



CITY OF NEWBURGH  
COUNCIL MEETING AGENDA  
*SESION GENERAL DEL CONSEJAL*  
September 9, 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 August 12, 2019  
*Aprobacion del acta de la reunion general del concejal del 12 de agosto de 2019*
5. City Manager Update/ Gerente de la ciudad pone al dia a la audiencia de los planes de cada departamento

Presentations/Presentaciones

6. Public Hearing - Local Law rescinding installment payment agreements for eligible delinquent taxes

A public hearing will be held on Monday, September 9, 2019 to hear comment on the proposed local law amending Chapter 270, 'Taxation', of the Code of the City of Newburgh rescinding Section 270-23.1 through Section 270-23.11 of Article III entitled 'Collection of Delinquent Taxes' providing for the Installment Payment of Eligible Delinquent Taxes.

*Una audiencia pública será llevada a cabo el lunes, 9 de septiembre de 2019 para escuchar Comentarios sobre la Ley Local propuesta enmendando el Capítulo 270, 'Impuesto', del Código de la Ciudad de Newburgh rescindiendo la Sección 270-23.1 por medio de la Sección 270.23.11 del Artículo III titulado 'Colección de Impuestos Morosos' proporcionando para el Pago a Plazos de Impuestos Morosos Elegibles.*

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. 216-2019 - Gas & Electric Bid 2019

Resolution to ratify the award of a bid and the execution of a contract with Engie Resources, LLC for electrical supply to the City of Newburgh for a two (2) year term at a cost of \$0.05715 per kilowatt hour and the award of a bid and the execution of a contract with East Coast Power & Gas, LLC for gas supply services to the City of Newburgh for a two (2) year term at a cost of \$0.4066 per 100 cubic feet. (Todd Venning)

*Una resolución para ratificar la otorgación de un contrato y la ejecución de un contrato con Engie Resources, LLC para el suministro eléctrico a la Ciudad de Newburgh por un periodo de dos (2) años a un costo de \$0.05715 por hora de kilovatio y la otorgación de una licitación y la ejecución de un contrato con East Coast Power & Gas, LLC para servicios de suministro de gas a la Ciudad de Newburgh por un periodo de dos (2) años a un costo de \$0.4066 por 100 pies cúbicos. (Todd Venning)*

8. Resolution No. 217-2019 - Purchase of 394 Liberty Street

Resolution to authorize the conveyance of real property known as 394 Liberty Street (Section 10, Block 1, Lot 41) at private sale to Abel Salazar, Irene Salazar and Alina Preciado for the amount of \$50,000.00. (Ali Church)

*Una resolución para autorizar el traspaso de bienes raíces conocidas como la 394 de la Calle Liberty (Sección 10, Bloque 1, Lote 41) en una venta privada a Abel Salazar, Irene Salazar y Alina Preciado por el monto de \$50,000.00 (Ali Church)*

9. Resolution No. 218-2019 - Purchase of 16 Maple Street

Resolution to authorize the conveyance of real property known as 16 Maple Street (Section 25, Block 3, Lot 35) at private sale to Karen Cestoni for the amount of \$10,000.00. (Ali Church)

*Una resolución para autorizar el traspaso de bienes raíces conocidas como la 16 de la Calle Maple (Sección 25, Bloque 3, Lote 35) en una venta privada a Karen Cestoni por el monto de \$10,000.00. (Ali Church)*

10. Resolution No. 219-2019 - 92 Overlook Place - Extension of Time to Rehabilitate

Resolution authorizing a twelve month extension of time to rehabilitate the premises known as 92 Overlook Place (Section 45, Block 8, Lot 24) in the City of Newburgh. (Michelle Kelson)

*Una resolución autorizando una extensión de tiempo de doce meses para rehabilitar las instalaciones conocidas como la 92 del Overlook Place (Sección 45, Bloque 8, Lote 24) en la Ciudad de Newburgh. (Michelle Kelson)*

11. Resolution No. 220-2019 - 66 Johnston 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 M & N Newburgh Development, LLC to the premises known as 66 Johnston Street (Section 23, Block 7, Lot 21)

*Una resolución autorizando la ejecución de la liberación de cláusulas restrictivas y derecho de reingreso de una escritura emitida a M & N Newburgh Development, LLC para las instalaciones conocidas como la 66 de la Calle Johnston (Sección 23, Bloque 7, Lote 21) (Michelle Kelson)*

12. Resolution No. 221-2019 - 44 Johnes Street, unit 206-J - Release of Restrictive Covenants

Resolution authorizing the execution of a release of restrictive covenants and right of re-entry from a deed issued to Bisessar A. Moonesar to the premises known as 44 Johnes Street, unit 206 (Section 58, Block 1, Lot 1.-16) (Michelle Kelson)

*Una resolución autorizando la ejecución de la liberación de cláusulas restrictivas y derecho de reingreso de una escritura emitida a Bisessar A. Moonesar para las instalaciones conocidas como la 44 de la Calle Johnes, unidad 206 (Sección 58, Bloque 1, Lote 1.-16) (Michelle Kelson)*

13. Resolution No. 222-2019 - CDBG FY 2020 Annual Action Plan - Schedule Public Hearing

Resolution scheduling a second public hearing for September 23, 2019 to hear public comment regarding the housing and community development needs of the City of Newburgh and to hear public comment on the City of Newburgh's proposed actions concerning the Community Development Block Grant Program for the 2020-2024 Five Year Consolidated Plan and Fiscal Year 2020 Annual Action Plan. (Ali Church)

*Una resolución programando una segunda audiencia publica para el 23 de septiembre para escuchar comentarios públicos sobre las necesidades de la Ciudad de Newburgh con respecto a viviendas y desarrollo comunitario y para escuchar comentarios públicos sobre las acciones propuestas por la Ciudad de Newburgh con respecto a la Subvención del Programa de Desarrollo de los Bloques Comunitarios para el Plan Consolidado de Cinco Años del 2020-2024 y el Plan de Acción Anual del Año Fiscal del 2020. (Ali Church)*

14. Resolution No. 223-2019 - Apply for and Accept if Awarded a Cities RISE III Grant

Resolution authorizing the City Manager to apply for and accept if awarded a Cities for Responsible Investment and Strategic Enforcement Phase III grant from Enterprise Community Partners, Inc. to improve code enforcement policy and practices in the City of Newburgh. (Ali Church)

*Una resolución autorizando al Gerente Municipal para solicitar y aceptar si es otorgada una Subvención Fase III de Ciudades para Inversión Responsable y Aplicación Estratégica de "Enterprise Community Partners, Inc." Para mejorar pólizas del cumplimiento del código y prácticas en la Ciudad de Newburgh. (Ali Church)*

15. Resolution No. 224-2019 - to Engage Mitchell Associates Architects, PLLC to Develop a Facilities Master Plan

Resolution authorizing the City Manager to accept a proposal and execute an agreement with Mitchell Associates Architects for architectural services for the City of Newburgh Facilities Master Plan Phase I at a cost of \$98,500.00 and amending Resolution No. 364-2018, the 2019 budget for the City of Newburgh, New York to transfer funds from Health Insurance to Executive Office - Consultant Services. (Ali Church)

*Una resolución autorizando al Gerente Municipal a aceptar una propuesta y ejecutar un acuerdo con Mitchell Associates Architects para servicios arquitectónicos para la Fase I del Plan Maestro de Instalaciones de la Ciudad de Newburgh a un costo de \$98,500.00 y enmendando la Resolución No. 364-2018, el presupuesto del 2019 para que la Ciudad de Newburgh, Nueva York transfiera fondos del Seguro de Salud a la Oficina Ejecutiva – Servicios Consultivos. (Ali Church)*

16. Resolution No. 225-2019 - FY2019 Edward Byrne Justice Grant Program

Resolution authorizing the City Manager to apply for and accept if awarded a U.S. Department of Justice Edward Byrne Memorial Justice Assistance Program grant in the amount of \$30,787.00 with a City match in the amount of \$9,184.25 to purchase a vehicle for the City of Newburgh Police Department. (Michelle Kelson)

*Una resolución autorizando al Gerente Municipal a solicitar y aceptar si es otorgado una Subvención del Programa de Asistencia de Justicia del Memorial Edward Byrne del Departamento de Justicia de los Estados Unidos por un monto de \$30,787.00 el cual será correspondido por la Ciudad en un monto de \$9,181.25 para comprar un vehículo para el Departamento de Policía de la Ciudad de Newburgh. (Michelle Kelson)*

17. Resolution No. 226-2019 - Intermunicipal Water Supply Agreement with Town of New Windsor

Resolution authorizing the City Manager to execute an Inter-Municipal Water Supply Agreement with the Town of New Windsor. (Michelle Kelson)

*Una resolución autorizando al Gerente Municipal a ejecuta un Acuerdo Intermunicipal de Abastecimiento de Agua con la Ciudad de New Windsor. (Michelle Kelson)*

18. Resolution No. 227-2019

A resolution approving the consent judgment and authorizing the City Manager to sign such consent judgment in connection with the tax certiorari proceedings against the City of Newburgh in the Orange County Supreme Court bearing Orange County Index Nos. 5870-2017, 7878-2018, 5996-2019 involving Section 4, Block 10, Lot 11.1 (415 Grand Street, LLC)

*Una resolución aprobando la sentencia de consentimiento y autorizando al Gerente Municipal a firmar dicha sentencia de consentimiento en conexión con los procedimientos de certiorari fiscal en contra de la Ciudad de*



*Newburgh en la Corte Suprema del Condado de Orange el cual conlleva los Números de Índice 5870-2017, 7878-2018, 5996-2019 el cual involucra la Sección 4, Bloque 10, Lote 11.1 (415 Grand Street, LLC)*

19. Resolution No. 228-2019

A resolution approving the consent judgment and authorizing the City Manager to sign such consent judgment in connection with the tax certiorari proceedings against the City of Newburgh in the Orange County Supreme Court bearing Orange County Index No. 5040-2016 involving Section 12, Block 2, Lot 22 (RIPRAP, LLC)

*Una resolución aprobando la sentencia de consentimiento y autorizando al Gerente Municipal a firmar dicha sentencia de consentimiento en conexión con los procedimientos de certiorari fiscal en contra de la Ciudad de Newburgh en la Corte Suprema del Condado de Orange el cual conlleva los Números de Índice 5040-2016 el cual involucra la Sección 12, Bloque 2, Lote 22 (RIPRAP, LLC)*

20. Resolution No. 229-2019

A resolution authorizing settlement of a water bill with an out-of-city account for the amount of twenty-three thousand five hundred eighteen and 88/100 dollars (\$23,518.88).

*Una resolución autorizando el acuerdo de una factura de agua con una cuenta fuera de la ciudad por el monto de veintitrés mil quinientos dieciocho y 88/100 dólares (\$23,518.88).*

21. Ordinance No. 7 - 2019 - Amending Section 88-2 of the Code of Ordinances of the City of Newburgh to address retention of electronic records

Ordinance amending Section 88-2 of the Code of Ordinances of the City of Newburgh to address the retention of electronic records. (Michelle Kelson)

*Una Ordenanza enmendando Sección 88-2 del Código de Ordenanzas de la Ciudad de Newburgh para tratar la retención de registros electrónicos. (Michelle Kelson)*

Old Business: / Asuntos Pendientes

New Business: / Nuevos Negocios

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

Adjournment/ Aplazamiento:

RESOLUTION NO.: 213 - 2019

OF

AUGUST 12, 2019

RESOLUTION SCHEDULING A PUBLIC HEARING FOR SEPTEMBER 9, 2019  
TO HEAR PUBLIC COMMENT CONCERNING A LOCAL LAW AMENDING CHAPTER  
270 "TAXATION" OF THE CODE OF THE CITY OF NEWBURGH RESCINDING  
SECTION 270-23.1 THROUGH SECTION 270-23.11 OF  
ARTICLE III "COLLECTION OF DELINQUENT TAXES" PROVIDING FOR  
THE INSTALLMENT PAYMENT OF ELIGIBLE DELINQUENT TAXES

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that there is hereby scheduled a public hearing to receive comments concerning a "A Local Law amending Chapter 270, 'Taxation', of the Code of the City of Newburgh rescinding Section 270-23.1 through Section 270-23.11 of Article III entitled 'Collection of Delinquent Taxes' providing for the Installment Payment of Eligible Delinquent Taxes"; and that such public hearing be and hereby is duly set for the next regular meeting of the Council to be held at 7:00 p.m. on the 9<sup>th</sup> day of September, 2019, in the 3<sup>rd</sup> Floor Council Chambers, 83 Broadway, City Hall, Newburgh, New York.

I, Katrina Cotten, Deputy City Clerk of the City of Newburgh  
hereby certify that I have compared the foregoing with the  
original resolution adopted by the Council of the City of  
Newburgh at a regular meeting held 8/12/19  
and that it is a true and correct copy of such original.

Witness my hand and seal of the City of  
Newburgh this 13<sup>th</sup> day of Aug 20 19

Katrina Cotten  
Deputy City Clerk

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

OF

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

A LOCAL LAW AMENDING CHAPTER 270 "TAXATION" OF THE CODE  
OF THE CITY OF NEWBURGH RESCINDING  
SECTION 270-23.1 THROUGH SECTION 270-23.11 OF  
ARTICLE III "COLLECTION OF DELINQUENT TAXES" PROVIDING FOR  
THE INSTALLMENT PAYMENT OF ELIGIBLE DELINQUENT TAXES

BE IT ENACTED by the City Council of the City of Newburgh as follows:

SECTION 1 - TITLE

This Local Law shall be referred to as "A Local Law amending Chapter 270, 'Taxation', of the Code of the City of Newburgh rescinding Section 270-23.1 through Section 270-23.11 of Article III entitled 'Collection of Delinquent Taxes' providing for the Installment Payment of Eligible Delinquent Taxes".

SECTION 2 - PURPOSE AND INTENT

The purpose of this local law is to repeal Local Law No. 1-2012 which enacted Section 270-23.1 through Section 270-23.11 of Chapter 270, Article III which authorized installment payment of eligible delinquent taxes pursuant to Section 1184 of the New York State Real Property Tax Law. The City Council of the City of Newburgh finds that since Local Law No. 1-2012 was enacted that the installment payment agreement has not assisted property owners in becoming current on their real property tax payments and resulted in continued delinquency and non-payment of real property taxes. This City Council has determined that the continued delinquency and non-payment of real property taxes discourages the prompt payment of real property taxes and adversely affects the City's ability to provide and pay for essential public services. Therefore, the City Council further finds that repealing and rescinding Local Law No. 1-2012 in its entirety will promote the life, health, safety and well-being of all City residents.

SECTION 3 - AMENDMENT

Local Law No. 1-2012 of April 9, 2012, enacting Section 270-23.1 through Section 270-23.11 of Article III entitled "Collection of Delinquent Taxes" providing for the Installment Payment of Eligible Delinquent Taxes is hereby rescinded in its entirety.

#### SECTION 4 - SEVERABILITY

The provisions of this Local Law are separable and if any provision, clause, sentence, section, subsection, word or part thereof is held to be illegal, invalid, or unconstitutional, or inapplicable to any person or circumstance, such illegality, invalidity, or unconstitutionality, or inapplicability shall not affect or impair any of the remaining provisions, clauses, sentences, subsections, words or parts of this Local Law or their application to other persons or circumstances. It is hereby declared to be the legislative intent that this Local Law would have been adopted is such illegal, invalid, or unconstitutional provision, clause, sentence, subsection, word or part had not been included therein, and if such person or circumstance to which the Local Law or part here of is held inapplicable had been specifically exempt therefrom.

#### SECTION 5 - CODIFICATION

It is the intention of the City Council of the City of Newburgh and it is hereby enacted that the provisions of this Local Law shall be included in the Code of Ordinances of the City of Newburgh; that the sections and subsections of this Local Law may be re-numbered and/or re-lettered by the codifier to accomplish such intention; that the term "Local Law" shall be changed to "Chapter", "Section", or other appropriate word as required for codification; and that any such rearranging of the numbering and/or lettering and editing shall not affect the validity of this Local Law or the provisions of the Code of Ordinances affected thereby.

#### SECTION 6 - VALIDITY

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

#### SECTION 7 - EFFECTIVE DATE

This Local Law shall be effective on October 1, 2019 and after the filing in the Office of the New York State Secretary of State in accordance with the provisions of New York State Municipal Home Rule Law.

RESOLUTION NO.: 216 - 2019

OF

SEPTEMBER 9, 2019

**A RESOLUTION TO RATIFY THE AWARD OF A BID AND THE EXECUTION OF  
A CONTRACT WITH ENGIE RESOURCES, LLC FOR ELECTRIC SUPPLY TO  
THE CITY OF NEWBURGH FOR A TWO (2) YEAR TERM  
AT A COST OF \$0.05715 PER KILOWATT HOUR  
AND THE AWARD OF A BID AND THE EXECUTION OF A CONTRACT  
WITH EAST COAST POWER & GAS, LLC FOR GAS SUPPLY SERVICES TO  
THE CITY OF NEWBURGH FOR A TWO (2) YEAR TERM  
AT A COST OF \$0.4066 PER 100 CUBIC FEET**

**WHEREAS**, by Resolution No.: 193-2019 of August 12, 2019, this Council authorized the bid for the electric supply services contract and the bid for the gas supply services contract be awarded to the lowest responsible bidders, providing for a two (2) year term, and further authorized the City Manager to execute a contract for the provision of electric services and gas supply services, with all such terms and conditions as may be required by the Corporation Counsel and subject to ratification of the final pricing by this Council; and

**WHEREAS**, on behalf of the City of Newburgh, M & R Energy Resources Corporation has duly advertised for bids for the electric supply services contract and for gas supply services contract; and

**WHEREAS**, bids were duly received and opened and Engie Resources, LLC is the low bidder for the electric supply services and East Coast Electric & Gas, LLC is the low bidder for gas supply services;

**NOW, THEREFORE, BE IT RESOLVED**, that the Council of the City of Newburgh New York, hereby ratifies the bid for the electric supply services contract with Engie Resources, LLC, providing for a two (2) year term at a cost of \$0.05715 per kilowatt hour; and

**BE IT FURTHER RESOLVED**, that the Council of the City of Newburgh, New York hereby ratifies the bid for the gas supply services contract with East Coast Electric & Gas, LLC providing for a two (2) year term at a cost of \$0.4066 per 100 cubic feet.

## Consumer Bill of Rights

### New York State Public Service Commission Consumer Bill of Rights

Customers can purchase energy from an Energy Services Company (ESCO) or from a traditional utility. If you choose to purchase energy from an ESCO you are entitled to:

- A clear description of the services offered by the ESCO.
- Receive energy delivery and 24-hour emergency services from your utility company.
- Clear procedures for switching energy suppliers, including information about the enrollment process.
- Disclosure, in simple and clear language, of the terms and conditions of the agreement between you and the ESCO including: price and all variable charges or fees; length of the agreement; terms for renewal of the agreement; cancellation process and any early termination fees, which are limited by law; and conditions, if any, under which the ESCO guarantees cost savings.
- Rescind an agreement with an ESCO within three days of receiving the agreement, if you are a residential customer.
- A description of how pre-payment agreements work, if offered.
- Notice from the ESCO, no less than thirty days prior to the contract renewal date, of the renewal terms and the options you have as a customer. A fair and timely complaint resolution process.
- Provision of any written documents (contracts, marketing materials, and this ESCO Consumer Bill of Rights), in the same language used to enroll you as a customer.

If you are a residential customer you are also entitled to the rights and protections of the Home Energy Fair Practices Act (HEFPA) which requires that all utility customers be treated fairly with regard to application for service, customer billing, and complaint procedures. For more information go to [www.dps.ny.gov/resright.html](http://www.dps.ny.gov/resright.html).

ESCOs that do not assure these consumer rights could lose their eligibility to provide service in New York. Please report any complaints to the Department of Public Service at 1-800-342-3377 (8:30 am - 4:00 pm), by mail at Office of Consumer Services, NYS Department of Public Service, 3 Empire State Plaza, Albany, NY 12223, or online at [www.dps.ny.gov](http://www.dps.ny.gov).

You can find more information about your energy alternatives by visiting: [www.askpsc.com](http://www.askpsc.com)

**1. Agreement to Sell and Purchase Energy.** This is an agreement between East Coast Power and Gas, LLC ("East"), an independent energy services company, and the undersigned customer ("Customer") under which Customer shall initiate natural gas and/or electricity service and begin enrollment with East (the "Agreement"). Customer will sign and return this Agreement to East by 3:00 p.m. ET on the day the Contract is received by Customer and an Agreement returned later than such time may be honored by East only at its sole discretion. East is dependent upon Customer or Customer's agent/broker for data required for timely enrollment of Customer's account(s) and Customer warrants it has given East complete and accurate information. East is not responsible for any delays, fees or penalties caused by Customer's failure to provide timely, complete or accurate information. Subject to the terms and conditions of this Agreement, East agrees to sell and deliver, and Customer agrees to purchase and accept the quantity of natural gas and/or electricity, as estimated by East, necessary to meet Customer's requirements based upon consumption data obtained by East or the delivery schedule of the Local Distribution Utility (the "LDC"). East is not affiliated with and does not represent the LDC. The amount of natural gas and/or electricity supplied under this Agreement is subject to change based upon data reflecting Customer's consumption obtained by East or the LDC's delivery schedule. The LDC will continue to deliver the natural gas and/or electricity supplied by East. East may request at any time prior to or during the Initial Term or any Renewal Term, financial statements or financial information and Customer will provide accurate and complete financial information to East promptly. Failure to provide such information may result in enrollment delays or suspension of performance at no liability to East.

**2.Term.** For Variable Rate service this Agreement shall commence as of the date Customer's notice regarding the change of Customer's provider to East is deemed effective by the LDC, and shall continue for 30 days thereafter (the "Initial Term"). Unless otherwise agreed to, upon completion of the Initial Term, this Agreement will renew on a month-to-month basis with a monthly variable rate methodology with no change to the remaining terms. (the "Renewal Term"). While receiving service on a month-to-month basis, either party may cancel or terminate this Agreement by providing 30 days' advance written notice of termination to the other party.

For Fixed Rate and Index Price Plan service, this Agreement shall commence as of the date Customer's notice regarding the change of Customer's provider to East is deemed effective by the LDC, and shall continue for 3-36 months thereafter, as designated on your Customer Disclosure Statement (the "Initial Term"). Unless otherwise agreed to, upon completion of the Initial Term, this Agreement will renew on a month-to-month basis with a monthly variable rate methodology with no change to the remaining terms (the "Renewal Term"). At least 30 days and no more than 60 days prior to the renewal date, East will notify Customer in writing of the terms of renewal of this Agreement and of the Customer's right to renew, reject or renegotiate this Agreement. While receiving service on a month-to-month basis, such notification will be provided only for the first renewal occurring at the end of the Initial term, and Customer or East may cancel or terminate this Agreement by providing 30 days' advance written notice of termination to the other party. In the event an Initial Term or a Renewal Term is interrupted by the utility improperly switching the Customer to a new supplier, East may re-enroll the Customer with the utility.

**3. Pricing, Billing, Termination.** Unless otherwise agreed to in writing, the price for all natural gas sold under this Agreement is designated on your Customer Disclosure Statement ("Disclosure Statement"). As designated in your Disclosure Statement, the price for natural gas shall be one of the following: a variable price which each month shall reflect the whole sale cost of natural gas (including commodity, capacity, storage and balancing), transportation to the Delivery Point, and other market-related factors, plus all applicable taxes, fees, charges or other assessments and East's costs, expenses and margins; NYMEX plus a fixed adder (Index); or a fixed price on a per therm basis. In each case, plus all applicable taxes, fees, charges or other assessments and East's costs, expenses and margins. Unless otherwise agreed to in writing, the price for all electricity sold under this Agreement is designated on your Disclosure Statement. As designated in your Disclosure Statement, the price for electricity shall be one of the following: a variable price which shall each month reflect the cost of electricity obtained from all sources (including energy, capacity, settlement, ancillaries), related transmission and distribution charges and other market-related factors, including such factors as electricity market pricing, utility charges, and other



## Terms and Conditions

market price related factors, as determined by East's discretion, plus all applicable taxes, fees, charges or other assessments and East's costs, expenses and margins; Index plus a fixed adder (Index); or a fixed price on a per kWh basis. In each case, plus all applicable taxes, fees, charges or other assessments and East's costs, expenses and margins. All Fixed, Index and NYMEX+ rates may be modified due to a subsequent change in the law per Section 19 Regulatory Change.

For fixed price service if usage in any month exceeds the level of usage in the same month in the previous year ("Base Load") by 25 percent or more, the Customer will be charged a variable price for all usage in excess of the Base Load and the fixed price for usage up to the Base Load. If the usage in any month falls by 25 percent or more below the Base Load, the Customer will be charged the fixed price for all usage and shall be charged for hedging, cash out costs, settlement or balancing costs related to the difference between the base load minus 25 percent and the actual consumption. All calculations will be performed on a per account basis. If there is a material adverse change in the business or financial condition of Customer (as determined by East at its discretion) or if Customer fails to meet its obligations under this Agreement or pay or post any required security deposit, then, in addition to any other remedies that it may have, East may terminate this Agreement upon 15 days' written notice to Customer or, consistent with East's right to bill you directly or bill you through the utility, East may at your cost, transfer the account(s) to the utility "POR" (Purchase of Receivables) program if said accounts are not already in the program.

If Customer terminates this Agreement prior to the end of the Initial or Renewal Term or if East terminates this Agreement due to Customer's breach, the Customer shall pay East, in addition to any other applicable charges, an early termination fee equivalent to the multiplication of the (i) difference between the fixed price set forth in this Agreement and the calculation by East of the fixed price at the date of termination; and (ii) the estimated volumes for the remainder of the Initial or Renewal Term, as applicable using the actual volumes received by Customer for the prior 12 month period as the volumes used in determining damages. Notwithstanding the foregoing, for all residential customers and commercial customers solicited through door-to-door marketing, the early termination fee will

be no greater than \$100 if the remaining term is 12 months or less and \$200 if the remaining term exceeds 12 months. Customer may receive a single bill for both commodity and delivery costs from either East or the LDC, or each of the LDC and East may invoice Customer separately. Customer warrants that the information provided by it on the Customer Disclosure Statement, including but not limited to its billing address, is complete and accurate in all respects and will pay any cost accruing to East as a result of such information being or becoming incomplete or inaccurate. If East invoices Customer monthly for natural gas and/or electricity supplied under this Agreement, as measured by the LDC (or in absence of such usage data from the LDC, as estimated by East using Customer's historical usage which East will true up upon East receiving usage data from the LDC), East will send such invoice to the billing address specified in the Customer Disclosure Statement which shall be considered the complete and accurate billing address and Customer will pay each invoice by bank wire or ACH in full within 20 days of the invoice date or be subject to a late payment charge of 1.5% per month. For all purposes, the billing address shall be considered the appropriate address for purposes of collection of any invoice due or past due and any interest accrued thereupon. East reserves the right to charge customer for any duplicate bills issued to Customer for any purpose or for detailed invoice summaries requested by Customer. Customer payments remitted in response to a consolidated bill shall be pro-rated (when so required) in accordance with procedures adopted by the New York State Department of Public Service (the "DPS"). East may assign and sell Customer accounts receivable to the LDC. If Customer's energy usage exceeds the cost of providing services to Customer and East is no longer economically able to continue this Agreement, East has the right to terminate this Agreement in accordance with applicable regulations. This Agreement may be terminated at the sole discretion of East if you fail to meet any of the terms and conditions of this Agreement, for nonpayment, or if any of the information you have provided to East is or becomes untrue. In the event of failure to remit payment when due by a residential customer, East may terminate commodity service and seek suspension of distribution service in conformance with the Home Energy Fair Practices Act ("HEFPA"). Failure by a commercial customer to make full payment of East charges due on any consolidated bill prepared by the LDC for East will



be grounds for disconnection of utility services in accordance with NYPSC rules and regulations on the termination of service to non-residential customers, 16 NYCRR Section 13.3. A \$30 fee will be charged for all returned payments. For any NYMEX + products East will execute Nymex/Henry Hub trigger prices associated with Customer's executed sales agreement. Trigger volumes will be defined and requested by the Customer and be evenly divisible by 2,500Dth and will not exceed the total monthly volume per Customer's contractual obligation. Customer will bear any losses due to ineffective utilization. The requested trigger prices and associated volumes will be valid until executed or amended by the Customer in writing or e-mail.

**4. Assignment.** Customer may not assign its interests in and delegate its obligations under this Agreement without the express written consent of East. This contract will be binding upon any successors in interest of the customer. Customer must demonstrate that any assignee or successor is at least as creditworthy as Customer. East may sell, transfer, pledge, or assign the accounts, revenues, or proceeds hereof, in connection with any financing agreement or receivables purchase program, and may assign this Agreement to another energy supplier, energy services company or other entity as authorized by the DPS.

**5. Information Release Authorization.** Customer authorizes East to obtain and review information regarding Customer's credit history from credit reporting agencies and the following information from the LDC: consumption history; billing determinants; account number; credit information; public assistance status; existence of medical emergencies, status as to whether Customer has a medical emergency, is human needs, elderly, blind or disabled and data applicable to cold weather periods under PSL § 32 (3); and information pertaining to PSL § 33, tax status and eligibility for economic development or other incentives. This information may be used by East to determine whether it will commence and/or continue to provide energy supply service to Customer and will not be disclosed to a third party unless required by law. Customers preferred method to be contacted by East is via Email. Customer's execution of this Agreement shall constitute authorization for the release of this information to East. This authorization will remain in effect during the Initial Term and any Renewal Term. Customer may rescind this

authorization at any time by providing written notice thereof to East or by calling East at [1.800.545.9155](tel:18005459155). East reserves the right to cancel this Agreement in the event Customer rescinds the authorization. Upon Cancellation, East shall provide a cancellation number to Customer.

**6. Consumer Protections.** The services provided by East to Customer are governed by the terms and conditions of this Agreement and HEFPA for residential customers. East will provide at least 15 days' notice prior to the cancellation of service to Customer. In the event of non-payment of any charges owed to East, a residential Customer may be subject to termination of commodity service and the suspension of distribution service under procedures approved by the DPS. Customer may obtain additional information by contacting East at 1.800.545.9155 or the DPS at 1-800-342-3377, or by writing to the DPS at: New York State Department of Public Service, Office of Consumer Services, Three Empire State Plaza, Albany, New York 12223, or through its website at: [www.dps.ny.gov](http://www.dps.ny.gov). You may also contact the Department for inquiries regarding the competitive retail energy market at 1.888.697.7728.

**7. Cancellation.** A residential Customer may rescind this Agreement within 3 business days after the signing or receipt of this Agreement, whichever comes first, by contacting East at 1.800.545.9155 or in writing. Customer is liable for all East charges until Customer returns to the LDC or goes to another supplier. A final bill will be rendered within twenty (20) days after the final scheduled meter reading or if access is unavailable, an estimate of consumption will be used in the final bill, which will be trued up subsequent to the final meter reading.

**8. Agency-Gas.** Customer hereby designates East as agent to: (a) arrange and administer contracts and service agreements between Customer and East and between the interstate pipeline transporters of Customer natural gas supplies; (b) nominate and schedule with the interstate pipeline the transportation of Customer's natural gas supplies from the Sales point to the Delivery Points, and with the LDC for the transportation of the Customer's natural gas supplies from the Delivery Points to the Customer's end-use premises; and (c) aggregate Customer's natural gas supplies with such supplies of other customers served

by East to maintain qualification for LDC transportation service and resolve imbalances that may arise during the term of this Agreement. East as agent for the Customer will schedule the delivery of adequate supplies of natural gas that meet the Customer's city gate requirements as established by the LDC and in response to information provided by the LDC.

The Sales Points for the natural gas supplies provided under this Agreement will be a point or points located outside the State of New York as selected from time to time by East to assure service reliability. The Delivery Points for the natural gas transported by interstate pipelines will be the city gate stations of the LDC. East agrees to arrange for the transportation of the natural gas supplied under this Agreement from the Sales Points to the Delivery Points and from the Delivery Points to the Customer's end-use premises. These services are provided on an arm's length basis and market-based compensation is included in the price noted above.

**Agency-Electric:** Customer hereby designates East as agent to; (a) arrange and administer contracts and service agreements between Customer and East and those entities including the New York Independent System Operator ("NYISO") engaged in the generation, transmission and delivery of Customer electricity supplies; and (b) nominate and schedule with the appropriate entities including the LDC for the delivery of electricity to the Sales Point and the Customer's end-use premises. East as agent for the Customer will schedule the delivery of adequate supplies of electricity that meet the Customer's requirements as established by the LDC and in response to information provided by the LDC. The Sales Points for the electricity will be a point at the NYISO East load bus (located outside of the municipality where Customer resides). These services are provided on an arm's length basis and market-based compensation is included in the price noted above.

**9. Buyer's Usage Obligations:** For Customers providing Contract Quantity as the base usage of this Agreement, as described in Attachment A and if there is a Material Usage Deviation, Customer will be responsible for the losses and costs, including the costs of obtaining and/or liquidating the applicable volume, based upon the difference between the applicable Contract Quantity and Actual Quantity. Customer will pay the amount of such losses and costs to East within fifteen (15) Business Days of East's

invoice. "Material Usage Deviation" means any deviation in Actual Quantity at the Service Location(s) stated in the related Transaction Confirmation from Contract Quantity (or, as applicable, estimated Contract Quantities) stated in that Transaction Confirmation of +/- 25% or more.

**10. Addition or Deletion of account(s):** At any time during the term of this Agreement, upon advance written notice to East, Customer may request to add accounts to be served pursuant to this Agreement at the Contract Price, or to delete accounts from service for no early termination fee, up to the point at which the contracted volumes and load factor remain constant and unchanged in aggregate. Account addition(s) that cause the add/delete band to be exceeded may be, at East's sole discretion, added at the Contract Price. If East does not offer to add such account addition(s) at the Contract Price, Customer and East may agree to a price for the additional volumes. Account deletion(s) in excess of the add/delete band may be, at East's sole discretion, deleted for no early termination charge for such deletion(s). If East does not offer to delete such account(s) for no early termination charge, Customer shall pay East for the liquidation value (Contract Price less current market price) of the associated quantity liquidated within fifteen (15) days of notice from East of such amount due. The timing of completion for any addition or deletion shall be determined by the enrollment/drop rules in effect for the applicable market

**11. Title.** Customer and East agree that title to, control of, and risk of loss to the natural gas and electricity supplied by East under this Agreement will transfer from East to Customer at the Sales Point(s).

**12. Warranty.** This Agreement, including any enrollment form and applicable attachments, as written makes up the entire Agreement between Customer and East. East makes no representations or warranties other than those expressly set forth in this Agreement, and East expressly disclaims all other warranties, express or implied, including merchantability and fitness for a particular use.

**13. Force Majeure.** East will make commercially reasonable efforts to provide natural gas and/or electricity hereunder but East does not guarantee a continuous supply of natural gas and/or electricity to Customer. Certain causes and events out of the control of East ("Force Majeure Events") may result in interruptions in service. East will not be liable for any



such interruptions caused by a Force Majeure Event, and East is not and shall not be liable for damages caused by Force Majeure Events. Force Majeure Events shall include acts of God, fire, flood, storm, terrorism, war, civil disturbance, acts of any governmental authority, accidents, strikes, labor disputes or problems, required maintenance work, inability to access the local distribution utility system, non-performance by the LDC (including, but not limited to, a facility outage on its gas distribution lines or electric facilities), changes in laws, rules, or regulations of any governmental authority or any other cause beyond East's control.

**14. Liability.** The remedy in any claim or suit by Customer against East will be solely limited to direct actual damages (which will not exceed the amount of Customer's single largest monthly invoice amount in the immediately preceding 12 months). Subject to the foregoing, if, in respect of the enrollment of Customer, an administrative or unintentional error occurs caused solely by East which inadvertently results in Customer accruing damages from its previous supplier, Customer may provide East written notice of damages caused by such error with all supporting documentation including but not limited to the previous supplier's sales contract and invoices. Customer acknowledges that such notice and supporting documentation will allow East to evaluate, in its discretion, the amount of damage then due, if any, to Customer and the foregoing does not constitute a guarantee commitment or agreement of East to pay any requested damages. East may, to the extent it determines damages are due, revert such damage via bill credit, check or any other reasonable means of payment at its discretion. All other remedies at law or in equity are hereby waived. In no event will either East or Customer be liable for consequential, incidental, indirect, special or punitive damages. These limitations apply without regard to the cause of any liability or damages. There are no third-party beneficiaries to this Agreement.

**15. East Contact Information.** Customer may contact East's Customer Service Center at 1.800.545.9155, Monday through Friday 8:00 a.m. - 8:00 p.m. EST (contact center hours subject to change). Customer may write to East at: East, 340 Jackson Ave, Bronx, N.Y. 10454

**16. Dispute Resolution (Residential).** In the event of a billing dispute or a disagreement involving East's service hereunder, the parties will use their best efforts

to resolve the dispute. Customer should contact East by telephone or in writing as provided above. The dispute or complaint relating to a residential customer may be submitted by either party at any time to the DPS pursuant to its Complaint Handling Procedures ("Procedures") or calling the DPS at 1.800.342.3377. Customer must pay the bill in full, except for the specific disputed amount, during the pendency of the dispute, and such payment shall be refunded if warranted by the decision of DPS.

**Dispute Resolution (Commercial).** In the event of a billing dispute or disagreement involving East's service, Customer should contact East's Customer Service Center as provided above. Customer must pay the bill in full, except for the specific disputed amount, during the pendency of the dispute. If the parties cannot resolve the dispute within 45 days, either party may avail itself of all remedies available under law or equity. The DPS will not resolve Non Residential disputes associated with the services provided under this Agreement. However, the DPS will monitor inquiries and contacts from Non-Residential customers regarding energy service companies and an excessive number of confirmed complaints may result in an energy service company no longer being eligible to supply natural gas or electricity in New York State. The DPS Office of Consumer Services can be reached at: New York State Public Service Commission, Office of Consumer Services, Three Empire State Plaza, Albany, New York 12223; or by visiting [www.dps.ny.gov](http://www.dps.ny.gov).

**17. Choice of Laws.** Venue for any lawsuit brought to enforce any term or condition of this Agreement or to construe the terms hereof shall lie exclusively in the State of New York. This Agreement shall be construed under and shall be governed by the laws of the State of New York without regard to the application of its conflicts of law principles.

**18. Taxes and Laws.** Except as otherwise provided in the Agreement or provided by law, all taxes of whatsoever kind, nature and description due and payable with respect to service provided under this Agreement, other than taxes based on East's net income, shall be paid by Customer and Customer agrees to indemnify East and hold East harmless from and against any and all such taxes.

**19. Regulatory Changes.** This Agreement is subject to present and future legislation, orders, rules, regulations



or decisions of a duly constituted governmental authority having jurisdiction over this Agreement or the services to be provided hereunder. East and Customer recognize that a change in any law, rule, regulation, tariff, ISO design, ICAP tag or demand charge, regulatory structure, or a change in the interpretation of the application of any of the foregoing, ("Regulatory Change") could materially impact a term, condition or provision of this Agreement including, but not limited to price. East and Customer further recognize that the financial impact of a Regulatory Change that occurred prior to the date this Agreement was executed ("Execution Date") may not be known until a future date. Accordingly, East retains the right to: (i) to modify this Agreement to reflect a Regulatory Change that occurs after the Execution Date; and/or (ii) pass through to Customer any capital, operating, commodity or other costs it incurs as a result of a Regulatory Change that occurred prior to the Execution Date where the (x) costs were not known or (y) Regulatory Change was not implemented until after the Execution Date. In all cases, East shall provide 30 days' written notice of any modification to the Customer.

**20. Emergency Service.** The LDC will continue to respond to leaks and emergencies. In the event of a gas leak, service interruption or other emergency, Customer should immediately call the LDC at Con Edison 1-800-75CONED; Orange and Rockland at 1.877.434.4100; KeySpan 718.643.4050 (NYC) and 1.800.490.0045 (Long Island); Niagara Mohawk at 1.800.892.2345; Central Hudson at 1.800.527.2714; RG&E at 1.800.743.1701; NYSEG at 1.800.527.2714; National Fuel at 1.800.444.3130 and emergency personnel. Customer should then call East at: 1.800.545.9155.

**21. Parties Bound.** This Agreement is binding upon the parties hereto and their respective successors and legal assigns. Customer and East have caused this Agreement to be executed as of the date noted above on the first page of this Agreement, by individuals authorized to bind each party, and Customer has reviewed all of the terms herein.

In the case of telephonic or electronic enrollment execution shall be deemed provided pursuant to the methods authorized under the New York Uniform Business Practices.

**22. Loyalty Program.** Unless Customer indicates otherwise, Customer will be automatically enrolled in

East's Customer Loyalty Point Program ("Program"). Customer may opt-out of participation of the Program at any time by contacting East at 1.800.545.9155. More information about the Program is available at [www.ecpowerandgas.com](http://www.ecpowerandgas.com).

**23. Gift Cards.** Any Prepaid Card promotion will be issued following the completion of your first paid month of commodity supply in which this promotion has been applied to your ECP&G account. Please allow several weeks for processing and delivery. No Prepaid Card will be issued to you if: (i) your account is in arrears or inactive; (ii) your energy usage or credit does not meet ECP&G requirements; (iii) you have received an ECP&G promotion within the past 12 months; (iv) you cancel service prior to completion of your first month of supply; (v) fail to submit any documentation that is required prior to issuance of your Prepaid card or (vi) fail to timely submit any requisite documentation. This promotion is only available to new customers for a limited time and is only valid on fixed rate electric and natural gas products. This promotion may not be combined with other promotions or special rates. This promotion may be cancelled at any time and may not be available in all areas. ECP&G reserves the right to bill you for the full value of your Prepaid Card if you are issued a card and you choose to cancel your ECP&G service within 90 days of your first billing cycle.

**24. Renewable Energy Product.** Under East's renewable energy program the Customer's electricity supply will come from renewable energy resources such as biomass, biogas, wind, solar or hydro resources in the percentage noted on page one of this Agreement.

**25. Forward Contract:** Each Party acknowledges that: (a) this Agreement is a forward contract and a master netting agreement as defined in the United States Bankruptcy Code ("Code"); (b) this Agreement shall not be construed as creating an association, trust, partnership, or joint venture in any way between the Parties, nor as creating any relationship between the Parties other than that of independent contractors for the sale and purchase of Commodities; (c) Seller is not a "Utility" as defined in the Code; (d) Commodity supply will be provided by Seller under this Agreement, but delivery will be provided by the Utility; and (e) the Utility, and not Seller, is responsible for responding to service problems or emergencies should they occur.

**26. Energy Consumption Information** (Commercial Customers only) Customer hereby agrees, upon request, to provide East with facility descriptions, operating information, meter identification numbers and locations, and such other information available to Customer as East may reasonably require to provide electric and/ or gas service pursuant to this Agreement. Customer's expected energy usage for the Accounts may change for various reasons including, without limitation, additional equipment going on-line, ramp-up in equipment use, equipment modifications, increasing operating hours, remodel or facilities, new construction, applications for new construction permits, participation in demand response programs or energy efficiency programs including but not limited to peak shaving / management, solar installation, fuel cell, combined heat and power solutions, participation in special government electricity supply programs or on-site electric generation of any type or size. Customer

shall provide East at least thirty (30) days advance notice whenever it believes that Customer's estimated monthly aggregate usage will materially change from Customer's historical monthly usage, weather normalized, and shall provide good faith estimates of such usage changes.

**27. Signatory Affirmation.** Signor affirms that he or she is authorized to make decisions regarding the account and voluntarily authorizes Supplier to make the enrollment. Customer agrees to accept all notifications by email to the email address provided at time of enrollment, or subsequently provided to East.

RESOLUTION NO.: 217 - 2019

OF

SEPTEMBER 9, 2019

A RESOLUTION TO AUTHORIZE THE CONVEYANCE OF REAL PROPERTY  
KNOWN AS 394 LIBERTY STREET (SECTION 10, BLOCK 1, LOT 41)  
AT PRIVATE SALE TO ABEL SALAZAR, IRENE SALAZAR AND ALINA PRECIADO  
FOR THE AMOUNT OF \$50,000.00

**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 394 Liberty Street, being more accurately described as Section 10, Block 1, Lot 41 on the official tax map of the City of Newburgh; and

**WHEREAS**, the prospective buyers have 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 buyers for the sum as outlined below, and upon the same terms and conditions annexed hereto and made a part hereof,

**NOW, THEREFORE, BE IT RESOLVED**, by the Council of the City of Newburgh, New York, that the sale of the following property to the indicated purchasers 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 December 13, 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> |
|-------------------------|----------------------------|------------------|-----------------------|
| 394 Liberty Street      | 10 - 1 - 41                | Abel Salazar     | \$50,000.00           |
|                         |                            | Irene Salazar    |                       |
|                         |                            | Alina Preciado   |                       |

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

# Terms and Conditions Sale

## 394 Liberty Street, City of Newburgh (SBL: 10-1-41)

### STANDARD TERMS:

1. City of Newburgh acquired title to this property in accordance with Article 11 of the Real Property Tax Law of the State of New York, and all known rights of redemption under said provisions of law have been extinguished by the tax sale proceedings and/or as a result of forfeiture.
2. For purposes of these Terms and Conditions, parcel shall be defined as a section, block and lot number.
3. All real property, including any buildings thereon, is sold "AS IS" and without any representation or warranty whatsoever as to the condition or title, and subject to: (a) any state of facts an accurate survey or personal inspection of the premises would disclose; (b) applicable zoning/land use/building regulations; (c) water and sewer assessments are the responsibility of the purchaser, whether they are received or not; (d) easements, covenants, conditions and rights-of-way of record existing at the time of the levy of the tax, the non-payment of which resulted in the tax sale in which City of Newburgh acquired title; and (e) for purposes of taxation, the purchaser shall be deemed to be the owner prior to the next applicable taxable status date after the date of sale.
4. The properties are sold subject to unpaid school taxes for the tax year of **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 money order or guaranteed funds to the City of Newburgh Comptroller's Office by the date listed in the approved City Council Resolution, notwithstanding any extensions of time granted pursuant to terms contained herein ("Closing Deadline"). Such closing costs/fees may include, but are not limited to: recording fees, tax adjustments as of the day of closing, fuel oil adjustments, and applicable condominium charges (e.g. monthly maintenance charges, assessment charges, transfer buy-in fees, and/or closing package ordering fees). *The City of Newburgh does not accept credit card payments for the purchase price and closing costs/fees. The City is not required to send notice of acceptance or any other notice to a purchaser.* At closing, purchaser, as grantee, may take title as a natural person or as an entity wherein purchaser is an officer or managing member of said entity. If purchaser takes title as an entity, purchaser must provide an affidavit listing all of the members or shareholders of said entity, their addresses, their phone numbers, and their percentage ownership stake in the entity. Purchaser must have at least a fifty-one (51%) ownership stake in said entity in order for said entity to take title.
11. The City Manager may, in his sole discretion and for good cause shown, grant one extension of time to close title of up to, but not to exceed, sixty (60) additional days from the Closing Deadline. No request shall be entertained unless in writing, stating the reasons therefor, and unless accompanied by a fee of \$250.00 per parcel for which a request is submitted. The fee shall be in addition to all other fees and deposits and shall not be credited against the purchase price and shall not be returnable. Any additional request made thereafter shall be made in writing and placed before the City Council for its consideration.
12. In the event that a sale is cancelled by court order, judgment, the Comptroller or the Newburgh City Council, the purchaser shall be entitled only to a refund of the purchase money paid. Purchaser agrees that he shall not be entitled to special or consequential damages, attorney's fees, reimbursement for any expenses incurred as a result of ownership, improvements of property, or for taxes paid during period of ownership, and this agreement by the purchaser is a material condition of the sale.
13. Sale shall be final, absolute and without recourse once title is conveyed on the actual day of closing. In no event, shall City of Newburgh be or become liable for any defects in title for any cause whatsoever, and no claim, demand or suit of any nature shall exist in favor of the purchaser, his heirs, successors or assigns, against City of Newburgh arising from this sale.
14. Conveyance shall be by quitclaim deed only, containing a description of the property as it appeared on the tax roll for the year upon which the City acquired title or as corrected up to date of deed. The deed will be recorded by the City upon payment in full of the purchase price, tax reimbursements, buyer's premium (if applicable), and closing fees/costs. Possession of property is forbidden until the deed is recorded conveying title to the purchaser. **Title vests upon conveyance of deed.**
15. Upon closing, the City shall deliver a quitclaim deed conveying all of its right, title and interest in the subject property, which deed shall be drawn by the City Corporation Counsel. The City shall not convey its interest in any street, water, sewer or drainage easement, or any other interest the City may have in the property. The City shall only convey that interest obtained by the City pursuant to the judgment rendered in an *in rem* tax foreclosure action filed in the Orange County Clerk's Office.



16. The description of the property shall be from the City of Newburgh Tax Map reference or a survey description certified to the City of Newburgh. Any survey description shall be provided to the City Corporation Counsel by the purchaser at least thirty (30) days in advance of closing title and approved by the City's Engineer.
17. By acknowledging and executing these Terms & Conditions, the purchaser certifies that he/she is not representing the former owner(s) of the property against whom City of Newburgh foreclosed and has no intent to defraud City of Newburgh of the unpaid taxes, assessment, penalties and charges which have been levied against the property. The purchaser agrees that neither he/she nor his/her assigns shall convey the property to the former owner(s) against whom City of Newburgh foreclosed within 24 months subsequent to the Closing Deadline date. If such conveyance occurs, purchaser understands that he/she may be found to have committed fraud, and/or intent to defraud, and will be liable for any deficiency between the purchase price at auction and such sums as may be owed to City of Newburgh as related to the foreclosure on the property and consents to immediate judgment by City of Newburgh for said amounts.
18. In the event that Seller engaged the services of a New York State Licensed Real Estate Broker in connection with this sale, Seller shall pay said Broker any commission earned pursuant to a separate agreement between Seller and Broker.
19. The property is sold subject to an owner-occupancy restriction. The purchaser has agreed to purchase the property subject to the five (5) year owner occupancy restriction shall, within 18 months of the delivery of the deed, establish his domicile and principal residence at said premises and maintain his domicile and principal residence at said premises for a period of at least five (5) years thereafter, provided that within said five (5) year period, the purchaser may convey said premises to another who shall also maintain their domicile and principal residence at said premises for said period. This shall be set forth as a restrictive covenant in the deed, subject upon its breach, to a right of re-entry in favor of the City of Newburgh. This shall be in addition to all other provisions, covenants and conditions set forth in the Terms of Sale.
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.
21. 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 **\$5,000.00** 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: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
(Purchaser Name)

\_\_\_\_\_  
(Purchaser Name)

Date: \_\_\_\_\_

\_\_\_\_\_  
(Purchaser Name)

RESOLUTION NO.: 218 - 2019

OF

SEPTEMBER 9, 2019

A RESOLUTION TO AUTHORIZE THE CONVEYANCE OF REAL PROPERTY  
KNOWN AS 16 MAPLE STREET (SECTION 25, BLOCK 3, LOT 35)  
AT PRIVATE SALE TO KAREN CESTONI 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 16 Maple Street, being more accurately described as Section 25, Block 3, Lot 35 on the official tax map of the City of Newburgh; and

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

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

**NOW, THEREFORE, BE IT RESOLVED**, by the Council of the City of Newburgh, New York, that the sale of the following property to the indicated purchaser be and hereby is confirmed and the City Manager 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 December 13, 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> |
|-------------------------|----------------------------|------------------|-----------------------|
| 16 Maple Street         | 25 - 3 - 35                | Karen Cestoni    | \$10,000.00           |

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

# Terms and Conditions Sale

## 16 Maple Street, City of Newburgh (SBL: 25-3-35)

### 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 money order or guaranteed funds to the City of Newburgh Comptroller's Office by the date listed in the approved City Council Resolution, notwithstanding any extensions of time granted pursuant to terms contained herein ("Closing Deadline"). Such closing costs/fees may include, but are not limited to: recording fees, tax adjustments as of the day of closing, fuel oil adjustments, and applicable condominium charges (e.g. monthly maintenance charges, assessment charges, transfer buy-in fees, and/or closing package ordering fees). *The City of Newburgh does not accept credit card payments for the purchase price and closing costs/fees. The City is not required to send notice of acceptance or any other notice to a purchaser.* At closing, purchaser, as grantee, may take title as a natural person or as an entity wherein purchaser is an officer or managing member of said entity. If purchaser takes title as an entity, purchaser must provide an affidavit listing all of the members or shareholders of said entity, their addresses, their phone numbers, and their percentage ownership stake in the entity. Purchaser must have at least a fifty-one (51%) ownership stake in said entity in order for said entity to take title.
11. The City Manager may, in his sole discretion and for good cause shown, grant one extension of time to close title of up to, but not to exceed, sixty (60) additional days from the Closing Deadline. No request shall be entertained unless in writing, stating the reasons therefor, and unless accompanied by a fee of \$250.00 per parcel for which a request is submitted. The fee shall be in addition to all other fees and deposits and shall not be credited against the purchase price and shall not be returnable. Any additional request made thereafter shall be made in writing and placed before the City Council for its consideration.
12. In the event that a sale is cancelled by court order, judgment, the Comptroller or the Newburgh City Council, the purchaser shall be entitled only to a refund of the purchase money paid. Purchaser agrees that he shall not be entitled to special or consequential damages, attorney's fees, reimbursement for any expenses incurred as a result of ownership, improvements of property, or for taxes paid during period of ownership, and this agreement by the purchaser is a material condition of the sale.
13. Sale shall be final, absolute and without recourse once title is conveyed on the actual day of closing. In no event, shall City of Newburgh be or become liable for any defects in title for any cause whatsoever, and no claim, demand or suit of any nature shall exist in favor of the purchaser, his heirs, successors or assigns, against City of Newburgh arising from this sale.
14. Conveyance shall be by quitclaim deed only, containing a description of the property as it appeared on the tax roll for the year upon which the City acquired title or as corrected up to date of deed. The deed will be recorded by the City upon payment in full of the purchase price, tax reimbursements, buyer's premium (if applicable), and closing fees/costs. Possession of property is forbidden until the deed is recorded conveying title to the purchaser. **Title vests upon conveyance of deed.**
15. Upon closing, the City shall deliver a quitclaim deed conveying all of its right, title and interest in the subject property, which deed shall be drawn by the City Corporation Counsel. The City shall not convey its interest in any street, water, sewer or drainage easement, or any other interest the City may have in the property. The City shall only convey that interest obtained by the City pursuant to the judgment rendered in an *in rem* tax foreclosure action filed in the Orange County Clerk's Office.

16. The description of the property shall be from the City of Newburgh Tax Map reference or a survey description certified to the City of Newburgh. Any survey description shall be provided to the City Corporation Counsel by the purchaser at least thirty (30) days in advance of closing title and approved by the City's Engineer.
17. By acknowledging and executing these Terms & Conditions, the purchaser certifies that he/she is not representing the former owner(s) of the property against whom City of Newburgh foreclosed and has no intent to defraud City of Newburgh of the unpaid taxes, assessment, penalties and charges which have been levied against the property. The purchaser agrees that neither he/she nor his/her assigns shall convey the property to the former owner(s) against whom City of Newburgh foreclosed within 24 months subsequent to the Closing Deadline date. If such conveyance occurs, purchaser understands that he/she may be found to have committed fraud, and/or intent to defraud, and will be liable for any deficiency between the purchase price at auction and such sums as may be owed to City of Newburgh as related to the foreclosure on the property and consents to immediate judgment by City of Newburgh for said amounts.
18. In the event that Seller engaged the services of a New York State Licensed Real Estate Broker in connection with this sale, Seller shall pay said Broker any commission earned pursuant to a separate agreement between Seller and Broker.
19. The property is sold subject to an owner-occupancy restriction. The purchaser has agreed to purchase the property subject to the five (5) year owner occupancy restriction shall, within 18 months of the delivery of the deed, establish his domicile and principal residence at said premises and maintain his domicile and principal residence at said premises for a period of at least five (5) years thereafter, provided that within said five (5) year period, the purchaser may convey said premises to another who shall also maintain their domicile and principal residence at said premises for said period. This shall be set forth as a restrictive covenant in the deed, subject upon its breach, to a right of re-entry in favor of the City of Newburgh. This shall be in addition to all other provisions, covenants and conditions set forth in the Terms of Sale.

ACKNOWLEDGED AND AGREED

Date: \_\_\_\_\_

\_\_\_\_\_  
(Purchaser Name)

RESOLUTION NO. 219 - 2019

OF

SEPTEMBER 9, 2019

**A RESOLUTION AUTHORIZING A TWELVE MONTH EXTENSION OF TIME  
TO REHABILITATE THE PREMISES KNOWN AS 92 OVERLOOK PLACE  
(SECTION 45, BLOCK 8, LOT 24) IN THE CITY OF NEWBURGH**

**WHEREAS**, the City of Newburgh did convey the premises located at 92 Overlook Place, more accurately described as Section 45, Block 8, Lot 24 on the Official Tax Map of the City of Newburgh, by deed dated February 1, 2017; and

**WHEREAS**, said deed included a provision requiring rehabilitation of the conveyed premises to be completed on or about August 1, 2018; and

**WHEREAS**, Kurt Schreiber, the owner of property located at 92 Overlook Place in the City of Newburgh, has been unable to comply with the deadline, but has attempted a good faith effort and intent to complete the rehabilitation; and

**WHEREAS**, this Council has determined that it would be in the best interests of the City of Newburgh and its future development to grant said extension;

**NOW, THEREFORE, BE IT RESOLVED**, by the Council of the City of Newburgh, New York that Kurt Schreiber be granted a twelve (12) month extension to rehabilitate the premises known as 92 Overlook Place in the City of Newburgh; and

**BE IT FURTHER RESOLVED**; that such rehabilitation must be completed on or before September 9, 2020, that being twelve (12) months from the date of this Resolution.

RESOLUTION NO.: 220-2019

OF

SEPTEMBER 9, 2019

**A RESOLUTION AUTHORIZING THE EXECUTION  
OF A RELEASE OF RESTRICTIVE COVENANTS AND RIGHT OF RE-ENTRY  
FROM A DEED ISSUED TO M & N NEWBURGH DEVELOPMENT, LLC TO THE  
PREMISES KNOWN AS 66 JOHNSTON STREET (SECTION 23, BLOCK 7, LOT 21)**

**WHEREAS**, on September 23, 2016, the City of Newburgh conveyed property located at 66 Johnston Street, being more accurately described on the official Tax Map of the City of Newburgh as Section 23, Block 7, Lot 21, to M & N Newburgh Development, LLC; 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 66 Johnston Street, Section 23, Block 7, Lot 21 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 September 23, 2016, from THE CITY OF NEWBURGH to M & N NEWBURGH DEVELOPMENT, LLC, recorded in the Orange County Clerk's Office on September 29, 2016, in Liber 14116 of Deeds at Page 979 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.: \_\_\_\_\_-2019

OF

SEPTEMBER 9, 2019

**A RESOLUTION AUTHORIZING THE EXECUTION  
OF A RELEASE OF RESTRICTIVE COVENANTS AND RIGHT OF RE-ENTRY  
FROM A DEED ISSUED TO M & N NEWBURGH DEVELOPMENT, LLC TO THE  
PREMISES KNOWN AS 66 JOHNSTON STREET (SECTION 23, BLOCK 7, LOT 21)**

**WHEREAS**, on September 23, 2016, the City of Newburgh conveyed property located at 66 Johnston Street, being more accurately described on the official Tax Map of the City of Newburgh as Section 23, Block 7, Lot 21, to M & N Newburgh Development, LLC; 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 66 Johnston Street, Section 23, Block 7, Lot 21 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 September 23, 2016, from THE CITY OF NEWBURGH to M & N NEWBURGH DEVELOPMENT, LLC, recorded in the Orange County Clerk's Office on September 29, 2016, in Liber 14116 of Deeds at Page 979 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.: 221-2019

OF

SEPTEMBER 9, 2019

**A RESOLUTION AUTHORIZING THE EXECUTION  
OF A RELEASE OF RESTRICTIVE COVENANTS AND RIGHT OF RE-ENTRY  
FROM A DEED ISSUED TO BISESSAR A. MOONESAR TO THE PREMISES  
KNOWN AS 44 JOHNES STREET, UNIT 206-J (SECTION 58, BLOCK 1, LOT 1.-16)**

**WHEREAS**, on August 25, 2017, the City of Newburgh conveyed property located at 44 Johnes Street, Unit 206-J, being more accurately described on the official Tax Map of the City of Newburgh as Section 58, Block 1, Lot 1.-16, to Bisessar A. Moonesar; and

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

**WHEREAS**, it has been determined that such release be granted; and

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

**NOW, THEREFORE, BE IT RESOLVED**, by the Council of the City of Newburgh, New York that the 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 44 Johnes Street, Unit 206-J, (Section 58, Block 1, Lot 1.-16) on the Official Tax Map of the City of Newburgh, from those restrictive covenants numbered 1, 2, 3, 4 and 5 in a deed dated August 25, 2017 from THE CITY OF NEWBURGH to Bisessar A. Moonesar, recorded in the Orange County Clerk's Office on August 31, 2017, in Liber 14283 of Deeds at Page 1390 and does further release said premises from the right of re-entry reserved in favor of the City of Newburgh as set forth in said deed.

THE CITY OF NEWBURGH

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

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

RECORD &amp; RETURN TO:

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

OF

SEPTEMBER 9, 2019

**A RESOLUTION AUTHORIZING THE EXECUTION  
OF A RELEASE OF RESTRICTIVE COVENANTS AND RIGHT OF RE-ENTRY  
FROM A DEED ISSUED TO BISESSAR A. MOONESAR TO THE PREMISES  
KNOWN AS 44 JOHNES STREET, UNIT 206-J (SECTION 58, BLOCK 1, LOT 1.-16)**

**WHEREAS**, on August 25, 2017, the City of Newburgh conveyed property located at 44 Johnes Street, Unit 206-J, being more accurately described on the official Tax Map of the City of Newburgh as Section 58, Block 1, Lot 1.-16, to Bisessar A. Moonesar; and

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

**WHEREAS**, it has been determined that such release be granted; and

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

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

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

**KNOWN ALL PERSONS BY THESE PRESENTS**, that the City of Newburgh, a municipal corporation organized and existing under the Laws of the State of New York, and having its principal office at City Hall, 83 Broadway, Newburgh, New York 12550, in consideration of TEN (\$10.00) DOLLARS lawful money of the United States and other good and valuable consideration, receipt of which is hereby acknowledged, does hereby release and forever quitclaim the premises described as 44 Johnes Street, Unit 206-J, (Section 58, Block 1, Lot 1.-16) on the Official Tax Map of the City of Newburgh, from those restrictive covenants numbered 1, 2, 3, 4 and 5 in a deed dated August 25, 2017 from THE CITY OF NEWBURGH to Bisessar A. Moonesar, recorded in the Orange County Clerk's Office on August 31, 2017, in Liber 14283 of Deeds at Page 1390 and does further release said premises from the right of re-entry reserved in favor of the City of Newburgh as set forth in said deed.

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

THE CITY OF NEWBURGH

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

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.

\_\_\_\_\_

**RECORD & RETURN TO:**


RESOLUTION NO.: 222 - 2019

OF

SEPTEMBER 9, 2019

**A RESOLUTION SCHEDULING A SECOND PUBLIC HEARING  
FOR SEPTEMBER 23, 2019 TO HEAR PUBLIC COMMENT REGARDING  
THE HOUSING AND COMMUNITY DEVELOPMENT NEEDS OF  
THE CITY OF NEWBURGH AND TO HEAR PUBLIC COMMENT ON  
THE CITY OF NEWBURGH'S PROPOSED ACTIONS CONCERNING  
THE COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM  
FOR THE 2020-2024 FIVE YEAR CONSOLIDATED PLAN  
AND FISCAL YEAR 2020 ANNUAL ACTION PLAN**

**NOW, THEREFORE, BE IT RESOLVED**, by the Council of the City of Newburgh, New York, that there is hereby scheduled a second public hearing to receive comments regarding the housing and community development needs of the City of Newburgh and to hear public comment on the City of Newburgh's proposed actions concerning the Community Development Block Grant Program for the 2020-2024 Five Year Consolidated Plan and the FY 2020 Annual Action Plan; and that such public hearing be and hereby is duly set for the next regular meeting of the Council to be held at 7:00 p.m. on the 23rd day of September, 2019, in the third floor Council Chambers located at 83 Broadway, City Hall, Newburgh, New York.

The seal of the City of Newburyport is a circular emblem. The outer ring is yellow with the text "SEAL OF THE CITY OF NEWBURYPORT" in black. Inside this is a blue ring with "INCORPORATED 1845". The center features a detailed illustration of a cityscape with a large building, a bridge, and a ship, with the text "WASHINGTON'S HEADQUARTERS" above it.

# **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





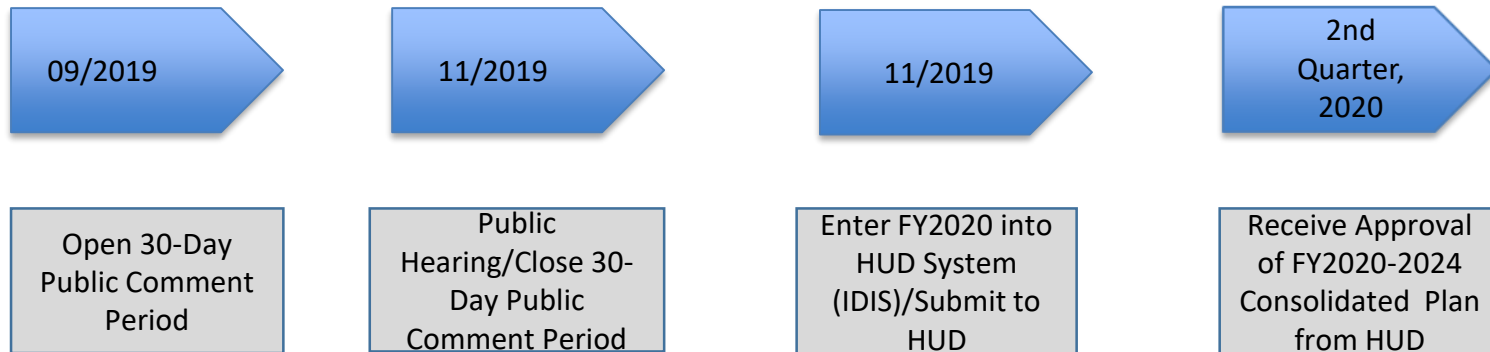
# City of Newburgh FY2020-2024 Consolidated Plan Goals:

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.



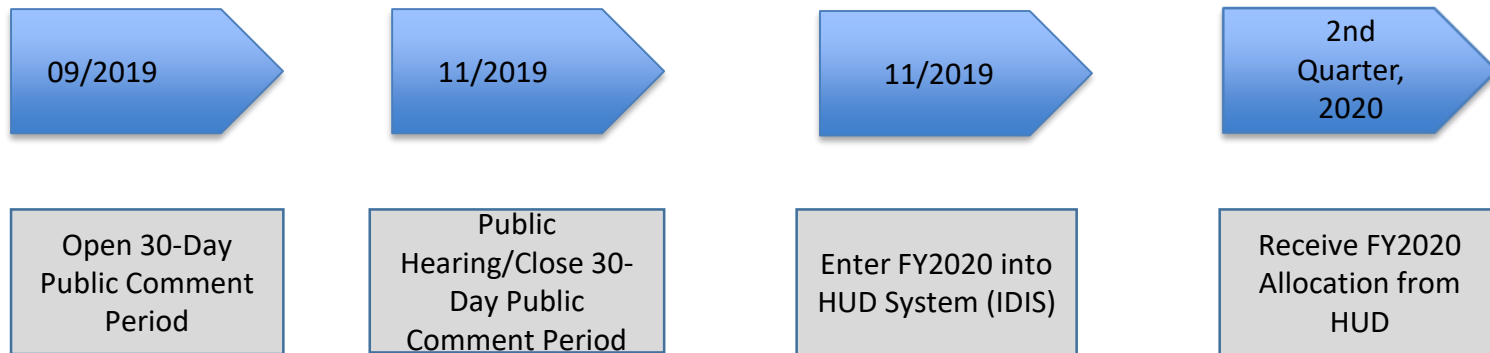
Project: Administration  
Project Funding: \$130,000.00

## 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.: 223 - 2019

OF

SEPTEMBER 9, 2019

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO APPLY FOR  
AND ACCEPT IF AWARDED A CITIES FOR RESPONSIBLE INVESTMENT AND  
STRATEGIC ENFORCEMENT PHASE III GRANT FROM  
ENTERPRISE COMMUNITY PARTNERS, INC.  
TO IMPROVE CODE ENFORCEMENT POLICY AND PRACTICES  
IN THE CITY OF NEWBURGH**

**WHEREAS**, by Resolution No. 121-2017 of May 8, 2017, the City of Newburgh was awarded a Cities for Responsible Investment and Strategic Enforcement (“Cities RISE”) Phase I grant for a comprehensive asset management data platform and technical expertise to facilitate implementation from the Office of the New York State Attorney General through Local Initiatives Support Corporation; and

**WHEREAS**, by Resolution No. 228-2018 of August 13, 2018, the City of Newburgh was awarded a Cities RISE Phase II grant from Enterprise Community Partners, Inc. for technical assistance to facilitate capacity building in code enforcement strategies through the Office of the New York State Attorney General; and

**WHEREAS**, the City is eligible to apply for a Cities RISE Phase III grant from Enterprise Community Partners, Inc. in an amount not to exceed \$1,000,000.00 to provide new resources and training to leverage data into improved code enforcement practices and policy changes, through innovative strategies; and

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

**NOW, THEREFORE, BE IT RESOLVED**, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to apply for and accept if awarded a Cities for Responsible Investment and Strategic Enforcement (“Cities RISE”) Phase III grant from Enterprise Community Partners, Inc. in an amount not to exceed \$1,000,000.00 to provide new resources and training to leverage data into improved code enforcement practices and policy changes, through innovative strategies through the Office of the New York State Attorney General; and that the City Manager is authorized to execute all such documentation and take such further actions as may be appropriate and necessary to accept such grant and administer the programs funded thereby.

## Enterprise Community Partners

### Cities RISE Innovation Grant Application

City of Newburgh / Erin Cousins  
83 Broadway  
Newburgh, NY 12550, United States  
845-569-7383  
Ecousins@cityofnewburgh-ny.gov

Submitted: August 16, 2019

#### Forms

### 2019 Cities RISE: 1. General Information

(\* = required)

#### 1. City Name\*

City of Newburgh

#### 2. Point of Contact Name and Position\*

Erin Cousins, Neighborhood Stabilization Coordinator

#### 3. Contact Email\*

ecousins@cityofnewburgh-ny.gov

#### 4. Contact Phone\*

(845) 569-7383

### 2019 Cities RISE: 2. City Challenge

(\* = required)

*Please make sure your responses do not exceed 250 words per question*

**1. What is the problem(s) or challenge(s) you are trying to overcome with this proposal?\***

Please do not exceed 250 words

The City of Newburgh has a housing crisis which can only be solved with targeted and proactive code enforcement. According to the 2017 American Community Survey 32% of housing units are owner occupied in the City of Newburgh. Approximately 10% of the building stock is vacant and in need of rehabilitation. The occupied building stock is in dangerously poor condition and the most vulnerable residents are not engaged with Codes Enforcement because they fear displacement. The City's only mechanism for the most egregious code violations is condemnation, which has the unintended consequence of increasing displacement. Buildings are frequently condemned for code deficiencies, rendering all occupants homeless until improvements are made. The City has worked hard to have progressive city ordinances, such as the Vacant Property Registry, and Rental Property Registry, however forcing compliance with these laws takes targeted and sustained efforts for which there is no capacity. Due to City-wide budget constraints the department is stretched thin with only 4 full-time code officers handling over 200 cases per month. Current software is not adequate to manage the data and work flow of Codes Department. As result open permits and open violations often linger without resolution with no mechanism to track progress. The department is also constrained without standardization of procedures and operations. 164 properties have current rental licenses but the total number of rental units is unknown.

**2.**

**What have you heard from residents and community members that supports the need to address this problem?**

\*

Please do not exceed 250 words

The City of Newburgh is engaged with the community in a variety of ways: in partnership with New York Civic Engagement Table, directly with the public at ongoing public Distressed Property Task Force meetings, and finally on a daily basis with the Occupied and Vacant Specialist who interacts and assists residents and property owners. Many live with inadequate heat, hot water and electricity in apartments infested with rodents, cockroaches, and bed bugs. Residents are reluctant to make complaints because they fear displacement if the building is condemned or evicted illegally by landlords as retaliation for complaining. The growing Spanish speaking immigrant population is reluctant to complain about living conditions for fear of eviction but also for fear of deportation or detention due to immigration status which is threatened by their land lords. Residents want more public access to information about the health and safety of the building before they make a housing choice. Many have complained about moving into an apartment that had an open condemnation that they were not aware of, which eventually lead to their displacement. Many tenants do not have leases and do not know their rights as tenants, nor do



they know where to go with housing related complaints and issues. Many people who have been evicted or displaced due to condemnation have had to travel to the County homeless shelter in Middletown, 30 miles away from the City of Newburgh.

### 3. What data supports the need to address this problem?\*

Please do not exceed 250 words

According to the Housing Profile published by Pattern for Progress in 2018, the combination of rising rents and low median income for renters has contributed to a severe affordability problem in the City. Although 39% of rental units have rents below \$1,000, the median rent in the city has risen rapidly since 2000, 65% of renter households are cost burdened (paying more than 30% of their income), and 41% who are severely cost burdened paying more than 50% of their income. There are currently a total of 5,060 residential structures in the City, and 587 of those buildings are vacant. Approximately 335 of those vacant buildings sit boarded up with no renovation work taking place. Roughly 163 vacant properties are in the process of being renovated, and the remaining 89 buildings are currently categorized as vacant but are most likely occupied.

At this time there are only 124 buildings have current rental licenses, 166 vacant buildings are compliant with the vacant registry out of approximately 2,286 two family and multi-unit buildings, and 2,774 single family buildings.

From July 1, 2018- July 1, 2019 there have been 42 condemnations. Overall compliance with building codes is extremely hard to quantify, as years of lax code enforcement has resulted in hundreds of illegally converted units. Also, we do not have a mechanism to capture accurate data when the interior of a building is accessed. These units, operating outside of their Certificate of Occupancy, make up a majority of the condemnations.

We have been able to put some of the pieces of the puzzle together but the current gaps and inaccuracies of the data prevent us from having a reliable housing unit count.

## 2019 Cities RISE: 3. Tweaks and Innovation

(\* = required)

*Please make sure your responses do not exceed 250 words per question*

### 1. Describe the innovation strategy to overcome the problem(s) or challenge(s).\*

Please do not exceed 250 words

Our long term strategy is a technology driven solution to build capacity to gather, synthesize and track municipal data. We plan to increase collaboration across Core City Departments, develop and implement clear Standard Operating Procedures in the Codes Department, upgrade to a municipal asset management software that can be used by Core City Departments, find innovative and safe ways to house persons displaced after a building is condemned, and make a more substantial connection to the Spanish speaking population with the addition of a Spanish speaking Rental Registry Expert. We are planning to launch a forward facing building blocks and install a

kiosk in a public building for easy access to the site. In order to make policy recommendations to address gaps in the emergency housing system we would like to follow individuals displaced after a condemnation as they navigate the emergency housing system. We have a plan to partner with a local landlord to maintain a 2 bedroom apartment to house a family or individuals for a week at a time after a condemnation. We have partnered with RECAP and Newburgh Ministry to develop up to 50 units of supportive housing and will help with site selection and make any necessary changes to the zoning to facilitate. We would like to develop an “access” form to gather basic information about the characteristics of building unit interiors. In the short term we will pilot a “code sweeps” program targeting a specific neighborhood or block we think a comprehensive sweep with multiple city department will make an impact on. We will continue to work to support the creation of a tenant advocacy organization that we can partner with.

## 2.

**After successful implementation of your strategy, explain how and why your operations will be more effective, efficient, and equitable.**

\*

- Effective operations:
- Efficient operations:
- Equitable operations:

Please do not exceed 250 words

New municipal software will help triage code complaints and streamline work, as well as provide mechanisms to measure and track work progress important to both improve efficacy and equity. Increasing collaboration and sharing information across departments will help us be more effective addressing nuisance properties as well as contributing to more efficient data collection. Two additional rental registry experts (one Spanish speaking) would give the department needed capacity to be more effective and equitable. Standard Operation Procedures for the Codes Department will help identify inefficiencies in the work flow of the department as well as increase transparency and equity. A forward facing Building Blocks and a robust tenants association will help provide more protections for tenants in the City and address the unequal balance of power between tenants and landlords. Having a community partner such as a tenants association will help us become a more proactive and equitable, and less a complaint-driven department. Supporting Community Based Organizations with their plans to develop up to 50 units of supportive housing will fill a housing need for the most vulnerable residents often disproportionately effected by displacement after condemnations. Our work will be more effective and equitable with by helping to create a legal pathway to develop micro-units and decrease reliance on illegal SROs. The creation of up to 50 additional supportive housing units is a solution that will bring more equity and efficacy to our work by better supporting the needs of the most vulnerable residents.

## 3. Please fill in the tweaks and innovations table\*

Please upload your tweaks and innovations table here. To download the form, please use the following link: <https://bit.ly/2KGpZtV>

2019.05.30\_Grant\_Idea\_Form\_Round2.docx

4.

**How will you run pilots, collect evidence, or conduct evaluations to learn if your tweak/innovation work?**

\*

Please do not exceed 250 words

Progressive City ordinances will be more effective with the addition of better data management, uniform work rules and SOPs, and additional Codes Officers. A comprehensive data management platform will allow the City to track the changes in code complaints, and the time it takes to resolve code violations. It will also allow us to measure the increase in compliance. We would like to be able to measure and track the proportion of work that is proactive versus complaint driven, and strive to dedicate more resources and time to proactive code enforcement over time.

With additional Codes Officers and we can cover more ground on a regular basis and have a better working inventory of the non-compliant and nuisance properties in the City. We need to have a Codes Department with the capacity to do a city wide sweep and inventory of the current conditions of the city in order to ensure code resources and activities are applied evenly and equitably.

Our street sweep pilot will help determine the code issues in each neighborhood and set benchmarks that we can measure progress.

Continued feedback from a tenants association is also a valuable mechanism to gauge our progress connecting and communicating with the residents of the City.

Our pilot for an emergency housing unit will help us gather information on the emergency housing needs for those displaced after a condemnation.

The "access" form will be a valuable tool for establishing a housing unit count and a better measurement of how many properties are currently operation outside of the Certificate of Occupancy.

5.

**What are the internal and external risks to executing your strategy, and how will you mitigate these risks?**

\*

Please do not exceed 250 words

The innovation strategies rely heavily on a good working relationship between the Building and Codes Department, the Planning and Development Department, the Corporation Counsel, the Assessor's Office, the Police Department and the Department of Public Works. To maintain this working relationship we need the continued support of the City Manager and the Mayor. Increased

collaboration should result in better information sharing for all involved and increase the capacity and efficacy of the work done by every department.

The current culture on “non-compliance” will be hard to change, however it is a key component to the future success of the City of Newburgh, and with proper communication and collaboration with external stakeholders we will be able to work together to protect tenants and improve the quality of life for all.

## 2019 Cities RISE: 4. Beneficiaries and Stakeholders

(\* = required)

*Please make sure your responses do not exceed 250 words per question*

1.

**Which residents and priority populations benefit if you are successful? And how will you measure that success? Please be specific about geography, race or other identifiers when identifying priority populations.**

\*

Please do not exceed 250 words

Our Innovation strategy is designed to target three specific groups: the very low income African American population, the chronic homeless population, and the low income immigrant population (Haitian, Jamaican, and Latino) who live in the most unsafe conditions such as illegal single room occupancies located predominantly in Ward 1. Our innovation strategy will target Ward 1, as it has the highest concentration of substandard rental housing, the highest levels of disinvestment and blight.

We plan to follow individuals through the emergency housing network following a condemnation that results in displacement. We do not know where people are sent in this situation nor do we know the time it takes to recover permanent housing. With this information we can strive to connect residents in that situation with safe emergency housing immediately within the City of Newburgh and in a reasonable amount of time find permanent housing. We can also make sure that the building conditions that contribute to this cycle of displacement are resolved in a reasonable amount of time and prevent new tenants from moving into units that have not been adequately repaired.

2.

**How will your internal operational capacity improve if you are successful? How will you measure that success?**

\*

Please do not exceed 250 words

With improvements made to internal capacity we will be able to move beyond focusing on the most urgent code problems in the City and move to operations that target neighborhoods with

higher proportions of nuisance properties with more frequent inspections. We will also be able to focus resources to stabilize vulnerable areas and keep them from slipping into more dangerous conditions.

With increase collaboration across core departments we will be able to gain more access to the interior of building and further our work collecting good data about the number of housing units in the city and better information about what the actual current uses are.

With more capacity we would be able to do have code officers regularly pass through the whole city. More comprehensive data collection by officers in the field and on inspections will help us achieve a better handle on the number of housing units in the city and other important data not being captured now.

Community outreach activity with sustained engagement with engagement with a tenants association to make more information about the pedigree of the building stock public will help foster public trust in the City and will help us collaborate better with the public on enforcement issues and help tenants in the city make more informed housing choices. We hope that making basic information about the pedigree of the building stock will prompt many owners to address outstanding violations and increase compliance with the rental registry.

## 2019 Cities RISE: 5. Funding and Sustainability

(\* = required)

*Please make sure your responses do not exceed 250 words per question*

1.

**What specific activities will be funded with the grant resources? Please refer to the table in 3.3, as necessary.**

\*

Please do not exceed 250 words

- Consulting Fees for SOPs
- Hire two Rental Registry Experts
- Pilot program for emergency housing unit in City
- Public Building Blocks and Kiosk
- Targeted neighborhood action plan to address code issues i.e. code sweeps
- Consulting fees to develop fillable forms that can be used with all departments and will work with new municipal asset management software
- Upgrade to better Municipal Asset Management software
- Tablets for 8 Code Officers
- Design Fees for Micro Units

**2. What are the internal and external resources required to execute your strategy?\***

Please do not exceed 250 words

The internal resources needed to execute our innovation strategy are continued support from the Building and Codes Department, Planning and Development, Police Department, Corporation Counsel, Assessors Office, and Department of Public Works. We need collaboration from these core city departments to effectively gather data on the in

Externally we need to continue to build communication and trust with residents and work closely with community based organizations working with vulnerable populations in the City. We need to maintain and continue our partnership with RECAP and Newburgh Ministries to develop more supportive housing.

Externally we need to contract with a consultant to develop a new set of SOPs for the Codes Department, and "access" forms.

### **3. How will these activities and resources be sustained beyond the grant funding?\***

Please do not exceed 250 words

We are confident that more proactive code enforcement will increase our ability to collect fees that will be able to cover the costs of our innovation strategy well past the grant funded period. In the past additional staff salary was easily covered by the increase in fees collected.

Software and forms are start-up costs mostly and ongoing maintenance costs are similar to existing costs. In the future we also hope to also share some of the costs of this work with other municipal departments.

4.

### **How will you sustain community partnerships and incorporate stakeholder input throughout implementation and beyond?**

\*

Please do not exceed 250 words

We are working to change a deeply ingrained culture from one of non-compliance and neglect to one of voluntary compliance and cooperation from the public. Regular engagement with residents and property owners and creating linkages to community based organizations will be necessary to make this shift. Improvements to Code Enforcement capacity are essential to changing this culture to and will allows the department to apply resources equitably throughout the City.

We believe that Code Enforcement is a foundational part of the community moving forward and as the culture begins to shift we will have more willing allies and partners to insure everyone's success moving forward.

### **5. Upload your estimated budget and work plan.\***

Please upload your estimated budget and work plan for the innovation grant here. To download the form, please use the following link: <https://bit.ly/2YDMKDC>

[Newburgh budget worksheet.xlsx](#)

**6. Use this section to upload supporting/supplemental documents.**

Please upload any supporting documents all as a single file.

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Printed August 22, 2019 08:59 CST/CDT



## City of XXXXX

**Directions:** Please provide a rough breakdown of your innovation strategy and associated components. The innovation components here should be aligned with your response to question 3.3. Please list the team or person who will be responsible for each, along with a time frame for it's undertaking. Information that you provide can (and will likely be subject to) change, so this does not constitute final or contractual dates. This work plan is intended to provide the reviewers with an idea of your proposed implementation plan, innovation component prioritization and how you will ensure that money will obligated by June 2020.

[illegible]



## Cities RISE Innovation Budget

City of Newburgh

**Reminder that all funds should be obligated by June 2020**

**Directions:** The form and detail should adequately explain how you plan to spend money in each component of your innovation strategy. As with the work plan, this budget will change based upon your actual award, so this does not constitute final amounts or figures. This will primarily be used as a means help evaluate your proposal, and will aid in understanding how you would allocate monetary resources. This is intended to be a rough estimate of your expenditures and will be adjusted based upon the final award amount. There is no minimum or maximum threshold for the detail required for this budget.

| Fill in details below                |                                                                                                 |
|--------------------------------------|-------------------------------------------------------------------------------------------------|
| Strategy Component 1                 | Expenditures                                                                                    |
| Two Rental Registry Code Officers    | \$ 320,576 pay and benefits for 2 years (including family health insurance -\$14,000 if Single) |
| Consulting Fees for SOPs             | 200,000                                                                                         |
| Tablets for # Code Officers          | \$ 5,600 \$700 per unit for 8 users                                                             |
| Municipality Software for Codes      | \$ 200,000 first 2 years                                                                        |
| Strategy Component 2                 |                                                                                                 |
| 2 BR apartment for 1 year            | \$ 14,400                                                                                       |
| Design Fees for Micro Units          | \$ 100,000                                                                                      |
| Public Building Blocks Kiosk         | \$ 8,000                                                                                        |
| Code Sweeps                          | \$ 70,000                                                                                       |
| Consulting to develop fillable forms | \$ 50,000                                                                                       |
| <b>Total</b>                         | <b>\$ 968,576</b>                                                                               |

RESOLUTION NO.: 224 - 2019

OF

SEPTEMBER 9, 2019

A RESOLUTION AUTHORIZING THE CITY MANAGER  
TO ACCEPT A PROPOSAL AND EXECUTE AN AGREEMENT WITH  
MITCHELL ASSOCIATES ARCHITECTS FOR ARCHITECTURAL SERVICES  
FOR THE CITY OF NEWBURGH FACILITIES MASTER PLAN PHASE I  
AT A COST OF \$98,500.00 AND AMENDING RESOLUTION NO: 364-2018,  
THE 2019 BUDGET FOR THE CITY OF NEWBURGH, NEW YORK  
TO TRANSFER FUNDS FROM HEALTH INSURANCE TO  
EXECUTIVE OFFICE - CONSULTANT SERVICES

WHEREAS, the City of Newburgh has undertaken the development of a Facilities Master Plan to examine its options in determining whether to renovate existing government offices and other facilities, to consolidate offices and facilities, or to build new offices and facilities; and

WHEREAS, the City wishes to accept a proposal and execute an agreement with Mitchell Associates Architects for architectural services for phase I of the Facilities Master Plan; and

WHEREAS, the phase I services will be comprised of an existing conditions and needs assessment; and

WHEREAS, the cost for the phase I services will be \$98,500.00 and funding will be transferred from A.3120.0860-Health Insurance and A.3412.0860-Health Insurance to A.1230.0455.0001-Consultant Services \_ Newburgh Facilities Master Plan; and

WHEREAS, the City Council has reviewed the annexed proposal and has determined that such work would be in the best interests of the City of Newburgh;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to execute an agreement with Mitchell Associates Architects for architectural services for phase I of the City of Newburgh Facilities Master Plan at a cost of \$98,500.00; and

BE IT FURTHER RESOLVED, by the City Council of the City of Newburgh that Resolution No. 364-2018, the 2019 Budget of the City of Newburgh, is hereby amended as follows:

|                                                       | <u>Decrease</u>    | <u>Increase</u>    |
|-------------------------------------------------------|--------------------|--------------------|
| A.3120.0860 Health Insurance                          | \$55,579.00        |                    |
| A.3412.0860 Health Insurance                          | \$42,921.00        |                    |
|                                                       | <u>\$98,500.00</u> |                    |
| <br>A.1230.0455.0001                                  |                    |                    |
| Consultant Services _ Newburgh Facilities Master Plan |                    | <u>\$98,500.00</u> |
| <br>TOTALS:                                           | <br>\$98,500.00    | <br>\$98,500.00    |

**AGREEMENT** made as of the \_\_\_\_\_ day of September, 2019

**BETWEEN** the Owner:

City of Newburgh  
83 Broadway  
Newburgh, NY 12550

and the Architect:

Mitchell Associates Architects, PLLC  
29 Thacher Park Road  
Voorheesville, NY 12186

for the following Project:

Phase One architectural and engineering services for a facilities master plan as described in the attached exhibit "A" titled "Newburgh Project Understanding," and

The Owner and Architect agree as follows.

#### **ARTICLE 1 ARCHITECT'S RESPONSIBILITIES**

§ 1.1 The Architect shall provide the professional services described in exhibit "A," attached hereto.

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

§ 1.3 Peter Signorelli, Ken Gale and Robert Mitchell are each authorized to act on behalf of the Architect with respect to the Project.

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

§ 1.5 The Architect shall maintain the following insurance for the duration of this Agreement. If any of the requirements set forth below exceed the types and limits the Architect normally maintains, the Owner shall reimburse the Architect for any additional cost for any additional coverages:

- .1 General Liability: \$1,000,000 each occurrence, \$2,000,000 general aggregate
- .2 Automobile Liability: \$1,000,000 combined single limit
- .3 Workers' Compensation: \$1,000,000
- .4 Professional Liability: \$1,000,000

29 Thacher Park Road  
Voorheesville, NY 12186  
(518) 765-4571  
[www.Mitchell-Architects.com](http://www.Mitchell-Architects.com)  
[Bob@Mitchell-Architects.com](mailto:Bob@Mitchell-Architects.com)



## ARTICLE 2 OWNER'S RESPONSIBILITIES

§ 2.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written response to the program template provided by M-A which shall set forth the Owner's objectives, schedule, constraints and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems and site requirements. Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of or enforce lien rights.

§ 2.2 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

## ARTICLE 3 COPYRIGHTS AND LICENSES

§ 3.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project. If the Owner and Architect intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions.

§ 3.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 3.3 Upon execution of this Agreement, the Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for the Project, provided that the Owner substantially performs its obligations, including prompt payment of all sums when due, under this Agreement. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service solely and exclusively for use in performing services for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Sections 4.4 and 4.5, the license granted in this Section 3.3 shall terminate.

§ 3.3.1 In the event the Owner uses the Instruments of Service without retaining the author of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses, except for those caused by gross negligence of the author. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 3.3.1, except for those caused by gross negligence of the author. To the extent the Owner provides the Architect with drawings, specifications, or other documents, the Owner shall defend, indemnify and hold harmless the Architect for any expense, loss, damages, or claims, including reasonable attorney's fees arising out of a copyright or related claim against the Architect or its Consultants.

§ 3.4 Except for the licenses granted in this Article 3, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

#### ARTICLE 4 TERMINATION OR SUSPENSION

§ 4.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Architect shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 4.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 4.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 4.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 4.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 4.6 In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due and all Termination Expenses as defined in Section 4.7.

§ 4.7 Termination Expenses are in addition to compensation for the Architect's services and include expenses directly attributable to termination for which the Architect is not otherwise compensated, plus an amount for the Architect's anticipated profit on the value of the services not performed by the Architect. Termination expenses shall be computed as follows:

- .1 For services provided on the basis of stipulated sum, 10 percent of the stipulated sum at Section 5.1.1 of this Agreement irrespective of the services provided by the Architect.

§ 4.8 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 3 and Section 5.3.

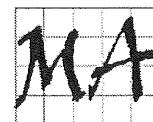
#### ARTICLE 5 COMPENSATION

§ 5.1.1 The Owner shall compensate the Architect for services described in Exhibit "A," attached.

§ 5.1.2 For additional services not described in Exhibit "A" that may arise during the course of the Project the Owner shall compensate the Architect in accordance with the fee schedule in Exhibit "A".

§ 5.1.3 Compensation for City authorized Additional Services of the Architect's consultants when not specifically included in any other section of this Agreement, shall be the amount invoiced to the Architect plus 15%.

§ 5.1.4 The hourly billing rates for services of the Architect and the Architect's consultants, if any, are set forth in Exhibit "A," attached.



## **§ 5.2 COMPENSATION FOR REIMBURSABLE EXPENSES**

**§ 5.2.1** Reimbursable Expenses are in addition to compensation for the Architect's professional services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- .1 City authorized special printing, reproductions, plots, standard form documents, outsourced printing, and photography will be billed at 115% of cost without markup defined in 5.2.1.1;
- .2 Outsourced postage, handling and delivery will be billed at cost without markup defined in 5.2.1.1;
- .3 City authorized renderings, models, mock-ups, professional photography, and presentation materials requested by the Owner in addition to that provided in Exhibit "A" as part of the base services will be billed at 115% of cost, without markup defined in 5.2.1.1;
- .4 Transportation and authorized out-of-town travel and subsistence will be billed at cost. Mileage will be billed at the current federally recognized;
- .5 Fees paid for securing approval of authorities having jurisdiction over the Project; and
- .6 Other similar Project-related expenditures.

## **§ 5.3 PAYMENTS TO THE ARCHITECT**

**§ 5.3.1** Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid sixty (60) days after the invoice date shall bear interest at the rate of eight (8) percent per annum. Invoices shall clearly identify the tasks performed and the applicable percentage completed within the billing period.

**§ 5.3.2** The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

**§ 5.3.3** Records of Reimbursable Expenses, expenses related to additional services, and services performed on the basis of hourly rates shall be submitted with each invoice where reimbursement is claimed.

## **ARTICLE 6 MISCELLANEOUS PROVISIONS**

**§ 6.1** Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or Architect.

**§ 6.2** Unless otherwise expressly required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

**§ 6.3** The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project.

**§ 6.4** If the Architect or Owner receives information specifically designated by the other party as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except to (1) its employees, (2) those who need to know the content of such information in order to perform services or construction solely and exclusively for the Project, or (3) its consultants and contractors whose contracts include similar restrictions on the use of confidential information.

## ARTICLE 7 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

**§7.1** To the fullest extent permitted by law, the Owner shall defend, indemnify and hold harmless the Architect, Architect's Consultants, its agents and employees for all expenses, loss, damages and claims, including reasonable attorney's fees arising out of the negligent acts, errors, or omissions of the Owner, its consultants, contractors, or anyone acting on their behalf. To the fullest extent permitted by law, the Architect shall defend, indemnify and hold harmless the Owner, its officers, employees, volunteers and agents for all expenses, damages and claims, including reasonable attorneys' fees, loss, damages, or claims arising out of the negligent acts, errors, or omissions of the Architect, its agents, employees, consultants or contractors.

**§7.2** To the extent the Owner provides the Architect with drawings, specifications, or other documents, the Owner shall defend, indemnify and hold harmless the Architect for any expense, loss, damages, or claims, including reasonable attorney's fees arising out of a copyright or related claim against the Architect or its Consultant's.

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

**§7.4** Limitation of Liability: The liability of the Architect and the Architect's Consultants for actions, damages, claims, demands, judgments, losses, costs or expenses arising out of or resulting from the Architect's or its Consultants' negligent acts, errors, or omissions, is limited to the Architect's fee collected pursuant to this Agreement, as defined on page 10 of Exhibit "A," attached hereto.

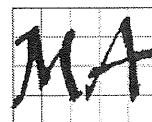
**§ 7.5** Hazardous Materials: The Owner shall be responsible for the detection of any and all toxic or hazardous substances which may be encountered on the site. However, if the Architect reasonably believes that a substance is either toxic or hazardous, the Owner shall be notified immediately. The Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance and, in the event such material or substances are found to be present to verify that it has been rendered harmless. The Owner shall furnish in writing to the Architect the names and qualifications of the persons or entities who are to perform tests verifying the presence or absence of such materials or substances or who are to perform the task(s) of removal or safe containment of such material or substance. To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Architect, the Architect's Consultants, its agents and employees from any expense, loss, damage, and/or claim, including reasonable attorney's fees, arising out of the presence of such toxic or hazardous substance, provided that such damage, loss, or expense, is not due to the sole negligence of the Architect.

**§ 7.6** If the Architect or its consultants determine that physical testing or selective demolition is required to verify existing conditions, the Owner shall bear the costs of such testing. Services of the Architect or its consultants related to such testing is an additional service.

**§7.7** It is expressly understood that the evaluation of existing conditions requires that certain assumptions be made by the Architect and that certain assumptions cannot be verified without expending additional sums of money or otherwise destroying portions of the building. As such, the Owner agrees that the Architect shall not be liable for assumptions made in connection with existing conditions. Furthermore, to the extent that the Architect is provided with any information, including but not limited to, drawings, specifications, or studies, the Architect may reasonably rely on said information in the performance of services. To the extent that the information provided to the Architect is inaccurate, contains errors or omissions, the Architect shall have no liability in connection with the information provided or for any damages resulting therefrom. The Owner further agrees, to the fullest extent permitted by law, that the Owner shall indemnify and hold harmless, the Architect, the Architect's consultants, its agents and employees for any expense, loss, damage, and/or claim, including reasonable attorney's fees arising out of the Architect's reliance of this information.

**§7.8** If a court having jurisdiction over the subject matter of this Agreement shall determine that any one or more of the provisions are illegal, void, or otherwise unenforceable as a matter of law, that such provision(s) shall be severed

29 Thacher Park Road  
Voorheesville, NY 12186  
(518) 765-4571  
[www.Mitchell-Architects.com](http://www.Mitchell-Architects.com)  
[Bob@Mitchell-Architects.com](mailto:Bob@Mitchell-Architects.com)



**Mitchell  
Associates  
Architects**



from this Agreement and the balance of this Agreement shall be given full force and effect to accomplish the intention of the parties.

#### ARTICLE 8 SCOPE OF THE AGREEMENT

§ 8.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Architect.

§ 8.2 This Agreement incorporates the following documents attached hereto:

.1 Exhibit "A"

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

OWNER

ARCHITECT

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Print, Name & Title

Robert Mitchell, President

\_\_\_\_\_  
Print, Name & Title

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Voorheesville, NY 12186  
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[www.Mitchell-Architects.com](http://www.Mitchell-Architects.com)  
[Bob@Mitchell-Architects.com](mailto:Bob@Mitchell-Architects.com)



# Exhibit A

## Newburgh Project Understanding

The City of Newburgh is looking to examine possibilities of whether to renovate existing facilities, to consolidate facilities, or to build new. The facilities that the city is looking to evaluate are the city government offices (excluding city courts), the fire headquarters, the police headquarters, the West End Fire Station, the public works facilities, activity/recreational centers, and functions located at 123 Grand Street. The findings of this study will be Newburgh's **Facilities Master Plan**. Our understanding of this project is outlined below, and our approach to the project can be found in Project Approach, below.

### Goals:

1. Evaluation of Facilities Consolidation that examines the following possibilities:
  - a. One Building- City Government, Fire & Police HQ's will be in a new consolidated facility.
  - b. Two Buildings - City Government in one facility, with Fire and Police headquarters together in a second facility.
  - c. Three Buildings - City Government, Fire and Police headquarters all in separate facilities.
2. Evaluation of West End Fire Station will be brought back online to improve response time to the West End, either as a renovation/addition, or a new building.
3. Analysis of DPW for renovation or reconstruction, with evaluation of alternative sites.
4. Determination of future goals for Activity Center and determine their implications for the physical plant.

### Seven existing facilities to be evaluated:

- City Government (excluding city courts which will remain as-is at 300 Broadway)
- Fire HQ
- Police HQ
- West End Fire Station (currently shut)
- DPW
- Activity Center
- 123 Grand Street

### Steps to be taken:

#### Phase One – Existing Conditions and Needs Assessment

1. Existing conditions
  - a. Gather up and report all information about conditions of the existing facilities (structural, envelope, mold, lead, asbestos, site, ADA compliance, etc.). This would include visually inspecting all interior/exterior areas of City Government (excluding City Courts), Fire HQ, Police HQ, West End Fire

Exhibit "A"  
Between City of Newburgh (City) and Mitchell Associates Architects (M-A)

Station, DPW, Activity Center & 123 Grand Street, photo log of environmental conditions encountered during the visual inspection, written narrative of our findings with associated cost estimate per building relating to mold, lead and asbestos to allow for continued municipal use. This work will be performed by Quality Environmental Solutions & Technologies, Inc. (Quest).

- b. Evaluate cost implications to allow these building to be have continuing municipal use
- 2. Inventory of current spaces for each facility
  - a. Tabular "programmatic" format report
- 3. Determine program requirements for the future for each City function
  - a. Tabular "programmatic" format report by department
  - b. Determine implications for size of building(s)
  - c. Determine preferred locations within the city
  - d. Early sq ft cost budgets

**Phase 2 – Logical Combinations of Services – NOT INCLUDED IN THE CURRENT COST PROPOSAL**

- 4. Determine preferred combinations of services
- 5. Make preliminary assessment as to whether existing sites could accommodate additions of the size needed to meet proposed program(s)
- 6. Develop initial project budget numbers based on the required spaces as defined by the program/needs assessment
  - a. For any existing sites that can accommodate additions, compare renovation/addition to new construction
  - b. For new sites, include acquisition, demolition, etc. costs

**Phase 3 – Prioritize Tasks – NOT INCLUDED IN THE CURRENT COST PROPOSAL**

- 7. Consolidated Facility for City, Fire and Police
  - a. Selection of prospective sites
  - b. Schematic plans & elevations for one building, two buildings and three building solutions
- 8. West End fire station
  - a. Determination of best solution (renovation vs. new)
  - b. Locate new site if needed
  - c. Schematic plans and elevations
- 9. DPW
  - a. Determination of best solution (renovation vs. new)
  - b. Locate new site if needed
  - c. Schematic plans and elevations
- 10. Activity Center
  - a. Determination of best solution (renovation vs. new)
  - b. Locate new site if needed
  - c. Schematic plans and elevations
- 11. 123 Grand Street
  - a. Determine best use
  - b. Address records management/archive issue
- 12. Set Priorities

## Project Approach

### *Mitchell Associates Architects*

*Proposer, Project Lead and Management, Fire Program, Fire Design, Overall Design Integration*

MITCHELL ASSOCIATES ARCHITECTS (MA) is the lead firm for the proposed team. We are focused exclusively on public safety design and committed to assisting communities to develop cost-effective, durable, state-of-the-art facilities. Robert Mitchell has provided architectural services to the emergency response community for more than twenty-five years and has been directly involved in over 150 projects addressing 270+ public safety facilities. He is a speaker at emergency service conferences and authored the chapter on renovation/addition for the International Association of Fire Chiefs' Station Design Manual. We have expertise and a notable history in completing feasibility studies that include review of existing building and site conditions, evaluation of renovations/additions versus demolition and reconstruction, cost analysis, consolidation of services, shared facilities, and site reviews and recommendations.

### *Williams Architects*

*City Government Offices & DPW, Programming and Design; Police Design*

Williams Architects is a recognized leader in municipal architecture and has completed projects for more than 150 municipalities, park agencies, and local government. For over 44 years, Williams Architects has demonstrated an in-depth understanding of the requirements for municipal facilities by developing innovative design solutions that incorporate the components necessary while introducing the most cutting-edge technology to the final design. Combined with wide-ranging expertise in City Hall and Public Safety facility architecture, this results in superb, custom-designed facilities that reflect the needs of their clients and their communities. Tedd Stromswold is a Williams' architect with family ties to Newburgh, and who lives and works in Danbury, CT; he is experienced in designing government office facilities and justice centers and has worked with Mitchell Associates conducting program/needs evaluations for municipal facilities for the City of Beacon and the Town of Poughkeepsie.

### *Kaestle Boos Associates, Inc.*

*Police Programming*

Kaestle Boos Associates, Inc., (KBA) has fifty years of experience in designing award-winning public safety facilities. Over the past decade KBA has completed more than 50 police, fire and public safety projects including the design and construction of more than 15 police headquarters. MAA and KBA have worked together on more than 25 projects, including 12 combined public safety facilities and have presented at a national conference on fire and police in a shared facility.

Exhibit "A"  
Between City of Newburgh (City) and Mitchell Associates Architects (M-A)

***Dierdre Glenn***

***Planning Consultant***

Deirdre will assist the team through her thorough understanding of city processes and needs. A native of Newburgh, Deirdre holds sincere empathy with City staff and Council. Her professional background is in architectural and art history and she holds a Master's Degree in Public Administration from Carnegie Mellon's School of Urban and Public Affairs. Deirdre will work closely with MA to fully understand the interrelations of the City's departments and personnel to provide a comprehensive and successful programming solution for this Study.

***Huston Engineering, LLC***

***Mechanical, Electrical Plumbing, and Fire Protection***

Our mechanical/ electrical/ plumbing/ fire protection engineer is Huston Engineering, LLC (Huston). Huston has done numerous buildings including the SUNY Orange, Middletown Campus Center of Science and Engineering; SUNY Orange Newburgh Branch Campus, Tower Building; and, SUNY Orange, Newburgh Branch Campus, Kaplan Hall. Huston has worked with us on four fire stations.

***Craig Maloney, P.E***

***Structural Engineer***

Craig Maloney is a New York State licensed structural engineer with more than 25 years' experience in structural design. He has provided structural design services for more than 50 fire stations for Mitchell Associates and its predecessor firm.

***NASCO Construction***

***Services, Inc.***

***Cost Estimating***

NASCO is a cost consulting firm with over 38 years of experience in all areas of construction including renovation, rehabilitation and new construction. They generally provide approximately 200 estimates per year. NASCO has worked with us since 2005, completing more than 28 of our projects.

Exhibit "A"  
Between City of Newburgh (City) and Mitchell Associates Architects (M-A)

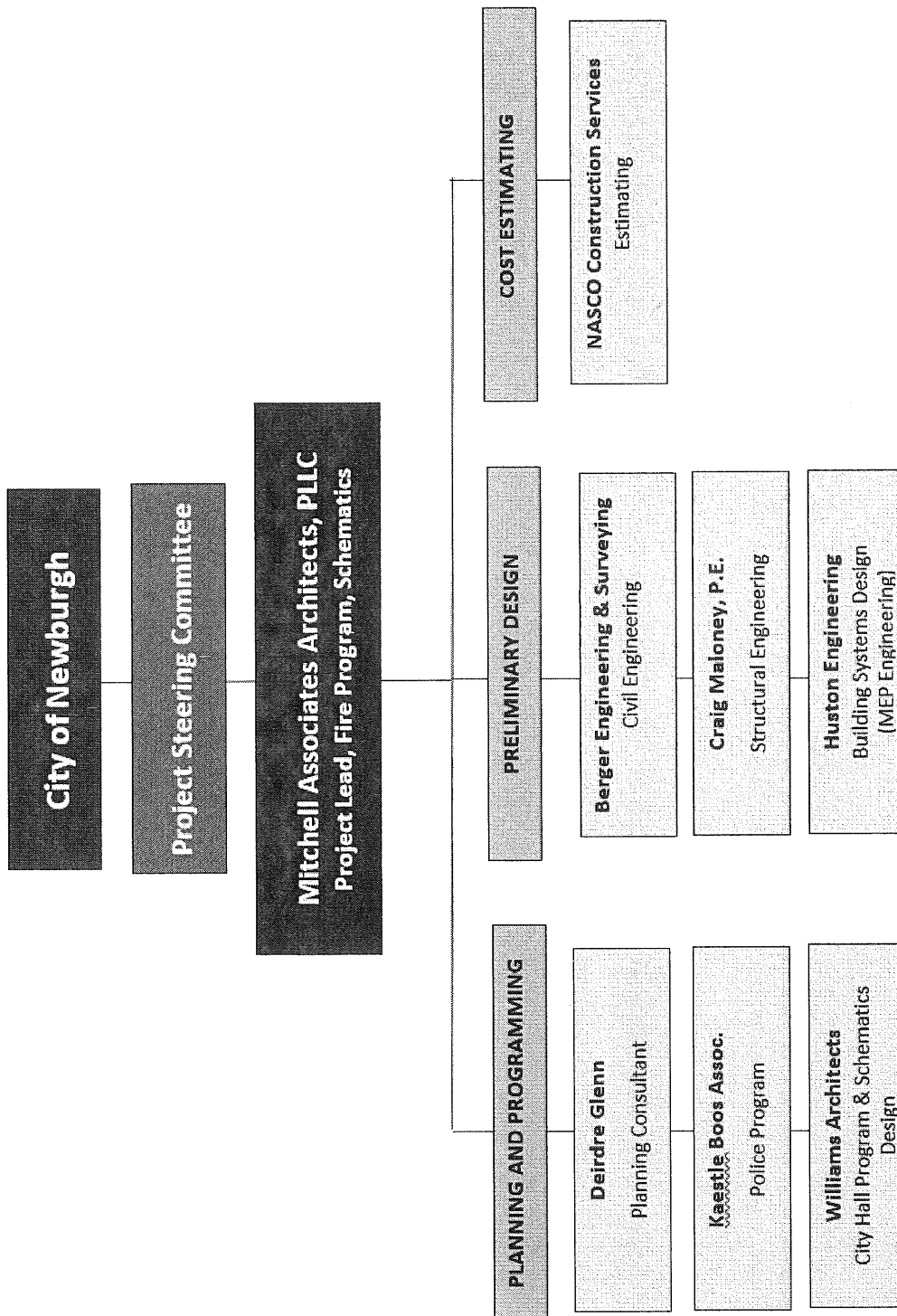


Exhibit "A"  
Between City of Newburgh (City) and Mitchell Associates Architects (M-A)

## *Project Steps*

The scope of the proposed project requires a step-by-step process that includes careful analysis of current facilities, a thorough understanding of each department's operational and physical needs, and an understanding of how City administration, Fire, Police, and City government function, and how personnel can effectively share a new facility while maintaining their unique functions and identities. Candidate sites are evaluated in terms of best location, space and site needs, buildability, response

time, accessibility and estimated cost. Once a site or sites are identified as possible options, each with a profile of pros & cons, preliminary building designs and cost estimates can be presented to the Committee for their consideration. The Final Report should make a clear case for the recommended site (or sites) so that the City and the Community can be assured that there is an evidence-based and cost-conscious rationale for the site and facility design selected.

## **PHASE ONE – The Subject of the Current Agreement**

### **PROJECT STEP 1 – EVALUATE CURRENT CITY FACILITIES (and advise re: Potential Renovations)**

We will conduct a review of existing conditions at your current buildings including a review of code issues, building envelope, structural, mechanical, electrical and plumbing systems, and contamination by mold, lead and asbestos. The analysis is not intended to be comprehensive, but rather for the purpose of obtaining general recommendations for possible reuse or disposition. An inventory of current spaces will be provided in tabular form (space usage analysis spreadsheets). Information about the sites will be compiled in anticipation of addressing any potential for building or mission expansion. The results will be provided in a report on our findings and recommendations.

Buildings to be evaluated include:

- City Hall
- Fire HQ
- Police HQ
- West End Fire Station
- DPW
- Activity Center
- 123 Grand Street

Each site will be evaluated for possible additions to meet expanded space requirements that may be determined during programming. An initial rough budget will be developed for each building to correct the deficiencies that would allow it to be as code compliant as economically feasible and remain in use. This will not address costs associated with any expansion of these buildings, which will be addressed later in the Facilities Master Plan.

Exhibit "A"  
Between City of Newburgh (City) and Mitchell Associates Architects (M-A)

**PROJECT STEP 2 - PROGRAMMING TO DETERMINE CURRENT & FUTURE SPACE NEEDS**

Correct programming is the single most important step in the design of your facility. Our team will bring to the table our deep knowledge of operations, building/site issues, equipment, training, and personnel needs based on our years of experience working closely with Municipal and Emergency Services. Programming is a needs assessment process that is based on actively listening to you and assisting you to define the needs and goals for your facility, as well as offering our expert advice. We use proprietary programming tools and techniques developed by us specifically for our projects. The program for your project will be developed from a series of in-depth meetings with stakeholders – staff and leaders of each department. These meetings will be conducted by Project Team members, each of whom has special expertise to ensure that the end-users will have their operational and personnel needs met in the future facilities.

Be aware that current space usage and current space needs are not the same thing. Code and ADA compliance, gender equity, the provision of proper workspaces, etc., all mandate more space per occupant than what is typical in existing older facilities. This will demand a larger building before added space for additional staff or program is considered.

The result of this phase is a set of detailed program documents that describe current operations and personnel. For example, the Police program will describe current and future personnel figures; shift information including complements and working hours; current and future fleet size; number of detention cells; storage needs; communications and dispatch equipment; and community needs. This process identifies your priorities, the building's potential impact on response and operational issues, training opportunities, necessary adjacencies, storage, administrative space, shared and multi-use areas, living space, security needs, and areas of economy.

The evolution of each departments program will follow from our experience with similar clients, and your guidance regarding what is important and unique to Newburgh.

After determining the net required areas for your current and future operations, assumptions regarding calculated areas for corridors & walls will be validated against a database of similar facilities. Based on the program, space usage analysis spreadsheets will be created that identify individual rooms and the size of stand-alone buildings. For each building being considered for renovation and additions, spreadsheets will identify those areas. Additional spreadsheets will identify probable building sizes for the following possible merged facilities:

1. One Building- City Government, Fire & Police HQ's will be in a new consolidated facility
2. Two Buildings - City Government in one facility, with Fire and Police headquarters together in a second facility



Exhibit "A"  
Between City of Newburgh (City) and Mitchell Associates Architects (M-A)

Thorough programming reassures all participants and the public that the decisions made are valid. It also:

1. Confirms the initial budget, or clearly identifies any required compromises between wishes and affordability before the building is designed.
2. Informs and simplifies the design process.
3. Minimizes the possibilities to look back and say, "I wish we had thought of that."

The final output of the program will be a document that you will be able to refer to and use to help educate the community, financing institutions, and potential funding sources about the decision-making process and the validity of your conclusions. A PowerPoint presentation can be made of the program document to enhance public education.

#### **PROJECT STEP 3 - EVALUATION OF EXISTING SITES**

Using the program data, site requirements will be determined for each of the facilities. Diagrams will be developed to explore how the needs defined in the program can be met at the existing sites. We will explore the possibility of acquisition of adjacent sites and provide site diagrams.

#### **PROJECT STEP 4 - EVALUATION OF POTENTIAL SITES FOR STAND-ALONE FACILITIES**

Using the site requirements for each of the facilities, site-fit diagrams will be developed to determine the minimum required site size. Specific sites identified by the City will be evaluated based on site-fit diagrams.

#### **STEP 5 - EVALUATION OF POTENTIAL SITES FOR MERGED FACILITIES**

Site requirements will be determined for two and three-story solutions for:

1. One Building- City Government, Fire & Police HQ's in a new consolidated facility
2. Two Buildings - City Government in one facility, with Fire and Police headquarters together in a second facility

Site-fit diagrams will be developed to determine the minimum required site size. Specific sites identified by the City will be evaluated based on site-fit diagrams. Site fit diagrams are not schematic floor plans, they are building footprint diagrams based on the data from the building programs.

Site layout diagrams will address such critical items as:

- Site security
- Separation of parking for public, employees, and public safety responders
- Appropriate separation of exiting apparatus, entering responders, and the public
- Safe public access in light of emergency vehicle response
- On-site training
- The role of the facility to be accessible and inviting to the public

Exhibit "A"  
Between City of Newburgh (City) and Mitchell Associates Architects (M-A)

Given the level of activity on the site(s) during an emergency, and the need to keep in mind public and employee safety, it will be essential to have an easily understood site traffic circulation plan for pedestrians (visitors and employees) as well as responding vehicles, service and delivery vehicles, and employee and visitor vehicles. A well-thought-out plan for each type of vehicle entry will be included. Contours, drainage, road access, zoning and neighborhood relations are evaluated at this time.

#### STEP 6 - BUDGET SUMMARY AND SELECTION OF PROJECT DIRECTION

For each of the seven facilities being studied, and for each of their renovation/addition alternatives, and for each combination of merged facilities, conceptual hard and soft cost budgets will be determined. Site related costs (acquisition, demolition, cleanup, etc.) will be specifically detailed.

The resultant data will be the tool that will allow the determination of a correct Project direction; one that allows selecting construction options that can be achieved within an acceptable budget prior to starting any drawings. It will allow for planning how a shared facility can meet the unique requirements of departments with differing missions, while designing opportunities for shared space and community access.

At the end of Phase One, the City will need to determine which of the following 21 possibilities to continue to analyze with conceptual designs and estimates.

| Matrix of Possible Outcomes | Reno - No Addition | Reno - With Addition | New Stand Alone | New Merged 3 | New Merged 2 |
|-----------------------------|--------------------|----------------------|-----------------|--------------|--------------|
| City Hall                   |                    |                      |                 |              |              |
| Fire HQ                     |                    |                      |                 |              |              |
| Police HQ                   |                    |                      |                 |              |              |
| West End Fire Station       |                    |                      |                 |              |              |
| DPW                         |                    |                      |                 |              |              |
| Activity Center             |                    |                      |                 |              |              |
| 123 Grand Street            |                    |                      |                 |              |              |

At the completion of the work described above, we will make a presentation to City Council summarizing the key findings of Phase 1.

Exhibit "A"  
Between City of Newburgh (City) and Mitchell Associates Architects (M-A)

## Fee for Services

Mitchell Associates Architects, PLLC will furnish the scope of services described above for a lump sum of **Ninety-Eight Thousand Dollars & Five Hundred Dollars (\$98,500.00)**.

|                                                                                                                                                              | Hours Expended Per Task |              |              |                     |              |              |              |              |              |               |           |              |           |         |           |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------|--------------|--------------|---------------------|--------------|--------------|--------------|--------------|--------------|---------------|-----------|--------------|-----------|---------|-----------|
|                                                                                                                                                              | Mitchell Associates     |              |              | Williams Associates |              |              | Kaestle Boos |              |              | Huston Eng    |           | QUEST        |           | Maloney |           |
|                                                                                                                                                              | Principal               | Senior Staff | Junior Staff | Principal           | Senior Staff | Junior Staff | Principal    | Senior Staff | Junior Staff | Deirdre Glenn | Principal | Senior Staff | Principal | Staff   | Principal |
| Steps to be taken:                                                                                                                                           |                         |              |              |                     |              |              |              |              |              |               |           |              |           |         |           |
| Phase One – Existing Conditions and Needs Assessment                                                                                                         |                         |              |              |                     |              |              |              |              |              |               |           |              |           |         |           |
| 1.0 Existing conditions                                                                                                                                      |                         |              |              |                     |              |              |              |              |              |               |           |              |           |         |           |
| a. Gather up and report all information about conditions of the existing facilities (structural, envelope, mold, lead, asbestos, site, ADA compliance, etc.) |                         |              |              |                     |              |              |              |              |              |               |           |              |           |         |           |
| b. Evaluate cost implications to allow these building to be have continuing municipal use                                                                    |                         |              |              |                     |              |              |              |              |              |               |           |              |           |         |           |
| 2.0 Inventory of current spaces for each facility                                                                                                            |                         |              |              |                     |              |              |              |              |              |               |           |              |           |         |           |
| a. Tabular “programmatic” format report                                                                                                                      |                         |              |              |                     |              |              |              |              |              |               |           |              |           |         |           |
| 3.0 3. Determine program requirements for the future for each City function                                                                                  |                         |              |              |                     |              |              |              |              |              |               |           |              |           |         |           |
| a. 3a. Tabular “programmatic” format report by department                                                                                                    |                         |              |              |                     |              |              |              |              |              |               |           |              |           |         |           |
| b. 3b. Determine implications for size of building(s)                                                                                                        |                         |              |              |                     |              |              |              |              |              |               |           |              |           |         |           |
| c. 3c. Determine preferred locations within the city                                                                                                         |                         |              |              |                     |              |              |              |              |              |               |           |              |           |         |           |
| d. 3d. Early sq ft cost budgets                                                                                                                              |                         |              |              |                     |              |              |              |              |              |               |           |              |           |         |           |

|                                                                                                                                                              | Cost Per Task & Per Phase |              |          |          |            |           |          |           |           |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------|--------------|----------|----------|------------|-----------|----------|-----------|-----------|
|                                                                                                                                                              | Sub MAA                   | Sub Williams | Sub KBA  | Glenn    | Sub Huston | Sub Quest | Maloney  | By Task   | By Phase  |
| <b>Steps to be taken:</b>                                                                                                                                    |                           |              |          |          |            |           |          |           |           |
| <b>Phase One – Existing Conditions and Needs Assessment</b>                                                                                                  |                           |              |          |          |            |           |          |           |           |
| 1.0 Existing conditions                                                                                                                                      |                           |              |          |          |            |           |          |           |           |
| a. Gather up and report all information about conditions of the existing facilities (structural, envelope, mold, lead, asbestos, site, ADA compliance, etc.) | \$ 14,325                 | \$ 1,440     | \$ -     | \$ 1,200 | \$ 8,000   | \$ 22,500 | \$ 6,120 | \$ 53,585 | \$ 98,514 |
| b. Evaluate cost implications to allow these building to be have continuing municipal use                                                                    | \$ 7,040                  | \$ -         | \$ -     | \$ 400   | \$ -       | \$ -      | \$ -     | \$ 7,440  |           |
| 2.0 Inventory of current spaces for each facility                                                                                                            |                           |              |          |          | \$ -       |           |          |           |           |
| a. Tabular "programmatic" format report                                                                                                                      | \$ 1,450                  | \$ 720       | \$ -     | \$ 400   | \$ -       | \$ -      | \$ -     | \$ 2,570  |           |
| 3.0 3. Determine program requirements for the future for each City function                                                                                  |                           |              |          |          | \$ -       |           |          |           |           |
| a. 3a. Tabular "programmatic" format report by department                                                                                                    | \$ 9,660                  | \$ 6,864     | \$ 7,930 | \$ 400   | \$ -       | \$ -      | \$ -     | \$ 24,854 |           |
| b. 3b. Determine implications for size of building(s)                                                                                                        | \$ 840                    | \$ 2,035     | \$ -     | \$ -     | \$ -       | \$ -      | \$ -     | \$ 2,875  |           |
| c. 3c. Determine preferred locations within the city                                                                                                         | \$ 2,920                  | \$ -         | \$ -     | \$ 600   | \$ -       | \$ -      | \$ -     | \$ 3,520  |           |
| d. 3d. Early sq ft cost budgets                                                                                                                              | \$ 2,080                  | \$ -         | \$ -     | \$ 400   | \$ 1,190   | \$ -      | \$ -     | \$ 3,670  |           |

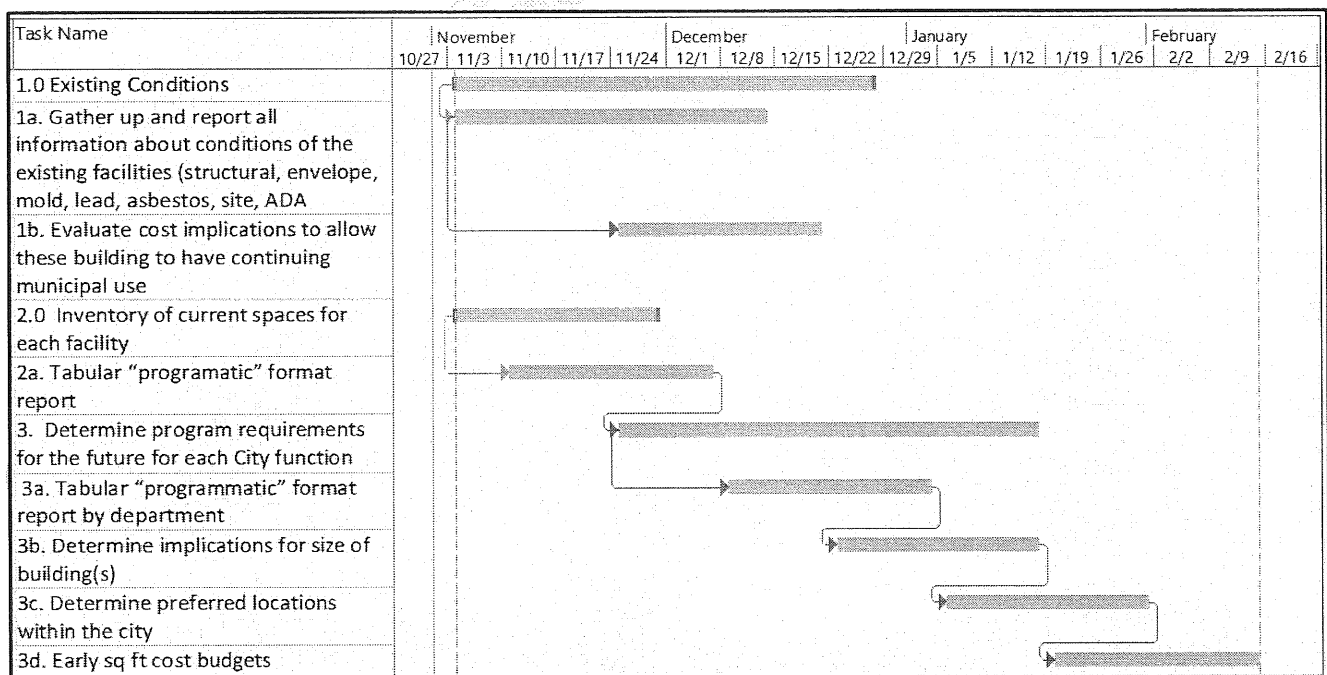
Exhibit "A"  
Between City of Newburgh (City) and Mitchell Associates Architects (M-A)

## Additional Services Fees

Additional services provided will be based on the hourly rates in the Rate Table below. Hourly rates will increase automatically on January 1, 2021 and each January thereafter at a rate of \$5.00/ hour for each category as listed above.

| Rate Table |                     |        |                    |
|------------|---------------------|--------|--------------------|
| 1          | Mitchell Associates | \$ 210 | Principal          |
| 2          |                     | \$ 155 | Senior Staff       |
| 3          |                     | \$ 110 | Junior Staff       |
| 4          | Williams Associates | \$ 227 | Principal          |
| 5          |                     | \$ 180 | Senior Staff       |
| 6          |                     | \$ 110 | Junior Staff       |
| 7          | Kaestle Boos        | \$ 230 | Principal          |
| 8          |                     | \$ 175 | Senior Staff       |
| 9          |                     | \$ 130 | Junior Staff       |
| 10         | Glenn               | \$ 50  | Principal          |
| 11         | Huston Eng          | \$ 140 | Principal          |
| 12         |                     | \$ 90  | Senior Staff       |
| 13         |                     | \$ 95  | Junior Staff       |
| 14         | QUEST               | \$ 175 | Cert Ind Hygienist |
| 15         |                     | \$ 150 | Project Designer   |
| 16         |                     | \$ 75  | Technician         |
| 17         | Maloney             | \$ 120 | Principal          |

## Project Schedule





RESOLUTION NO.: 225 - 2019

OF

SEPTEMBER 9, 2019

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO APPLY FOR AND  
ACCEPT IF AWARDED A U.S. DEPARTMENT OF JUSTICE  
EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE PROGRAM GRANT  
IN THE AMOUNT OF \$30,787.00 WITH  
A CITY MATCH IN THE AMOUNT OF \$9,184.25  
TO PURCHASE A VEHICLE FOR THE CITY OF NEWBURGH POLICE DEPARTMENT**

**WHEREAS**, the City of Newburgh wishes to apply for a U.S. Department of Justice Edward Byrne Memorial Justice Assistance Program grant in the amount of \$30,787.00 with a City match in the amount of \$9,184.25; and

**WHEREAS**, such grant funding will be used to purchase a vehicle to be used by the Police Department; and

**WHEREAS**, this Council has determined that applying for and accepting such grant if awarded would be in the best interests of the City of Newburgh and its residents, and the City of Newburgh Police Department;

**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 U.S. Department of Justice Edward Byrne Memorial Justice Assistance Program Grant in the amount of \$30,787.00 to purchase a vehicle for the City of Newburgh Police Department with a City match in the amount of \$9,184.25; and that the City Manager is authorized to execute all such contracts and documentation and take such further actions as may be appropriate and necessary to accept such grant and administer the program funded thereby.

RESOLUTION NO. 226 - 2019

OF

SEPTEMBER 9, 2019

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE  
AN INTER-MUNICIPAL WATER SUPPLY AGREEMENT  
WITH THE TOWN OF NEW WINDSOR**

**WHEREAS**, the City of Newburgh believes that Washington Lake, the City's former primary public water source has been contaminated with per- and polyfluoroalkyl substances ("PFAS") originating from New York Stewart International Airport and Stewart Air National Guard Base; and

**WHEREAS**, The Town of New Windsor ("Town") believes that the Butterhill Wells, the Town's former primary public water source has been contaminated with PFAS originating from New York Stewart International Airport and Stewart Air National Guard Base; and

**WHEREAS**, from May 2016, to October 24, 2018, the City relied on the New York City Catskill Aqueduct ("Aqueduct") as the City's sole source of public water supply and intends to continue such use of the Aqueduct until such time as Washington Lake and the City watershed have been fully remediated and restored; and

**WHEREAS**, from May 2019 to the present, due to the aforementioned contamination, the Town has relied on the Aqueduct as the Town's main source of public water supply; and

**WHEREAS**, from October 24, 2018 to June 19, 2019, City relied on Brown's Pond, also known as Silver Stream Dam Reservoir, a reservoir located in the Town of New Windsor but owned by the City, as the City's sole source of public water supply due to the temporary shutdown of the Aqueduct; and

**WHEREAS**, the New York City Department of Environmental Protection has announced its intention to shut down the Aqueduct for maintenance operations for ten-week periods annually over the next four or five years, commencing with the next shutdown scheduled for October 7, 2019 ("Shutdowns"); and

**WHEREAS**, the City has historically used Brown's Pond as a backup water supply and is doing so again during the Shutdowns, but the City is concerned that Brown's Pond may not be able to fully satisfy the City's requirement for public water supply; and

**WHEREAS**, the Town must secure sufficient and reliable backup sources of public water supply by October 7, 2019, when the second of the aforementioned Shutdowns is planned; and

**WHEREAS**, the Town desires to arrange for one such backup source of public water supply for the aforementioned Shutdown, as well as future Shutdowns and other emergencies, from the City and to cooperate with the City to make available to the City such supply of water under the terms and conditions set forth in an inter-municipal agreement to make available to the City such supply of water under such circumstances as described in the inter-municipal water agreement attached hereto; and

**WHEREAS**, the City Council of the City of Newburgh finds that entering into said inter-municipal water agreement with the Town of New Windsor is in the best interests of the City;

**NOW, THEREFORE, BE IT RESOLVED**, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to execute the attached inter-municipal water supply agreement as attached hereto on behalf of the City of Newburgh with the Town of New Windsor.



RESOLUTION NO.: 227-2019

OF

SEPTEMBER 9, 2019

A RESOLUTION APPROVING THE CONSENT JUDGMENT AND AUTHORIZING THE CITY MANAGER TO SIGN SUCH CONSENT JUDGMENT IN CONNECTION WITH THE TAX CERTIORARI PROCEEDINGS AGAINST THE CITY OF NEWBURGH IN THE ORANGE COUNTY SUPREME COURT BEARING ORANGE COUNTY INDEX NOS. 5870-2017, 7878-2018, 5996-2019 INVOLVING SECTION 4, BLOCK 10, LOT 11.1 (415 GRAND STREET, LLC)

**WHEREAS**, 415 Grand Street, LLC has commenced tax certiorari proceedings against the City of Newburgh in the Supreme Court of the State of New York, County of Orange for the 2017-2018, 2018-2019 & 2019-2020 tax assessment year bearing Orange County Index No. 5870-2017, 7878-2018 & 5996-2019 respectively; and

**WHEREAS**, it appears from the recommendation of the City Assessor, Joanne Majewski, and Eric D. Ossentjuk, Esq. of Catania, Mahon, Milligram & Rider, PLLC, Counsel for the City of Newburgh in the aforesaid proceedings, upon a thorough investigation of the claims that further proceedings and litigation by the City would involve considerable expense with the attendant uncertainty of the outcome, and that settlement of the above matters as more fully set forth below is reasonable and in the best interests of the City; and

**WHEREAS**, 415 Grand Street, LLC is willing to settle these proceedings without interest, costs or disbursements, in the following manner:

- 1- That the real property of Petitioner described on the City of Newburgh tax roll for the tax year 2017-2018 as tax map number 4-10-11.1 be set at an assessed value of \$300,000.00.
- 2- That the real property of Petitioner described on the City of Newburgh tax roll for the tax year 2018-2019 as tax map number 4-10-11.1 be set at an assessed value of \$325,000.00.
- 3- That the real property of Petitioner described on the City of Newburgh tax roll for the tax year 2019-2020 as tax map number 4-10-11.1 be set at an assessed value of \$325,000.00.

**NOW, THEREFORE BE IT RESOLVED**, that the proposed settlement as set forth and described above, and the attached Order and Stipulation of Settlement are hereby accepted pursuant to the provisions of the General City Law and other related laws.

**BE IT FURTHER RESOLVED**, that Joseph P. Donat, City Manager of the City of Newburgh; Joanne Majewski, Assessor of the City of Newburgh; and Eric D. Ossentjuk, Esq. of Catania, Mahon, Milligram & Rider, PLLC, be and they hereby are designated as the persons for the City who shall apply for such approval pursuant to the aforesaid laws.

SUPREME COURT OF THE STATE OF NEW YORK  
COUNTY OF ORANGE

-----X

In the Matter of

415 Grand Street, LLC

Petitioner,

- against -

THE CITY OF NEWBURGH, JOANNE MAJEWSKI,  
AS THE ASSESSOR OF THE CITY OF NEWBURGH,  
THE BOARD OF ASSESMENT REVIEW OF THE  
CITY OF NEWBURGH, THE BOARD OF  
EDUCATION OF THE NEWBURGH ENLARGED  
CITY SCHOOL DISTRICT and THE COUNTY OF  
ORANGE

Respondents.

-----X

**CONSENT JUDGMENT**

Index No. 2017-EF005870

Index No. 2018-EF007878

Index No. 2019-EF005996

**UPON THE CONSENT** attached hereto duly executed by the attorneys for all the parties, it is

**ORDERED**, that the real property of the Petitioner described on the City of Newburgh tax rolls for the tax year 2017-18 as follows:

Tax Map No. 4-10-11.1

Be reduced in assessment from \$343,800.00 to a total assessment of \$300,000.00 for a total reduction in assessment of \$43,800.00, prior to the application of any real property tax exemptions, if any; and it is further

**ORDERED**, that the real property of the Petitioner described on the City of Newburgh tax rolls for the tax year 2018-19 as follows:

Tax Map No. 4-10-11.1

Be reduced in assessment from \$343,800.00 to a total assessment of \$325,000.00 for a total reduction in assessment of \$18,800.00, prior to the application of any real property tax exemptions, if any; and it is further

**ORDERED**, that the real property of the Petitioner described on the City of Newburgh tax rolls for the tax year 2019-20 as follows:

Tax Map No. 4-10-11.1

Be reduced in assessment from \$343,800.00 to a total assessment of \$325,000.00 for a total reduction in assessment of \$18,800.00, prior to the application of any real property tax exemptions, if any; and it is further

**ORDERED**, that the Petitioner's real property taxes on said parcels described above for the 2017-2018, 2018-2019 & 2019-2020 School, County and City taxes be adjusted accordingly and that the Petitioner be reimbursed for any overpayment or be credited with the corresponding decrease in taxes, as the case may be, upon the entering of this Consent Judgment with the Orange County Clerk; and it is further

**ORDERED**, that the officer or officers having custody of the aforesaid assessment roll of the City of Newburgh shall make or cause to be made upon the proper books and records and upon the assessment roll of said City the entries, changes and corrections necessary to conform said assessment to such corrected and reduced valuation; and it is further

**ORDERED**, that there shall be audited, allowed and credited to the Petitioner by the City of Newburgh, the County of Orange and/or the County Commissioner of Finance, as appropriate and/or required by statute, the amount, if any, paid as City taxes and City Special District taxes against the original assessment in excess of what said taxes would have been if said assessment had been made as determined herein; and it is further

**ORDERED**, that there shall be audited, allowed and credited to the Petitioner by the City of Newburgh, the County of Orange and/or the County Commissioner of Finance, as appropriate and/or required by statute, the amounts, if any, paid as County taxes and County Special District taxes against the original assessment in excess of what said taxes would have been if said assessment had been made as determined herein; and it is further

**ORDERED**, that there shall be audited, allowed and paid to the Petitioner by the Newburgh Enlarged City School District the amounts, if any, paid as School District taxes against the original assessment in excess of what said taxes would have been if said assessment had been made as determined herein; and it is further

**ORDERED**, that in the event that the refunds are made within sixty (60) days after service of this Consent Judgment with notice of entry, there shall be no interest paid or credited in connection with this Consent Judgment; otherwise, interest shall be paid in accordance with the applicable statute; and it is further

**ORDERED**, that the terms of R.P.T.L. §727, subject to the exceptions thereto, shall apply to this settlement in all respects; and it is further

**ORDERED**, that these proceedings are settled without costs or disbursements to either party as against the other.

Signed this \_\_\_ day of September, 2019 at Goshen, New York.

E N T E R:

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Hon. Catherine M. Bartlett, AJSC

**ON CONSENT:**

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HON. JOSEPH P. DONAT  
City Manager  
Dated:

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ALANA R. BARTLEY, ESQ.  
Drake Loeb, PLLC  
Attorney for the Petitioner

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HON. JOANNE MAJEWSKI, IAO  
Assessor  
Dated:

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ERIC D. OSSENTJUK, ESQ.  
Catania, Mahon, Milligram & Rider, PLLC  
Attorney for Respondents  
Dated:

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KELLY NAUGHTON, ESQ.  
Burke, Miele, Golden & Naughton, LLP  
Attorney for Respondents  
Dated:

RESOLUTION NO.: 228-2019

OF

SEPTEMBER 9, 2019

A RESOLUTION APPROVING THE CONSENT JUDGMENT AND AUTHORIZING THE CITY MANAGER TO SIGN SUCH CONSENT JUDGMENT IN CONNECTION WITH THE TAX CERTIORARI PROCEEDINGS AGAINST THE CITY OF NEWBURGH IN THE ORANGE COUNTY SUPREME COURT BEARING ORANGE COUNTY INDEX NO. 5040-2016 INVOLVING SECTION 12, BLOCK 2, LOT 22 (RIPRAP, LLC)

**WHEREAS**, RipRap, LLC has commenced tax certiorari proceedings against the City of Newburgh in the Supreme Court of the State of New York, County of Orange for the 2016-2017 tax assessment year bearing Orange County Index No. 5040-2016; and

**WHEREAS**, it appears from the recommendation of the City Assessor, Joanne Majewski, and Eric D. Ossentjuk, Esq. of Catania, Mahon, Milligram & Rider, PLLC, Counsel for the City of Newburgh in the aforesaid proceedings, upon a thorough investigation of the claims that further proceedings and litigation by the City would involve considerable expense with the attendant uncertainty of the outcome, and that settlement of the above matters as more fully set forth below is reasonable and in the best interests of the City; and

**WHEREAS**, RipRap, LLC is willing to settle these proceedings without interest, costs or disbursements, in the following manner:

- 1- That the real property of Petitioner described on the City of Newburgh tax roll for the tax year 2016-2017 as tax map number 12-2-22 be set at an assessed value of \$135,000.00.

**NOW, THEREFORE BE IT RESOLVED**, that the proposed settlement as set forth and described above, and the attached Order and Stipulation of Settlement are hereby accepted pursuant to the provisions of the General City Law and other related laws.

**BE IT FURTHER RESOLVED**, that Joseph P. Donat, City Manager of the City of Newburgh; Joanne Majewski, Assessor of the City of Newburgh; and Eric D. Ossentjuk, Esq. of Catania, Mahon, Milligram & Rider, PLLC, be and they hereby are designated as the persons for the City who shall apply for such approval pursuant to the aforesaid laws.

SUPREME COURT OF THE STATE OF NEW YORK  
COUNTY OF ORANGE

-----X  
In the Matter of

RipRap LLC, Granite Real Estate Tax Consultants, LLC  
Agent

**CONSENT JUDGMENT**

Index No. 2016-EF005040

Petitioner,

- against -

CITY OF NEWBURGH, A Municipal Corporation, its  
Assessor or Board of Assessors and Board of Review

Respondents.

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**UPON THE CONSENT** attached hereto duly executed by the attorneys for all the parties, it is

**ORDERED**, that the real property of the Petitioner described on the City of Newburgh tax rolls for the tax year 2016-17 as follows:

Tax Map No. 12-2-22

Be reduced in assessment from \$165,000.00 to a total assessment of \$135,000.00 for a total reduction in assessment of \$30,000.00, prior to the application of any real property tax exemptions, if any; and it is further

**ORDERED**, that the Petitioner's real property taxes on said parcels described above for the 2016-2017 School, County and City taxes be adjusted accordingly and that the Petitioner be reimbursed for any overpayment or be credited with the corresponding decrease in taxes, as the case may be, upon the entering of this Consent Judgment with the Orange County Clerk; and it is further

**ORDERED**, that the officer or officers having custody of the aforesaid assessment roll of the City of Newburgh shall make or cause to be made upon the proper books and records and upon

the assessment roll of said City the entries, changes and corrections necessary to conform said assessment to such corrected and reduced valuation; and it is further

**ORDERED**, that there shall be audited, allowed and credited to the Petitioner by the City of Newburgh, the County of Orange and/or the County Commissioner of Finance, as appropriate and/or required by statute, the amount, if any, paid as City taxes and City Special District taxes against the original assessment in excess of what said taxes would have been if said assessment had been made as determined herein; and it is further

**ORDERED**, that there shall be audited, allowed and credited to the Petitioner by the City of Newburgh, the County of Orange and/or the County Commissioner of Finance, as appropriate and/or required by statute, the amounts, if any, paid as County taxes and County Special District taxes against the original assessment in excess of what said taxes would have been if said assessment had been made as determined herein; and it is further

**ORDERED**, that there shall be audited, allowed and paid to the Petitioner by the Newburgh Enlarged City School District the amounts, if any, paid as School District taxes against the original assessment in excess of what said taxes would have been if said assessment had been made as determined herein; and it is further

**ORDERED**, that in the event that the refunds are made within sixty (60) days after service of this Consent Judgment with notice of entry, there shall be no interest paid or credited in connection with this Consent Judgment; otherwise, interest shall be paid in accordance with the applicable statute; and it is further

**ORDERED**, that the terms of R.P.T.L. §727, subject to the exceptions thereto, shall apply to this settlement in all respects; and it is further



**ORDERED**, that these proceedings are settled without costs or disbursements to either party as against the other.

Signed this \_\_\_ day of September, 2019 at Goshen, New York.

E N T E R:

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Hon. Catherine M. Bartlett, AJSC

**ON CONSENT:**

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HON. JOSEPH P. DONAT  
City Manager  
Dated:

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JOSEPH E. ST. ONGE, ESQ.  
Attorney for Petitioner  
670 White Plains Road  
Scarsdale, New York 10583  
(914) 472-1899  
Dated:

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HON. JOANNE MAJEWSKI, IAO  
Assessor  
Dated:

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ERIC D. OSSENTJUK, ESQ.  
Catania, Mahon, Milligram & Rider, PLLC  
Attorney for Respondents  
Dated:

RESOLUTION NO.: 229 - 2019

OF

SEPTEMBER 9, 2019

**A RESOLUTION AUTHORIZING SETTLEMENT OF A WATER BILL  
WITH AN OUT-OF-CITY ACCOUNT FOR THE AMOUNT OF  
TWENTY-THREE THOUSAND FIVE HUNDRED EIGHTEEN  
AND 88/100 DOLLARS (\$23,518.88).**

**WHEREAS**, by Resolution No. 182-2019, the City of Newburgh authorized commencement of litigation against HeadsUp Penny, Inc. for unpaid water charges related to three (3) parcels located at Section 85, Block 2, Lot 24.211, Section 85, Block 2, Lot 24.22, and Section 85, Block 2, Lot 24.23 in the Orange County Land Records; and

**WHEREAS**, the parties have reached an agreement to settle the litigation and resolve all claims among them in the amount of Twenty-Three Thousand Five Hundred Eighteen and 88/100 dollars (\$23,518.88); and

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

**NOW, THEREFORE, BE IT RESOLVED**, by the Council of the City of Newburgh, New York, that the City Manager is hereby authorized to settle the litigation in the total amount of Twenty-Three Thousand Five Hundred Eighteen and 88/100 dollars (\$23,518.88) and that the City Manager be and he hereby is authorized to execute documents as the Corporation Counsel may require to effectuate the settlement as herein described.

ORDINANCE NO.: 7 - 2019

OF

SEPTEMBER 9, 2019

AN ORDINANCE AMENDING SECTION 88-2  
OF THE CODE OF ORDINANCES OF THE CITY OF NEWBURGH  
TO ADDRESS RETENTION OF ELECTRONIC RECORDS

**BE IT ORDAINED** by the City Council of the City of Newburgh, New York that Chapter 88, entitled “Records Retention” of the Code of Ordinances is amended as follows:

**SECTION 1.** Chapter 88. Records Retention

Section 88-2. Disposition of records.

In accordance with Article 57-A of the Arts and Cultural Affairs Law:

- A. Only those records will be disposed of that are described in Records Retention and Disposition Schedule MU-1 after they have met the minimum retention period described therein.
- B. Only those records will be disposed of that do not have sufficient administrative, fiscal, legal or historical value to merit retention beyond established time periods.
- C. All digitally created or digitally converted records shall be designated as the official copy of the record and maintained in digital format for the legally prescribed retention period of the record in accordance with the guidelines set forth in the Regulations of the Commissioner of Education, Part 185.8, section 57.29 of the Arts and Cultural Affairs Law and all related standards and guidelines set by the Commissioner of Education. Copies of records in other formats, including paper, shall be deemed convenience copies and disposed of when no longer needed for reference or other administrative purposes.

**SECTION 2.** This ordinance shall take effect immediately.

~~Strikethrough~~ denotes deletions

Underlining denotes additions