



CITY OF NEWBURGH
COUNCIL MEETING AGENDA
SESION GENERAL DEL CONSEJAL

July 8, 2019
7:00 PM

Mayor/Alcaldesa

1. Moment of Silence (Prayer)/ Momento de Silencio (Rezo)
2. Pledge of Allegiance/ Juramento a la Alianza

City Clerk:/Secretaria de la Ciudad

3. Roll Call/ Lista de Asistencia

Communications/Comunicaciones

4. Approval of the Minutes of the City Council Meeting on June 10, 2019
5. City Manager Update/ Gerente de la ciudad pone al día a la audiencia de los planes de cada departamento

Presentations/Presentaciones

6. CDBG Consolidated Plan Public Hearing
Audiencia Pública del Plan Consolidado de CDBG

Comments from the public regarding agenda and general matters of City Business/Comentarios del público con respecto a la agenda y sobre asuntos generales de la Ciudad.

Comments from the Council regarding the agenda and general matters of City Business/Comentarios del Consejo con respecto a la agenda y sobre asuntos generales de la Ciudad

City Manager's Report/ Informe del Gerente de la Ciudad

7. Resolution No. 156 - 2019 - Change Motor Equipment Operator to Laborer Position in Streets & Bridges Division

Resolution amending the 2019 Personnel Analysis Book to change one (1) Motor Equipment Operator position to a Laborer position in the City of Newburgh Department of Public Works. (George Garrison)

Una resolución enmendando el Libro de Análisis del Personal del 2019 para cambiar un (1) puesto de Operador de Equipo Motorizado a un puesto de Obrero en el Departamento de Obras Publicas de la Ciudad de Newburgh. (George Garrison)

8. Resolution No. 157 - 2019 - PIN# 8761.39 Lake Drive Bridge Replacement Supplemental Agreement #2

Resolution authorizing the City Manager to execute Supplemental Agreement No. 2 with the New York State Department of Transportation to fund in the first instance 100% of the Federal-Aid and Non-Federal Aid eligible costs for the construction phase for the Replacement of the Lake Drive Bridge. (Chad Wade)

Una resolución autorizando al Gerente de la Ciudad a ejecutar un Acuerdo Suplementario No. 2 con el Departamento de Transporte del Estado de Nueva York para financiar 100% de los costos elegibles de Ayuda Federal y Ayuda No Federal para la fase de construcción para el reemplazo del Puente "Lake Drive". (Chad Wade)

9. Resolution No. 158 - 2019 - 2019 CFA Engineering Planning Grant Crescent Avenue Pump Station SEQRA

Resolution of the City Council of the City of Newburgh assuming Lead Agency status under State Environmental Quality Review Act for the preparation of an engineering report for the replacement of the Crescent Avenue Pumping Station, declaring the project to be a Type II action, finding no significant adverse impact on the environment and authorizing the City Manager to execute all SEQRA documents. (Chad Wade)

Una resolución del Ayuntamiento de la Ciudad de Newburgh el cual asume la condición de Agencia Líder bajo la Ley Estatal de Revisión de la Calidad Ambiental para la preparación de un informe de ingeniería para el reemplazo de la Estación de Bombeo en la Avenida Crescent, declarando que el proyecto es una Acción Tipo II, sin encontrar un impacto adverso significativo en el medio ambiente y autorizando al Gerente de la Ciudad a ejecutar todos los documentos de SEQRA. (Chad Wade)

10. Resolution No. 159 - 2019 - 2019 CFA Engineering Planning Grant Crescent Avenue Pump Station

Resolution authorizing the City Manager to apply for and accept if awarded a New York State Department of Environmental Conservation/Environmental Facilities Corporation Wastewater Infrastructure Engineering Planning Program Grant in an amount not to exceed \$50,000.00 through the 2019 Consolidated Funding Application for the preparation of an engineering report for the replacement of the Crescent Avenue Pumping Station. (Chad Wade)

Una resolución autorizando al Gerente de la Ciudad a aceptar si es otorgado una subvención del Programa de Planificación de Ingeniería de Infraestructura de Aguas Residuales del Departamento de Conservación Ambiental/Instalaciones Ambientales de Nueva York por una cantidad que no exceda \$50,000.00 por medio de la Solicitud de Financiación Consolidada 2019 para la preparación de un reporte de ingeniería para el reemplazo de la estación de bombeo en la Avenida Crescent. (Chad Wade)

11. Resolution No. 160 - 2019 - Change Order 5G with METRA Industries

Resolution authorizing the City Manager to execute Change Order No. 5G with METRA Industries to increase the contract amount by \$67,202.82 and increasing the total contract amount from \$3,230,912.18 to \$3,298,115.00 in the construction of the Liberty and Grand Streets Sanitary Sewer Improvements Project (Chad Wade)

Una resolución autorizando al Gerente de la Ciudad a ejecutar un Cambio de Orden 5G con Industrias METRA para incrementar el costo del proyecto por \$67,202.82 del monto original del contrato el cual es de \$3,298,115.00. a \$3,298,115.00 en el Proyecto de Construcción de Mejoras del Alcantarillado Sanitario de las Calles Liberty y Grand (Chad Wade)

12. Resolution No. 161 - 2019 - Authorization to invest funds with NYCLASS

Resolution approving The New York Cooperative Liquid Assets Securities System Cooperative Agreement. (Todd Venning)

Una Resolución aprobando el Acuerdo de la Cooperativa de Valores de Activos Líquidos de Nueva York. (Todd Venning)

13. Resolution No. 162 - 2019 - Pitney Bowes lease renewal for 123 Grand Street

Resolution authorizing the City Manager to renew the lease agreement with Pitney Bowes for the postage machine in 123 Grand Street billed at \$232.74 per quarter for 48 months. (Todd Venning)

Una resolución autorizando al Gerente de la Ciudad a renovar el acuerdo de arrendamiento con Pitney Bowes para la máquina de estampilla de correo ubicado en la 123 de la Calle Grand el cual será facturado por \$232.74 cada trimestre por 48 meses. (Todd Venning)

14. Resolution No. 163 - 2019 - 448 Powell Avenue - Release of Restrictive Covenants

Resolution authorizing the execution of a release of restrictive covenants and right of re-entry from a deed issued to Lucie P. Costa to the premises known as 448 Powell Avenue (f/k/a 452 Powell Avenue) (Section 4, Block 1, Lot 24) (Michelle Kelson)

Una resolución autorizando la ejecución de la liberación de cláusulas restrictivas y derecho de reingreso de una escritura emitida a Lucie P. Costa a las instalaciones conocidas como la 448 de la Avenida Powell (452 Avenida Powell) (Sección 4, Bloque 1, Lote 24) (Michelle Kelson)

15. Resolution No. 164 - 2019 - 12 Spring Street - Release of Restrictive Covenants

Resolution authorizing the execution of a release of restrictive covenants and right of re-entry from a deed issued to David Freeman to the premises known as 12 Spring Street (Section 39, Block 4, Lot 22) (Michelle Kelson)

Una resolución autorizando la ejecución de la liberación de cláusulas

restrictivas y derecho de reingreso de una escritura emitida a David Freeman a las instalaciones conocidas como la 12 de la Calle Spring (Sección 39, Bloque 4, Lote 22) (Michelle Kelson)

16. Resolution No. 165 - 2019 - Licence Agreement with Habitat for Humanity for 511 South Street

Resolution authorizing the City Manager to enter into a license agreement with Habitat for Humanity of Greater Newburgh, Inc. to allow access to 511 South Street (Section 14, Block 3, Lot 14) to conduct a site investigation. (Ali Church)

Una resolución autorizando al Gerente de la Ciudad a entrar en un acuerdo de licenciatura con Hábitat para la Humanidad de Newburgh, Inc. Para permitir acceso a la 511 de la Calle South (Sección 14, Bloque 3, Lote 14) para conducir una investigación del sitio. (Ali Church)

17. Resolution No. 166 - 2019 - Purchase of 24 Temple Avenue

Resolution to authorize the conveyance of real property known as 24 Temple Avenue (Section 32, Block 3, Lot 8) at private sale to John Notaro for the amount of \$84,900.00. (Ali Church)

Una resolución para autorizar el traspaso de bienes raíces conocidas como la 24 de la Avenida Temple (Sección 32, Bloque 3, Lote 8) en una venta privada a John Notaro por la cantidad de \$84,900.00. (Ali Church)

18. Resolution No. 167 - 2019 - Purchase of 44 Hasbrouck Street

Resolution to authorize the conveyance of real property known as 44 Hasbrouck Street (Section 38, Block 3, Lot 50) at private sale to Judy Goldberger for the amount of \$25,000.00. (Ali Church)

Una resolución para autorizar el traspaso de bienes raíces conocidas como la 44 de la Calle Hasbrouck (Sección 38, Bloque 3, Lote 50) en una venta privada a Judy Goldberger por la cantidad de \$25,000.00. (Ali Church)

19. Resolution No. 168 - 2019 - Purchase of 31 Lutheran Street

Resolution to authorize the conveyance of real property known as 31 Lutheran Street (Section 29, Block 3, Lot 17) at private sale to Sarah Michael for the amount of \$10,000.00. (Ali Church)

Una resolución para autorizar el traspaso de bienes raíces conocidas como la 31 de la Calle Lutheran (Sección 29, Bloque 3, Lote 17) en una venta privada a Sarah Michael por la cantidad de \$10,000.00. (Ali Church)

20. Resolution No. 169 - 2019 - Purchase of 9 Carson Avenue

Resolution to authorize the conveyance of real property known as 9 Carson Avenue (Section 46, Block 5, Lot 21) at private sale to Eulogio Santiago and Felder Santiago for the amount of \$2,500.00. (Ali Church)

Una resolución autorizando el traspaso de bienes raíces conocidas como la 9 de la Avenida Carson (Sección 46, Bloque 5, Lote 21) en una venta

privada a Eulogio Santiago y Felder Santiago por la cantidad de \$2,500.00. (Ali Church)

21. Resolution No. 170 - 2019 - Annual Agreement with BOCES for Archival Storage

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

Una resolución autorizando al Gerente de la Ciudad a entrar en un acuerdo con Orange-Ulster BOCES para el almacenamiento de registros municipales. (Ali Church)

22. Resolution No. 171 - 2019 - 2017 Edward Byrne Memorial Justice Assistance Grant (JAG)

Resolution authorizing the City Manager to accept a New York State Division of Criminal Justice Services Edward Byrne Memorial Justice Assistance Grant in the amount of \$17,500.00 with no City match required. (Chief Douglas Solomon)

Una resolución autorizando al Gerente de la Ciudad a aceptar una subvención de Asistencia de Justicia Conmemorativa de Edward Byrne de la División de Servicios de Justicia Criminal del Estado de Nueva York por el monto de \$17,500.00 el cual no requiere que la Ciudad iguale los fondos. (Jefe Douglas Solomon)

23. Resolution No. 172 - 2019 - 2020 Summer Playground Program

Resolution authorizing the City Manager to apply for and accept if awarded a New York State Office of Children and Family Services Youth Development Program Grant in an amount not to exceed \$19,800.00 requiring no City match for the 2020 Summer Playground Program. (Derrick Stanton)

Una resolución autorizando al Gerente de la Ciudad a solicitar y aceptar si es otorgado una subvención del Programa de Desarrollo Juvenil para Niños y Servicios Familiares del Estado de Nueva York por una cantidad que no exceda \$19,800.00 el cual no requiere que la Ciudad iguale los fondos para el programa parques infantiles de verano 2020. (Derrick Stanton)

24. Resolution No. 173 - 2019 - 2020 Youth Soccer Program

Resolution authorizing the City Manager to apply for and accept if awarded a New York State Office of Children and Family Services Youth Development Program Grant in the amount of \$17,400.00 requiring no City match for the 2020 Youth Soccer Program. (Derrick Stanton)

Una resolución autorizando al Gerente de la Ciudad a solicitar y aceptar si es otorgado una subvención del Programa de Desarrollo Juvenil para Niños y Servicios Familiares del Estado de Nueva York por una cantidad que no exceda \$17,400.00 el cual no requiere que la Ciudad iguale los fondos para el programa de futbol juvenil 2020. (Derrick Stanton)

25. Resolution No. 174 - 2019 - 2020 Year Round Basketball Program

Resolution authorizing the City Manager to apply for and accept if awarded a New York State Office of Children and Family Services Youth Development Program Grant in an amount not to exceed \$47,020.00 requiring no City match for the 2020 Year Around Basketball Program. (Derrick Stanton)

Una resolución autorizando al Gerente de la Ciudad a solicitar y aceptar si es otorgado una subvención del Programa de Desarrollo Juvenil para Niños y Servicios Familiares del Estado de Nueva York por una cantidad que no exceda \$47,020.00 el cual no requiere que la Ciudad iguale los fondos para el programa Anual de Baloncesto. (Derrick Stanton)

26. Resolution No. 175 - 2019 - Recreation Boxing Program

Resolution authorizing the City Manager to apply for and accept if awarded a New York State Office of Children and Family Services Youth Development Program Grant in the amount of \$30,500.00 requiring no City match for the Youth Boxing Program. (Derrick Stanton)

Una resolución autorizando al Gerente de la Ciudad a solicitar y aceptar si es otorgado una subvención del Programa de Desarrollo Juvenil para Niños y Servicios Familiares del Estado de Nueva York por una cantidad que no exceda \$30,500.00 el cual no requiere que la Ciudad iguale los fondos para el programa juvenil de boxeo. (Derrick Stanton)

27. Resolution No. 176 - 2019 - 2020 Teen Drop-In Center

Resolution authorizing the City Manager to apply for and accept if awarded a New York State Office of Children and Family Services Youth Development Program Grant in the amount of \$21,020.00 requiring no City match for the Teen Drop-In Center Program. (Derrick Stanton)

Una resolución autorizando al Gerente de la Ciudad a solicitar y aceptar si es otorgado una subvención del Programa de Desarrollo Juvenil para Niños y Servicios Familiares del Estado de Nueva York por una cantidad que no exceda \$21,020.00 el cual no requiere que la Ciudad iguale los fondos para el programa de Centro de reunión Juvenil. (Derrick Stanton)

28. Resolution No. 177 - 2019 - Agreement with Sage Municipal Advisors, LLC

Resolution authorizing the City Manager to execute an agreement with Sage Municipal Advisors, LLC to provide professional services to the City of Newburgh relating to municipal securities. (Todd Venning)

Una resolución autorizando al Gerente Municipal a ejecutar un acuerdo con "Sage Municipal Advisors, LLC" para proporcionar servicios profesionales a la Ciudad de Newburgh con respecto a la seguridad municipal. (Todd Venning)

29. Resolution No. 178 - 2019 - Contract with AMK Media LLC for communications consulting services

Resolution authorizing an agreement with AMK Media, LLC for communications consulting services in an amount not to exceed \$15,000.00

for a 12 month period. (Michelle Kelson)

Una resolución autorizando un acuerdo con AMK Media, LLC para servicios consultivos de comunicación por una cantidad que no exceda \$15,000.00 por un periodo de 12 meses. (Michelle Kelson)

30. Resolution No. 179 - 2019 - Resolution of Support for NUFFI DEC Environmental Justice Community Impact Grant Program

Resolution supporting the application of the Newburgh Urban Farm and Food Initiative to the New York State Department of Environmental Conservation Environmental Justice Community Impact Grant Program for a project known as "Promoting Health and Wellness through Urban Agriculture/Gardening in the City of Newburgh"

Una resolución de apoyo para la solicitud de la Iniciativa de agricultura y alimentación urbana de Newburgh al Programa de Subvenciones de Impacto Comunitario del Departamento de Conservación Ambiental del Estado de Nueva York para un proyecto conocido como "Promocionando Salud y Bienestar a través de la agricultura urbana/jardinería en la Ciudad de Newburgh"

31. Resolution No. 180 - 2019 To execute a contract with Onsolve, LLC for CodeRED Notification Services

A resolution authorizing the City Manager to execute a contract with Onsolve, LLC for CodeRED on-demand notification services for the amount of \$28,500.00.

32. Resolution No. 181 - 2019 - Authorizing the settlement of a quiet title for 109 South William St.

A resolution authorizing the settlement of a quiet title action related to property at 109 South William Street (Section 45, Block 4, Lot 5) in an amount not to exceed \$10,000.00

33. Resolution No. 182 - 2019 - To authorize the commencement of litigation or ratify the commencement of pending litigation against Headsup Penny, Inc.


A resolution to authorize the commencement of litigation or ratify the commencement of pending litigation against Headsup Penny, Inc.

Old Business: / Asuntos Pendientes

New Business: / Nuevos Negocios

Final Comments from the City Council/ Comentarios Finales del Ayuntamiento:

Adjournment/ Aplazamiento:

The seal of the City of Newburgh is a circular emblem. The outer ring is yellow with the text "SEAL OF THE CITY OF NEWBURGH" in black. Inside this is a blue ring with "INCORPORATED 1784" in white. The center features a detailed illustration of a cityscape with a prominent building, a river, and a bridge. The text "WASHINGTON'S HEADQUARTERS" is written in a semi-circle above the cityscape.

Community Development Block Grant ("CDBG") 5-Year Consolidated Plan (including FY2020 Annual Action Plan)

**Department of Planning &
Development
April, 2019**



“CDBG” - Brief Primer



- Community Development Block Grant (CDBG) - Administered by the U.S. Department of Housing and Urban Development (HUD)
- Allocated to local and state governments on a formula basis.
- The City of Newburgh is required to prepare and submit a **Consolidated Plan** that establishes goals for the use of CDBG funds. The new City of Newburgh Consolidated Plan: **FY2020-FY2024**
- Projects **MUST** be consistent with national priorities for CDBG:
 - Activities that benefit low- and moderate-income people;
 - The prevention or elimination of slums or blight; or
 - Community development activities to address an urgent threat to health or safety.



City of Newburgh Community Development Goals

- Economic Development without Displacement.
- Enhance outreach and communications with the community.
- Support a climate that values diversity, rewards independence, nourishes creativity, and brings all of us together.

Successful community building requires reestablishing trust, which takes time, patience, outreach and communication.



City of Newburgh CDBG FY2020 - 2024 Consolidated Plan - Goals

The Consolidated Plan Goals are Identified from the Priority Needs in the City of Newburgh.



City of Newburgh CDBG FY2020 - 2024 Consolidated Plan - Goals

Priority Needs Identified through (examples):

- “Visioning Plan” Community Meetings
- “Visioning Plan” Community Survey
- Community Feedback from previous CDBG Annual Action Plans
- Community Outreach Meetings

“What’s missing from the current vision is ‘how’ to do these things. There is no shortage of plans for Newburgh. The issue is implementation and financing” – Comment from the 2018 City of Newburgh Vision Plan Public Workshop #1



City of Newburgh FY2020-2024 Consolidated Plan Goals Overview:

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

*The “How” to do these things:
The FY2020 -2024 Consolidated
Plan will provide the City of
Newburgh with five years of
funding to implement priority
needs projects.*



City of Newburgh FY2020-2024 Consolidated Plan Goals:

Goal: Infrastructure Improvements

Project Examples:

- “Complete Streets” Safe Access Upgrades (ex. Bikes, Pedestrians, Motorists)
- Drinking Water Protections
- Sewer Upgrades

City of Newburgh FY2020-2024 Consolidated Plan Goals:

Goal: Economic Development

Project Examples:

- Business Sign/Façade Program
- Workforce Development Assistance

City of Newburgh FY2020-2024 Consolidated Plan Goals:

Goal: Quality of Life Improvements

Project Examples:

- Park Improvements
- National Night Out
- Summer Children's Film Festival



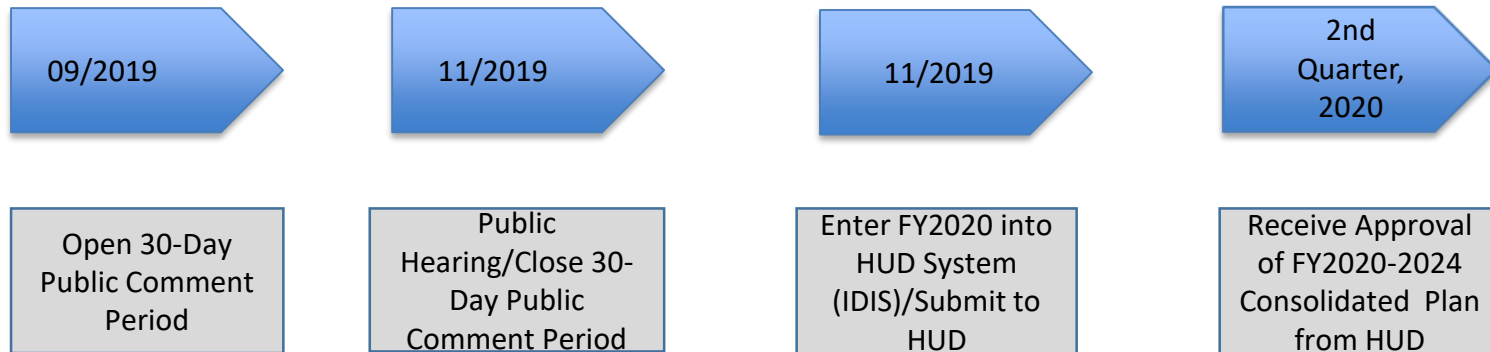
City of Newburgh FY2020-2024 Consolidated Plan Goals:

Goal: Housing

Project Example:

- In Rem Property Program
- Homeowner Assistance

City of Newburgh FY2020-2024 Consolidated Plan Timeline



FY2020-2024 Consolidated Plan Timeline



City of Newburgh FY2020 Annual Action Plan (AAP)

The Consolidated Plan is carried out through Annual Action Plans, which provide a concise summary of the actions, activities, and the specific federal and non-federal resources that will be used each year to address the priority needs and specific goals identified by the Consolidated Plan.



FY2020 Proposed CDBG Projects/Funding

	Project Name	Description (Examples of Activities)	Project Funding	% Project Inc (if allocation greater than proposed)
Projects Funded through Entitlement Grant				
	In Rem Property Project	Salaries for 3 fulltime employees, In Rem Property Supplies, In Rem Training	\$220,000.00	24%
	Infrastructure Improvements	Sidewalks, Business Façade Improvements, Infrastructure	\$225,000.00	26%
	Park Improvements	Park Improvements	\$200,000.00	24%
	Community Policing/Neighborhood Services	2020 National Night Out, 2020 Children's Summer Film Festival	\$20,000.00	2%
	Homeowner Assistance Program	Homeowner Assistance Program	\$50,000.00	7%
	Administration	Program Administration, Staff Salary and Benefits, Program Operating Costs (including mailings), Training/Conference	\$130,000.00	17%
		Estimated Total FY2020 Allocation	\$845,000.00	100%

Project: In Rem Property Program
Budget: \$220,000.00

Summary

Continued funding for the In Rem program, including the salaries for 3 fulltime employees (2 DPW employees and the Economic Development Specialist), In Rem property program supplies, such as paint, plywood, In Rem Training.



In Rem Property Program Highlights

- Staffed by 2 full-time Department of Public Works employees and 1 employee of the Planning & Development Department dedicated to the in rem program.
- Provides maintenance and security of vacant properties. Keeps properties habitable, neighborhoods looking good, maintains/increases property values.



Project: Infrastructure Improvements
Budget: \$225,000.00

Summary

Examples of projects include:

- “Complete Streets” Safe Access Upgrades
- Sidewalk improvements

Project: Park Improvements
Budget: \$200,000.00

Summary

Examples of projects include:

- Improvements to South St. Park, Newburgh Landing, The People's Park, Xavier Lunan Park



Project: Community Policing/Neighborhood Services
Budget: \$20,000.00

Summary

Examples of Projects include:

- 2020 National Night Out
- 2020 Children's Summer Film Festival



Project: Homeowner Resource Assistance
Budget: \$50,000.00

Summary

Funding to support a low-income homeowner resource assistance program. Includes repairs as well as other assistance such as financial/budget counseling.



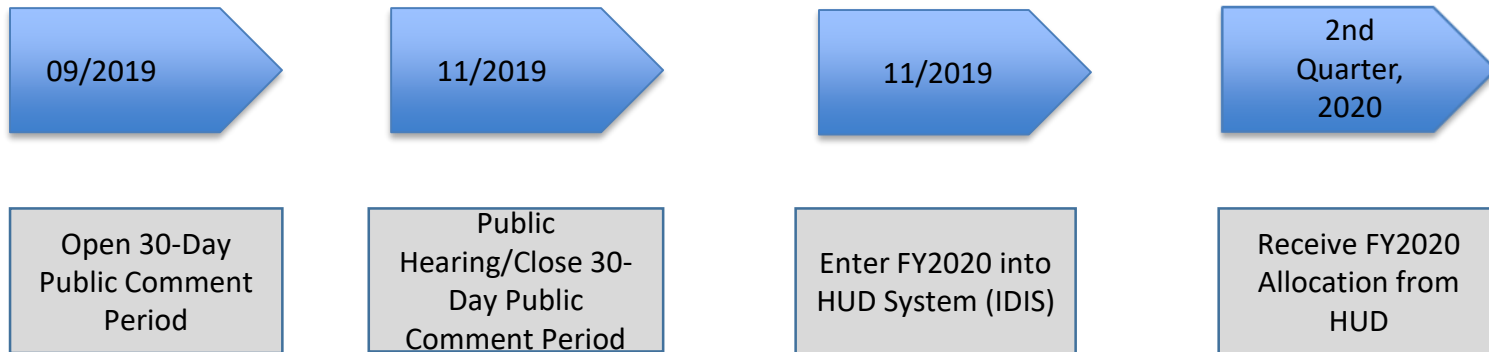
Project: Administration
Project Funding: \$130,000.00

Summary

Funding to include salary and benefits for Director of Community Development, Business Mailings, Supplies and Program Administration/Training/Conference.



FY2020 CDBG AAP Timeline



FY 2020 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROJECTS TIMELINE

RESOLUTION NO.: 156-2019

OF

JULY 8, 2019

**A RESOLUTION AMENDING THE 2019 PERSONNEL ANALYSIS BOOK TO CHANGE
ONE (1) MOTOR EQUIPMENT OPERATOR POSITION TO A LABORER POSITION
IN THE CITY OF NEWBURGH DEPARTMENT OF PUBLIC WORKS**

WHEREAS, the 2019 Personnel Analysis Book included one Motor Equipment Operator in the Streets and Bridges division of the Department of Public Works; and

WHEREAS, the Department of Public Works proposes to change the Motor Equipment Operator position to Laborer; and

WHEREAS, the City staff is recommending to this Council that the position of Motor Equipment Operator be changed to the position of Laborer to improve the efficiency of the Streets and Bridges Division of the Department of Public Works; and

WHEREAS, the change in the job titles of such positions requires the amendment of the City of Newburgh Adopted Personnel Analysis Book for 2019;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the Personnel Analysis Book for 2019 be and is hereby amended to provide for a change in title from Motor Equipment Operator to Laborer in the Streets and Bridges Division of the Department of Public Works.

RESOLUTION NO.: 157 - 2019

OF

JULY 8, 2019

**A RESOLUTION AUTHORIZING THE CITY MANAGER
TO EXECUTE SUPPLEMENTAL AGREEMENT NO. 2
WITH THE NEW YORK STATE DEPARTMENT OF TRANSPORTATION
TO FUND IN THE FIRST INSTANCE 100% OF THE FEDERAL-AID AND NON-FEDERAL
AID ELIGIBLE COSTS FOR THE CONSTRUCTION PHASE
FOR THE REPLACEMENT OF THE LAKE DRIVE BRIDGE**

WHEREAS, a Project for the Bridge Replacement of Lake Drive over Quassaick Creek (BIN 2223630) in the City of Newburgh, Orange County, PIN 8761.39 (the "Project") is eligible for funding under Title 23 U.S. Code, as amended, that calls for the apportionment of the costs such program to be borne at the ratio of 80% federal funds and 20% non-federal funds; and

WHEREAS, the City of Newburgh desires to advance the Project by making a commitment of 100% of the non-federal share of the costs of right-of-way acquisition;

NOW, THEREFORE, the Newburgh City Council duly convened does hereby

RESOLVE, that the Newburgh City Council hereby approves the above-subject project; and it is hereby further

RESOLVED, that the Newburgh City Council hereby authorizes the City of Newburgh to pay in the first instance 100% of the federal and non-federal share of the cost of right-of-way acquisition work for the Project or portions thereof; and it is further

RESOLVED, that the sum of \$1,625,000.00 is hereby appropriated from the 2016 BAN and made available to cover the cost of participation in the above phase of the Project; and it is further

RESOLVED, that in the event the full federal and non-federal share costs of the project exceeds the amount appropriated above, the Newburgh City Council shall convene as soon as possible to appropriate said excess amount immediately upon notification by the City Manager thereof; and it is further

RESOLVED, that the Newburgh City Manager be and he is hereby authorized to execute all necessary Agreements, certifications or reimbursement requests for Federal Aid and/or applicable Marchiselli Aid on behalf of the City of Newburgh with the New York State Department of Transportation in connection with the advancement or approval of the Project and providing for

the administration of the Project and the municipality's first instance funding of project costs and permanent funding of the local share of federal-aid and state-aid eligible Project costs and all Project costs within appropriations therefore that are not so eligible; and it is further

RESOLVED, that in addition to the City Manager the following municipal titles: Mayor, Deputy Mayor, Superintendent of Public Works, City Engineer, City Comptroller are also hereby authorized to execute any necessary Agreements or certifications on behalf of the Municipality/Sponsor, with NYSDOT in connection with the advancement or approval of the project identified in the State/Local Agreement;

RESOLVED, that a certified copy of this resolution be filed with the New York State Commissioner of Transportation by attaching it to any necessary Agreement in connection with the Project; and it is further

RESOLVED, this Resolution shall take effect immediately.

STATE OF NEW YORK)

) ss:

COUNTY OF ORANGE)

I, _____, Clerk of the City of Newburgh, New York, do hereby certify that I have compared the foregoing copy of this Resolution with the original on file in my office, and that the same is a true and correct transcript of said original Resolution and of the whole thereof, as duly adopted by said _____ at a meeting duly called and held at the _____ on _____ by the required and necessary vote of the members to approve the Resolution.

WITNESS My Hand and the Official Seal of the City of Newburgh, New York, this _____ day of _____, 2019.

Clerk, City of Newburgh

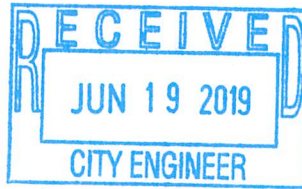


Department of Transportation

ANDREW M. CUOMO
Governor

MARIE THERESE DOMINGUEZ
Acting Commissioner

LANCE MacMILLAN, P.E.
Regional Director



June 12, 2019

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

RE: PIN 8761.39, LAKE DRIVE/QUASSAICK CREEK
CITY OF NEWBURGH, ORANGE COUNTY

SUPPLEMENTAL AGREEMENT #2 – D035371

Dear Mr. Morris:

Enclosed are eight (8) Supplemental Agreements to include the construction and construction inspection funds and change the contract end date from 12/19 to 12/21 for the above-referenced project. Seven (7) executed copies of the agreement, EACH with original signatures, notarizations and certified, seal-stamped resolutions, should be returned to this office. A sample resolution is attached for your use.

As a reminder per Chapter 15, Administering Construction Contracts; Section 15.4.8 Civil Rights Reporting:

The Contractor and all subcontractors and suppliers will utilize New York State Department of Transportation Equal Employment Opportunity reporting software, which is currently "Equitable Business Opportunities" (EBO). The Sponsor will monitor prime's payments to subcontractor and ensure that subcontractors are paid promptly per specifications. In addition, the sponsor is to monitor EEO goals on a monthly basis and take corrective action if goals are not being met; reference NYSDOT Standard Specifications Section 102-11, Equal Employment Opportunity Requirements.

Your assistance in having the agreement approved by the City Council and signed by the City Manager and City Attorney is appreciated. Of course, if you have any questions, please call me at (845) 431-5804 or e-mail at marshall.gioia@dot.ny.gov.

Sincerely,

Marshall Gioia
Contract Management Specialist
Region 8 Local Projects Unit

Enclosures

SUPPLEMENTAL AGREEMENT NO 2 to D035371

This Supplemental Agreement is by and between:

the New York State Department of Transportation ("NYSDOT"), having its principal office at
50 Wolf Road, Albany, New York, 12232, on behalf of New York State ("State");

And

City of Newburgh (the Municipality/Sponsor)

Acting by and through the **City Manager**

With its office at **83 Broadway, Newburgh, New York 12550**

This amends the existing Agreement between the parties in the following respects only:

X Amends a previously adopted Schedule A by:

☐ amending a project description

X amending the contract end date

X amending the scheduled funding by:

X adding additional funding:

X adding construction phase which covers eligible costs incurred on/after

☐ adding 1,2,3 phase which covers eligible costs incurred on/after xxxxxx

☐ increasing funding for a project phases(s)

☐ adding a pin extension

☐ change from Non-Marchiselli to Marchiselli

☐ deleting/reducing a project phase(s)

☐ other (xxxxx)

☐ Amends a previously adopted Schedule "B"

☐ Amends a previously adopted agreement by adding Appendix 2-S – Iran Divestment Act

☐ Amends the Text of the Agreement as follows:

Supplemental Agreement Cover for Local Agreements (11/12)
MUNICIPALITY/SPONSOR: City of Newburgh
PIN: 8761.39
BIN: 2223630
Comptroller's Contract No: D035371
Supplemental Agreement No. 2
Date Prepared & By: 6/12/2019 mg

IN WITNESS WHEREOF, the parties have caused this agreement to be executed by its duly authorized officials as of the date first above written.

Approved for the Municipality/Sponsor

By: _____
*As per Res. No. -2019
Print Name: Joseph P. Donat
Title: City Manager

Municipality/Sponsor Attorney:

By: _____
Print Name: Michelle Kelson
Corporation Counsel

Municipality/Sponsor Finance:

By: _____
Todd Tenning, City Comptroller

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

On this _____ day of July, 2019 before me personally came
Joseph P. Donat to me known, who, being by me duly sworn did depose and
say that he/she resides at 83 Broadway, Newburgh, NY; that he/she is the City Manager
of the Municipal/Sponsor Corporation described in and which executed the above instrument; that it was
executed by order of the City Council of said Municipal/Sponsor
Corporation pursuant to a resolution or other authorization which was duly adopted on
July 8, 2019 and which a certified copy is attached and made a part
hereof, and that he/she signed his/her name thereto by like order.

ELIZABETH D. GARRISON
Notary Public, State of New York
No. 01GA5053248
Qualified in Orange County
Commission Expires December 11, 2021

Notary Public

By: _____
For Commissioner of Transportation

APPROVED AS TO FORM:
STATE OF NEW YORK ATTORNEY GENERAL

By: _____
Assistant Attorney General

COMPTROLLER'S APPROVAL:

By: _____
For the New York State Comptroller
Pursuant to State Finance Law § 112

Agency Certification: In addition to the Acceptance of this
contract, I also certify that original copies of this signature
page will be attached to all other exact copies of this
Contract.

SCHEDULE A – Description of Project Phase, Funding and Deposit Requirements
NYSDOT/ State-Local Agreement - Schedule A for PIN 8761.39

OSC Municipal Contract #: D035371	Contract Start Date: <u>2/15/2017</u> (mm/dd/yyyy) Contract End Date: <u>12/30/2021</u> (mm/dd/yyyy) <input checked="" type="checkbox"/> Check, if date changed from the last Schedule A				
Purpose: <input type="checkbox"/> Original Standard Agreement <input checked="" type="checkbox"/> Supplemental Schedule A No. 2					
Agreement Type: <input checked="" type="checkbox"/> Locally Administered Municipality/Sponsor (Contract Payee): City of Newburgh Other Municipality/Sponsor (if applicable): _____ <input type="checkbox"/> State Administered <small>List participating Municipality(ies) and the % of cost share for each and indicate by checkbox which Municipality this Schedule A applies.</small> <div style="display: flex; justify-content: space-between;"> <input type="checkbox"/> Municipality: _____ % of Cost share <input type="checkbox"/> Municipality: _____ % of Cost share <input type="checkbox"/> Municipality: _____ % of Cost share </div>					
Authorized Project Phase(s) to which this Schedule applies: <input checked="" type="checkbox"/> PE/Design <input checked="" type="checkbox"/> ROW Incidentals <input checked="" type="checkbox"/> ROW Acquisition <input checked="" type="checkbox"/> Construction/CI/CS					
Work Type: BR REPLACE	County (If different from Municipality): Orange County				
Marchiselli Eligible <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <small>(Check, if Project Description has changed from last Schedule A):</small> <input type="checkbox"/>					
Project Description: BIN 2223630 Lake Drive Over Quassaick Creek, City of Newburgh, Orange County					
Marchiselli Allocations Approved FOR ALL PHASES <small>All totals will calculate automatically.</small>					
Check box to indicate change from last Schedule A	State Fiscal Year(s)	Project Phase			TOTAL
		PE/Design	ROW (RI & RA)	Construction/CI/CS	
<input type="checkbox"/>	Cumulative total for all prior SFYs	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
<input type="checkbox"/>	Current SFY	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Authorized Allocations to Date		\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00

A. Summary of allocated MARCHISELLI Program Costs FOR ALL PHASES For each PIN Fiscal Share below, show current costs on the rows indicated as "Current.". Show the old costs from the previous Schedule A on the row indicated as "Old." All totals will calculate automatically.

PIN Fiscal Share	"Current" or "Old" entry indicator	Federal Funding	Total Costs	FEDERAL Participating Share	STATE MARCHISELLI Match	LOCAL Matching Share	LOCAL DEPOSIT AMOUNT (Required only if State Administered)
.	Current		\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
	Old		\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
.	Current		\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
	Old		\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
.	Current		\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
	Old		\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
.	Current		\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
	Old		\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
.	Current		\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
	Old		\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
.	Current		\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
	Old		\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
.	Current		\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
	Old		\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
TOTAL CURRENT COSTS:			\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00

NYSDOT/State-Local Agreement – Schedule A

B. Summary of Other (including Non-allocated MARCHISELLI) Participating Costs FOR ALL PHASES For each PIN Fiscal Share, show current costs on the rows indicated as "Current.". Show the old costs from the previous Schedule A on the row indicated as "Old." All totals will calculate automatically.

Other PIN Fiscal Shares	'Current' or 'Old' entry indicator	Funding Source	TOTAL	Other FEDERAL	Other STATE	Other LOCAL
8761.39.121	Current	STP	\$365,000.00	\$292,000.00	\$73,000.00	\$0.00
	Old	STP	\$365,000.00	\$292,000.00	\$73,000.00	\$0.00
8761.39.221	Current	STP	\$20,000.00	\$16,000.00	\$4,000.00	\$0.00
	Old	STP	\$20,000.00	\$16,000.00	\$4,000.00	\$0.00
8761.39.222	Current	STP	\$68,545.00	\$54,836.00	\$13,709.00	\$0.00
	Old	STP	\$68,545.00	\$54,836.00	\$13,709.00	\$0.00
8761.39.321	Current	STP	\$1,625,000.00	\$1,300,000.00	\$325,000.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00
	Current		\$ 0.00	\$0.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00
	Current		\$ 0.00	\$0.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00
	Current		\$ 0.00	\$0.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00
	Current		\$ 0.00	\$0.00	\$0.00	\$0.00
	Old		\$ 0.00	\$0.00	\$0.00	\$0.00
TOTAL CURRENT COSTS:			\$2,078,545.00	\$1,662,836.00	\$415,709.00	\$ 0.00

C. Local Deposit(s) from Section A:

	\$ 0.00
Additional Local Deposit(s)	\$
Total Local Deposit(s)	\$ 0.00

D. Total Project Costs All totals will calculate automatically.

Total FEDERAL Cost	Total STATE MARCHISELLI Cost	Total OTHER STATE Cost	Total LOCAL Cost	Total ALL SOURCES Cost
\$1,662,836.00	\$ 0.00	\$415,709.00	\$ 0.00	\$2,078,545.00

E. Point of Contact for Questions Regarding this Schedule A (Must be completed)

Name: Marshall Gioia
Phone No: 845-431-5804

See Agreement (or Supplemental Agreement Cover) for required contract signatures.

- Description continued: This project will replace the existing structure that carries Lake Drive over the Quassaick Creek in the City of Newburgh, Orange County.
- The non-federal share of these phases are being provided by "Other" State Funds
- This Schedule A includes the construction and construction inspection phase and funds.

SAMPLE RESOLUTION BY MUNICIPALITY
(Locally Administered Project)
RESOLUTION NUMBER: _____

Authorizing the implementation, and funding in the first instance 100% of the federal-aid [[[and State "Marchiselli" Program-aid]]] eligible costs, of a transportation federal-aid project, and appropriating funds therefore.

WHEREAS, a Project for the **Lake Drive over Quassaick Creek Bridge Replacement (BIN 2223630) in the City of Newburgh, Orange County, PIN 8761.39** (the "Project") is eligible for funding under Title 23 U.S. Code, as amended, that calls for the apportionment of the costs such program to be borne at the ratio of 80% Federal funds and 20% non-federal funds; and

WHEREAS, the City of Newburgh desires to advance the Project by making a commitment of 100% of the non-federal share of the costs of construction and construction inspection.

NOW, THEREFORE, the Newburgh City Council, duly convened does hereby

RESOLVE, that the Newburgh City Council hereby approves the above-subject project; and it is hereby further

RESOLVED, that the Newburgh City Council hereby authorizes the City of Newburgh to pay in the first instance 100% of the federal and non-federal share of the cost of construction and construction inspection work for the Project or portions thereof; and it is further

RESOLVED, that the sum of **\$1,625,000** is hereby appropriated from _____ [or, appropriated pursuant to _____] and made available to cover the cost of participation in the above phase of the Project; and it is further

RESOLVED, that in the event the full federal and non-federal share costs of the project exceeds the amount appropriated above, the Newburgh City Council shall convene as soon as possible to appropriate said excess amount immediately upon the notification by the City Manager thereof, and it is further

RESOLVED, that the Newburgh City Manager be and is hereby authorized to execute all necessary Agreements, certifications or reimbursement requests for Federal Aid and/or applicable Marchiselli Aid on behalf of the City of Newburgh with the New York State Department of Transportation in connection with the advancement or approval of the Project and providing for the administration of the Project and the municipality's first instance funding of project costs and permanent funding of the local share of federal-aid and state-aid eligible Project costs and all Project costs within appropriations therefore that are not so eligible, and it is further

RESOLVED, that in addition to the City Manager, the following municipal titles: Mayor, Deputy Mayor, City Engineer, City Comptroller, _____ are also hereby authorized to execute any necessary Agreements or certifications on behalf of the Municipality/Sponsor, with NYSDOT in connection with the advancement or approval of the project identified in the State/Local Agreement;

RESOLVED, that a certified copy of this resolution be filed with the New York State Commissioner of Transportation by attaching it to any necessary Agreement in connection with the Project, and it is further

RESOLVED, this Resolution shall take effect immediately.

STATE OF NEW YORK)
) SS:
COUNTY OF ORANGE)

I, _____, Clerk of the City of Newburgh, New York, do hereby certify that I have compared the foregoing copy of this Resolution with the original on file in my office, and that the same is a true and correct transcript of said original Resolution and of the whole thereof, as duly adopted by said _____ at a meeting duly called and held at the _____ on _____ by the required and necessary vote of the members to approve the Resolution.

WITNESS My Hand and the Official Seal of the City of Newburgh, New York, this _____ day of _____, 2019.

Clerk, City of Newburgh

RESOLUTION NO.: 158 - 2019

OF

JULY 8, 2019

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEWBURGH
ASSUMING LEAD AGENCY STATUS UNDER STATE ENVIRONMENTAL QUALITY
REVIEW ACT FOR THE PREPARATION OF AN ENGINEERING REPORT FOR
THE REPLACEMENT OF THE CRESCENT AVENUE PUMPING STATION,
DECLARING THE PROJECT TO BE A TYPE II ACTION, FINDING NO SIGNIFICANT
ADVERSE IMPACT ON THE ENVIRONMENT AND AUTHORIZING
THE CITY MANAGER TO EXECUTE ALL SEQRA DOCUMENTS**

WHEREAS, the City of Newburgh and the Town of Newburgh are parties to an Inter-Municipal Agreement providing for the upgrade of the Crescent Avenue Pumping Station; and

WHEREAS, the City of Newburgh proposes fund the preparation of an engineering report for the replacement of the Crescent Avenue Pumping Station through the 2019 Consolidated Funding Application to the Department of Environmental Conservation/Environmental Facilities Corporation Wastewater Infrastructure Engineering Planning Grant Program; 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 preparation of the engineering report; and

WHEREAS, under Section 617.5(c)(27) of the SEQRA Regulations, the preparation of an engineering report constitutes a Type II Action as an engineering study and preliminary planning process necessary to the formulation of a proposal for action which does not commit the City to commence, engage in or approve such action;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that funding the preparation of an engineering report for the replacement of the Crescent Avenue Pumping Station through the 2019 Consolidated Funding Application to the Department of Environmental Conservation/Environmental Facilities Corporation Wastewater Infrastructure Engineering Planning constitutes a Type II Action, as the quoted term is defined in the SEQRA Regulations, and that no further review for SEQRA purposes is required; and that the 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 determination.

RESOLUTION NO.: 159 - 2019

OF

JULY 8, 2019

A RESOLUTION AUTHORIZING THE CITY MANAGER TO APPLY FOR AND ACCEPT IF AWARDED A NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION/ENVIRONMENTAL FACILITIES CORPORATION WASTEWATER INFRASTRUCTURE ENGINEERING PLANNING PROGRAM GRANT IN AN AMOUNT NOT TO EXCEED \$50,000.00 THROUGH THE 2019 CONSOLIDATED FUNDING APPLICATION FOR THE PREPARATION OF AN ENGINEERING REPORT FOR THE REPLACEMENT OF THE CRESCENT AVENUE PUMPING STATION

WHEREAS, the City of Newburgh and the Town of Newburgh are parties to an Inter-Municipal Agreement providing for the upgrade of the Crescent Avenue Pumping Station; and

WHEREAS, the City of Newburgh proposes to fund the preparation of an engineering report for the replacement of the Crescent Avenue Pumping Station through the 2019 Consolidated Funding Application to the Department of Environmental Conservation/Environmental Facilities Corporation Wastewater Infrastructure Engineering Planning Grant Program; and

WHEREAS, the City of Newburgh is eligible for a Department of Environmental Conservation/Environmental Facilities Corporation Wastewater Infrastructure Engineering Planning Grant for funding up to \$50,000.00 for the preparation of an engineering report with a 20% match which can be in the form of in-kind services provided by the City's Engineering Department; and

WHEREAS, this Council has determined that applying for and accepting the grant if awarded 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 apply for and accept if awarded a Department of Environmental Conservation/Environmental Facilities Corporation Wastewater Infrastructure Engineering Planning Grant in an amount not to exceed \$50,000.00 with a 20% percent match in the form of in-kind services by the City Engineering Department; and to execute all such further contracts and documentation and take such further actions as may be appropriate and necessary to accept such grant and administer the programs funded thereby.

DEC/EFC Wastewater Infrastructure Engineering Planning Grant Program

Funding Available: Up to \$3 million

Description

The New York State Department of Environmental Conservation (DEC), in conjunction with the New York State Environmental Facilities Corporation (EFC), will offer grants to municipalities to help pay for the initial planning of eligible Clean Water State Revolving Fund (CWSRF) water quality projects. Up to \$3 million has been made available for this round of the Wastewater Infrastructure Engineering Planning Grant (EPG) program.

Grants of up to \$100,000⁴⁷ are available to finance engineering and planning services for the production of an engineering report.

The ultimate goal of the EPG program is to advance water quality projects to construction so successful applicants can use the engineering report funded by the grant to seek financing through the CWSRF program, Water Quality Improvement Project program, or other funding entities to further pursue the identified solution.

Eligible Applicants

- Municipalities as defined in the Definitions section of this document; and
- Median household income (MHI) of the municipality must be:
 - Equal to or less than \$70,000 according to the United States Census, 2017 American Community Survey for municipalities located in Regional Economic Development Council (REDC) regions of Capital District, Southern Tier, North Country, Mohawk Valley, Central NY, Finger Lakes, or Western NY; or
 - Equal to or less than \$90,000 according to the United States Census, 2017 American Community Survey for municipalities located in REDC regions of Long Island, New York City and Mid-Hudson.

A summary of the United States Census, 2017 American Community Survey MHI data can be found on the EPG page on the EFC website at www.efc.ny.gov/epg.

- Municipalities may have no more than two active EPG awards at the same time. An active EPG award includes a project that has been awarded funding and is awaiting an executed grant agreement or currently has an executed grant agreement with EFC.

Eligible Activities

Funding can be used by municipalities for the preparation of an engineering report⁴⁸. This includes planning activities to determine the scope of water quality issues, evaluation of alternatives, and the recommendation of a capital improvement project. In addition, the costs to conduct an environmental review for the recommended alternative are eligible. Design and construction costs are not eligible.

Priority will be given to municipalities proposing planning activities that are:

- required by an executed Order on Consent; or
- required by a draft or final State Pollutant Discharge Elimination System (SPDES) permit (e.g. nutrient removal, inflow and infiltration, disinfection); or
- upgrading or replacing an existing wastewater system; or

⁴⁷ See the "Grant Award Details" section of this document for details of funding amounts.

⁴⁸ See the "Definitions" section of this document for specific information on the required contents of the engineering report.

- constructing a wastewater treatment and/or collection system for an area with failing onsite septic systems; or
- addressing a pollutant of concern in a watershed implementation plan (i.e. Total Maximum Daily Load (TMDL), Nine Element Watershed Plan, or DEC HABs Action Plan).

Requirements

The report must follow EFC's current Engineering Report Outline, consider storm and flood resiliency (sea level rise, storm surge, potential for flooding impacts, or other extreme weather event)⁴⁹ and a comprehensive analysis of the following alternatives:

- No-action alternative
- Green infrastructure, in combination with gray infrastructure or individually, is required for projects involving stormwater, including stormwater inflow to sewer systems. A justification must be provided if a green infrastructure component is not part of the recommended alternative.
- Repair or replacement versus new construction
- Regional consolidation opportunities
- Centralized versus decentralized (for new systems), or a combination thereof (small cluster or individual systems)

Any alternatives considered technically infeasible should be identified as such and the rationale briefly discussed.

Smart Growth alternative(s) must be considered and documented in the engineering report.

Ineligible Planning Activities

- Projects that do not lead to the restoration or protection of a surface waterbody or groundwater.
- Projects that do not address improvements to a publicly-owned treatment works.⁵⁰
- Projects and scope that are listed on the 2019 CWSRF Intended Use Plan Annual Project Priority List.

Grant Awards

There are three grant award categories, as listed below, for the planning of wastewater infrastructure projects. The first two categories are for any wastewater infrastructure-related planning activity, including disinfection. The third category is limited to inflow and infiltration evaluations as a result of an Order on Consent or SPDES Permit Compliance Schedule

Category 1 - \$30,000 Grant

- Population of Municipality: 50,000 or less according to the United States Census, 2017 American Community Survey. Population data can be found on the EFC website at www.efc.ny.gov/epg.

⁴⁹ Must be consistent with the NYS Community Risk and Resiliency Act.

⁵⁰ In accordance with the laws, rules and regulations governing the CWSRF, projects defined in the federal Clean Water Act, Section 212 as treatment works must be publicly-owned. See the "Definitions" section of this document on what is considered an eligible publicly-owned treatment works activity.

Category 2 - \$50,000 grant

- Population of Municipality: Greater than 50,000 according to the United States Census, 2017 American Community Survey. Population data can be found on the EFC EPG website at www.efc.ny.gov/epg.

Category 3 - \$100,000 grant (only for inflow and infiltration projects as a result of an Order on Consent or SPDES Permit Compliance Schedule)

- Population of Municipality: no limit

Match

All grants require a local match equal to 20 percent of the requested grant amount. The match may include cash and/or in-kind services⁵¹. Other grants may not be used for local match. The applicant should identify the source of the match at the time that the application is submitted.

Grant Payment

The grant will be disbursed in two or more payments based on the municipality's progress toward completion of an acceptable engineering report. The municipality will receive its first disbursement as an advance payment once the grant agreement is executed. The final disbursement will be made to the municipality when its engineering report has been completed and accepted by DEC and EFC.

Long Range Program Goals

The state encourages grant recipients to use the engineering report completed under this grant to seek financing through the CWSRF program, Water Quality Improvement Project program, or from other funding entities to further pursue the recommended solution.

Evaluation Criteria

Applications will be scored and selected based on the following criteria:

- Will provide a measurable improvement or protection of water quality
- Is identified in a SPDES permit, consent order, or watershed Implementation plan (i.e. Total Maximum Daily Load (TMDL), Nine Element Watershed Plan, or DEC HABs Action Plan) or is a new wastewater treatment system and/or collection system to replace or upgrade an existing system or unsewered area
- Is identified in a formally adopted plan such as a comprehensive plan, master plan, asset management plan, or local waterfront revitalization plan
- Addresses a DEC priority
- Aligns with the goals and priorities of its Regional Council Strategic Plan

⁵¹ See the "Definitions" section of this document for specific information on what is considered in-kind services.

Performance Measures	<p>Project would address a pollutant of concern in a DEC-approved watershed implementation plan (i.e. TMDL, Nine Element Watershed Plan, or DEC HABs Action Plan), CSO Long Term Control Plan or SSO plan</p> <p>OR</p> <p>would address the discharge of a pollutant causing the impairment to a waterbody listed in the WI/PWL segment assessment as “precluded” or “impaired”</p> <p>OR</p> <p>is to upgrade municipal systems to meet new wastewater treatment effluent disinfection requirements.</p> <p>Points: 38</p>	<p>Project would address the discharge of a pollutant causing the impairment of a waterbody listed in the WI/PWL segment assessment as “stressed” or “threatened”</p> <p>Points: 20</p>	<p>Project would address a documented water quality impairment that is not listed in the WI/PWL segment assessment.</p> <p>Points: 10</p>	<p>Project is necessary to preserve or protect a surface waterbody; no impairment associated with wastewater discharges is listed in the WI/PWL segment assessment.</p> <p>Points: 5</p>
Strategies	<p>The planning project is required by a draft or final SPDES Permit or Order on Consent, including the preparation of a flow management plan; or is identified in a DEC-approved watershed implementation plan (i.e. TMDL, Nine Element Watershed Plan, or DEC HABs Action Plan).</p> <p>Points: 22</p>	<p>The planning project is for a new wastewater treatment and/or collection system to replace or upgrade an existing system, but is not required by a draft or final SPDES Permit or Consent Order. This includes regionalization projects.</p> <p>Points: 12</p>	<p>The planning project is for a new wastewater treatment and/or collection system for a currently unsewered area.</p> <p>Points: 6</p>	
Vision	<p>Project is in a formally adopted plan⁵²</p> <p>AND</p> <p>Applicant has demonstrated that the public and stakeholders who will be affected by, or who can advance the project, have been engaged in project planning and implementation.</p> <p>Points: 10</p>	<p>Project is in a formally adopted plan</p> <p>OR</p> <p>Applicant has demonstrated that the public and stakeholders who will be affected by, or who can advance the project, have been engaged in project planning and implementation.</p> <p>Points: 5</p>	<p>Project is not in a formally adopted plan</p> <p>AND</p> <p>Applicant has not demonstrated that the public and stakeholders who will be affected by, or who can advance the project, have been engaged in project planning and implementation.</p> <p>Points: 0</p>	
Agency Priority	<p>Planning projects that are:</p> <ul style="list-style-type: none"> required by an executed Order on Consent; or required by a draft or final SPDES permit (e.g. 	<p>Project to upgrade or replace an existing wastewater system.</p> <p>Points: 5</p>	<p>Project does not align with DEC and EFC priorities.</p> <p>Points: 0</p>	

⁵² Formally adopted plans include comprehensive plans, master plans, asset management plans, local waterfront revitalization plans, and other land use planning type plans. Unacceptable plans include: annual system reports; consent orders, REDC strategies; TMDLs; TMDL implementation plans; watershed implementation plans; and watershed action agendas.

	disinfection, nitrification, etc.); or <ul style="list-style-type: none"> • constructing a wastewater treatment and/or collection system for an area with failing onsite septic systems; or • identified in a DEC-approved watershed implementation plan (i.e. TMDL, Nine Element Plan or DEC HABs Action Plan); or • submitted by an applicant who qualifies as a hardship community in the 2018 CWSRF Intended Use Plan. <p>Points: 10</p>		
Regional Economic Development Priority	Up to 20 points is assigned by the Regional Economic Development Council according to their criteria.		

Applications will receive a final score and be selected for grant funding from the highest down to the lowest ranked scores.

In case of a tie, DEC will look at individual scoring categories in the following order to determine a grant award:

1. Performance Measures
2. Strategies
3. Vision
4. Agency priorities
5. REDC
6. Tie breaker: date and time received

DEC and EFC will consider regional distribution in the determination of awards, to the extent practicable.

Multiple Application Submissions

EFC/DEC reserve the right to limit the number of awards per municipality to one per Round. If an applicant chooses to submit multiple applications for their municipality, please prioritize the applications. Please note, municipalities may only have two active EPG awards.

Successful Applicant Requirements

Documentation: Successful applicants must enter into a grant agreement to receive grant funds. Documentation for the following requirements must be submitted prior to the execution of the grant agreement.

1. Detailed final budget and plan of finance including all third-party funding agreements, and satisfaction of the minimum 20 percent local match requirement.
2. Board resolution authorizing and obligating local match funds.
3. Board resolution declaring State Environmental Quality Review Act (SEQR) findings or determinations for the planning activities associated with the grant.

4. Legal right to own, operate and maintain the project for the duration of its useful life.
5. Executed Engineering Agreement that complies with NYS Minority/Woman-owned Business Enterprises (MWBE) and Service Disabled Veteran-Owned Business (SDVOB) Program, and Equal Employment Opportunity (EEO) requirements.
6. Completed Smart Growth Assessment Form.
7. Board resolution for designation of an Authorized Representative for the project.

The grant agreement must be executed within 12 months of grant award.

Definitions

Engineering Report - means the document or documents, which determines the technical feasibility and estimated cost of a CWSRF eligible project. [21 NYCRR 2602.2(a)(22) New York State Clean Water Revolving Fund Regulations]

In-Kind Services - means services performed by capable and qualified employees of the grant recipient for technical and administrative force accounts that are directly related to and in support of the development of the Engineering Report and are deemed reasonable by the Environmental Facilities Corporation.

Municipality - means any county, city, town, village, district corporation, county or town improvement district, Indian reservation wholly within New York State, any public benefit corporation or public authority established pursuant to the laws of New York or any agency of New York State which is empowered to construct and operate a project, or any two or more of the foregoing which are acting jointly in connection with a project. [21 NYCRR 2602.2(a)(49) New York State Clean Water Revolving Fund Regulations]

Planning - means the orderly development of a project concept from the original statement of need or purpose through the evaluation of alternatives to a final recommendation on a course of action and measures to implement the selected alternative, including completion of the environmental review process. [21 NYCRR 2602.2(a)(51) New York State Clean Water Revolving Fund Regulations]

Treatment Works (Publicly-Owned) – Includes any devices and systems used in the storage, treatment, recycling and reclamation of municipal sewage or industrial wastes of a liquid nature. It also includes sewers, pipes and other conveyances, only if they convey wastewater to a publicly owned treatment plant, and combined storm water and sanitary sewer systems. [Section 212 (2) (A) & (B) of the Federal Clean Water Act].

Watershed Implementation Plan – Total Maximum Daily Load (TMDL), DEC Harmful Algal Blooms (HABs) Action Plan (<https://www.dec.ny.gov/chemical/113733.html>), or Nine Element Plan, (<https://www.dec.ny.gov/chemical/103264.html>)

Additional Resources

- NYS EFC engineering report guidelines: <https://www.efc.ny.gov/EPG>
- DECinfo Locator (most up to date source of WI/PWL segment assessments): <https://www.dec.ny.gov/pubs/109457.html>

- *TR-16 Guides for the Design of Wastewater Treatment Works, Latest Edition*—New England Interstate Water Pollution Control Commission: <http://neiwppcc.org/learning-center/tr-16-guides-design-wastewater-treatment-works/>
- *The New York State Flood Risk Management Guidance for Implementation of the Community Risk and Resiliency Act*:
<https://www.dec.ny.gov/energy/102559.html#Implementation>
- For more information, visit <http://www.dec.ny.gov/pubs/81196.html> or www.efc.ny.gov/epg

RESOLUTION NO.: 160 - 2019

OF

JULY 8, 2019

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE
CHANGE ORDER NO. 5G WITH METRA INDUSTRIES TO INCREASE THE
CONTRACT AMOUNT BY \$67,202.82 AND INCREASING THE TOTAL CONTRACT
AMOUNT FROM \$3,230,912.18 TO \$3,298,115.00 IN THE CONSTRUCTION OF
THE LIBERTY AND GRAND STREETS SANITARY SEWER IMPROVEMENTS PROJECT**

WHEREAS, the City of Newburgh proposes to separate the combined sewer system and install new sewer and stormsewers for Liberty, Grand, Clinton and Montgomery Streets by removing existing combined sewer and installing new sanitary sewer and new stormsewers, along with new catchbasin structures and sanitary sewer manholes, in previously disturbed surfaces; and

WHEREAS, by Resolution No. 277-2017 of October 10, 2017, the City Council of the City of Newburgh awarded the base bid for construction of the Liberty and Grand Streets Sanitary Sewer Improvements Project (the "Project") to Metra Industries for the amount of \$3,248,115.00; and

WHEREAS, by Resolution No. 15-2018 of January 22, 2018, the City Council amended Resolution No. 277-2017 to award Additive Bid No. 1A - Water Services Replacement in the amount not to exceed \$50,000.00 for the replacement of lead and water copper services associated with the Project to Metra Industries for a total contract price of \$3,298,115.00; and

WHEREAS, by Resolution No. 194-2018 of August 13, 2018, the City Council authorized the City Manager to execute Change Order No. 1G to increase the contract term by 36 days until October 2, 2018 and Change Order No. 2G increasing the total contract price by \$71,354.58 to a total contract price of \$3,369,469.58; and

WHEREAS, by Resolution No. 348-2018 of November 26, 2018, the City Council authorized the City Manager to execute Change Order 3G in the amount of \$1,914.40 as a credit to the contractor decreasing the total contract price from \$3,369,469.58 to \$3,367,555.18; and

WHEREAS, by Resolution No. 2-2019 of January 14, 2019, the City Council authorized the Interim City Manager to execute Change Order 4G in the amount of \$136,643.00 as a credit to the contractor decreasing the total contract price from \$3,367,555.18 to \$3,230,912.18; and

WHEREAS, further adjustments to the contract require Change Order No. 5G to increase the total contract price by \$67,202.92 to a total contract price of \$3,298,115.00; and

WHEREAS, funding for the change order in the Project shall be derived from EFC Loan C3-7332-75/76; GL Code: HG1.8120.0200.8202.2015;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he hereby is authorized to execute Change Order No. 5G increasing the total contract price by 67,202.92 to a total contract price of \$3,298,115.00 in connection with the Metra Industries construction contract for the Liberty and Grand Streets Sanitary Sewer Improvements Project.



637 Broadway, Suite 2B
Newburgh, NY 12550
(845) 391-8360
(845) 391-8361 Fax

LETTER OF TRANSMITTAL

DATE: June 11, 2019

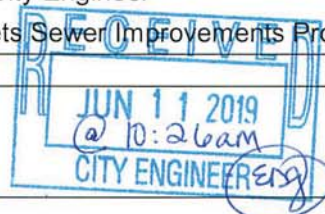
JOB No.: 1352.005.002

PHASE: 0800

ATTENTION: Mr. Jason Morris, P.E. City Engineer

RE: Liberty and Grand Streets Sewer Improvements Project

To: The City of Newburgh
83 Broadway
Newburgh, NY 12550



WE ARE SENDING YOU: ☐ Attached ☐ Separate cover VIA: ☒ Hand Delivery ☐ US Mail ☐ Pickup
☐ Courier: _____ airbill # _____ Delivery: ☐ Overnight / ☐ 2-day / Other: _____

the following Items:

☐ Prints ☐ Plans ☐ Shop drawings ☐ Report ☐ Specifications
☐ Change Order ☐ Letter ☐ Application ☐ Samples ☒ Other Pay application

COPIES	DATE	DESCRIPTION
1	06/11/19	Change order #5

THESE ARE TRANSMITTED as checked below:

☒ For approval ☐ Approved as submitted ☐ Resubmit _____ copies for approval
☐ For your use ☐ Approved as noted ☐ Submit _____ copies for distribution
☐ As requested ☐ Revise and Noted - Resubmit ☐ Return _____ corrected plans
☐ For review and comment ☐ Rejected - Resubmit as Specified ☐ Prints returned after loan to us
☐ For bids due _____ ☐ Other _____

REMARKS:

Please find change order #5.

Please contact our office with any questions.

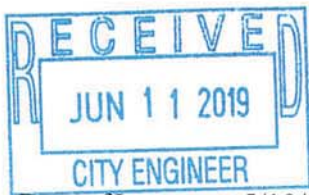
Thank you,

Barton & Loguidice, D.P.C.

cc:

Printed name: Matthew Scavarda

Title: Engineer II



Change Order

No. **5G**

Date of Issuance: 5/10/2019

Effective Date: 5/10/2019

Project: Liberty and Grand Streets Sewer Improvements	Owner: City of Newburgh	Owner's Contract No.: 1G
Contract: General Construction		Date of Contract: October 23, 2017
Contractor: Metra Industries, 50 Muller Pl. Little Falls Passaic New Jersey		Engineer's Project No.: 1352.005.002

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

Description: Quantity adjustments, costs associated with design changes, and extra work orders.

Attachments (list documents supporting change):

Change order 5G spreadsheet summary. Extra work orders.

CHANGE IN CONTRACT PRICE:

Original Contract Price:

\$3,298,115.00

Decrease from previously approved Change Orders:

\$67,202.82

Contract Price prior to this Change Order:

\$3,230,912.18

Increase of this Change Order:

\$67,202.82

Contract Price incorporating this Change Order:

\$3,298,115.00

CHANGE IN CONTRACT TIMES:

Original Contract Times: ☐ Working days ☒ Calendar days

Substantial completion (days or date): 8/27/2018

Ready for final payment (days or date): 10/26/2018

Increase from previously approved Change Orders

Substantial completion (days): 36

Ready for final payment (days): 36

Contract Times prior to this Change Order:

Substantial completion (days or date): 10/2/18

Ready for final payment (days or date): 12/1/18

Increase of this Change Order: *

Substantial completion (days or date): *

Ready for final payment (days or date): *

Contract Times with all approved Change Orders:

Substantial completion (days or date): 10/2/18

Ready for final payment (days or date): 12/1/18

RECOMMENDED:

By: [Signature]
Engineer (Authorized Signature)

Date: 6/10/19

Approved by Funding Agency (if applicable): *AS per Resolution No. -2019

ACCEPTED:

By: [Signature]
Owner (Authorized Signature)
Joseph P. Donat, City Manager

Date: _____

ACCEPTED:

By: [Signature]
Contractor (Authorized Signature)

Date: May 20, 2019

Date: _____

EJCDC C-941 Change Order

Prepared by the Engineers Joint Contract Documents Committee and endorsed by the Construction Specifications Institute.
Page 1 of 1

Item No.	Description	Reason for Change	Quantity	Unit	\$/Unit	Total Cost	Adjusted Time (Days)
EW 21	Additional Excavation	Due to a conflict with existing utilities, the new storm sewer was lowered to avoid the conflict.	1	LS	\$44,284.36	\$20,055.65	0
EW 25	Flushing Sewer Mains	Flushing of existing sanitary sewer on Liberty Street	1	LS	\$54,424.85	\$27,709.10	
EW 28	24" Storm Sewer	Reinstallation of 24" storm pipe	1	LS	\$1,639.26	\$0.00	0
EW 29	8" Water Main Repair	Additional cost to repair broken water main	1	LS	\$10,682.12	\$0.00	
EW 30	Catch Basin Holes	Precast Holes in structures were too small to accept pipes	1	LS	\$3,233.14	\$0.00	0
EW 31	Connect Existing Sewer	Connect existing sewer to manhole 2A	1	LS	\$9,045.10	\$0.00	0
EW 32	Existing Utilities	Additional cost to cross an existing watermain not shown on plans.	1	LS	\$2,354.69	\$0.00	0
EW 35	Additional Lateral At 268	Additional cost to install a lateral at 268 Grand Street	1	LS	\$3,322.49	\$0.00	0
EW 36	Additional Rock Removal	Rock removal encountered during utility installation	1	LS	\$10,495.71	\$10,495.71	0
EW 37	Water Main repair	Contractor assisted city to repair 4" water main	1	LS	\$3,879.64	\$3,879.64	0
EW 38	Handle Trench Box and Plates	Contractor was directed to excavate and shore a pit to allow access to the existing sewer for CCTV and cleaning	1	LS	\$3,189.24	\$3,189.24	0
EW 39	Lateral and Water service at 416 Liberty Street	Contractor was directed to excavate and shore a pit to allow access to the existing sewer for CCTV and cleaning	1	LS	\$7,515.82	\$0.00	0
EW 40	CB at 238 Grand Street	Contractor was directed to perform cleaning and CCTV investigative work on unknow sewer mains	1	LS	\$7,088.65	\$0.00	0
EW 41	Locate existing laterals	Contractor removed the trench box and plates from access for for flushing sewer on Grand street and backfilled hole.	1	LS	\$8,967.67	\$0.00	0
EW 42	Backfill Test Pit on Grand Street	Contractor disconnected temporary tie in of existing sewer system to the new storm sewer and reconnected to the new sanitary sewer.	1	LS	\$2,922.48	\$2,922.48	0
EW 44	Sanitary Lateral at 378-380 Liberty Street	Additional costs resulting from design changes of the sanitary sewer on Liberty Street	1	LS	\$4,475.99	\$0.00	0
EW 45	Water Main Repair	Contractor assisted city to repair 8" water main	1	LS	\$8,566.16	\$0.00	0
EW 46	Broken Gas Service	During excavation of revised profile of sanitary sewer rock had to be removed.	1	LS	\$2,579.87	\$0.00	0
38	Remove and Reset Bluestone	Quantity adjustment	242.5	LF	-\$242.50	-\$241.50	0
39	Reset Cobblestone Gutter	Quantity adjustment	161.5	LF	-\$807.50	-\$807.50	0

Total Cost \$67,202.82

RESOLUTION NO.: 161 - 2019

OF

JULY 8, 2019

RESOLUTION APPROVING
THE NEW YORK COOPERATIVE LIQUID ASSETS SECURITIES SYSTEM
COOPERATIVE AGREEMENT

WHEREAS, New York Cooperative Liquid Assets Securities System (NYCLASS) is a short term, liquid investment fund designed specifically for the public sector; and

WHEREAS, New York General Municipal Law, Article 5-G, Section 119-o (“Section 119-o”) empowers municipal corporations, as defined in Article 5-G, Section 119-n to include school districts, boards of cooperative educational services, counties, cities, town and villages, and districts, to enter into, amend, cancel and terminate agreements for the performance among themselves (or one for the other) of their respective functions, powers and duties on a cooperative or contract basis; and

WHEREAS, the City of Newburgh wishes to invest portions of its available investment funds in cooperation with other corporations and/or districts pursuant to the NYCLASS Municipal Cooperation Agreement Amended and Restated as of March 14, 2014; and

WHEREAS, the City of Newburgh wishes to assure the safety and liquidity of its funds;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Newburgh as follows that Todd Venning, Director of Finance/City Comptroller, is hereby authorized to execute and deliver the Cooperative Investment Agreement in the name of and on behalf of the City of Newburgh.

Director of Finance/City Comptroller

Signature of Todd Venning
Per Res. No.

Title

Todd Venning

Printed Name

Date

RESOLUTION NO.: 162 - 2019

OF

JULY 8, 2019

**A RESOLUTION AUTHORIZING THE CITY MANAGER
TO RENEW THE LEASE AGREEMENT WITH PITNEY BOWES
FOR THE POSTAGE MACHINE IN 123 GRAND STREET
BILLED AT \$232.74 PER QUARTER FOR 48 MONTHS**

WHEREAS, the City of Newburgh proposes to renew a lease agreement with Pitney Bowes for the postage machine in 123 Grand Street; and

WHEREAS, the terms of the renewal lease agreement provide for a quarterly billing in the amount of \$232.74 for a period of 48 months with funding to be derived from A.1670.400; and

WHEREAS, entering into a new lease will yield a total savings of \$181.89 per quarter; and

WHEREAS, this Council has reviewed such lease agreement and finds that the execution of such lease 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 a lease agreement with Pitney Bowes, in substantially the same form as annexed hereto and subject to such other terms and conditions as may be required by Counsel, to renew the lease for the postage machine for 123 Grand Street.

RESOLUTION NO.: 163-2019

OF

JULY 8, 2019

**A RESOLUTION AUTHORIZING THE EXECUTION
OF A RELEASE OF RESTRICTIVE COVENANTS AND RIGHT OF RE-ENTRY
FROM A DEED ISSUED TO LUCIE P. COSTA TO THE PREMISES KNOWN AS
448 POWELL AVENUE (F/K/A 452 POWELL AVENUE) (SECTION 4, BLOCK 1, LOT 24)**

WHEREAS, on December 12, 2001, the City of Newburgh conveyed property located at 448 Powell Avenue (f/k/a 452 Powell Avenue), being more accurately described on the official Tax Map of the City of Newburgh as Section 4, Block 1, Lot 24, to Lucie P. Costa; and

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

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

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to execute the release, annexed hereto and made a part of this resolution, of restrictive covenants numbered 1, 2, 3, 4, 5, and 6 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 448 Powell Avenue (f/k/a 452 Powell Avenue), Section 4, Block 1, Lot 24 on the Official Tax Map of the City of Newburgh, from those restrictive covenants numbered 1, 2, 3, 4, 5, and 6 in a deed dated December 12, 2001, from THE CITY OF NEWBURGH to LUCIE P. COSTA, recorded in the Orange County Clerk's Office on January 14, 2002, in Liber 5744 of Deeds at Page 309 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

By: _____
Joseph Donat, 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.: 164 -2019

OF

JULY 8, 2019

**A RESOLUTION AUTHORIZING THE EXECUTION
OF A RELEASE OF RESTRICTIVE COVENANTS AND RIGHT OF RE-ENTRY
FROM A DEED ISSUED TO DAVID FREEMAN TO THE PREMISES KNOWN AS
12 SPRING STREET (SECTION 39, BLOCK 4, LOT 22)**

WHEREAS, on November 30, 1981, the City of Newburgh conveyed property located at 12 Spring Street, being more accurately described on the official Tax Map of the City of Newburgh as Section 39, Block 4, Lot 22, to David Freeman; and

WHEREAS, the current owner, by his attorney, has requested a release of the restrictive covenants contained in said deed; and

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

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

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 12 Spring Street, Section 39, Block 4, Lot 22 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 November 30, 1981, from THE CITY OF NEWBURGH to DAVID FREEMAN, recorded in the Orange County Clerk's Office on December 7, 1981, in Liber 2211 of Deeds at Page 62 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

By: _____
Joseph Donat, 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.: 165 - 2019

OF

JULY 8, 2019

**A RESOLUTION AUTHORIZING THE CITY MANAGER
TO ENTER INTO A LICENSE AGREEMENT WITH
HABITAT FOR HUMANITY OF GREATER NEWBURGH, INC.
TO ALLOW ACCESS TO 511 SOUTH STREET (SECTION 14, BLOCK 3, LOT 14)
TO CONDUCT A SITE INVESTIGATION**

WHEREAS, Habitat for Humanity of Greater Newburgh, Inc. has expressed an interest in redeveloping City-owned vacant land located at 511 South Street more accurately described as Section 14, Block 3, Lot 14 on the official tax map of the City of Newburgh (the "Property"), for the purpose of constructing a new residence for the purpose of homeownership; and

WHEREAS, Habitat for Humanity of Greater Newburgh, Inc. has requested that the City of Newburgh allow access to the Property prior to finalizing a transfer of the property for the purposes of and to perform a site investigation; and

WHEREAS, such access to the Property requires the parties to execute a license agreement, a copy of which is attached hereto and made a part of this resolution; and

WHEREAS, this Council has reviewed such license and has determined that entering into the same would be in the best interests of the City of Newburgh and its further development;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to enter into the attached license agreement with Habitat for Humanity of Greater Newburgh, Inc. to allow access to City-owned property identified as 511 South Street, Section 14, Block 3, Lot 14, for the purpose of performing a site investigation.

LICENSE AGREEMENT

THIS LICENSE AGREEMENT, dated as of _____, 2019, by and between:

THE CITY OF NEWBURGH, a New York municipal corporation with offices at 83 Broadway, City Hall, Newburgh, New York 12550 (“City” or “Licensor”); and

HABITAT FOR HUMANITY OF GREATER NEWBURGH, INC., a New York not-for-profit corporation with a mailing address of 125 Washington Street, Newburgh, New York 12550 (“Licensee”).

WHEREAS, the City is the owner of real property identified as 511 South Street in the City of Newburgh, and more accurately described as Section 14, Block 3, Lot 14 on the official tax map of the City of Newburgh (the “Property”); and

WHEREAS, the Licensee has requested a license or privilege of gaining access to and performing work upon the Property, on behalf of itself and its employees, agents and contractors for the purpose of conducting a site; and

WHEREAS, Licensor is willing to give said license or privilege on the following terms and conditions:

NOW, THEREFORE, it is hereby agreed between the parties as follows:

Section 1. Grant of License. The City hereby represents that it owns the real property located at 511 South Street in the City of Newburgh, and more accurately described as Section 14, Block 3, Lot 14 on the official tax map of the City of Newburgh (the “Property”) and that it has duly authorized this License Agreement. The City hereby grants Licensee a revocable license for Licensee and Licensee’s employees, volunteers, agents and contractors, upon the conditions hereinafter stated, the license or privilege of entering upon the Property, and taking thereupon such vehicles, equipment, tools, machinery and other materials as may be necessary, for the purposes of and to perform a site investigation, including but not limited to subsurface investigation which may include a excavating, digging test pits, soil boring, testing, sampling, restoration and any and all other work appurtenant thereto.

Section 2. Scope of License. Entry to the Property is limited to the minimum access necessary to facilitate and accomplish the site investigation. Licensee agrees to perform the site investigation of vacant property and associated tasks in such manner as will comply fully with the provisions of any laws, ordinances or other lawful authority, obtaining any and all permits required thereby.

Section 3. Insurance. The Licensee shall not commence or perform site investigation work nor operate machinery under this License Agreement until it has obtained all insurance required under this Section 3 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 License Agreement.

C. Licensee may retain certain employees, agents, contractors and consultants to perform the subject work. In the contract by which Licensee retains such agents, Licensee and such agents shall provide and maintain insurances as required by this Section 3 and name Licensor as additional insured under insurance coverage concerning Licensee's performance of the work referenced herein.

Section 4. Damages. 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.

Section 5. Defense and Indemnity. Licensee shall defend, indemnify and hold the City harmless against any and all claims, actions, proceedings, and lawsuits arising out of or relating to the access and use of the Property under this License Agreement, excepting gross negligence or misconduct by the City.

Section 6. Term of License. The license or privilege hereby given shall expire and terminate upon the completion of the site investigation by Licensee and its agents, employees and contractors, and the restoration of the property to a clean and orderly state and in the same condition as existed prior to the granting of this license.

Section 7. Assignment of License; No Sub-Licensing. This License may not be assigned or sub-let to any other party.

Section 8. Termination of License. The City, at its sole discretion and, with or without cause, may, without prejudice to any other rights or remedy it may have, by 48 hours' notice to the Licensee, terminate the agreement.

Section 9. New York Law. This License Agreement shall be construed under New York law and any and all proceedings brought by either party arising out of or related to this License shall be brought in the New York Supreme Court, Orange County.

Section 11. Modification of License Agreement. This License Agreement may not be modified except by a writing subscribed by both parties to this Agreement.

Section 12. It is understood and agreed that no vested right in said premises is hereby granted or conveyed from either party to the other, and that the privileges hereby given are subject to any and all encumbrances, conditions, restrictions and reservations upon or under which the parties held said premises prior to the granting of this license.

WITNESSETH:

THE CITY OF NEWBURGH
LICENSOR

By: _____
Joseph P. Donat, City Manager
Per Resolution No.:

HABITAT FOR HUMANITY OF GREATER
NEWBURGH, INC.
LICENSEE

By: _____

Approved as to form:

MICHELLE KELSON
Corporation Counsel

TODD VENNING
City Comptroller

RESOLUTION NO.: 166 - 2019

OF

JULY 8, 2019

**A RESOLUTION TO AUTHORIZE THE CONVEYANCE OF REAL PROPERTY
KNOWN AS 24 TEMPLE AVENUE (SECTION 32, BLOCK 3, LOT 8) AT PRIVATE SALE
TO JOHN NOTARO FOR THE AMOUNT OF \$84,900.00**

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 24 Temple Avenue, being more accurately described as Section 32, Block 3, Lot 8, 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 property 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 October 11, 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>
24 Temple Avenue	32 - 3 - 8	John Notaro	\$84,900.00

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

Terms and Conditions Sale

24 Temple Avenue, City of Newburgh (SBL: 32-3-8)

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 **2019-2020**, 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 **2019-2020**, 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 Purchaser** by money order or guaranteed funds to the City of Newburgh Comptroller's Office by the date listed in the approved City Council Resolution, notwithstanding any extensions of time granted pursuant to terms contained herein ("Closing Deadline"). Such closing costs/fees may include, but are not limited to: recording fees, tax adjustments as of the day of closing, fuel oil adjustments, and applicable condominium charges (e.g. monthly maintenance charges, assessment charges, transfer buy-in fees, and/or closing package ordering fees). *The City of Newburgh does not accept credit card payments for the purchase price and closing costs/fees. The City is not required to send notice of acceptance or any other notice to a purchaser.*
11. Provided that the sale is not subject to an owner-occupancy restriction as set forth in paragraph 20, the 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.
12. 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.
13. 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.
14. 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.
15. 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.**
16. 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.
17. 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.

18. 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.
19. 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.
20. Within ten (10) business days of approval of sale by the City of Newburgh, the purchaser shall tender a non-refundable downpayment in the amount of **(\$10,000.00)** payable to "City of Newburgh" by money order or guaranteed funds to the City of Newburgh Comptroller's Office. At closing, the downpayment amount shall be credited against the purchase price.

ACKNOWLEDGED AND AGREED

Date: _____

John Notaro

RESOLUTION NO.: 167 - 2019

OF

JULY 8, 2019

**A RESOLUTION TO AUTHORIZE THE CONVEYANCE OF REAL PROPERTY
KNOWN AS 44 HASBROUCK STREET (SECTION 38, BLOCK 3, LOT 50)
AT PRIVATE SALE TO JUDY GOLDBERGER FOR THE AMOUNT OF \$25,000.00**

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

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

WHEREAS, the City of Newburgh desires to sell 44 Hasbrouck Street, being more accurately described as Section 38, Block 3, Lot 50, 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 property 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 October 11, 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>
44 Hasbrouck Street	38 - 3 - 50	Judy Goldberger	\$25,000.00

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

Terms and Conditions Sale

44 Hasbrouck Street, City of Newburgh

(SBL: 38-3-50)

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 **2019-2020**, 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 **2019-2020**, 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 Purchaser** by money order or guaranteed funds to the City of Newburgh Comptroller's Office by the date listed in the approved City Council Resolution, notwithstanding any extensions of time granted pursuant to terms contained herein ("Closing Deadline"). Such closing costs/fees may include, but are not limited to: recording fees, tax adjustments as of the day of closing, fuel oil adjustments, and applicable condominium charges (e.g. monthly maintenance charges, assessment charges, transfer buy-in fees, and/or closing package ordering fees). *The City of Newburgh does not accept credit card payments for the purchase price and closing costs/fees. The City is not required to send notice of acceptance or any other notice to a purchaser.*
11. Provided that the sale is not subject to an owner-occupancy restriction as set forth in paragraph 20, the 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.
12. 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.
13. 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.
14. 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.
15. 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.**
16. 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.

17. 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.
18. 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.
19. 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.
20. Within ten (10) business days of approval of sale by the City of Newburgh, the purchaser shall tender a non-refundable downpayment in the amount of **(\$2,000.00)** payable to "City of Newburgh" by money order or guaranteed funds to the City of Newburgh Comptroller's Office. At closing, the downpayment amount shall be credited against the purchase price.

ACKNOWLEDGED AND AGREED

Date: _____

Judy Goldberger

RESOLUTION NO.: 168 - 2019

OF

JULY 8, 2019

**A RESOLUTION TO AUTHORIZE THE CONVEYANCE OF REAL PROPERTY
KNOWN AS 31 LUTHERAN STREET (SECTION 29, BLOCK 3, LOT 17)
AT PRIVATE SALE TO SARAH MICHAEL FOR THE AMOUNT OF \$10,000.00**

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

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

WHEREAS, the City of Newburgh desires to sell 31 Lutheran Street, being more accurately described as Section 29, Block 3, Lot 17, 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 property 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 October 11, 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>
31 Lutheran Street	29 - 3 - 17	Sarah Michael	\$10,000.00

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

Terms and Conditions Sale

31 Lutheran Street, City of Newburgh (SBL: 29-3-17)

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 2019-2020, 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 2019-2020, 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 Purchaser** by money order or guaranteed funds to the City of Newburgh Comptroller's Office by the date listed in the approved City Council Resolution, notwithstanding any extensions of time granted pursuant to terms contained herein ("Closing Deadline"). Such closing costs/fees may include, but are not limited to: recording fees, tax adjustments as of the day of closing, fuel oil adjustments, and applicable condominium charges (e.g. monthly maintenance charges, assessment charges, transfer buy-in fees, and/or closing package ordering fees). *The City of Newburgh does not accept credit card payments for the purchase price and closing costs/fees. The City is not required to send notice of acceptance or any other notice to a purchaser.*
11. Provided that the sale is not subject to an owner-occupancy restriction as set forth in paragraph 20, the 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.
12. 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.
13. 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.
14. 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.
15. 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.**
16. 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.
17. 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.

18. 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.
19. 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.
20. 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.

ACKNOWLEDGED AND AGREED

Date: _____

Sarah Michael

RESOLUTION NO.: 169 - 2019

OF

JULY 8, 2019

**A RESOLUTION TO AUTHORIZE THE CONVEYANCE OF REAL PROPERTY
KNOWN AS 9 CARSON AVENUE (SECTION 46, BLOCK 5, LOT 21)
AT PRIVATE SALE TO EULOGIO SANTIAGO AND FELDERI SANTIAGO
FOR THE AMOUNT OF \$2,500.00**

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 9 Carson Avenue, being more accurately described as Section 46, Block 5, Lot 21, 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 property 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 October 11, 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>
9 Carson Avenue	46 - 5 - 21	Eulogio Santiago Felderi Santiago	\$2,500.00

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

Terms and Conditions Sale

9 Carson Avenue, City of Newburgh (SBL: 46-5-21)

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 2019-2020, 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 2019-2020, 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 Purchaser** by money order or guaranteed funds to the City of Newburgh Comptroller's Office by the date listed in the approved City Council Resolution, notwithstanding any extensions of time granted pursuant to terms contained herein ("Closing Deadline"). Such closing costs/fees may include, but are not limited to: recording fees, tax adjustments as of the day of closing, fuel oil adjustments, and applicable condominium charges (e.g. monthly maintenance charges, assessment charges, transfer buy-in fees, and/or closing package ordering fees). *The City of Newburgh does not accept credit card payments for the purchase price and closing costs/fees. The City is not required to send notice of acceptance or any other notice to a purchaser.*
11. Provided that the sale is not subject to an owner-occupancy restriction as set forth in paragraph 20, the 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.
12. 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.
13. 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.
14. 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.
15. 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.**
16. 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.
17. 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.

18. 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.
19. 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.
20. 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.

ACKNOWLEDGED AND AGREED

Date: _____

Eulogio Santiago

Felderi Santiago

RESOLUTION NO.: 170 - 2019

OF

JULY 8, 2019

**A RESOLUTION AUTHORIZING THE 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, by Resolution No. 45-2019 of February 25, 2019, the City Council authorized a one year renewal agreement for the period June 2018 to June 2019 with Orange-Ulster BOCES at a cost of \$306.00 per month for pick-up, delivery, retrieval and storage of the City's archived municipal records; and

WHEREAS, the City of Newburgh 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 City Manager be and he is hereby authorized to enter into a one year renewal agreement with Orange-Ulster BOCES for the period June 2019 through June 2020, 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.: 171 - 2019

OF

JULY 8, 2019

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO ACCEPT
A NEW YORK STATE DIVISION OF CRIMINAL JUSTICE SERVICES
EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT
IN THE AMOUNT OF \$17,500.00
WITH NO CITY MATCH REQUIRED**

WHEREAS, the City of Newburgh Police Department has been advised that they will receive grant funding for services and expensed of drug, violence, and crime control and prevention programs within the City; and

WHEREAS, said grant funds shall come from the SFY 2017-2018 Edward Byrne Legislative Initiatives Program which are appropriated in the state's annual budget; and

WHEREAS, funds will be used to purchase two (2) Trek Powerfly Police bicycles, four (4) WatchGuard body warn cameras with a 3 year warranty, Twenty (20) body warn camera attachment clips, five (5) Blackhawk X26p Taser holsters, and one (1) street surveillance camera; and

WHEREAS, there is no City match required; and

WHEREAS, this Council has determined that accepting such grant is in the best interests of the City of Newburgh and its residents alike;

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 accept a New York State Division of Criminal Justice Services Edward Byrne Memorial Justice Assistance Grant in the amount of \$17,500.00 with no City match required; and to execute all such further contracts and documentation and take such further actions as may be appropriate and necessary to accept such grant and administer the purchases funded thereby.

RESOLUTION NO.: 172 - 2019

OF

JULY 8, 2019

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO APPLY FOR
AND ACCEPT IF AWARDED A NEW YORK STATE OFFICE OF CHILDREN AND
FAMILY SERVICES YOUTH DEVELOPMENT PROGRAM GRANT
IN AN AMOUNT NOT TO EXCEED \$19,800.00 REQUIRING NO CITY MATCH
FOR THE 2020 SUMMER PLAYGROUND PROGRAM**

WHEREAS, the City of Newburgh Recreation Department has advised that the Orange County Youth Bureau is accepting a Request for Proposals for grant funding available from the New York State Office of Children and Family Services Youth Development Program (YDP); and

WHEREAS, the City of Newburgh wishes to apply for and accept if awarded a YDP Grant in an amount not to exceed \$19,800.00 for the 2020 Summer Playground Program which is a 6-week day camp for boys and girls in grades 1st through 6th; and

WHEREAS, funds will be used to hire instructors to teach healthy eating, video production, science and art (Kids Got Talent); and

WHEREAS, no City matching funds are required; and

WHEREAS, this Council has determined that applying for and accepting said grant if awarded is in the best interests of the City of Newburgh and its youth;

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 apply for and accept if awarded a New York State Office of Children and Family Services Youth Development Program Grant in the amount of \$19,800.00 requiring no City match for the 2020 Summer Playground Program; and to execute all such further contracts and documentation and take such further actions as may be appropriate and necessary to accept such grant and administer the programs funded thereby.

RESOLUTION NO.: 173 - 2019

OF

JULY 8, 2019

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO APPLY FOR
AND ACCEPT IF AWARDED A NEW YORK STATE OFFICE OF CHILDREN AND
FAMILY SERVICES YOUTH DEVELOPMENT PROGRAM GRANT
IN THE AMOUNT OF \$17,400.00 REQUIRING NO CITY MATCH
FOR THE 2020 YOUTH SOCCER PROGRAM**

WHEREAS, the City of Newburgh Recreation Department has advised that the Orange County Youth Bureau is accepting a Request for Proposals for grant funding available from New York State Office of Children and Family Services Youth Development Program (YDP); and

WHEREAS, the City of Newburgh wishes to apply for and accept if awarded a YDP Grant in an amount not to exceed \$17,400.00 for a Youth Soccer Program which includes soccer training and recreational leagues conducted in the winter, spring, and fall of 2020; and

WHEREAS, funds will be utilized for the costs of referees, gym rental, and equipment; and

WHEREAS, no City matching funds are required; and

WHEREAS, this Council has determined that applying for and accepting said grant if awarded is in the best interests of the City of Newburgh and its youth;

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 apply for and accept if awarded a New York State Office of Children and Family Services Youth Development Program Grant in the amount of \$17,400.00 requiring no City match for the 2020 Youth Soccer Program; and to execute all necessary documents to receive and comply with the terms of such grant and to carry out the program funded thereby.

RESOLUTION NO.: 174 - 2019

OF

JULY 8, 2019

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO APPLY FOR
AND ACCEPT IF AWARDED A NEW YORK STATE OFFICE OF CHILDREN AND
FAMILY SERVICES YOUTH DEVELOPMENT PROGRAM GRANT
IN AN AMOUNT NOT TO EXCEED \$47,020.00 REQUIRING NO CITY MATCH
FOR THE 2020 YEAR AROUND BASKETBALL PROGRAM**

WHEREAS, the City of Newburgh Recreation Department has advised that the Orange County Youth Bureau is accepting a Request for Proposals for grant funding available from New York State Office of Children and Family Services Youth Development Program (YDP); and

WHEREAS, the City of Newburgh wishes to apply for and accept if awarded an YDP Grant in an amount not to exceed \$47,020.00 for the 2020 Year Around Basketball Program to conduct basketball leagues during the winter, spring, summer and fall seasons; and

WHEREAS, funds will be utilized for the costs of referees, security guards, and a scorekeeper; and

WHEREAS, no City matching funds are required; and

WHEREAS, this Council has determined that applying for and accepting said grant if awarded is in the best interests of the City of Newburgh and its youth;

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 apply for and accept if awarded a New York State Office of Children and Family Services Youth Development Program Grant in an amount not to exceed \$47,020.00 requiring no City match for the 2020 Year Around Basketball Program in the City of Newburgh; and to execute all necessary documents to receive and comply with the terms of such grant and to carry out the program funded thereby.

RESOLUTION NO.: 175 - 2019

OF

JULY 8, 2019

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO APPLY FOR
AND ACCEPT IF AWARDED A NEW YORK STATE OFFICE OF CHILDREN AND
FAMILY SERVICES YOUTH DEVELOPMENT PROGRAM GRANT
IN THE AMOUNT OF \$30,500.00 REQUIRING NO CITY MATCH
FOR THE YOUTH BOXING PROGRAM**

WHEREAS, the City of Newburgh Recreation Department has advised that the Orange County Youth Bureau is accepting a Request for Proposals for grant funding available from New York State Office of Children and Family Services Youth Development Program (YDP); and

WHEREAS, the City of Newburgh wishes to apply for and accept if awarded a YDP Grant in an amount not to exceed \$30,500.00 for the Youth Boxing Program from January 2020 through December 2020; and

WHEREAS, funds will be utilized for the costs of a coach, first aid equipment, cleaning supplies, ring and chairs for shows, rental vans, gloves, shoes, uniforms, wraps, gauze, tape, protectors, head gear, pass books etc., and air and ground transportation; and

WHEREAS, no City matching funds are required; and

WHEREAS, this Council has determined that applying for and accepting said grant if awarded is in the best interests of the City of Newburgh and its youth;

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 apply for and accept if awarded a New York State Office of Children and Family Services Youth Development Program Grant in the amount of \$30,500.00 requiring no City match for the Youth Boxing Program; and to execute all necessary documents to receive and comply with the terms of such grant and to carry out the program funded thereby.

RESOLUTION NO.: 176 - 2019

OF

JULY 8, 2019

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO APPLY FOR
AND ACCEPT IF AWARDED A NEW YORK STATE OFFICE OF CHILDREN AND
FAMILY SERVICES YOUTH DEVELOPMENT PROGRAM GRANT
IN THE AMOUNT OF \$21,020.00 REQUIRING NO CITY MATCH
FOR THE TEEN DROP-IN CENTER PROGRAM**

WHEREAS, the City of Newburgh Recreation Department has advised that the Orange County Youth Bureau is accepting a Request for Proposals for grant funding available from New York State Office of Children and Family Services Youth Development Program (YDP); and

WHEREAS, the City of Newburgh wishes to apply for and accept if awarded a YDP Grant in an amount not to exceed \$21,020.00 for the Teen Drop-in Center Program which is designed to promote health and social skills for high school aged youth and will consist of two 10 week sessions operating Monday, Thursday and Friday from 3:00 pm to 9:00 pm; and

WHEREAS, funds will be used for staff salaries and facility rental; and

WHEREAS, no City matching funds are required; and

WHEREAS, this Council has determined that applying for and accepting said grant if awarded is in the best interests of the City of Newburgh and its youth;

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 apply for and accept if awarded a New York State Office of Children and Family Services Youth Development Program Grant in the amount of \$21,020.00 requiring no City match for the Teen Drop-in Center Program; and to execute all necessary documents to receive and comply with the terms of such grant and to carry out the program funded thereby.

RESOLUTION NO.: 177 - 2019

OF

JULY 8, 2019

**A RESOLUTION AUTHORIZING THE CITY MANAGER
TO EXECUTE AN AGREEMENT WITH SAGE MUNICIPAL ADVISORS, LLC
TO PROVIDE PROFESSIONAL SERVICES TO THE CITY OF NEWBURGH
RELATING TO MUNICIPAL SECURITIES**

WHEREAS, the City of Newburgh is authorized under the New York State Local Finance Law to issue bonds, bond anticipation notes, tax anticipation notes, deficit notes, budget notes and other securities; and

WHEREAS, it is necessary and appropriate for the City of Newburgh to retain independent professional services in connection with the planning, marketing and sales associated with such securities and financing; and

WHEREAS, a written professional services agreement between the municipal advisor and its municipal clients is required by the Securities and Exchange Commission and City Council deems it to be in the best interests of the City to enter into a professional services agreement with Sage Municipal Advisors, LLC for such services;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to execute an agreement in substantially the same form as annexed hereto, with other terms as Corporation Counsel may require, with Sage Municipal Advisors, LLC to provide professional services in connection with the planning, marketing and sales associated with the issuance of bonds, bond anticipation notes, tax anticipation notes, deficit notes, budget notes and other securities.

RESOLUTION NO.: 178 - 2019

OF

JULY 8, 2019

**A RESOLUTION AUTHORIZING AN AGREEMENT WITH
AMK MEDIA, LLC FOR COMMUNICATIONS CONSULTING SERVICES
IN AN AMOUNT NOT TO EXCEED \$15,000.00 FOR A 12 MONTH PERIOD**

WHEREAS, the City has obtained a proposal for professional communications consulting services to assist the City of Newburgh with improving its digital communications to reach residents, stakeholders, new audiences and increase positive media coverage of the City; and

WHEREAS, AMK Media, LLC, Inc. has submitted a proposal with a scope of work to include, but not be limited to, standardizing, implementing and streamlining social media best practices; the design, launch and maintain a monthly community newsletter; establishing a forward-looking content calendar of City news, messages and events; and overall assistance with general communications tasks; and

WHEREAS, funding for said professional communications consulting services will be derived from A.1230.0455; and

WHEREAS, this Council finds that entering into an agreement with AMK Media, LLC for professional communications consulting services is in the best interests of the City of Newburgh and its further development;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to enter into an agreement with AMK Media, LLC for professional communications consulting services in a total amount not to exceed \$15,000.00 for a 12 month period.

AGREEMENT FOR VENDOR SERVICES

THIS AGREEMENT is entered into as of this 23 day of June, 2019, by and between the **CITY OF NEWBURGH**, a municipal corporation chartered under the authority of the State of New York, hereinafter referred to as the **"CITY,"** with principal offices at 83 Broadway, City Hall, Newburgh, New York 12550; and **AMK Media**, a firm with principal offices at 3 Marne Ave, Newburgh, NY 12550, hereinafter referred to as **"VENDOR."**

ARTICLE 1. SCOPE OF WORK

VENDOR agrees to perform the SERVICES and/or supply the goods identified in Schedule A, (the "SERVICES") which is attached to, and is part of this Agreement. VENDOR agrees to perform the SERVICES and/or supply the goods in accordance with the terms and conditions of this Agreement. It is specifically agreed that the CITY will not compensate VENDOR for any SERVICES and/or goods provided outside those specifically identified in Schedule A, without prior authorization, evidenced only by a written Change Order or Addendum to this Agreement executed by the City Manager of the CITY after consultation with the City Department Head responsible for the oversight of this Agreement (hereinafter "Department Head"). Any document executed by the City Manager shall be presumed to have been duly authorized as required by this Agreement. Any SERVICES provided pursuant to any writing that purports to comply with this Agreement and authorize same shall entitle VENDOR to payment under this Agreement, notwithstanding any failure of any city official to have such execution or authorization approved as required by this Agreement. If at any time any CITY official or other agent for the CITY becomes aware of any defect in any such writing or authorization, written notice shall be provided to VENDOR immediately and VENDOR shall cease any further services, provided, however, that payment shall be due to VENDOR for any services rendered prior to receipt of such notice.

Any and all reports, documents, charts, graphs, maps, designs, images, photographs, computer programs and software, artwork, creative works, compositions, and the rights to employ, publish, disseminate, amend or otherwise use same, and/or any other intellectual property to be provided by VENDOR to CITY under the terms of this Agreement shall become the property of the CITY, unless otherwise provided for by the parties. As such, CITY, in its sole discretion, shall have the right to use, copy, disseminate and otherwise employ or dispose of such material in any manner as it may decide with no duty of compensation or liability therefore to VENDOR or to third parties. VENDOR shall have the affirmative obligation to notify CITY in a timely fashion of any and all limitations, restrictions or proprietary rights to such intellectual property and/or materials which may be applicable which would have the effect of restricting or limiting the exercise of the CITY's rights regarding same. VENDOR agrees to defend, indemnify and hold harmless the CITY for failing to notify CITY of same.

ARTICLE 2. TERM OF AGREEMENT

VENDOR agrees to perform the SERVICES and/or supply goods beginning July 1, 2019, and ending July 1, 2020.

ARTICLE 3. COMPENSATION

For satisfactory performance of the SERVICES and/or receipt of conforming goods or, as such SERVICES or goods may be modified by mutual written agreement, the CITY agrees to compensate VENDOR in accordance with the fees and expenses as stated in Schedule B, which is attached to and is part of this Agreement. VENDOR SHALL submit to the CITY a monthly itemized invoice for SERVICES rendered during the prior month, or as otherwise set forth in Schedule B, and prepared in such form and supported by such documents as the CITY may reasonably require. The CITY will pay the proper amounts due VENDOR within sixty (60) days after receipt of a CITY Claimant's Certification form, and if the Claimant's Certification form is objectionable, will notify VENDOR, in writing, of the CITY'S reasons for objecting to all or any portion of the invoice submitted by VENDOR.

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

ARTICLE 4. EXECUTORY CLAUSE

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

ARTICLE 5. PROCUREMENT OF AGREEMENT

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

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

ARTICLE 6. CONFLICT OF INTEREST

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

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

ARTICLE 7. FAIR PRACTICES

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

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

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

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

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

ARTICLE 8. INDEPENDENT CONTRACTOR

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

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

ARTICLE 9. ASSIGNMENT AND SUBCONTRACTING

VENDOR shall not assign any of its rights, interest or obligations under this Agreement, or subcontract any of the SERVICES to be performed by it under this Agreement, without the prior

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

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

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

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

ARTICLE 10. BOOKS AND RECORDS

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

ARTICLE 11. RETENTION OF RECORDS

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

ARTICLE 12. AUDIT BY THE CITY AND OTHERS

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

ARTICLE 13. INSURANCE

For all of the SERVICES set forth herein and as hereinafter amended, VENDOR shall maintain or cause to be maintained, in full force and effect during the term of this Agreement, at its expense, Workers' Compensation insurance, liability insurance covering personal injury and property damage, and other insurance with stated minimum coverages in such amounts as are commercially reasonable for employers similar to VENDOR's size and services. Notwithstanding anything to the contrary in this Agreement, VENDOR irrevocably waives all claims against the CITY for all losses, damages, claims or expenses resulting from risks commercially insurable under this insurance

described in this Article 13. The provisions of insurance by VENDOR shall not in any way limit VENDOR'S liability under this Agreement.

ARTICLE 14. INDEMNIFICATION

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

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

ARTICLE 15. PROTECTION OF CITY PROPERTY

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

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

VENDOR agrees to defend, indemnify and hold the CITY harmless from any and all liability or claim for loss, cost, damage or expense (including, without limitation, reasonable attorney fees and costs of litigation and/or settlement) due to any such loss or damage to any such CITY property described in this Article.

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

ARTICLE 16. CONFIDENTIAL INFORMATION

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

ARTICLE 17. TERMINATION

Either party may, by written notice to the other party, effective upon receipt, terminate this Agreement in whole or in part at any time.

Upon termination of this Agreement, the parties shall comply with the following closeout procedures:

- A. Accounting for and refunding to the CITY within thirty (30) days, any unearned funds which have been paid to VENDOR pursuant to this Agreement; and
- B. Furnishing within thirty (30) days an inventory to the CITY of all equipment, appurtenances and property purchased by VENDOR through or provided under this Agreement, and carrying out any CITY directive concerning the disposition thereof.

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

Notwithstanding any other provision of this Agreement, VENDOR shall not be relieved of liability to the CITY for damages sustained by the CITY by virtue of VENDOR'S breach of the Agreement or failure to perform in accordance with applicable standards, and the CITY may withhold payments to VENDOR for the purposes of set-off until such time as the exact amount of damages due to the CITY from VENDOR is determined.

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

ARTICLE 18. GENERAL RELEASE

The acceptance by VENDOR or its assignees of the final payment under this Agreement, whether by Claimant's Certification form, judgment of any court of competent jurisdiction, or administrative means shall constitute and operate as a general release to the CITY from any and all claims of VENDOR arising out of the performance of this Agreement, except that if VENDOR accepts such payment under protest, the provisions of this paragraph shall not apply.

ARTICLE 19. SET-OFF RIGHTS

The CITY shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but are not limited to, the CITY'S right to withhold for the purposes of set-off any monies otherwise due VENDOR (i) under this Agreement, (ii) under any other agreement or contract with the CITY, including any agreement or contract for a term commencing prior to or after the term of this Agreement, (iii) from the CITY by operation of law, the CITY also has the right to withhold any monies otherwise due under this Agreement for the purposes of set-off as to any amounts determined by a court of competent jurisdiction to be due and owing to the CITY for any reason whatsoever including, without limitation, tax delinquencies, fee delinquencies or monetary penalties or interest relative thereto.

ARTICLE 20. NO ARBITRATION

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

ARTICLE 21. GOVERNING LAW

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

ARTICLE 22. CURRENT OR FORMER CITY EMPLOYEES

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

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

ARTICLE 23. ENTIRE AGREEMENT

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

ARTICLE 24. MODIFICATION

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

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

THE CITY OF NEWBURGH

VENDOR

BY: _____

BY: Alexandra Rosario Kelly, AMK Media

NAME:

CITY MANAGER

TITLE: LLC Member

DATE: _____

DATE: June 23, 2019

SCHEDULE A

SCOPE OF SERVICES

SCHEDULE B
FEES AND EXPENSES

Alexandra Rosario Kelly
AMK Media
arosario589@gmail.com
845-206-5062

Communications Consultation Proposal

For the City of Newburgh

Objectives

To work with the City of Newburgh to improve digital communication through existing social media and web channels, launch new engagement channels where appropriate to reach new audiences, and ultimately increase positive coverage of the City to outside communities.

Social Media + Communications Goals/Objectives

To start, I propose a series of initial goals to launch these efforts off the ground with ongoing consultation and support through the next 12 months:

- Standardize, implement, and streamline social media best practices
- Design, launch, and maintain a monthly community newsletter
- Establish a forward-looking content calendar of positive City news, official City messages and business, and community news and events for distribution on social channels and to-be-launched community newsletter
- Overall assistance with general communications such as writing and distributing press releases

Other communications goals and objectives can be discussed and reviewed as the year goes on and needs arise during quarterly check ins.

Scope of Work

Standardize and implement social media best practices:

- Create a guide for best practices on the City's social media channels to facilitate how news should be conveyed to the City's residents.

- This will include but is not limited to language, creating events and timeliness of event creating, cross posting of other accounts such as the Newburgh Police Department
- Increase positive engagement on City's Facebook page by working to reply to messages and comments in a timely manner
- Launch and/or formalize an official City Instagram account. Formalize City Planning Department Instagram account or merge it into an official City account.
- Re-establish regular posting on City Twitter account OR decide to discontinue Twitter use due to low following. Could also consider merging City Planning Department Twitter into official City account
- Formalize posting schedule of community news and urgent news
- Consider using a social media manager such as Hootsuite if not already in place for ease and consistency in posting

Design and launch a monthly community newsletter

- Research and choose a host for the newsletter
- Design and choose template format for newsletter
- Build newsletter audience through email capture on website, OR paid and organic calls to action on social media
- Write and build initial newsletters
- Formalize email schedule

Establish a forward-looking content calendar

- Keep track of and highlight new business openings, existing businesses, arts and culture events, community and faith events
- Collect and share positive coverage of the City from local and regional news outlets
- Aim to have a structured weekly/monthly content calendar to inform and feed City's social media as well as eventual community newsletter

Overall assistance with general communications

- Work with City employees to produce press releases and other communications as needed

Scheduling

		Deadline
Social Media Best Practices	Audit of existing channels; written guide of best practices; consultation, assistance, and training for posting content described in above scope of work.	Ongoing monthly through July 1, 2020
Launch + Maintain Monthly Newsletter	Research and development; building audience; formalizing schedule	Initial newsletter launch September 3, 2019; further newsletter consult ongoing monthly through July 1, 2020
Establish + Maintain Content Calendar	Building and curating content calendar to feed both social media and newsletter distribution channels as described in scope of work.	Initial monthly calendar launch September 3, 2019; further calendar consult ongoing monthly through July 1, 2020
General communications assistance		Ongoing through July 1, 2020
Monitoring reports	Review of what's been accomplished and done each month including social and newsletter analytics where appropriate	Monthly, on the first of the month
Quarterly goal check in and discussion	A review of the past three months of work plus any adjustments to strategy or work as needed for the months ahead	First one: October 1, 2019 Second one: January 3, 2020 Third one: April 1, 2020 Fourth one: July 1, 2020

Payment Schedule

The services defined in this proposal will be provided at a cost of \$15,000 for one year in monthly installments of \$1,250 due on the first of every month beginning August 1, 2019 with a final payment on August 1, 2020.

Payment Date	Service Period	Cost
August 1, 2019	July 1-31, 2019	\$1,250
September 1, 2019	August 1-31, 2019	\$1,250
October 1, 2019	September 1-30, 2019	\$1,250
November 1, 2019	October 1-31, 2019	\$1,250
December 1, 2019	November 1-30, 2019	\$1,250
January 1, 2020	December 1-31, 2019	\$1,250
February 1, 2020	January 1-31, 2020	\$1,250
March 1, 2020	February 1-29, 2020	\$1,250
April 1, 2020	March 1-31, 2020	\$1,250
May 1, 2020	April 1-30, 2020	\$1,250
June 1, 2020	May 1-31, 2020	\$1,250
July 1, 2020	June 1-30, 2020	\$1,250
August 1, 2020	July 1-31, 2020	\$1,250

Total cost: \$15,000

About AMK Media



Alexandra Rosario Kelly

With a background in digital media and communications, Alex has a decade-long career in writing, editing, social media, and content production for the web. Currently, she is the Senior Digital Editor for *Reader's Digest*, and has held senior digital editorial roles at *The Huffington Post* and *Hudson Valley Magazine*. Alex is also involved in social media, website maintenance, and digital marketing for both Liberty Street Bistro and Newburgh Flour Shop. At Liberty Street Bistro, Alex runs all special event marketing; website maintenance and SEO; and eblasts. At Newburgh Flour Shop, Alex runs all social media production; styles, shoots, and edits all product photos; produces eblasts; built a custom website and does all site maintenance and SEO; and facilitates marketing and supports sales growth for event and wedding cake program. Alex graduated with a bachelor's degree from New York University.

Next Steps

Elements of this proposal may be amended upon collaboration with the City of Newburgh, at the discretion of AMK Media. Your signature below indicates acceptance of this communications proposal.

City Manager, City of Newburgh

June 2019

Alexandra Rosario Kelly, Member, AMK Media LLC.

June 2019

RESOLUTION NO.: 179 - 2019

OF

JULY 8, 2019

**A RESOLUTION SUPPORTING THE APPLICATION OF
THE NEWBURGH URBAN FARM AND FOOD INITIATIVE TO
THE NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION
ENVIRONMENTAL JUSTICE COMMUNITY IMPACT GRANT PROGRAM
FOR PROJECT KNOWN AS “PROMOTING HEALTH AND WELLNESS THROUGH
URBAN AGRICULTURE/GARDENING IN THE CITY OF NEWBURGH”**

WHEREAS, the Newburgh Urban Farm and Food Initiative (as a not-for-profit organization fiscally sponsored by the Community Foundation of Orange and Sullivan) is applying to the New York State Department of Environmental Conservation for a project grant under the 2018-2019 Environmental Justice Community Impact Grant Program to be located within the City of Newburgh, at sites located within the territorial jurisdiction of this City Council; and

WHEREAS, as a requirement of these programs, said Not-for-Profit Organization must obtain the “approval/endorsement of the governing body of the municipality in which the project will be located”;

NOW, THEREFORE, BE IT RESOLVED, that the City Council of The City of Newburgh hereby does approve and endorse the application of Newburgh Urban Farm and Food Initiative for a grant under 2018-2019 Environmental Justice Community Impact Grant Program for a project known as “Promoting Health and Wellness through Urban Agriculture/Gardening in the City of Newburgh”, and located within this community.

(Date of Adoption and Certification of Clerk)

DATE

NYS DEC Environmental Justice Community Impact Grant Program

RE: CFOS – Newburgh Urban Farm and Food Initiative
Promoting Health and Wellness Through Urban Agriculture/Gardening in the City of Newburgh

Dear Sir/Madam:

The City of Newburgh, NY enthusiastically supports the application of the Newburgh Urban Farm and Food Initiative (NUFFI) to the NYS DEC Environmental Justice Community Impact Program.

Since its inception in 2015, the City has been a strong partner in the development of NUFFI and the Downing Park Urban Farm. We believe the goals of the project are very much in line with the City's efforts to:

- Increase the functionality and impact of the Downing Park Urban Farm (DPUF) to serve as a “hub” for urban farming and education in the City of Newburgh as well as to provide fresh food to the City;
- Provide environmental and gardening resources and technical assistance to residents that will expand the number of Community Gardens; increase access to healthy food; and address ongoing food justice concerns in the City; and
- Engage youth and adults from targeted at risk populations to participate at DPUF or a Community Garden and offer workshops on gardening, cooking and nutrition.

We look forward to working closely with NUFFI and our community residents to rebuild our City's green infrastructure and build neighborhood and community cohesiveness.

If you have any questions about this program or the City's support of NUFFI please don't hesitate to contact me.



P.O. Box 541, Newburgh, NY 12551 • NewburghUrbanFarmandFood@gmail.com
www.NewburghUrbanFarmandFood.org

NYSDEC Environmental Justice Community Impact Grant Goals

The Newburgh Urban Farm and Food Initiative (NUFFI) is an active network of local residents and community organizations, which fosters community and residential gardens, the production and distribution of food for the City of Newburgh, and educates Newburgh residents about the connections of food and community. The Downing Park Urban Farm (DPUF) serves as a “hub” for community garden activities that create opportunities for residents to work **with** each other; providing community-based resources to improve the capacity of residents to access properties; and successfully install and maintain gardens in their neighborhoods.

NUFFI is in the first of a five-year license agreement with the City of Newburgh to operate the DPUF.

The NYSDEC grant is up to \$100,000 and can be spent over three years. We will request the three years and use the funds to help leverage other funds that will make our programs sustainable.

TITLE: Promoting Health and Wellness Through Urban Agriculture/Gardening in the City of Newburgh

Goal 1: Increasing the functionality and impact of the DPUF to serve as a “hub” for urban farming and education in the City of Newburgh.

- Provide best practice growing models for urban setting.
- Establish environmental practices: organic, no till, soil remediation, solar power.
- Develop year round Youth Urban Agriculture Program.

Goal 2: Providing environmental and gardening resources and technical assistance to the public that will expand the number of Community Gardens, increase access to healthy food and address ongoing food justice concerns.

- Provide essential resources needed to install a garden including bulk purchasing of garden materials, seeds and seedlings and tool sharing.
- Offer technical expertise with:
 - Securing sustainable land for gardens.
 - Helping to “green” blighted areas of the city and improve the City’s green infrastructure.
 - Education of residents around the mitigation of lead and arsenic in possible garden lots.
 - Providing educational and employment opportunities especially for youth.
 - Linking gardens with related local health and food system projects.

Goal 3: Engage youth and adults from targeted at risk populations to participate at DPUF or a Community Garden and offer workshops on gardening, cooking and nutrition.

- Intergenerational program linking youth and older adults.
- After school programs.
- Summer Youth Employment Programs.

Community Partners:

- Existing Community Gardens – Currently there are 10 community and school gardens.
- Our Core, Inc. – non-profit organization working with marginalized youth in Newburgh.
- Hudson Valley Seed
- Newburgh Free Library
- Calvary Presbyterian Church
- OC Department of Health
- OC Cornell Cooperative Extension
- City of Newburgh
- Common Ground Farm
- Farm Tournant

RESOLUTION NO.: 180 - 2019

OF

JULY 8, 2019

**A RESOLUTION AUTHORIZING THE CITY MANAGER
TO EXECUTE A CONTRACT WITH ONSOLVE, LLC
FOR CODERED ON-DEMAND NOTIFICATION SERVICES
FOR THE AMOUNT OF \$28,500.00**

WHEREAS, the City of Newburgh wishes to improve its ability to provide important alerts and notifications to its residents and stakeholders; and

WHEREAS, Onsolve, LLC has submitted an agreement to provide CodeRED on-demand notification services to the City of Newburgh; and

WHEREAS, the agreement is for a 3-year term at cost of \$9,500.00 in each year for a total contract cost of \$28,500.00 with funding in the first year to be derived from A.1680.453 in the amount of \$4,750.00; F.8310.448 in the amount of \$3,800.00; G.8120.448 in the amount of \$475.00; and S.8160.448 in the amount of \$475.00; and

WHEREAS, this Council has reviewed the attached agreement and has determined that executing same 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 a contract for a 3-year term at a total cost of \$28,500.00 with Onsolve, LLC to provide CodeRED on-demand notification services to the City of Newburgh.



ONSOLVE™

SERVICE AGREEMENT
CodeRED®

This Service Agreement (the "Agreement") by and between Provider (as defined below) and Customer (as defined below) is made as of the last date signed on Exhibit B (the "Effective Date").

SERVICE ORDER		
Provider Information: ("Provider")	Provider Name: Entity Type: State of Incorporation: Provider Address:	ONSOLVE, LLC Limited Liability Company Delaware 780 W. Granada Boulevard Ormond Beach, FL 32174
Customer Information: ("Customer")	Customer Name: Entity Type: State of Incorporation: Customer Address: Business Contact/Title: Phone: Email:	City of Newburgh body politic New York 83 Broadway Newburgh, NY 12550 Joseph Donat/Interim City Manager (845) 569-7301 jdonat@cityofnewburgh-ny.gov

<i>Please complete below if the Primary User is different from the Business Contact</i>	
Primary User Name:	Nicholas Crispino/Information Systems Manager
Phone:	(845) 569-7326
Email:	ncrispino@cityofnewburgh-ny.gov

<i>Unless otherwise specified on a Customer purchase order or below, Provider will send invoices to the Customer Business Contact address above.</i>	
Customer Invoice Name:	
Attention:	
Address:	
City, State, Zip:	
Phone:	
Email:	
Preferred method of receiving invoices: <input type="checkbox"/> Email <input type="checkbox"/> US Mail	

DETAILED SERVICE DESCRIPTION	
Initial Term (commencing on Effective Date)	Three (3) Years
Renewal Term(s)	One (1) Year
<u>CodeRED On-Demand Notification Service - Unlimited</u>	
Annual Notification Subscription Fee:	\$9,500.00
Initial Term Cost for Notification Service:	\$28,500.00
<u>Additional Features</u>	
Commercially Available Data	Included
One (1) annual Provider-assisted traditional import for Customer data	Included
Annual Cost for all Additional Features:	Included
Initial Term Cost for all Additional Features:	Included
Annual Subtotal:	\$9,500.00
Initial Term Subtotal:	\$28,500.00
May be paid in installments:	
Year 1	\$9,500.00
Year 2	\$9,500.00
Year 3	\$9,500.00

All amounts are stated in United States Dollars unless specifically indicated otherwise.

- GIS (Target Recipients by Geographic Location): **City of Newburgh, New York (the "Notification Area")**
- Up to **37,499** Recipients. A deviation above 10% in the number of Recipients shall result in increased pricing at Provider's then-current rates.
- Annual Notification Subscription Fee includes **Unlimited** Message Units per year for Notifications sent via phone, SMS text or email.
- Provider reserves the right to increase the fees for any Renewal Term in an amount not to exceed five percent (5%) of the prior Initial Term or Renewal Term (as applicable).

ATTACHMENTS: EXHIBIT A – GENERAL SERVICE DESCRIPTION, EXHIBIT B – TERMS AND CONDITIONS, EXHIBIT C – ACCEPTABLE USE POLICY

ONSOLVE, LLC

CITY OF NEWBURGH, NEW YORK

Signed: _____

Signed: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

EXHIBIT A GENERAL SERVICE DESCRIPTION – CODERED®

Description of On-Demand Notification Service: The Service is an on-demand alerting and response software-as-a-service (SaaS) for the Notification Area. Use of the Service is by subscription and does not require Customer to purchase, install or maintain any dedicated hardware or software. The Service allows any Initiator to send a single alert to thousands of Contacts simultaneously via a combination of familiar communication devices including the ability to capture real-time responses.

Customer can access and activate the Service using any of the following methods:

- *Web:* log in 24/7/365 at <https://www.onsolve.com/login/> to send alerts or to modify your account.
- *Phone:* call (866) 939-0911 for live operator assistance 24/7/365.

Description of Service. With subscription, Customer receives:

- Up to the number of Message Units stipulated on Service Order of the Agreement, which can be used as described on the Service Order and in Exhibit B.
- Unlimited messaging via email and to the CodeRED Mobile Alert App.
- "Message Unit" means:
 - Sixty (60) seconds or less of connected call time in the Service. As an example, a call connected for ninety (90) seconds shall be equal to two (2) Message Units
 - SMS messages that are 140 characters in length. SMS messages over 140 characters in length are separated into multiple Message Units.
- Transaction Fee (as defined on Exhibit B) for unlimited Service (for refund purposes only, where applicable) is equal to \$0.09. Transaction Fee for Message Unit-based Service is equal to the Overage Message Unit price set forth on the Service Order
- Unlimited Initiators (those with role-based ability to access and activate the Service).
- Unlimited groups within accounts: A group is an alert distribution list.
- Standard upgrades. Standard upgrades include all maintenance releases.
- For optional features purchased (e.g. Conference Bridge, Bulletin Board) up to the number of Message Units stipulated on Service Order of the Agreement.
- Absent separate purchase of Commercially Available Data from Provider, Customer is responsible to provide data for use in the Service, and Provider shall not be responsible for Customer's inability to use the Service due to Customer's delay in providing data.
- Customer may purchase professional services ("Professional Services"), such as installations, implementations, software testing, custom modifications, data services or international training sessions from Provider. Professional Services will be described in a separate statement of work.

Contact List Maintenance. Provider provides multiple ways for Customer to enter and maintain the Contact list at no additional charge:

- Community Notification Enrollment ("CNE") Page (public self-registration): Contacts may sign up on the CNE Page and enrollment information will be transferred to Customer. Customer acknowledges and agrees that Provider may notify such individuals that their data will be transmitted to Customer, and that the transmission of such data to Customer may render it public record and is subject to Customer's privacy policies. Customer agrees that it will be solely responsible for providing such privacy policies to these individuals and that Provider shall not be responsible for the individual contribution of contact information through the CNE page.
- Contact Group Enrollment Page (internal self-registration): Customer's internal Contacts may sign up on the Contact Group Enrollment Page and enrollment information will be transferred to Customer.
- Provider agrees that it will, upon termination of the Agreement and Customer's request, provided all Fees are paid in full, transmit in Provider's standard format any Community Notification Enrollment data received on or after the Effective Date and all Contact Group Enrollment data, one (1) time, to Customer at no charge.
- Traditional Import: For its initial population of the Contact list, Customer may supply Provider with a spreadsheet (flat-file format) of Contact list data. Customer Support will scrub (examine) the submission as a courtesy for discernible data exceptions, or errors in formatting or content that might interfere with the proper loading of data or use of the Service. Provider generally updates data provided via traditional import within two (2) business days after receipt of such data. Customer may utilize this traditional flat-file import no more than one (1) time per year at no additional cost, unless otherwise set forth on the Service Order.
- On-Demand Entry: Customer may enter or edit Contact data directly within the Service through the User interface.

Customer Support. Provider provides Customer with 24/7/365 live phone support at no extra charge. Customer may dial (866) 939-0911, or the local support number provided to you by Provider. At Provider's reasonable discretion, non-urgent after hours and off hours ("AHOH") inquiries may be deferred until conventional business hours to facilitate best handling.

Training. All training is customized and individual to the Customer. Provider training included with subscription at no extra charge:

- One (1) annual Initiator training session;
- Unlimited pre-recorded, web-based remote trainings
- New features training sessions; and
- Best practices feature training sessions (whenever applicable).

Provider Customer Support works with Customer to schedule training flexibly and to accommodate Customer's schedule. All training is conducted via Web meeting/conference call.

Customer may request additional sessions, or onsite training in lieu of Web-based training. Such training is billable at a base \$1,500 day rate (minimum half day fee applies). For any onsite training, Customer is responsible for all of Provider's reasonable and pre-approved travel/lodging/incidental expenses.

Support Documentation. Service documentation appears online. In addition to other online help documentation, Customer may download/print the current version of the Provider User Guide at any time.

Description of Additional Features. Customer may purchase (if set forth on the Services Order):

- **Commercially Available Data.** Provider shall include commercially available data (the "Commercial Data") for use by Customer in the Service. Provider will perform Commercial Data updates 3 to 4 times per year. Commercial Data is subject to licensing requirements that do not permit Provider to transfer ownership to Customer.
- **Foreign Message Translation.** All Notifications must be input in English. Once specified, languages may not be changed, absent execution of an updated Schedule 1. ONLY those Users that have opted-in to the Service will receive their selected FMT. Translation is supplied by a third party and is AS-IS.
- **CodeRED Weather Warning® ("CRWW")** - Includes automated Notifications generated from severe weather bulletins issued by the National Weather Service ("NWS"). CRWW Notifications are sent by matching the geographic locations associated with Users against the geographic polygon(s) associated with severe weather bulletins issued by NWS. CRWW Notifications are automatically launched 24 hours a day in response to the issuance of NWS severe weather bulletins. ONLY those Users that have opted-in to CRWW will receive CRWW Notifications. Consent for opt-in is required as set forth in the Agreement. CRWW Notifications are not deducted from Message Units.
- **Integrated Public Alert Warning System ("IPAWS") Submission App ("IPAWS App").** Permits Customer to submit Notifications to IPAWS. IPAWS Notifications may be reviewed by the Federal Emergency Management Agency ("FEMA") to determine appropriate dissemination. Initiators with access to the IPAWS App shall be authorized by FEMA to use IPAWS. In order to use the IPAWS App, Customer agrees to provide Provider, using best practices and secure means, with a copy of its IPAWS digital signature ("Signature") along with its associated keystore, Signature pass codes, application for IPAWS, and any other information reasonably requested by Provider. Customer authorizes Provider to use and keep such information on Provider's servers for the purpose of allowing Customer and Provider to access, use and test IPAWS through the IPAWS App. Customer acknowledges and agrees that: (a) the dissemination of Notifications through IPAWS is not guaranteed nor controlled by Provider, and is the sole responsibility of FEMA; (b) Provider shall not be responsible or liable for the failure of Notifications to be disseminated through IPAWS; and (c) IPAWS may include additional features which are not supported through the IPAWS App (eg. the receipt of messages) and Provider shall not be required to provide such additional features. IPAWS App Notifications are not deducted from Message Units.
- **Bulletin Board.** Bulletin Board allows Customer to record messages by dialing an interactive voice response system. Customer may promote its assigned number, and callers may call to listen to the prerecorded messages. Bulletin Board will capture the caller's spoken responses and/or keypress information and provide a report in the Service. Upon termination or expiration of the Agreement, Provider will retain any numbers provided. Message Units for Bulletin Board will be deducted in sixty (60) second increments. All incoming calls whether made for the purpose of recording or listening to Notifications will result in call time deduction.
- **Conference Calling.** Conference lines are available on a first come, first serve basis. Conference lines are supplied by a third party and are AS-IS. Message Units for Conference Calling will be deducted in sixty (60) second increments. Each line invited into the call will result in call time deduction.
- **GIS Custom Map.** GIS information must be in a standard format recognizable and electronically transferable to the Service. A full GIS map must be provided by Customer for hosting by Provider in order to be used in the Service.

Exhibit B
TERMS AND CONDITIONS

1. DEFINITIONS.

- 1.1. "Affiliate" means any entity which directly or indirectly controls, is controlled by, or is under common control with, a party to this Agreement, where "control" means the control, through ownership or contract, of more than 50% of all the voting power of the shares entitled to vote for the election of the entity's directors or members of the entity's governing body; provided that such entity shall be considered an Affiliate only for the time during which such control exists.
- 1.2. "API" means the application program interface for the Service.
- 1.3. "API Contacts" means an individual person whose information is stored in an external third party application database (not in the Service database) capable of only receiving and responding to Notifications. API Contacts are not permitted to log in to the Service. All API Contacts are included in Customer's total number of Contacts as set forth on the Service Order, whether or not they are transmitted to the Service.
- 1.4. "Applicable Law" means any domestic and/or foreign statute, ordinance, judicial decision, executive order, or regulation having the force and effect of law, including US-EU Privacy Shield (where applicable).
- 1.5. "Contact" means an individual person capable of only receiving and responding to Notifications and, if permitted, updating its own profile. Contact includes API Contacts.
- 1.6. "Content" means content, data, text, messages and other material contained in a Notification.
- 1.7. "Data Processing Addendum" means Provider's data processing addendum (if applicable) that is executed by the Parties under this Agreement.
- 1.8. "Documentation" means any official, applicable documentation that Provider provides to Customer (electronic or written) regarding the Service.
- 1.9. "EU or Swiss Personal Data" means Standard Personal Information of any European Economic Area (EEA) resident as defined under the General Data Protection Regulation (EU 2016/679) ("GDPR") and any national laws implementing the GDPR, regulations and secondary legislation, or of any Swiss resident as defined under the Swiss Federal Data Protection Act and Data Ordinance 2017, each as amended or updated from time to time.
- 1.10. "Fees" means any fees due hereunder, including without limitation all Transaction Fees and Subscription Fees.
- 1.11. "Initiator(s)" means an individual person or application authorized to create and issue Notifications.
- 1.12. "Notification(s)" means messages issued by an Initiator through the Service, whether or not responded to by Contact.
- 1.13. "Sensitive Data" means any personally identifiable information relating to health/genetic or biometric information; religious beliefs or affiliations; political opinions or political party membership; labor or trade union membership; sexual preferences, practices or marital status; national, racial or ethnic origin; philosophical or moral beliefs; criminal record, investigations or proceedings or administrative proceedings; financial, banking or credit data; date of birth; social security number or other national id number, drivers' license information; or any other "sensitive data" category specifically identified under any Applicable Laws.
- 1.14. "Service" means Provider's software-as-a-service, Internet-based and accessed notification service to set up and send Notifications.
- 1.15. "Service Order" means the service order to which these Terms and Conditions are attached, which describes the specific Service to be provided to Customer.
- 1.16. "Standard Personal Information" means name, business contact details (work telephone number, cell phone number, e-mail address and office address and location), personal contact details (home telephone number, cell phone number, other telephone, e-mail address and physical address), geolocation, and employee ID or other non-identifying ID number.
- 1.17. "Subscription Fee" means the fees for access to and use of the Service, including any activation fees.
- 1.18. "Transaction Fee" means the fees for individual transactions of sending and/or receiving Notifications to and from devices.
- 1.19. "User" means, collectively, Initiator(s) and Contact(s).

2. SCOPE OF THE SERVICE.

- 2.1. Service. Subject to these Terms and Conditions (this "Agreement"), including the Exhibits attached hereto, Provider shall provide Customer with access to the Service in accordance with Provider's Documentation. Customer will not, and will not allow or assist any other entity to, sublicense, assign, transfer, distribute, rent or sell use or access to the Service, or remove, alter or obscure any product identification, copyright or other notices. Only Customer, its Affiliates' and their respective employees and agents may act as Initiators; all use of the Service by Customer, its Affiliates' and their respective employees and agents is subject to the restrictions set forth in this Agreement.
- 2.2. Ownership and Service Components. All rights not expressly granted to Customer herein are expressly reserved by Provider. The Service is and shall remain the exclusive property of Provider and its licensors. Customer represents and warrants it has the right and authority to provide Provider with the Content for use in connection with the Service and Provider agrees that Content shall be owned by Customer. Provider and its third-party providers shall have a royalty-free, worldwide, transferable, sub-licenseable license to use the Content to perform the Service. Provider may gather Service data for the purpose of optimizing the Service. This information includes data regarding memory usage, connection speed and efficiency. Users are subject to Provider's terms of service and privacy policy available on Provider's website, www.onsolve.com/privacy-statement. Customer shall not, and shall not allow or assist any other entity to, create derivative works, modify, decompile, disassemble, or otherwise reverse engineer or attempt to discover any source code or underlying ideas of any component of the Service, except to the extent that Applicable Law prohibits such restrictions. Customer agrees that any suggestions, enhancement requests, recommendations, or other improvements (collectively, "Feedback") provided by Customer to Provider may be incorporated by Provider into the Service. Feedback is provided without warranty of any kind. Customer grants Provider the right to copy, distribute, transmit, publicly display, publicly perform, reproduce, edit, translate, and reformat the Feedback, and the right to sublicense such rights to others. No compensation will be paid with respect to the use of Feedback.

2.3. Contact Limit. During the term of the applicable Service Order and for a period of one (1) year thereafter, Provider shall have the right (at its own expense, upon reasonable notice, and no more frequently than once per calendar year unless prior breach has been uncovered) to inspect the number of Contacts. If Provider determines that Customer has exceeded the licensed number of Contacts, Customer shall pay Provider for the additional Contacts and the costs of such review within ten (10) days of Provider's invoice.

3. PAYMENT AND TAXES

3.1. Payment. Customer shall pay the Fees as set forth on the Service Order to this Agreement without setoff or deductions, within thirty (30) days from the invoice date. Payment shall be in advance, excluding any Transaction Fees which will be billed in arrears. Unpaid balances will be subject to interest at a rate of one and a half percent (1.5%) per month or the highest rate permitted by Applicable Law, whichever is lower, commencing on the date that payment was due.

3.2. Taxes. In addition to the Fees, Customer agrees to pay any taxes (including any VAT or sales tax), whether foreign, federal, state, local or municipal that may be imposed upon or with respect to the Service exclusive of taxes on Provider's net income.

3.3. Message Surcharges. Provider will not be liable to Customer, to any Contact or to any other person for any charges or fees that arise from sending or receipt of a Notification using the Service, including as a result of increases in pass-through charges by telecommunications providers.

4. TERM AND TERMINATION

4.1. Term. Unless earlier terminated in accordance with the terms of this Agreement, the Initial Term of this Agreement shall begin on the Effective Date and continue for the period set forth on the applicable Service Order. Upon completion of the Initial Term, this Agreement shall automatically renew for successive renewal terms (each a "Renewal Term") as set forth on the applicable Service Order, unless either party provides at least thirty (30) days' written notice that the Agreement will expire at the end of the Initial Term or then-current Renewal Term.

4.2. Termination. If either party defaults in any of its material obligations under this Agreement and such default has not been cured within thirty (30) days after written notice of such default, or if either party makes an assignment for the benefit of creditors, files a voluntary petition in bankruptcy, is adjudicated bankrupt or insolvent, is subject to appointment of a receiver or is a party in any proceeding in any jurisdiction to which it is subject that has an effect similar or equivalent to any of the events mentioned, the non-defaulting party may immediately terminate this Agreement in addition to its other rights and remedies.

4.3. Suspension. Provider may suspend the Service: (a) effective immediately upon notice if Customer breaches any provision under Section 5 (Customer Obligations); or (b) if payment for any portion of the Fees is not received by Provider within fifteen (15) days after receipt of written notice that payment is past due. Such suspension shall not modify or lengthen the term of this Agreement or any then current Service Order, nor shall any rights or obligations hereunder be waived during the suspension period.

4.4. Effects of Termination. Upon termination or expiration of this Agreement (i) Provider will, upon written request of Customer, erase Customer data from the production servers controlled by Provider, except that: (a) any data stored on Provider's backup servers shall be deleted as soon as technically feasible, and in any event within ninety (90) days from deletion from production, and Provider agrees that it (1) shall discontinue processing such data; and (2) shall maintain the confidentiality of such data in accordance with this Agreement; and (b) Provider may retain report data (e.g., date/time of Notification and number of Notifications sent) necessary to support its billing and accounting records; (ii) Customer will immediately pay to Provider all amounts due and payable for Services delivered prior to the date of termination; (iii) Customer shall immediately cease all use of the Service and return or destroy all copies, extracts, derivatives and reflections of the Service, and, upon Provider's request, provide written notice that Customer has fully complied with this clause, and (iv) remedies for breach, rights to accrued payments and Sections 1 (Definitions), 2.2 (Ownership and Service Components), 2.3 (Contact Limit), 3. (Payment and Taxes), 4.4 (Effects of Termination), 5 (Customer Obligations), 6 (Confidentiality and Security), 8 (Indemnification and Responsibility), 9 (Limitation of Liability), and 10 (General) will survive. Upon termination of this Agreement for Customer's breach: (a) Customer will immediately pay to Provider all unpaid Fees that would become due under the then-current term if such termination did not occur; and (b) Provider shall retain any Fees paid to date. Upon termination of this Agreement for Provider's breach, Provider will refund an amount equal to the prorated amount of Fees paid for the remainder of the then current term, less any expenses for transactions completed prior to the date of termination, which shall be calculated based upon the Transaction Fees.

5. CUSTOMER OBLIGATIONS

5.1. Customer Obligations. The Service is subject to pass-through terms from certain telephony, facsimile, GIS and/or Short Message Service (SMS) vendors and as such, Provider may modify these terms upon thirty (30) days written notice to Customer if reasonably necessitated due to changes by the third-party providers. Failure to comply with these terms could result in the termination of certain critical services from Provider's vendors which would impact all of Provider's customers.

5.2. Acceptable Use Policy. Customer will use the Service in accordance with all Applicable Laws and the Acceptable Use Policy attached to the Agreement as Exhibit C.

5.3. Data Security. Customer acknowledges and agrees that Provider does not require or "pull" any specific data from Customer; that Customer controls which data and Content is input through the Service and which data is sent and to whom such data is sent; and that Provider only specifically tracks the privacy regulations of the United States, Canada, and the European Economic Area, Switzerland and Japan with respect to the Standard Personal Information and shall have no obligations with respect to privacy regulations in other countries or for other types of data. Accordingly: (i) Customer shall not under any circumstances, transmit or store any Sensitive Data to or through the Service; and (ii) Customer shall not transmit or store any EU or Swiss Personal Data to or through the Service unless: (a) Customer is certified under the US-EU Privacy Shield Framework and complies with the Privacy Shield's principles in connection with the protection and handling of its Standard Personal Information or Customer hereby represents to Provider that its protection and handling of Standard Personal Information is in compliance with the principles outlined in the US-EU Privacy Shield Framework, consisting of: Notice; Choice; Accountability

for Onward Transfer; Security; Data Integrity and Purpose Limitation; Access; Recourse; Enforcement and Liability; or (b) Customer has executed the Data Processing Addendum, and in such case Customer shall fully comply with the Data Processing Addendum. Provider is certified under the US-EU Privacy Shield Framework and complies with the EU-US Privacy Shield principles in its handling and processing of Standard Personal Information.

6. CONFIDENTIALITY AND SECURITY.

6.1. Confidential Information. During the course of this Agreement, each party may have access to confidential, proprietary or trade secret information disclosed by the other party, including, without limitation, ideas, trade secrets, procedures, methods, systems, and concepts, whether disclosed orally or in writing or stored within the Service, or by any other media ("Confidential Information"). Any information related to the Service, including Documentation, security information, and API information, shall be deemed to be Confidential Information of Provider, and any Content shall be deemed to be Confidential Information of Customer. Each party (the "Receiving Party") acknowledges that the Confidential Information of the other party (the "Disclosing Party") contains valuable trade secrets and other proprietary information of the Disclosing Party and that any such Confidential Information will remain the sole and exclusive property of the Disclosing Party. Each party will use Confidential Information only for the purpose of performing under this Agreement, restrict disclosure of Confidential Information solely to its employees and contractors with a need to know, not disclose such Confidential Information to any other entities unless required to perform the terms of this Agreement, and otherwise protect the Confidential Information with no less restrictive measures than it uses to protect its own confidential and proprietary information. Information will not be deemed "Confidential Information" if it: (a) is generally available to the public (other than through breach of this Agreement); (b) is received from a third party lawfully empowered to disclose such information without being subject to an obligation of confidentiality; or (c) was rightfully in the Receiving Party's possession free of any obligation of confidence at the time it was communicated to the Receiving Party. Notwithstanding the above, the Receiving Party will not be in violation of the confidentiality restrictions herein with regard to a disclosure that was in response to a valid order by a court or other governmental body, provided that the Receiving Party provides the Disclosing Party with prompt written notice prior to such disclosure where reasonably possible in order to permit the Disclosing Party to seek confidential treatment of such information. A Receiving Party shall promptly notify the Disclosing Party if the Receiving Party becomes aware of any misuse or unauthorized disclosure of Confidential Information.

6.2. Security. Provider has put in place commercially reasonable information security procedures designed to protect and prevent unauthorized access to Content and Contact data. Provider will only process Content in accordance with the terms and conditions of this Agreement and Customer's instructions. Provider's security procedures include physical security, network security, hosted/data security and web security. Provider may modify its security procedures from time to time in accordance with changes to industry standards, but only in a manner that retains or increases the stringency of Provider's security obligations.

7. REPRESENTATIONS AND DISCLAIMER

7.1. Mutual Representations. Each party represents and warrants that: (i) it has the full corporate right, power and authority to enter into this Agreement, to grant the rights granted hereunder and to fully perform its obligations under this Agreement; (ii) the execution of this Agreement by such party, and the performance by such party of its obligations hereunder, does not and will not violate or conflict with any agreement to which such party is a party or by which it is otherwise bound; and (iii) when executed and delivered by such party, this Agreement will constitute the legal, valid and binding obligation of such party, enforceable against such party in accordance with its terms.

7.2. Additional Provider Representations. Provider represents and warrants that: (i) the Service will conform in all material respects to Applicable Law, Provider's Documentation; and (ii) all customer support, training and other services to be performed hereunder shall be performed in a professional and workmanlike manner consistent with industry standards.

7.3. Disclaimer. Provider makes no representation, warranty or guaranty, that the Service will work with, or be supported by, all protocols, networks, operating systems or environments; will be error-free; or that all Notifications will be delivered. Customer acknowledges and agrees that the Service is provided on a best efforts basis and is not designed, intended, authorized or warranted to be suitable for hosting life-support or EMT-based applications or other critical applications where the failure or potential failure of the Service can cause injury, harm, death, or other grave problems, including delays in getting medical care or other emergency services, and that any use of the Service to support such applications is fully at Customer's risk and Customer acknowledges that Provider will not have any liability for issues related to such use. EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS AGREEMENT, THE SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTY OF ANY KIND. PROVIDER EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY OR OTHERWISE, REGARDING THE SERVICE, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

8. INDEMNIFICATION AND RESPONSIBILITY

8.1. Provider General Indemnification. Provider will defend, indemnify, and hold harmless Customer and its employees ("Customer Indemnitees") from and against any and all third party actions, losses, awards, liabilities, claims, expenses, damages, settlements, fees, penalties and costs of every kind and description, including reasonable legal fees and government regulatory fines (collectively, "Losses"), arising from: (i) any gross negligence or willful misconduct by Provider; or (ii) any breach of Section 6 by Provider.

8.2. Provider IP Indemnification. Provider will defend, indemnify, and hold harmless the Customer Indemnitees from and against all Losses arising out of a claim that the Service directly infringes a copyright or patent issued as of the Effective Date, or other intellectual property right of a third party. The foregoing obligation of indemnification does not apply where: (a) Customer's use of the Service is not in compliance with the terms of this Agreement; (b) Customer has modified the Service or any part thereof without Provider's express, written authorization; (c) Customer has combined the Service with software, hardware, system, data, or other materials not supplied or authorized by Provider where the infringement or misappropriation relates to such combination, unless Provider expressly authorized such combination or the combination was provided for in the Documentation; (d) the Loss is as a result of Content or Contact data; or (e) Customer continues use of the Service after being provided modifications that would have avoided the alleged infringement. In the event Provider believes that

the Service is, or is likely to be, the subject of an infringement claim, Provider may, at its option, (1) procure for Customer the right to continue using the Service under this Agreement, (2) replace or modify the Service so that it becomes non-infringing but substantially equivalent in functionality and performance, or (3) if neither clause (1) or (2) are feasible in spite of Provider's reasonable efforts, terminate this Agreement and refund a prorated portion of the Subscription Fees based on the days left in the Initial Term or then-current Renewal Term, less any expenses for usage accrued prior to the date of termination. The foregoing obligations are Provider's only obligations and liability in connection with infringement by the Service.

8.3. Customer Indemnification. Customer agrees to indemnify, defend and hold harmless Provider and its Affiliates, licensors and suppliers from and against all Losses arising out of: (i) Customer's breach of Sections 5 and 6; (ii) third party claims that Customer's Content infringes on any intellectual property rights; or (iii) Customer's gross negligence or willful misconduct.

8.4. Indemnification Procedures. Each party seeking indemnification hereunder shall provide the other party with: (i) prompt written notice of any claim for which indemnification is sought; (ii) complete control of the defense and settlement of such claim; and (iii) reasonable assistance and cooperation in such defense at the indemnifying party's expense. In any proceeding the indemnified party shall have the right to retain, at its expense, its own counsel. Notwithstanding the foregoing, the indemnifying party may not enter into a settlement of a claim that involves a remedy other than the payment of money by the indemnified party (which amounts must be subject to indemnification by the indemnifying party) without the indemnified party's written consent.

9. LIMITATION OF LIABILITY

9.1. Limitation on Liability. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EXCEPT WITH RESPECT TO BREACH OF SECTION 5.2 or Section 5.3 (CUSTOMER OBLIGATIONS) OR SECTION 6 (CONFIDENTIALITY AND SECURITY) OR ANY OBLIGATIONS UNDER SECTION 8 (INDEMNIFICATION AND RESPONSIBILITY): (a) IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY OR ANY OTHER PERSON FOR ANY LOSS OF DATA, REVENUES, PROFITS OR OTHER ECONOMIC ADVANTAGE, OR ANY INCIDENTAL, INDIRECT, CONSEQUENTIAL, SPECIAL, PUNITIVE, EXEMPLARY OR OTHER SIMILAR DAMAGES OF ANY KIND OR NATURE, (HOWEVER ARISING, INCLUDING NEGLIGENCE) ARISING OUT OF, OR IN ANY WAY CONNECTED WITH, THE SERVICE OR THIS AGREEMENT, EVEN IF THE PARTY FROM WHICH DAMAGES ARE BEING SOUGHT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES; AND (b) IN NO EVENT SHALL THE CUMULATIVE LIABILITY OF EITHER PARTY, ITS AFFILIATES AND ITS AND THEIR DIRECTORS, OFFICERS, EMPLOYEES AND AGENTS EXCEED THE FEES ACTUALLY PAID OR PAYABLE UNDER THIS AGREEMENT DURING THE TWELVE (12) MONTHS OF SERVICE PRIOR TO THE DATE ON WHICH SUCH CLAIM AROSE. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EXCEPT WITH RESPECT TO GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, IN NO EVENT SHALL PROVIDER'S TOTAL CUMULATIVE LIABILITY FOR ANY BREACH OF SECTION 6 (CONFIDENTIALITY AND SECURITY) EXCEED THREE TIMES (3X) THE FEES ACTUALLY PAID BY CUSTOMER UNDER THIS AGREEMENT DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE DATE FIRST NOTICE IS PROVIDED BY CUSTOMER REFERENCING THE RELEVANT CLAIM HEREUNDER. Customer understands and agrees that the limitation of liability in this Agreement for Provider is reasonable and that Provider would not enter into this Agreement without such limitations.

10. GENERAL

10.1. Force Majeure. Neither party shall be responsible for delays or failures of performance resulting from acts beyond the reasonable control of such party, including acts of God, acts of war, riots, acts of terror and other acts or omissions of third parties such as interruptions, delays, or malfunctions of service by third-party service providers.

10.2. Dispute Resolution. Except for injunctive relief sought by either party, the parties agree to cooperate and escalate any dispute or controversy ("Dispute") arising out of or related to the performance of this Agreement or any Service Order to each party's business managers, who will meet and work in good faith to resolve each Dispute within ten (10) business days after receiving notification of the Dispute. If the business managers are unable to resolve the Dispute, either party may escalate the Dispute to the next highest level of management for resolution. If the Dispute remains unresolved thirty (30) days after referral to the next highest level of management within each party, either party may bring suit in a court of competent jurisdiction. This Section shall survive the expiration or termination of this Agreement for any reason. If either party engages attorneys to enforce any rights out of or relating to this Agreement, the prevailing party in any action to enforce or interpret this Agreement shall be entitled to recover any and all costs and expenses of any nature including attorneys' and experts' fees and costs.

10.3. Publicity. For the duration of this Agreement, Provider may use Customer's name and logo on the Provider web site and in Provider's collateral marketing materials identifying Customer as a purchaser of the Service. If Provider's expected use of Customer's name and/or logo includes more than basic identification of Customer, Provider shall provide Customer with a copy of such content for approval, such approval not to be unreasonably withheld.

10.4. Survival of Terms. The rights and obligations of either party that by their nature would continue beyond the termination or expiration of this Agreement shall survive termination or expiration of this Agreement. For example, the provisions of this Agreement regarding indemnification and/or limitation of liability shall survive termination of this Agreement as to any cause of action arising under the Agreement.

10.5. Independent Contractor. Provider's relationship with Customer shall be that of an independent contractor, and nothing in this Agreement shall be construed to create a partnership, joint venture, principal-agent, or employer-employee relationship. Neither party will have or represent that it has the right, power or authority to bind, contract or commit the other party or to create any obligation on behalf of the other party.

10.6. Severability. If any term or provision of this Agreement or the application thereof is to any extent held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each term and provision hereof shall be valid and enforced to the fullest extent of the law.

10.7. Entire Agreement. This Agreement constitutes the entire agreement and understanding between Customer and Provider with respect to the subject matter hereof and supersedes all prior and contemporaneous verbal and written negotiations, agreements and understandings, if any, between the parties. This Agreement cannot be modified except by a writing signed by an authorized representative of each party. The terms of this Agreement shall take precedence over any conflicting terms in purchase or procurement documentation, such as a purchase order, acknowledgement form, or other similar documentation and any pre-printed terms and conditions on or attached to Customer's purchase orders or invoices will be of no force or effect. The failure of either party to enforce any provision of this Agreement, unless waived in writing by such party, will not constitute a waiver of that party's right to enforce that provision or any other provision of this Agreement.

10.8. Notice. All notices and consents required or permitted under this Agreement must be in writing; must be personally delivered or sent by registered or certified mail (postage prepaid), by overnight courier or other nationally recognized carrier, or by facsimile (receipt confirmed), in each case to Provider's address on the Service Order, Attn: Legal, and to Customer's Business Contact on the Service Order, and will be effective upon receipt. Each party may change its address for receipt of notices by giving notice of the new address to the other party.

10.9. Counterparts. This Agreement may be executed in facsimile and in counterparts.

10.10. Export Compliance. The Service and other Provider technology, and derivatives thereof may be subject to export laws and regulations of the United States and other jurisdictions. Customer represents that it is not named on any U.S. government denied-party list. Customer will not permit any User to access or use the Service in a U.S.-embargoed country (currently Cuba, Iran, North Korea, Sudan or Syria) or in violation of any U.S. export law or regulation, and will not permit any U.S.-sanctioned persons or entities to act as Users.

10.11. U.S. Government End Users. As defined in FAR section 2.101, DFAR section 252.227-7014(a)(1) and DFAR section 252.227-7014(a)(5) or otherwise, *all software* and accompanying documentation provided in connection with this Agreement are "commercial items," "commercial computer software," and or "commercial computer software documentation." Consistent with DFAR section 227.7202 and FAR section 12.212, any use, modification, reproduction, release, performance, display, disclosure or distribution thereof by or for the U.S. Government shall be governed solely by the terms of this Agreement. Customer will ensure that each copy used or possessed by or for the government is labeled to reflect the foregoing.

10.12. Assignments. Neither party may assign this Agreement without the prior written consent of the other party, except to an Affiliate or an entity that acquires all or substantially all of its business or assets, whether through merger, reorganization or otherwise. Any assignment in violation of the foregoing shall be void and of no effect.

ONSOLVE, LLC

CITY OF NEWBURGH, NEW YORK

Signed: _____

Signed: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Executed for Exhibits B and C

EXHIBIT C
ACCEPTABLE USE POLICY

1. General Terms.

1.1 All Content is Customer's sole responsibility. Customer is solely responsible for the integrity and quality of the Content. Customer shall be responsible for, and under no circumstances will Provider or its Affiliates or any of their licensors or suppliers be responsible, for any loss, damage or liability arising out of any Content, including any mistakes contained in the Content or the use or subject matter of the Content. Further, Customer is responsible for: (i) any Notifications that are sent through its accounts (other than if caused by the Service itself or breaches by Provider); (ii) all Fees accruing from the use of the Service through its account, whether by its Affiliates and its and their employees and consultants; and (iii) all actions of its Affiliates, and its and their employees consultants, as if such actions had been conducted by Customer.

1.2 Customer shall be responsible for procuring any necessary consents or having other legal basis to contact Contacts with respect to the provision of any data transmitted through the Service.

1.3 Customer shall use any data it uploads into the Service in accordance with any and all restrictions applicable to such data and all Applicable Laws.

1.4 Customer will use and permit its Users to use the Service in accordance with this Agreement and all Applicable Laws, including the Telephone Consumer Protection Act, Fair Debt Collections Practices Act, Federal Communications Commission ("FCC") or Federal Trade Commission ("FTC") rules or regulations and any and all other Applicable Laws related to pre-recorded telephone and/or text messages and the use of automated dialing equipment.

1.5 Customer will include, at the beginning of each Notification, its official business or government name. Customer will include, at the end of each Notification, a telephone number for Customer.

1.6 Customer will not send any Notifications to mobile devices owned by a Contact unless Customer has obtained such Contact's "opt-in" consent to receive, or Customer has other legal basis to send such Contact, pre-recorded, telephone and text Notifications using automated dialing equipment.

1.7 Customer must provide Contacts with a simple mechanism for opting out or unsubscribing from receiving Notifications, including information on how to "opt-out" or unsubscribe.

1.8 Customer will not send Notifications to phone numbers that are emergency numbers and/or other numbers that may not be called using automated dialing equipment under Applicable Law.

1.9 Customer's total Notifications to an individual Contact will not exceed an average of one (1) Notification per day (via any contact method), absent an emergency or a specific use case for the Contact. Should Customer exceed this fair use, the parties will meet to discuss the reasons, review best practices and determine if an adjustment to Customer's Service plan is necessary. Due to vendor requirements for ensuring Notifications sent by the Service are not blacklisted, Customer shall adhere to this fair use policy.

1.10 Customer will not send any Content that it knows, or has reason to know: (i) infringes another's rights in intellectual property; (ii) invades any privacy laws including without limitation another's right to privacy and/or any privacy policies of Customer or any third-party; and/or (iii) justifies a complaint to the FCC and/or FTC.

1.11 Customer will not, and will not permit its Users or any third parties to: (i) engage or facilitate any unethical, deceptive or misleading practices in connection with the use of the Service; (ii) use the Service in connection with any telemarketing, solicitations, donations, sales, spamming or any unsolicited messages (commercial or otherwise); and/or (iii) provide Content to be transmitted in the Service which: (a) is defamatory, libelous, obscene, pornographic, or is otherwise harmful; (b) promotes violence, discrimination, illegal activities, gambling, alcoholic beverages, guns or tobacco; and/or (c) contains or otherwise links to viruses, worms, cancelbots or any other harmful code or computer programs designed to disrupt the functionality of any computer software or hardware or telecommunications equipment.

1.12 Customer may send SMS Texts in text format only.

1.13 Customer acknowledges and agrees that Notifications may not be delivered to the phone if not in range of a transmission site, or if sufficient network capacity is not available at a particular time. Even within a coverage area, factors beyond the control of the carrier may interfere with message delivery, including the Customer's equipment, terrain, proximity to buildings, foliage, and weather. Customer acknowledges that urgent Notifications may not be timely received and that the carrier does not guarantee that messages will be delivered.

1.14 Customer acknowledges that Provider may block Notifications (e.g., based on instructions from Contacts, carriers, aggregators, government agencies, etc.).

1.15 Customer agrees to maintain all security regarding its (and its Users') account ID, password, and connectivity with the Service. If Customer's account ID or password are stolen, or otherwise compromised Customer is obligated to immediately change the password and inform Provider of the compromise.

RESOLUTION NO.: 181 - 2019

OF

JULY 8, 2019

**A RESOLUTION AUTHORIZING THE SETTLEMENT OF A QUIET TITLE
ACTION RELATED TO PROPERTY AT 109 SOUTH WILLIAM STREET
(SECTION 45, BLOCK 4, LOT 5) IN AN AMOUNT NOT TO EXCEED \$10,000.00**

WHEREAS, by Resolution No. 211-2018, the City of Newburgh authorized the City Manager to execute a site development agreement for the transfer and redevelopment of property located at 109 South William Street (Section 45, Block 4, Lot 5) (the “Property”) to BOM Newburgh, LLC (the “Developer”); and

WHEREAS, the Developer has been unable to obtain a policy of title insurance due to the general business practices of title companies; and

WHEREAS, in order to assist the Developer in obtaining a policy of title insurance, the City commenced an action pursuant to Article 15 of the Real Property Actions and Proceedings Law (“RPAPL”); and

WHEREAS, the City’s RPAPL Article 15 action can be resolved expeditiously in order to proceed to a closing of title to the Property; the same being in the best interests of the City of Newburgh and its further development;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the City Manager is hereby authorized to settle the outstanding litigation in an amount not to exceed Ten Thousand and 00/100 dollars (\$10,000.00).

RESOLUTION NO.: 182 - 2019

OF

JULY 8, 2019

**A RESOLUTION TO AUTHORIZE THE COMMENCEMENT OF LITIGATION
OR RATIFY THE COMMENCEMENT OF PENDING LITIGATION
AGAINST HEADSUP PENNY, INC.**

BE IT RESOLVED, by the Council of the City of Newburgh, New York, hereby authorizes the commencement of litigation and/or ratifies the commencement of pending litigation against Headsup Penny, Inc. with respect to the provision of water services.