes and procedures; except for information that was previously known to the receiving party free of any obligation to keep it confidential, is subsequently made public by the disclosing party or is disclosed by a third party having a legal right to make such disclosure. Confidential Information shall be used only in the manner contemplated by this Agreement and shall not be intentionally disclosed to third parties without the disclosing party's written consent. OUB shall not implement and maintain reasonable safeguards designed to protect Client's Confidential Information.
9. **Limitation of Liability.**
  - a. Liability for Loss or Damage to Deposits. OUB shall not be liable for any loss or destruction of, or damage to, Deposits, including costs resulting from a loss of a Deposit constituting a breach of data security or confidentiality, unless such loss or damage resulted from OUB negligence. If liable, the amount of OUB liability is limited as provided on the first page hereof. Deposits are not insured by OUB against loss or damage, however caused. Client may insure Deposits through third-party insurers for any amount. Client shall cause its insurers of Deposits to waive any right of subrogation against OUB. If Deposits are placed in the custody of a third-party carrier for transportation, the carrier shall be solely responsible for any loss or destruction of, or damage to, such Deposits while in the custody of the carrier.
  - b. Liability for Non-Storage Services. With respect to services not related to the storage of Deposits, OUB shall not be liable for any loss or default unless such loss or default is due to the negligence of OUB. If liable, the amount of OUB liability is limited as provided on the first page hereof. OUB shall not be liable for the loss of contents of shredding bins unless and until the contents are in the custody and control of OUB.
  - c. No Consequential Damages. In no event shall either party be liable for any consequential, incidental, special or punitive damages, or for the loss of profits or loss of data, regardless of whether an action is brought in tort, contract or under any other theory.



10. **ITAR/EAR Compliance.** Client represents that none of the Deposits stored by OUB pursuant to this Agreement require protection from access by foreign persons because they contain technical information regarding defense articles or defense services within the meaning of the International Traffic in Arms Regulations (22 CFR 120) or technical data within the meaning of the Export Administration Regulations (15 CFR 730-774). If any of Client's Deposits do contain such information, Client shall notify OUB of the specific Deposits that contain such information and acknowledges that special storage and service rates shall apply thereto.
11. **Non-Custodial Status.** Unless OUB shall have explicitly agreed in writing, OUB performance of services shall not cause OUB to be deemed a "custodian" of the records or "designee" of Client under state or federal law with respect to such records.
12. **Notice of Loss.** When Deposits have been lost, damaged, or destroyed, OUB shall, upon confirmation of the event, report the matter in writing to the Client.
13. **Client Default.** If Client fails to pay OUB charges (other than disputed charges) within sixty (60) days after the date of an invoice, OUB may suspend service. If Client fails to pay OUB charges (other than disputed charges) for six (6) months or longer, OUB may securely destroy Deposits, provided OUB shall have provided ninety (90) days' written notice to Client, Client shall pay OUB standard price for such secure destruction. A final notice will be sent to Client ten (10) days prior to secure destruction of the Deposits. OUB shall have other rights and remedies as may be provided by law. In the event OUB takes any actions pursuant to this Section, it shall have no liability to Client or anyone claiming by or through Client.
14. **Termination.** Either party may terminate this Agreement upon written notice to the other party in the event that the other party shall have breached any of its material obligations hereunder and shall not have cured such default within thirty (30) days after written notice of such default, subject to the fees set forth in the applicable Schedule(s).
15. **Safe materials and Premises.** Client shall not store with OUB or place in shredding bins any material that is highly flammable, may attract vermin or insects, or is otherwise dangerous or unsafe to store or handle, or any material that is regulated by federal or state law or regulation relating to the environment or hazardous materials. Client shall not store negotiable instruments, jewelry, check stock or other items that have intrinsic value. Client warrants that it shall only place paper-based materials in the shredding bins. Client shall reimburse OUB for damage to equipment or injury to personnel resulting from Client's breach of this warranty.
16. **Purchase Orders.** OUB will accept the P.O. in advance for yearly service.
17. **Miscellaneous.** Client will box documents in cubic foot cartons and label appropriately prior to being picked up by the OUB Records Management Specialists. The content index will be included with the prepared boxes for transportation. The Client will provide the labor for loading the documents into the transport vehicle.

## Schedule A

### Orange Ulster BOCES Cost for Standard Services

DESCRIPTION	COST
Climate Controlled Storage	\$ 3.00 per cubic foot carton per month
Verify Client Created Content List	\$ 0.00 (included in cubic foot storage cost)
OUB Records Management Specialist time for retrieval, refile, emailed documents per request	\$42.00 per hour (one hour minimum)
Client Approved Document Destruction (Shredding) with certificate provided to client	\$50.00 per bin (8 cubic feet per bin)

### Orange-Ulster BOCES Cost for Premium Services

DESCRIPTION	COST
OUB Transit Time for pickup & delivery (from OUB and back to OUB)	\$42.00 per hour (one hour minimum)
Mileage - pickup and delivery from OUB back to OUB (Rate is IRS 2015 Standard Mileage Rate for Business)	\$ .545 per mile (rate 2018)
Tolls if applicable	(current NY State Toll fee)
OUB Verification of Contents against Client Content List upon arrival at OUB and report back to client	\$42.00 per hour each OUB Records Management Specialist
OUB Packing and Indexing Contents	\$42.00 per hour each OUB Records Management Specialist

Therefore: Specific to the City of Newburgh

Climate Controlled Storage	\$3.00 per cubic foot carton per month
102 cubic feet for storage	\$3.00 x 102 = \$306.00 per month

2019 Budget Council Adopted

Dept	Department Name	Fund	ACCOUNT NO	ACCOUNT DESCRIPTION	Description of Request	Values										2019 Budget Managers Proposed	2019 Council Adopted
						2015 Actual	2016 Actuals	2017 Actuals	2018 Budget	2018 Adj Budget	2018 Actual through 8/31/18	2019 Budget Department Needs					
1460	Records Management	A	A.1460.0201	OFFICE EQUIPMENT..		\$ 315	\$ 4,491	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
			A.1460.0201 Total		\$ 315	\$ 4,491	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
			A.1460.0203	AIR CONDITIONING		\$ -	\$ -			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
			A.1460.0203 Total		\$ -	\$ -			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
			A.1460.0413	OFFICE SUPPLIES & POSTAGE..		\$ 29	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
			A.1460.0413 Total		\$ 29	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
			A.1460.0421.0001	CELL PHONE..		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
			A.1460.0421.0001 Total		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
			A.1460.0441	PRINTING..		\$ 375	\$ 685	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
			A.1460.0441 Total		\$ 375	\$ 685	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
			A.1460.0448	OTHER SERVICES..	Storage of Archival Records for 2019 at Orange Ulster BOCES facility; 2018-19 Boces contract	\$ 9	\$ -	\$ -	\$ 3,000	\$ 3,000	\$ 1,530	\$ 9,000	\$ 9,000	\$ 9,000	\$ 9,000		
			A.1460.0448 Total		\$ 9	\$ -	\$ -	\$ 3,000	\$ 3,000	\$ 1,530	\$ 9,000	\$ 9,000	\$ 9,000	\$ 9,000			
			A.1460.0448.0008	OTHER SERVICES-BOOKBINDING..	RECORDS Management;Note funds are needed in Records Management - and must be carried there to qualify the City for grant funding. Boces Contract re Archival material storage/ and Boces records management agreement	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 12,000	\$ 12,000	\$ 12,000	\$ 12,000		
			A.1460.0448.0008 Total		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 12,000	\$ 12,000	\$ 12,000			
			A.1460.0453	DUES & SUBSCRIPTIONS..		\$ 470	\$ 470	\$ 477	\$ 520	\$ 520	\$ -	\$ 520	\$ 520	\$ 520	\$ 520		
			A.1460.0453 Total		\$ 470	\$ 470	\$ 477	\$ 520	\$ 520	\$ -	\$ 520	\$ 520	\$ 520	\$ 520			
			A.1460.0461	TRAVEL AND CONFERENCE..		\$ 295	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
			A.1460.0461 Total		\$ 295	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			
			A.1460.0463	EDUCATION..		\$ 88	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
			A.1460.0463 Total		\$ 88	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			
			A.1460.0499	FINANCIAL PLAN SAVINGS		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -	\$ -	\$ -		
			A.1460.0499 Total		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -	\$ -			
			A.1460.0860.0001	HEALTH INSURANCE-RETIREES		\$ 1,422	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
			A.1460.0860.0001 Total		\$ 1,422	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			
			A.1460.0860.0002	HEALTH INSURANCE-RETIREES		\$ 629	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
			A.1460.0860.0002 Total		\$ 629	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			
1460 Total						\$ 3,631	\$ 5,646	\$ 477	\$ 3,520	\$ 3,520	\$ 1,530	\$ 21,520	\$ 21,520	\$ 21,520			
Grand Total						\$ 3,631	\$ 5,646	\$ 477	\$ 3,520	\$ 3,520	\$ 1,530	\$ 21,520	\$ 21,520	\$ 21,520			

RESOLUTION NO.: \_\_\_\_\_ - 2019

OF

FEBRUARY 25, 2019

**A RESOLUTION AUTHORIZING THE INTERIM CITY MANAGER TO EXECUTE  
A LICENSE AGREEMENT WITH MOUNTAIN VALLEY GUIDES LLC  
FOR ACCESS TO AND THE USE OF THE WASHINGTON STREET BOAT LAUNCH  
AND UNICO PARK TO PROVIDE KAYAK RENTALS AND TOURS**

**WHEREAS**, by Resolution No. 54-2016 of March 14, 2016, Resolution No. 93-2017 of April 6, 2017, and Resolution No. 54-2018 of February 26, 2018, the City Council of the City of Newburgh authorized the City Manager to enter into a license agreement with Mountain Valley Guides LLC for access to and the use of the Washington Street Boat Launch and Unico Park to provide kayak rentals and tours; and

**WHEREAS**, Mountain Valley Guides LLC and the City of Newburgh wish to renew the license agreement for the 2019 season; and

**WHEREAS**, the City Council has examined the license agreement annexed hereto and determined that entering into such license agreement 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 Interim City Manager be and is hereby authorized to execute and enter into the attached license agreement, in substantially the same form and with other terms as Corporation Counsel may require, on behalf of the City of Newburgh, with Mountain Valley Guides LLC for access to and the use of the Washington Street Boat Launch and Unico Park.

## AGREEMENT

THIS AGREEMENT, entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2019, by and between:

THE CITY OF NEWBURGH, a municipal corporation having its principal place of business at 83 Broadway, City Hall, Newburgh, New York 12550, hereinafter called the "City"; and

MOUNTAIN VALLEY GUIDES LLC, a limited liability company having its principal place of business at 2 Idlewild Avenue, Cornwall-on-Hudson, New York 12520 hereinafter called "Licensee".

WITNESSETH, that the City and Licensee, for consideration hereinafter named, agree as follows:

### ARTICLE 1: Term.

This Agreement shall run from May 18, 2019 to October 14, 2019.

### ARTICLE 2: Obligation of the City.

A. The City shall grant to the Licensee a non-exclusive revocable license to access and the use of the Washington Street Boat Launch in the City of Newburgh for the purpose of launching kayaks in connection with providing kayak rentals and tours to the general public on Saturdays and Sundays and 3 Monday holidays during the period of time set forth in Article 1 above. The City will allocate parking spaces with parking passes for 2 trucks/trailers in the Washington Street Boat Launch parking area to the Licensee.

B. The City shall grant to the licensee a non-exclusive revocable license to access and the use of Unico Park in the City of Newburgh for the purpose of erecting a pop-up tent from which to sell tickets for the kayak rentals and tours during the time period set forth in Article 1 and Article 2, paragraph A above.

### ARTICLE 3: Obligation of Licensee.

A. The Licensee shall ensure that all supplies, including the tent, are stored off-site each night.

B. The Licensee shall pay the cost of all personnel, supplies and equipment necessary and proper for the kayak rentals and tours as is required by their use thereof.

C. The Licensee agrees that he, she or it shall, at all times, comply with all rules and regulations adopted by the City for the operation of the Washington Street Boat Launch and Unico Park which are now in force or which may be hereafter adopted. The Licensee further agrees to comply with all rules, regulations, laws and ordinances promulgated the County of

Orange, State of New York including but not limited to the rules and regulations of the Orange County Department of Health. The Licensee further agrees to comply with all laws of the State of New York and the rules and regulations promulgated thereunder including but not limited to the Co-Operative Agreement between the City of Newburgh and the DEC dated June 6, 1997, as amended.

D. It is expressly understood and agreed by the parties hereto that the Licensee is an independent contractor and not an employee of the City and that any persons employed, retained or engaged by the Licensee to perform the services authorized hereunder shall be employees of the Licensee and not of the City. The Licensee shall inform persons so employed, retained or engaged of these facts.

E. The Licensee assumes all risk in the operation of this service and shall be solely responsible and answerable in damages for all accidents or injuries to persons or property and hereby covenants and agrees to indemnify and keep harmless the City and all Departments of the City of Newburgh and their officers and employees from any and all claims, suits, losses, damage or injury to persons or property of whatsoever kind and nature due to the negligence or improper conduct of the Licensee or any servant, agent or employee, which responsibility shall be limited to the insurance coverage herein provided for.

F. The Licensee shall cooperate with City authorities to provide necessary security and supervision of minors, participating in lessons or present as spectators, during the period of this agreement. The Licensee shall be liable for any damage done to the premises by its officers, agents, servants, employees or invitees during the period of this agreement.

#### ARTICLE 4: Payment.

A. The Licensee shall pay to the City, as and for a fee for access to and the use of the Washington Street Boat Launch and Unico Park during the period of this agreement \$750.00.

#### ARTICLE 5: Insurance.

The Licensee shall not commence activities nor perform any work under this agreement until it has obtained all insurance required under this paragraph and such insurance has been approved by the City.

A. Compensation Insurance - The Licensee shall take out and maintain during the life of this agreement such Workers' Compensation Insurance for its employees or members to be assigned to the work hereunder as may be required by New York State Law.

B. General Liability and Property Damage Insurance - The Licensee shall take out and maintain during the life of this agreement such general liability and property damage insurance as shall protect it and the City which shall be named as additional insured on all such policies from claims for damages for personal injury including accidental death, as well as from claims for

property damage which may arise from operations under this agreement. The amounts of such insurance shall be as follows:

1. General Liability Insurance in an amount not less than \$1,000,000.00 for injuries including wrongful death to any one person and subject to the same limit for each person, in an amount not less than \$3,000,000.00 on account of any one occurrence.
2. Property Damage Insurance in an amount not less than \$50,000.00 for damage on account of all occurrences.

The Licensee shall furnish the above insurance to the City and shall also name the City as an additional named insured in said policies. Such insurance shall be maintained in force during the entire term of this agreement.

C. Any accident shall be reported to the Office of the City Manager as soon as possible and not later than twenty-four hours from the time of such accident. A detailed written report must be submitted to the City as soon thereafter as possible as and not later than three (3) days after the date of such accident.

#### ARTICLE 6: Representations of Licensee.

The Licensee represents and warrants:

- A. That it is financially solvent and that it is experienced and competent to perform the type of work, conduct the activities or to furnish the consideration to be furnished by it; and
- B. That it is familiar with and will abide by and enforce all federal, state, municipal and department laws, ordinances and regulations which may in any way affect the work or play or those employed or engaged therein. It is understood and agreed between the parties that the Licensee shall have no right to control the actions of City employees nor any duty to supervise the actions of City employees.

#### ARTICLE 7: Permits and Regulations.

The Licensee shall procure and pay for all permits and licenses necessary for the services to be rendered hereunder.

#### ARTICLE 8: Termination of the Agreement.

Each party shall have the right to stop work or terminate this agreement under the following terms and conditions:

1. (a) A party refuses or fails to perform any of its obligations under this agreement; or

(b) A party fails or refuses to comply with all applicable laws or ordinances; or

(c) A party is guilty of substantial violation of any provision of this agreement.

2. Each party, at its sole discretion and, with or without cause, may, without prejudice to any other rights or remedy it may have, by fourteen (14) days' notice to the other party, terminate the agreement for the party's convenience.

#### ARTICLE 9: Damages.

It is hereby mutually covenanted and agreed that the relation of the Licensee to the City as to the work to be performed by it under this agreement shall be that of an independent contractor. As an independent contractor, it will be responsible for all damage, loss or injury to persons or property that may arise in or be incurred during the conduct and progress of said performances arising out of the negligent performance, other than those wholly caused by Acts of God. The Licensee shall make good any damages that may occur in consequence of the performances or any part of it. The Licensee shall assume all blame, loss and responsibility of any nature by reason of the Licensee's neglect or violation of any federal, state, county or local laws, regulations or ordinances applicable to the Licensee and/or the nature of its performance or arising out of its activities licensed hereby.

#### ARTICLE 10: Indemnity and Save Harmless Agreement.

A. The Licensee agrees to indemnify and save the City, its officers, agents and employees harmless from any liability imposed upon the City, its officers, agents and/or employees arising from the negligence, active or passive, of the Licensee, which responsibility shall be limited to the insurance coverage herein provided and consistent with Article 3(E) of this Agreement.

B. The City agrees to indemnify and save the Licensee, its officers, agents and employees harmless from any liability imposed upon the Licensee, its officers, agents and/or employees arising from the negligence, active or passive, of the City.

#### ARTICLE 11: No Assignment.

The Licensee is hereby prohibited from assigning, transferring, conveying, subletting or otherwise disposing of this agreement or of its right, title or interest in this agreement or its power to execute this agreement to any other person or corporation without the previous consent in writing of the City.

#### ARTICLE 12: Required Provisions of Law.

Each and every provision of law and clause required by law to be inserted in this agreement shall be deemed to have been inserted herein. If any such provision is not inserted through mistake or



otherwise, then upon the application of either party, this agreement shall be physically amended forthwith to make such insertion.

#### ARTICLE 13: Notices and Communication.

A. Any and all notices and payments required hereunder shall be addressed as follows or to such other address as may hereafter be designated in writing by either party hereto:

TO: The City of Newburgh  
City Manager  
City Hall, 83 Broadway  
Newburgh, New York 12550  
(845) 569-7301

TO: Bill Garrison, Licensee  
Mountain Valley Guides LLC  
2 Idlewild Avenue  
Cornwall-on-Hudson, New York 12520  
(845)

B. All communication concerning the Licensee's activities and programs provided under this Agreement shall be directed to the Licensee. The City shall not direct any official communication to those employed, retained or engaged by the Licensee to perform the services authorized hereunder unless otherwise directed in writing by the Licensee to the City.

#### ARTICLE 14: Waiver.

No waiver of any breach of any condition of the agreement shall be binding unless in writing and signed by the party waiving said breach. No such waiver shall in any way affect any other term or condition of this agreement or constitute a cause or excuse for a repetition of such or any other breach unless the waiver shall include the same.

#### ARTICLE 15: Modification:

This agreement constitutes the complete understanding of the parties. No modification or any provisions thereof shall be valid unless in writing and signed by both parties.

*Remainder of this page intentionally left blank*

IN WITNESS WHEREOF, the parties have caused this agreement to be executed on the day and year first above written.

THE CITY OF NEWBURGH

By: \_\_\_\_\_  
JOSEPH P. DONAT  
Interim City Manager  
Per Res. No.:

MOUNTAIN VALLEY GUIDES LLC

By: \_\_\_\_\_  
Bill Garrison

Approved as to form:

\_\_\_\_\_  
MICHELLE KELSON  
Corporation Counsel

\_\_\_\_\_  
TODD VENNING  
City Comptroller

RESOLUTION NO.: \_\_\_\_\_ - 2019

OF

FEBRUARY 25, 2019

**A RESOLUTION APPOINTING MEMBERS  
TO THE CITY OF NEWBURGH HUMAN RIGHTS COMMISSION**

WHEREAS, the City of Newburgh has created the City Human Rights Commission pursuant to Section 239-q of the General Municipal Law; and

WHEREAS, this City Council deems it to be in the best interests of the City of Newburgh to appoint new members to fill vacancies now existing on the Human Rights Commission to carry on the important work of such Commission;

NOW, THEREFORE, BE IT RESOLVED, that the following persons be and are hereby confirmed and appointed to serve as Members of the City of Newburgh Human Rights Commission for three (3) year terms commencing on March 1, 2019 and expiring on February 28, 2022 pursuant to Chapter 51 of the City Code:

Laura P. Garcia  
Genesis Ramos

RESOLUTION NO.: \_\_\_\_\_ - 2019

OF

FEBRUARY 25, 2019

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEWBURGH  
TO OPPOSE THE  
PROPOSED DANSKAMMER FRACKED GAS PLANT EXPANSION**

**WHEREAS**, Danskammer Energy, LLC, seeks a permit through the State's Article 10 power plant siting process to build and operate a gas power plant with a generating capacity of 525 - 575 megawatts on the shores of the Hudson River in the Town of Newburgh, adjacent to the City of Newburgh; and

**WHEREAS**, the current power plant located at the site operates only when electric generation demand reaches a peak so that it operates only about 5% of the time; and

**WHEREAS**, a new power plant would be planned to operate for decades to come as a year-round facility that would operate continuously for an estimated 60 - 70% of the time, burning far more fossil fuel and producing considerably more air pollution than the current plant; and

**WHEREAS**, gas-powered plants produce pollution that harms air quality locally and the public's health through release of contaminants including the chemical precursors that form smog; and

**WHEREAS**, children, the elderly and anyone with a pre-existing health conditions affecting their lungs, such as asthma or emphysema, is especially harmful; and

**WHEREAS**, air quality in the Hudson Valley already violates federal air quality standards on some days; and

**WHEREAS**, everyone has a right to clean air and a safe and healthy environment; and

**WHEREAS**, the City of Newburgh includes communities and census blocks that qualify as environmental justice communities under state law and therefore are entitled to extra protection to minimize additional harms through public policy decisions affecting their environmental quality; and

**WHEREAS**, climate change is causing sea level rise, extreme weather, massive forest fires, flooding and greater precipitation which necessitates shifting critical infrastructure from areas that will flood in the future such as the proposed location for this facility; and

**WHEREAS**, a large, new gas-powered plant operating at close to baseload capacity will produce millions of metric tons of climate-heating pollution that would fuel the growing climate crisis, contrary to the interests of the City of Newburgh and in contradiction to the State's Energy Plan and Clean Energy Standard of 50% renewable energy generation to be available on the electric grid by 2030, which Governor Cuomo more recently increased to 100% by 2040, as well as contrary to the strong advice of the world's scientists as relayed by the most recent report from the United Nations Intergovernmental Panel on Climate Change (UN IPCC); and

**WHEREAS**, New York State banned fracking to protect our health and protect the climate, but this facility would use fracked gas, which is especially dangerous to air and water quality of the communities outside of New York from which it is extracted, and the City of Newburgh does not seek increased harms on any community, including outside of New York State, and

**WHEREAS**, the Wall Street investors in this project, primarily the private equity firm Tiger Infrastructure and its backers, will enjoy profits from the facility but will not provide any benefits to the City or its residents, and

**WHEREAS**, under Article 10 of the State's Public Service Law, the State's Power Plan Siting Board, a majority of whose members are appointed by Governor Cuomo, will consider Danskammer Energy's application;

**NOW THEREFORE BE IT RESOLVED** that the City Council of the City of Newburgh urges Governor Cuomo and the Power Plant Siting Board convened under Article 10 of the State Public Service Law to reject Danskammer Energy's proposal to build and operate this large, new polluting facility; and

**BE IT FURTHER RESOLVED** that the City Council of the City of Newburgh urges other nearby municipalities, Orange County, and other state-level elected officials including the City's representatives in the State Senate and Assembly to also oppose Danskammer Energy's proposal; and

**BE IT FURTHER RESOLVED** that the City Clerk of the City of Newburgh, New York forward copies of this resolution to Governor Andrew Cuomo, N.Y. Public Service Commission Chairman John B. Rhodes for entry into the record of public comments of the consideration under state law of Danskammer Energy's application, and to N.Y. Assembly Member Jonathan Jacobson, and N.Y. Senator James Skoufis; and

**BE IT FURTHER RESOLVED** that the City of Newburgh municipal government, including the City Manager and Corporation Counsel, shall take any and all actions necessary and proper to oppose the proposed application to expand the Danskammer Energy Facility.