



City of Newburgh Council Work Session

5:45 pm
July 7, 2011

AGENDA

1. Executive Session:
 - a. Settlement of Litigation
 - b. Proposed Litigation

2. Land Use Plan:
 - a. (Res. 142) Declaration of the City Council's intent to act as lead agency under SEQRA as it relates to the amendment of the Sustainable Master Plan by the adoption of the City's future Land Use Plan.

3. Armory Agreement – Deirdre Glenn, Director Armory Unity Center

4. Procedural Items related to the City Council meeting on July 11, 2011:
 - a. Minutes of the meetings of June 20, 2011
 - b. Notices of Claim
 - c. Monthly reports
 - d. The Newburgh Rowing Club will present awards of appreciation to City of Newburgh Fire and Police Departments for their participation in the Northeast Rowing Championship event on May 21st and 22nd.

2. Finance Department:
 - a. (Res. 135) Memorandum of Understanding between the City of Newburgh and the PSOA to provide additional benefits to Sgt. Frank Labrada who will begin serving active duty on or about November 30, 2011.
 - b. (Res. 136) Extension of the agreement with J. Dwight Hadley, CPA for government, administrative and financial consulting services.
 - c. (Res. 137) Amendment to the budget to transfer funds from "Contingency" to "Comptroller" in order to fund the consulting services of J. Dwight Hadley.
 - d. (Res. 138) Amendment to the 2011 Budget to authorize tax refunds for fiscal years 2009 and 2010 for a tax certiorari proceeding involving Paul and Joseph Management, Inc.
 - e. (Ord. 17) Amendment to Chapter 163 entitled "Fees" of the Code of Ordinances of the City of Newburgh. (Amendment necessary to reflect negotiated fees agreed to by NYS DEC)

✓

- f. (Res. 139) Agreement with O'Connor, Davies, Munns & Dobbins, LLP for the City's audit for the years 2011, 2012 and 2013.
- g. Acceptance of partial payments for water and sewer bills
- h. Old Business:
 - ✓ (Res. 121) A resolution authorizing an agreement with Taylor Bio-Mass for solid waste removal.
 - ✓ (Res. 122) Budget transfer from Contingency A1900.1990 to A1330.0110 in the amount of \$10,765 to continue Marie Gida as a temporary employee per attached from request from Tax Collector
- i. (Res. 140) Project Safe Neighborhoods Grant from the United States Department of Justice in the amount of \$35,000.00 with no City match required.
- j. (Res. 141) 2011 Byrne Memorial Justice Assistance Grant program in the amount of \$24,112.00.
- k. (Res. 143) 21st Century Community Learning Center grant in an amount not to exceed \$899,000.00.

3. Planning and Development/Real Estate

- a. (Res. 134) Resolution scheduling a public hearing for August 8, 2011 regarding a proposed local law authorizing a property tax exemption for improvements greater than \$3,000 made to one and two family dwellings.
- b. (Local Law 6) A public hearing is scheduled for Monday, July 11 regarding a property exemption for First-Time Homebuyers.
- c. A public hearing is scheduled for Monday, July 11 regarding Housing and Community Development Program needs for 2012.
- d. (Res. 144) Nora Cronin Presentation Academy: 90-Day extension to rehabilitate the premises located at 72 Bay View Terrace.

4. Discussion Items:

- a. Grant application procedures
- b. Request regarding pawn shop

RESOLUTION NO.: 142 - 2011

OF

JULY 11, 2011

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEWBURGH DECLARING ITS INTENT TO BE LEAD AGENCY UNDER STATE ENVIRONMENTAL QUALITY REVIEW ACT (SEQRA) WITH RESPECT TO THE AMENDMENT OF THE SUSTAINABLE MASTER PLAN BY THE ADOPTION OF THE FUTURE LAND USE PLAN OF THE CITY OF NEWBURGH, DECLARING THE PROJECT TO BE A TYPE I ACTION, CONSIDERING AN ENVIRONMENTAL ASSESSMENT FORM (EAF), REFERRING SAME TO THE ORANGE COUNTY PLANNING DEPARTMENT AND THE CITY OF NEWBURGH PLANNING BOARD AS REQUIRED BY SECTION 239 OF THE GENERAL MUNICIPAL LAWS AND COMMENCING A 30-DAY PUBLIC COMMENT PERIOD

WHEREAS, the City of Newburgh is proposing to adopt a Future Land Use Plan as an amendment to the City's Sustainable Master Plan pursuant to Section 28-a of the New York State General City Law; and

WHEREAS, the City of Newburgh proposes to undertake the adoption of the Future Land Use Plan in compliance with the terms of State law and does hereby wish to review the project in accordance with the State Environmental Quality Review Act (SEQRA); and

WHEREAS, in compliance with SEQRA, the City Council of the City of Newburgh wishes to declare its intent to assume Lead Agency status, classify the project as a Type I action, proposes accept as complete an Environmental Assessment Form ("EAF"), refer the proposed Future Land Use Plan to the City of Newburgh Planning Board and the Orange County Planning Department pursuant to General Municipal Law Section 239-m and General City Law Section 28-a, and commence a 30-day public comment period.

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York as follows:

1. That the City Council of the City of Newburgh hereby declares its intent to assume Lead Agency status for the environmental review of the action pursuant to 6 NYCRR 617.6; and
2. Classifies the action as a Type I Action; and

3. Proposes to accept as complete the Environmental Assessment Form ("EAF") attached hereto;
4. Refers the proposed Future Land Use Plan to the City of Newburgh Planning Board and to the Orange County Planning Department as required by General Municipal Law Section 239-m and General City Law Section 28-a; and
5. Opens a 30-day public comment period.



City of Newburgh
DEPARTMENT OF PLANNING & DEVELOPMENT
City Hall – 83 Broadway
Newburgh, New York 12550

TEL: (845) 569-9400

FAX: (845) 569-9700

TO: Honorable Mayor Valentine and Members of City Council

FROM: Edward Lynch, Director of Planning and Development *Edward Lynch*

RE Future Land Use Plan Adoption- Intent to be Lead Agency

DATE: June 30, 2011

CC: Richard Herbek, Acting City Manager

Staff recommends that the City Council adopt the proposed Future Land Use Plan in compliance with State law as an amendment to the Sustainable Master Plan, which was adopted several years ago. To do so, Council needs to review the Plan in accordance with the State Environmental Quality Review Act (SEQRA). It needs to refer the document to the County Planning Board and the City Planning Board, to officially open a 30 day comment period, and to indicate that the Council intends to be Lead Agency in the review and adoption of the Land Use Plan. After that 30 day period has lapsed, Council will be able to Confirm itself as Lead Agency under SEQRA will be able to address the environmental impacts, if any, associated with that "Action", and then be able to adopt the Future Land Use Plan. One more public hearing will be required prior to that "Action".

Attached is a resolution declaring the City Council's Intent to be Lead Agency. Also attached is an Environmental Assessment Form, prepared by Buckhurst Fish, the City's Consultant, which describes the "Action" to be taken by Council in adopting the Land Use Plan and generally discusses the potential impacts on infrastructure and the environment.

The proposed Future Land Use Plan is a policy document that does not, in and of itself, result in the adoption of any specific zoning changes, but rather sets forth the framework under which the City is empowered to make future amendments to the Zoning Code. The Future Land Use Plan will not result in any "in-the-ground" impacts or other physical changes to land within the City. Future zoning actions taken in furtherance of the Future Land Use Plan will be subject to review under SEQR.

Recommendation

Staff recommends that the City Council adopt the Resolution Declaring its Intent to Be Lead Agency and Forwarding the Future Land Use Plan to the City and County Planning Boards for Comment.

RESOLUTION NO.: 135-2011

OF

JULY 11, 2011

RESOLUTION APPROVING A MEMORANDUM OF UNDERSTANDING
WITH THE POLICE SUPERIOR OFFICERS ASSOCIATION
OF NEWBURGH, NEW YORK, INC. TO PROVIDE
FOR ADDITIONAL BENEFITS PROVIDED FOR
IN SECTION 242 OF THE MILITARY LAW
FOR POLICE SERGEANT FRANK LABRADA
WHILE SERVING ACTIVE DUTY IN THE MILITARY
EFFECTIVE ON OR ABOUT NOVEMBER 30, 2011

WHEREAS, the City of Newburgh and the Police Superior Officer's Association of Newburgh, New York, Inc. (hereinafter "the Union"), are parties to a collective bargaining agreement; and

WHEREAS, certain members of the Union serving in the military reserve have been or are liable to be called to active duty as a result of the ongoing conflicts overseas to defend American freedom and protect our people from their declared enemies, and will continue to be required to interrupt regular City employment; and

WHEREAS, the City Council of the City of Newburgh wishes to grant certain additional benefits to such employees; and

WHEREAS, the City Council has reviewed the terms of the Memorandum of Understanding, a copy of which is annexed hereto, and has consulted with the representatives of the City, who have recommended that the City Council approve the agreement;

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 on behalf of the City of Newburgh, the Memorandum of Understanding annexed hereto, or in substantially the same form; and be it further

RESOLVED, that the Council of the City of Newburgh hereby extends its esteem, gratitude, appreciation and admiration to every member of the Union and all others called to active duty on behalf of this Country.

MEMORANDUM OF UNDERSTANDING

BETWEEN
POLICE SUPERIOR OFFICERS ASSOCIATION OF NEWBURGH, INC.
AND
THE CITY OF NEWBURGH

WHEREAS, the CITY OF NEWBURGH (CITY) and POLICE SUPERIOR OFFICERS ASSOCIATION OF NEWBURGH, INC. (PSOA), are desirous of entering into an agreement between the parties to provide for extended military benefits for members who are military reservists and are federally activated to military duty as of the result of the events of September 11, 2001 and the ongoing conflicts overseas beyond the benefits mandated by New York State Military Law.

IT IS HEREBY UNDERSTOOD AND AGREED BY THE PARTIES HERETO AS FOLLOWS:

1. Members of the PSOA ordered to active military duty (including ordered service in the reserve force) as a result of the events of September 11, 2001, and the ongoing conflicts overseas, shall be entitled to receive the following benefits:
 - a) Members who have exhausted their entitlement to paid military leave under Section 242 of the Military Law shall be entitled to an additional thirty (30) calendar days or twenty-two (22) working days of supplemental military leave at full pay, whichever is greater, in any one calendar year, not exceeding in total sixty (60) calendar days for any one continuous period of absence;
 - b) Members who have exhausted their entitlement to the paid leave set forth in paragraph (a) above shall be entitled to military leave at a rate of pay equal to the Member's rate of pay pursuant to the Collective Bargaining Agreement less the compensation received by the Member as a result of his or her active duty. The Member shall provide the city with an "enlisted pay chart" establishing the applicable military rate of pay.;
 - c) Members shall receive the same individual or family health insurance benefits provided pursuant to the Collective Bargaining Agreement, as received by such members prior to their date of activation;
 - d) Members shall accrue vacation leave at the rate set forth in the Collective Bargaining Agreement during the period they receive benefits pursuant to this Memorandum.

2. The benefits provided in paragraph 1 of this Memorandum shall be in effect from November 30, 2011 to and including November 30, 2012. The terms of this Memorandum may be extended by resolution in the event that the Member's active duty status extends beyond November 30, 2012.

3. The parties agree and acknowledge that this agreement shall not establish any past practice or precedent for members called for active military duty for any reason other than the events of September 11, 2001, and currently ongoing overseas conflicts in Iraq, Afghanistan and related areas.

Dated: July _____, 2011
Newburgh, New York

AGREED TO:

CITY OF NEWBURGH

By: _____
Richard F. Herbek, Acting City Manager

POLICE SUPERIOR OFFICERS
ASSOCIATION OF NEWBURGH, INC.

By: _____
, President

RESOLUTION NO.: 136 - 2011

OF

JULY 11, 2011

**A RESOLUTION AUTHORIZING AN AGREEMENT BETWEEN
THE CITY OF NEWBURGH AND J. DWIGHT HADLEY, CPA FOR
PROFESSIONAL CONSULTING SERVICES IN THE AREA
OF GOVERNMENTAL ADMINISTRATIVE AND FINANCIAL MANAGEMENT**

WHEREAS, this Council, by Resolution No.: 14-2010 of January 11, 2010, authorized the City Manager to enter into an agreement with J. Dwight Hadley, CPA for professional consulting services which expired on March 31, 2010; and

WHEREAS, this Council, by Resolution No.: 74-2010 of March 22, 2010, authorized the City Manager to extend the agreement with J. Dwight Hadley, CPA for professional consulting services which expired on June 30, 2010; and

WHEREAS, this Council, by Resolution No.: 129-2010 of June 14, 2010, authorized the City Manager to extend the agreement with J. Dwight Hadley, CPA for professional consulting services which will expire on December 31, 2010; and

WHEREAS, this Council, by Resolution No.: 273-2010 of December 13, 2010, authorized the City Manager to extend the agreement with J. Dwight Hadley, CPA for professional consulting services which expired on June 30, 2011; and

WHEREAS, the City of Newburgh wishes to enter into an agreement to provide for an additional six (6) months of service; and

WHEREAS, the agreement is for providing assistance in the area of governmental administrative and financial management in the form of consulting services; and

WHEREAS, the rate for these services is \$70.00 per hour; and

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

NOW, THEREFORE BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to enter into the agreement with J. Dwight Hadley, CPA, in substantially the same form as annexed hereto with any other provision that Corporation Counsel may require, at a rate of \$70.00 per hour for consulting services in the area of governmental administrative and financial management.

AGREEMENT FOR VENDOR SERVICES

THIS AGREEMENT is entered into as of this _____ day of July, 2011, by and between the CITY OF NEWBURGH, a municipal corporation chartered under the authority of the State of New York, hereinafter referred to as the "CITY," with principal offices at 83 Broadway, City Hall, Newburgh, New York 12550; and J. DWIGHT HADLEY, CPA, an individual with an address of 14 Mountain Way, Clifton Park, New York 12065, hereinafter referred to as "VENDOR."

ARTICLE 1. SCOPE OF WORK

VENDOR agrees to perform the SERVICES and/or supply the goods identified in Schedule A, (the "SERVICES") which is attached to, and is part of this Agreement. VENDOR agrees to perform the SERVICES and/or supply the goods in accordance with the terms and conditions of this Agreement. It is specifically agreed that the CITY will not compensate VENDOR for any SERVICES and/or goods provided outside those specifically identified in Schedule A.

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

ARTICLE 2. TERM OF AGREEMENT

VENDOR agrees to perform the SERVICES and/or supply goods beginning July 1, 2011, and ending on October 31, 2011 or upon termination as provided under ARTICLE 17 TERMINATION of this Agreement.

ARTICLE 3. COMPENSATION

For satisfactory performance of the SERVICES and/or receipt of conforming goods or, as such SERVICES or goods may be modified by mutual written agreement, the CITY agrees to compensate VENDOR in accordance with the fees and expenses as stated in Schedule B, which is attached to and is part of this Agreement. VENDOR SHALL submit to the CITY a monthly itemized invoice for SERVICES rendered during the prior month, or as otherwise set forth in Schedule B, and prepared in such form and supported by such documents as the CITY may reasonably require. The CITY will pay the proper amounts due VENDOR within fourteen (14) days after receipt of a CITY Claimant's Certification form, and if the Claimant's Certification form is objectionable, will notify VENDOR, in writing, of the CITY'S reasons for objecting to all or any portion of the invoice submitted by VENDOR.

ARTICLE 4. EXECUTORY CLAUSE

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

ARTICLE 5. PROCUREMENT OF AGREEMENT

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

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

ARTICLE 6. CONFLICT OF INTEREST

VENDOR represents and warrants that neither it nor any of its directors, officers, members, partners or employees, have any interest nor shall they acquire any interest, directly or indirectly which would or may conflict in any manner or degree with the performance or rendering of the SERVICES herein provided. VENDOR further represents and warrants that in the performance of this Agreement, no person having such interest or possible interest shall be employed by it and that no elected official or other officer or employee of the CITY, nor any person whose salary is payable, in whole

or in part, by the CITY, or any corporation, partnership or association in which such official, officer or employee is directly or indirectly interested shall have any such interest, direct or indirect, in this Agreement or in the proceeds thereof, unless such person submits a letter disclosing such an interest, or the appearance or potential of same, to the City Manager and a copy to the Corporation Counsel of the CITY in advance of the negotiation and execution of this Agreement.

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

ARTICLE 7. INDEPENDENT CONTRACTOR

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

In accordance with such status as independent contractor, VENDOR covenants and agrees that neither it nor its employees or agents will hold themselves out as, nor claim to be officers or employees of the CITY, or of any department, agency or

unit thereof by reason hereof, and that they will not, by reason hereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the CITY including, but not limited to, Worker's Compensation coverage, health coverage, Unemployment Insurance Benefits, Social Security coverage or employee retirement membership or credit.

ARTICLE 9. ASSIGNMENT AND SUBCONTRACTING

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

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

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

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

ARTICLE 10. BOOKS AND RECORDS

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

ARTICLE 11. RETENTION OF RECORDS

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

ARTICLE 12. AUDIT BY THE CITY AND OTHERS

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

requirements and/or requests have not been satisfactorily met.

ARTICLE 13. INSURANCE

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

To the extent it is commercially available, each policy of insurance shall be provided on an "occurrence" basis. If any insurance is not so commercially available on an "occurrence" basis, it shall be provided on a "claims made" basis, and all such "claims made" policies shall provide that:

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

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

C. If the insurance is terminated for any reason, VENDOR agrees to purchase an

unlimited extended reporting provision to report claims arising from the SERVICES performed or goods provided for the CITY; and

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

ARTICLE 14. INDEMNIFICATION

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

ARTICLE 15. PROTECTION OF CITY PROPERTY

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

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

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

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

ARTICLE 16. CONFIDENTIAL INFORMATION

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

ARTICLE 17. TERMINATION

The CITY may, by written notice to VENDOR effective thirty (30) days after mailing, terminate this Agreement in whole or in part at any time (i) for CITY'S convenience, (ii) upon the failure of VENDOR to comply with any of the terms or conditions of this agreement, or (iii) upon the VENDOR becoming insolvent or bankrupt. The VENDOR may, by written notice to CITY effective thirty (30) days after mailing terminate this Agreement in whole or in part at any time (i) for VENDOR'S convenience, (ii) upon the failure of the

CITY to comply with any terms and conditions of this Agreement, or (iii) upon the City becoming insolvent or bankrupt.

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

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

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

In the event either party terminates this Agreement, as provided in this Article, the CITY may procure, upon such terms and in such manner as deemed appropriate, SERVICES similar to those so terminated,

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

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

ARTICLE 18. GENERAL RELEASE

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

the CITY from any and all claims of VENDOR arising out of the performance of this Agreement.

ARTICLE 19. SET-OFF RIGHTS

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

ARTICLE 20. NO ARBITRATION

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

ARTICLE 21. GOVERNING LAW

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

ARTICLE 22. CURRENT OR FORMER CITY EMPLOYEES

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

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

ARTICLE 23. ENTIRE AGREEMENT

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

ARTICLE 24. MODIFICATION

No changes, amendments or modifications of any of the terms and/or conditions of this Agreement shall be valid unless reduced to writing and signed by the party to be bound. Changes in the scope of SERVICES in this Agreement shall not be binding, and no payment shall be due in connection therewith, unless prior to the performance of any such SERVICES, the City Manager of the CITY, after consultation with the

Department Head and Corporation Counsel, executes an Addendum or Change Order to this Agreement, which Addendum or Change Order shall specifically set forth the scope of such extra or additional SERVICES and the amount of compensation and the extension of the time for performance, if any, for any such SERVICES. Unless otherwise

specifically provided for therein, the provisions of this Agreement shall apply with full force and effect to the terms and conditions contained in such Addendum or Change Order.

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

THE CITY OF NEWBURGH

VENDOR

BY: _____
RICHARD F. HERBEK
ACTING CITY MANAGER

BY: _____
J. DWIGHT HADLEY
TITLE: CPA

DATE: _____

DATE: _____

APPROVED AS TO FORM:

MICHELLE KELSON,
Corporation Counsel

CHERYL A. GROSS,
City Comptroller

SCHEDULE A
SCOPE OF SERVICES

SCOPE OF SERVICES (July - December 2011)

I shall be available, upon request of the City Manager and the City Comptroller, a minimum of sixteen (16) hours per week and will provide the City professional consulting services focused on the following areas:

- Provide assistance in preparing the multi-year financial forecast and related reports required by and addressing issues related to the Newburgh Fiscal Stability Authority (NFAS).
- Provide assistance in preparing documents and coordination with fiscal advisor, bond counsel, and rating agencies for debt issues to be financed in August and November.
- Provide input and support regarding the negotiations of union contracts and related personnel policies and procedures.
- Provide assistance with resolving prior year open audit issues with the U.S. Department of Urban Renewal.
- Provide assistance in preparing and evaluating a RFP regarding refuse collection.
- Provide assistance on identifying revenue enhancements and cost reductions that can be implemented during 2011-12, including specifically parking revenue opportunities.
- Provide assistance in completing the establishment of the various grants, capital projects and the fixed asset records required to be maintain by the City.
- Provide assistance of preparing operating and capital budgets for 2012.
- Provide training and instruction to Finance Department staff in recording financial transactions, establishing appropriate internal controls, and preparing timely budget and financial statements.
- Such other financial services mutually agreed to with the City Manager.

SCHEDULE B

FEES AND EXPENSES

RATE: In consideration for the consulting services described in Schedule "A" above, the CITY shall pay the VENDOR at the rate of seventy (\$70.00) dollars per hour plus expenses, as outlined in the Budget for Financial Assistance attached hereto, payable within fourteen (14) days after invoices for such services rendered are received by the City.

EXPENSES: The CITY will reimburse the VENDOR for reasonable and necessary travel, meals, lodging and incidental expenses incurred in traveling to/from the City of Newburgh. Any request by the CITY to travel to other locations beyond the City's geographic boundaries shall be pre-approved in writing by the CITY. Written documentation and receipts itemizing by date incurred all amounts expended will be submitted for reimbursement within fourteen (14) days of receipt by City.

In consideration for the consulting services described in Schedule "A" above, the CITY shall pay the VENDOR at the rate of seventy (\$70.00) dollars per hour plus expenses, as outlined in the Budget for Financial Assistance attached hereto, payable within fourteen (14) days after invoices for such services rendered are received by the City.

The CITY will reimburse the VENDOR for reasonable and necessary travel, meals, lodging and incidental expenses incurred in traveling to/from the City of Newburgh. Any request by the CITY to travel to other locations beyond the City's geographic boundaries shall be pre-approved in writing by the CITY. Written documentation and receipts itemizing by date incurred all amounts expended will be submitted for reimbursement within fourteen (14) days of receipt by City.

The CITY will reimburse the VENDOR for reasonable and necessary travel, meals, lodging and incidental expenses incurred in traveling to/from the City of Newburgh. Any request by the CITY to travel to other locations beyond the City's geographic boundaries shall be pre-approved in writing by the CITY. Written documentation and receipts itemizing by date incurred all amounts expended will be submitted for reimbursement within fourteen (14) days of receipt by City.

BUDGET FOR FINANCIAL ASSISTANCE

For the period July 1 through October 31, 2011

		Estimated
		<u>Hours</u>
A.	HUD Financial Audit.....	80
B.	Collective Bargaining.....	80
C.	Capital Projects and Related Debt.....	80
D.	Mid-Broadway Project.....	20
E.	Sanitation RFP.....	20
F.	IDA.....	40
G.	Newburgh Recovery Act.....	<u>20</u>
Total		<u>340</u>

Estimated Costs:	<u>CDBG</u>	<u>CITY</u>
Services at \$70.00/hour	\$5,600	\$18,200
Expenses – Mileage, Hotel and Meals	<u>500</u>	<u>1,900</u>
Total	<u>\$6,100</u>	<u>\$20,100</u>

RESOLUTION NO.: 137 - 2011

OF

JULY 11, 2011

RESOLUTION AMENDING RESOLUTION NO: 264-2010,
THE AMENDED 2011 BUDGET FOR THE CITY OF NEWBURGH, NEW YORK
TO TRANSFER \$20,100.00 FROM CONTINGENCY
TO COMPTROLLER TO FUND CONSULTING
SERVICES FOR J. DWIGHT HADLEY, CPA

BE IT RESOLVED, that Resolution No: 264-2010; the 2011 Amended Budget of the City of Newburgh, is hereby amended as follows:

		<u>Decrease</u>	<u>Increase</u>
Contingency	A.1900.1990	\$20,100.00	
Comptroller Consultant Services	A.1315.0455		\$20,100.00

RESOLUTION NO.: 138 - 2011

OF

JULY 11, 2011

RESOLUTION AMENDING RESOLUTION NO: 264-2010,
THE AMENDED 2011 BUDGET FOR THE CITY OF NEWBURGH, NEW YORK
TO AUTHORIZE TAX REFUNDS FOR THE FISCAL YEARS 2009 AND 2010
FOR A TAX CERTIORARI PROCEEDING INVOLVING
PAUL & JOSEPH MANAGEMENT INC.

WHEREAS, the City Council by Resolution No. 8-2011 of January 10, 2011 approved a Consent Judgment in connection with the Tax Certiorari Proceedings against the City of Newburgh involving Section 58, Block 1, Lots 1.48, 1.-7, 1.17, 1.-25, 1.-27 AND 1.-28 (PAUL & JOSEPH MANAGEMENT, INC.); and

WHEREAS, it is necessary to issue tax refunds for the fiscal years 2009 and 2010 due to the correction of assessment pursuant to the Consent Judgment;

NOW, THEREFORE BE IT RESOLVED, that Resolution No: 264-2010, the 2011 Amended Budget of the City of Newburgh, is hereby amended as follows:

Fiscal Year 2009		Increase	Decrease
Refunds	A.1900.1965	\$512.94	
Contingency	A.1900.1990		\$512.94
Fiscal Year 2010			
Refunds	A.1900.1965	\$996.89	
Contingency	A.1900.1990		\$996.89

VOUCHER

SPACE BELOW FOR CITY USE

CITY OF NEWBURGH
BUREAU OF AUDIT AND CONTROL
83 BROADWAY
NEWBURGH, NEW YORK

VOUCHER NO. _____
CHECK NO. _____
DATE PAID ____/____/____

VOUCHER NO. _____	
CH BCK NO. _____	DATE PAID ____/____/____
PURCHASE ORDER NO. _____	
DATE RECEIVED: _____	
A1980.1465	
TOTAL 512.94	
POSTED	
APPN	CE

CLAIMANT'S NAME AND ADDRESS: Paul & Joseph Management Inc.
54 Wilshire Drive
Chestnut Ridge, NY 10977-7030

DEPOSIT: _____

TERMS _____

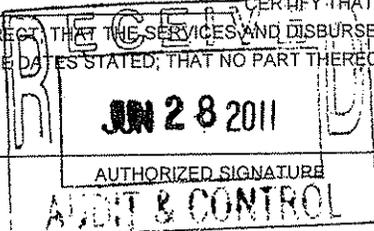
CLAIMANTS INVOICE # _____

DATE	QUANTITY	DESCRIPTION OF MATERIALS OR SERVICES	UNIT PRICE	AMOUNT
06/23/11		2009 City and County Tax ----- City Portion ONLY 44 Johnes Correction to Assessment		
		<i>Paid Corrected Amt.</i>	<i>Refund</i>	
	58-1-1.-27	1282.96	1202.56	80.40
	58-1-1.-07	1128.15	1039.79	88.36
	58-1-1.-17	1179.97	1086.29	93.68
	58-1-1.-48	1473.64	1375.30	98.34
	58-1-1.-28	1142.77	1069.68	73.09
	58-1-1.-25	1231.80	1152.73	79.07
			TOTAL:	512.94

CLAIMANT'S CERTIFICATION

I, _____ CERTIFY THAT THE FOREGOING ACCOUNT IN THE AMOUNT OF \$ _____ IS TRUE AND CORRECT THAT THE SERVICES AND DISBURSEMENTS CHARGED THEREIN WERE RENDERED TO OR FOR THE CITY OF NEWBURGH ON THE DATES STATED; THAT NO PART THEREOF HAS BEEN PAID OR SATISFIED; AND THAT THE AMOUNT CLAIMED IS ACTUALLY DUE.

DATE: ____/____/____ AUTHORIZED SIGNATURE: _____ TITLE: _____ FEDERAL ID OR SOCIAL SECURITY # (9 DIGITS): _____



DEPARTMENT APPROVAL
THE ABOVE SERVICES OR MATERIALS HAVE BEEN RENDERED OR FURNISHED TO THE CITY OF NEWBURGH AND THE CHARGES ARE CORRECT.
6/23/11 *Mary Lee Peter*
DATE AUTHORIZED OFFICIAL

APPROVED FOR PAYMENT
I HEREBY APPROVE THIS CLAIM AND ORDER IT PAID FROM THE APPROPRIATIONS INDICATED ABOVE.
____/____/____
DATE COMPTROLLER OR CITY MANAGER

**STATEMENT OF CITY TAXES
CITY OF NEWBURGH**

Bill No. 002864
Sequence No. 1959

* For Fiscal Year 01/01/2009 to 12/31/2009 * Warrant Date 12/29/2008

Page No. 1

MAKE CHECKS PAYABLE TO

, City Collector
83 Broadway
Newburgh, NY 12550

(PH)

Paul & Joseph Management Inc
54 Wilshire Dr
Chestnut Ridge, NY 10977-7030

TO PAY IN PERSON

TOWN HALL
83 Broadway
Newburgh, NY 12550
8:30AM-4PM DAILY

181,000
69,400

111,600

SWIS S/B/L ADDRESS & LEGAL DESCRIPTION

331100 58-1-1.-27
Address: 44 Johnes St
Muni: Newburgh
School: Newburgh Csd
Class: 1 Family Res Roll Sect.: 1
Parcel Acreage: .01
Account No.: 161327
Bank Code:
Estimated State CNTY 89,491,676 CITY
Aid: 5,100,000

181,000

PROPERTY TAXPAYER'S BILL OF RIGHTS

The assessor estimates the Full Market Value of this property as of July 1, 2008 was:

193,100

The Total Assessed Value of this property is:

~~193,100~~

The Uniform Percentage of Value used to establish assessments in your municipality was:

100.00 %

If you feel your assessment is too high, you have the right to seek a reduction in the future. For further information, please ask your assessor for the booklet "How to File a complaint on Your Assessment". Please note that the period for filling a complaint on the above assessment has passed.

Exemption	Value	Full Value	Purpose	Exemption	Value	Full Value	Purpose	Exemption	Value	Full Value	Purpose
CONDO C/S	69,400	69,400	CO/SCHOOL								

PROPERTY TAXES

Taxing Purpose	Total Tax Levy	% Change From Prior Year	Taxable Assessed Value or Units	Rates per \$1,000 or per Unit	Tax Amount
COUNTY	119,503,262	-1.5	123,700.00 <i>111,600</i>	2.958600	365.98
CITY	12,348,739	2.8	193,100.00	6.644000	1,282.96

330.18
1202.56

• **HOMESTEAD PARCEL**

1532.74

TOTAL TAX DUE: \$ 1,648.94

Apply For Third Party Notification By: 07/15/2009

Taxes paid by _____ CA CH

RECEIVER'S STUB MUST BE RETURNED WITH PAYMENT. FOR A RECEIPT OF PAYMENT RETURN ENTIRE BILL.

RECEIVER'S STUB

Bill No. 002864
331100 58-1-1.-27
Bank Code

CITY OF: Newburgh
SCHOOL: Newburgh Csd
Property Address: Chestnut Ridge, NY 10977-7030

Payment Dates

<i>1/29/09</i>	02/10/2009	549.66
<i>4/28/09</i>	05/05/2009	549.64
<i>6/23/09</i>	07/07/2009	549.64

Paul & Joseph Management Inc
54 Wilshire Dr
Chestnut Ridge, NY 10977-7030

**TOTAL TAX DUE:
\$1,648.94**

**STATEMENT OF CITY TAXES
CITY OF NEWBURGH**

Bill No. 002844
Sequence No. 1945
Page No. 1

* For Fiscal Year 01/01/2009 to 12/31/2009 * Warrant Date 12/29/2008

MAKE CHECKS PAYABLE TO:

, City Collector
83 Broadway
Newburgh, NY 12550

(PH)

Paul & Joseph Management Inc
54 Wilshire Dr
Chestnut Ridge, NY 10977-7030

TO PAY IN PERSON

TOWN HALL
83 Broadway
Newburgh, NY 12550
8:30AM-4PM DAILY

*136,500
61,000

95,500*

SWIS S/B/L ADDRESS & LEGAL DESCRIPTION

331100 58-1-1.-7
Address: 44 Johnes St
Muni: Newburgh
School: Newburgh Csd
Class: 1 Family Res Roll Sect.: 1
Parcel Acreage: .01
Account No.: 161307
Bank Code:
Estimated State CNTY 89,491,676 CITY
Aid: 5,100,000

136,500

PROPERTY TAXPAYER'S BILL OF RIGHTS

The assessor estimates the Full Market Value of this property as of July 1, 2008 was:

The Total Assessed Value of this property is:

The Uniform Percentage of Value used to establish assessments in your municipality was:

*169,800
169,800
100.00 %*

If you feel your assessment is too high, you have the right to seek a reduction in the future. For further information, please ask your assessor for the booklet "How to File a complaint on Your Assessment". Please note that the period for filling a complaint on the above assessment has passed.

<u>Exemption</u>	<u>Value</u>	<u>Full Value</u>	<u>Purpose</u>	<u>Exemption</u>	<u>Value</u>	<u>Full Value</u>	<u>Purpose</u>	<u>Exemption</u>	<u>Value</u>	<u>Full Value</u>	<u>Purpose</u>
CONDO C/S	61,000	61,000	CO/SCHOOL								

PROPERTY TAXES

<u>Taxing Purpose</u>	<u>Total Tax Levy</u>	<u>% Change From Prior Year</u>	<u>Taxable Assessed Value or Units</u>	<u>Rates per \$1,000 or per Unit</u>	<u>Tax Amount</u>
COUNTY	119,503,262	-1.5	108,800.00 <i>95,500</i>	2.958600	321.90 <i>282.55</i>
CITY	12,348,739	2.8	169,800.00	6.644000	1,128.15 <i>1039.79</i>

• ****HOMESTEAD PARCEL****

1322.34

TOTAL TAX DUE: \$1,450.05

Apply For Third Party Notification By: 07/15/2009

Taxes paid by _____ CA CH

RECEIVER'S STUB MUST BE RETURNED WITH PAYMENT. FOR A RECEIPT OF PAYMENT RETURN ENTIRE BILL .

RECEIVER'S STUB

Bill No. 002844
331100 58-1-1.-7
Bank Code

CITY OF: Newburgh
SCHOOL: Newburgh Csd
Property Address: Chestnut Ridge, NY 10977-7030

Payment Dates

Paul & Joseph Management Inc
54 Wilshire Dr
Chestnut Ridge, NY 10977-7030

1/29/09 02/10/2009 483.35
4/28/09 05/05/2009 483.35
6/23/09 07/07/2009 483.35

**TOTAL TAX DUE:
\$1,450.05**

**STATEMENT OF CITY TAXES
CITY OF NEWBURGH**

Bill No. 002854
Sequence No. 1952

* For Fiscal Year 01/01/2009 to 12/31/2009 * Warrant Date 12/29/2008

Page No. 1

MAKE CHECKS PAYABLE TO

, City Collector
83 Broadway
Newburgh, NY 12550

(PH)

Paul & Joseph Management Inc
54 Wilshire Dr Unit 207J
Chestnut Ridge, NY 10977-7030

TO PAY IN PERSON

TOWN HALL
83 Broadway
Newburgh, NY 12550
8:30AM-4PM DAILY

*163,500
63,800

99,700*

SWIS S/B/L ADDRESS & LEGAL DESCRIPTION

331100 58-1-1.-17
Address: 44 Johnes St
Muni: Newburgh
School: Newburgh Csd
Class: 1 Family Res Roll Sect.: 1
Parcel Acreage: .01
Account No.: 161317
Bank Code:
Estimated State CNTY 89,491,676 CITY
Aid: 5,100,000

163,500

PROPERTY TAXPAYER'S BILL OF RIGHTS

The assessor estimates the **Full Market Value** of this property as of July 1, 2008 was: 177,600
The **Total Assessed Value** of this property is: 177,600
The **Uniform Percentage of Value** used to establish assessments in your municipality was: 100.00 %

If you feel your assessment is too high, you have the right to seek a reduction in the future. For further information, please ask your assessor for the booklet "How to File a complaint on Your Assessment". Please note that the period for filling a complaint on the above assessment has passed.

Exemption	Value	Full Value	Purpose	Exemption	Value	Full Value	Purpose	Exemption	Value	Full Value	Purpose
CONDO C/S	63,800	63,800	CO/SCHOOL								

PROPERTY TAXES

Taxing Purpose	Total Tax Levy	% Change From Prior Year	Taxable Assessed Value or Units	Rates per \$1,000 or per Unit	Tax Amount
COUNTY	119,503,262	-1.5	113,800.00	2.958600	336.69
CITY	12,348,739	2.8	177,600.00	6.644000	1,179.97

99,700
294.97
1086.59

• ****HOMESTEAD PARCEL****

1381.26

TOTAL TAX DUE: \$1,516.66

Apply For Third Party Notification By: 07/15/2009

Taxes paid by _____ CA CH

RECEIVER'S STUB MUST BE RETURNED WITH PAYMENT. FOR A RECEIPT OF PAYMENT RETURN ENTIRE BILL .

RECEIVER'S STUB

Bill No. 002854
331100 58-1-1.-17
Bank Code

CITY OF: Newburgh
SCHOOL: Newburgh Csd
Property Address: Chestnut Ridge, NY 10977-7030

Payment Dates

Paul & Joseph Management Inc
54 Wilshire Dr Unit 207J
Chestnut Ridge, NY 10977-7030

1/29/09 02/10/2009 505.56
4/28/09 05/05/2009 505.55
6/23/09 07/07/2009 505.55

**TOTAL TAX DUE:
\$1,516.66**

**STATEMENT OF CITY TAXES
CITY OF NEWBURGH**

Bill No. 002885
Sequence No. 1969

* For Fiscal Year 01/01/2009 to 12/31/2009 * Warrant Date 12/29/2008

Page No. 1

MAKE CHECKS PAYABLE TO

, City Collector
83 Broadway
Newburgh, NY 12550

(PH)

Paul & Joseph Management Inc
54 Wilshire Dr
Chestnut Ridge, NY 10977

TO PAY IN PERSON

TOWN HALL
83 Broadway
Newburgh, NY 12550
8:30AM-4PM DAILY

221,800
84,000
123,000

SWIS S/B/L ADDRESS & LEGAL DESCRIPTION

331100 58-1-1.-48
Address: 70 Johnes St
Muni: Newburgh
School: Newburgh Csd
Class: 1 Family Res Roll Sect.: 1
Parcel Acreage: .01
Account No.: 161348
Bank Code:
Estimated State CNTY 89,491,676 CITY
Aid: 5,100,000

PROPERTY TAXPAYER'S BILL OF RIGHTS

The assessor estimates the **Full Market Value** of this property as of July 1, 2008 was:

The **Total Assessed Value** of this property is:

The **Uniform Percentage of Value** used to establish assessments in your municipality was:

If you feel your assessment is too high, you have the right to seek a reduction in the future. For further information, please ask your assessor for the booklet "How to File a complaint on Your Assessment". Please note that the period for filling a complaint on the above assessment has passed.

207,000
221,800
221,800
100.00 %

<u>Exemption</u>	<u>Value</u>	<u>Full Value</u>	<u>Purpose</u>	<u>Exemption</u>	<u>Value</u>	<u>Full Value</u>	<u>Purpose</u>	<u>Exemption</u>	<u>Value</u>	<u>Full Value</u>	<u>Purpose</u>
CONDO C/S	84,000	84,000	CO/SCHOOL								

PROPERTY TAXES

<u>Taxing Purpose</u>	<u>Total Tax Levy</u>	<u>% Change From Prior Year</u>	<u>Taxable Assessed Value or Units</u>	<u>Rates per \$1,000 or per Unit</u>	<u>Tax Amount</u>
COUNTY	119,503,262	-1.5	137,800.00	2.958600	407.70
CITY	12,348,739	2.8	221,800.00	6.644000	1,473.64

123,000

363.91
1,375.30

1739.21

• ****HOMESTEAD PARCEL****

TOTAL TAX DUE: \$ 1,881.34

Apply For Third Party Notification By: **07/15/2009**

Taxes paid by _____ CA CH

RECEIVER'S STUB MUST BE RETURNED WITH PAYMENT. FOR A RECEIPT OF PAYMENT RETURN ENTIRE BILL.

RECEIVER'S STUB

Bill No. 002885
331100 58-1-1.-48
Bank Code

CITY OF: Newburgh
SCHOOL: Newburgh Csd
Property Address: Chestnut Ridge, NY 10977

Payment Dates

1/29/09 02/10/2009 627.12
4/22/09 05/05/2009 627.11
6/23/09 07/07/2009 627.11

**TOTAL TAX DUE:
\$1,881.34**

Paul & Joseph Management Inc
54 Wilshire Dr
Chestnut Ridge, NY 10977

**STATEMENT OF CITY TAXES
CITY OF NEWBURGH**

Bill No. 002865
Sequence No. 1960
Page No. 1

* For Fiscal Year 01/01/2009 to 12/31/2009 * Warrant Date 12/29/2008

MAKE CHECKS PAYABLE TO

, City Collector
83 Broadway
Newburgh, NY 12550

(PH)

Paul & Joseph Management Inc
54 Wilshire Dr
Chestnut Ridge, NY 10977

TO PAY IN PERSON

TOWN HALL
83 Broadway
Newburgh, NY 12550
8:30AM-4PM DAILY

*161,000
61,800

99,200*

SWIS S/B/L ADDRESS & LEGAL DESCRIPTION

331100 58-1-1.-28
Address: 44 Johnes St
Muni: Newburgh
School: Newburgh Csd
Class: 1 Family Res Roll Sect.: 1
Parcel Acreage: .01
Account No.: 161328
Bank Code:
Estimated State CNTY 89,491,676 CITY
Aid: 5,100,000

161,000

PROPERTY TAXPAYER'S BILL OF RIGHTS

The assessor estimates the **Full Market Value** of this property as of July 1, 2008 was:

The **Total Assessed Value** of this property is:

The **Uniform Percentage of Value** used to establish assessments in your municipality was:

If you feel your assessment is too high, you have the right to seek a reduction in the future. For further information, please ask your assessor for the booklet "How to File a complaint on Your Assessment". Please note that the period for filing a complaint on the above assessment has passed.

172,000
~~172,000~~
100.00 %

Exemption	Value	Full Value	Purpose	Exemption	Value	Full Value	Purpose	Exemption	Value	Full Value	Purpose
CONDO C/S	61,800	61,800	CO/SCHOOL								

PROPERTY TAXES

Taxing Purpose	Total Tax Levy	% Change From Prior Year	Taxable Assessed Value or Units	Rates per \$1,000 or per Unit	Tax Amount
COUNTY	119,503,262	-1.5	110,200.00	2.958600	326.04
CITY	12,348,739	2.8	172,000.00	6.644000	1,142.77

99,200 *293.50*

1069.68

• ****HOMESTEAD PARCEL****

1363.18

TOTAL TAX DUE: \$ 1,468.81

Apply For Third Party Notification By: 07/15/2009

Taxes paid by _____ CA CH

RECEIVER'S STUB MUST BE RETURNED WITH PAYMENT. FOR A RECEIPT OF PAYMENT RETURN ENTIRE BILL .

RECEIVER'S STUB

Bill No. 002865
331100 58-1-1.-28
Bank Code

CITY OF: Newburgh
SCHOOL: Newburgh Csd
Property Address: Chestnut Ridge, NY 10977

Paul & Joseph Management Inc
54 Wilshire Dr
Chestnut Ridge, NY 10977

Payment Dates		
<i>1/29/09</i>	02/10/2009	489.61
<i>4/25/09</i>	05/05/2009	489.60
<i>6/23/09</i>	07/07/2009	489.60

**TOTAL TAX DUE:
\$1,468.81**

**STATEMENT OF CITY TAXES
CITY OF NEWBURGH**

Bill No. 002862
Sequence No. 1957

* For Fiscal Year 01/01/2009 to 12/31/2009 * Warrant Date 12/29/2008

Page No. 1

MAKE CHECKS PAYABLE TO

, City Collector
83 Broadway
Newburgh, NY 12550

(PH)

Paul & Joseph Management Inc
54 Wilshire Dr
Chestnut Ridge, NY 10977-7030

*173,500
66,600

106,900*

TO PAY IN PERSON

TOWN HALL
83 Broadway
Newburgh, NY 12550
8:30AM-4PM DAILY

SWIS S/B/L ADDRESS & LEGAL DESCRIPTION

331100 58-1-1.-25
Address: 44 Johns St
Muni: Newburgh
School: Newburgh Csd
Class: 1 Family Res Roll Sect.: 1
Parcel Acreage: .01
Account No.: 161325
Bank Code:
Estimated State Aid: CNTY 89,491,676 CITY 5,100,000

173,500

PROPERTY TAXPAYER'S BILL OF RIGHTS

The assessor estimates the **Full Market Value** of this property as of July 1, 2008 was:

The **Total Assessed Value** of this property is:

The **Uniform Percentage of Value** used to establish assessments in your municipality was:

If you feel your assessment is too high, you have the right to seek a reduction in the future. For further information, please ask your assessor for the booklet "How to File a complaint on Your Assessment". Please note that the period for filling a complaint on the above assessment has passed.

*185,400
185,400
100.00 %*

Exemption	Value	Full Value	Purpose	Exemption	Value	Full Value	Purpose	Exemption	Value	Full Value	Purpose
CONDO C/S	66,600	66,600	CO/SCHOOL								

PROPERTY TAXES

Taxing Purpose	Total Tax Levy	% Change From Prior Year	Taxable Assessed Value or Units	Rates per \$1,000 or per Unit	Tax Amount
COUNTY	119,503,262	-1.5	118,800.00 <i>106,900</i>	2.958600	351.48 <i>316.27</i>
CITY	12,348,739	2.8	185,400.00	6.644000	1,231.80 <i>1152.73</i>

• ****HOMESTEAD PARCEL****

1469.00

TOTAL TAX DUE: \$ 1,583.28

Apply For Third Party Notification By: 07/15/2009

Taxes paid by _____ CA CH

RECEIVER'S STUB MUST BE RETURNED WITH PAYMENT. FOR A RECEIPT OF PAYMENT RETURN ENTIRE BILL .

RECEIVER'S STUB

Bill No. 002862
331100 58-1-1.-25
Bank Code

CITY OF: Newburgh
SCHOOL: Newburgh Csd
Property Address: Chestnut Ridge, NY 10977-7030

Paul & Joseph Management Inc
54 Wilshire Dr
Chestnut Ridge, NY 10977-7030

Payment Dates

1/29/09 02/10/2009 527.76
4/28/09 05/05/2009 527.76
6/23/09 07/07/2009 527.76

**TOTAL TAX DUE:
\$1,583.28**

VOUCHER

SPACE BELOW FOR CITY USE

CITY OF NEWBURGH
BUREAU OF AUDIT AND CONTROL
83 BROADWAY
NEWBURGH, NEW YORK

CLAIMANT'S NAME AND ADDRESS: Paul & Joseph Management Inc. 54 Wilshire Drive Chestnut Ridge, NY 10977-7030

VOUCHER NO. _____
 CH BCK NO. _____ DATE PAID 1/1
 PURCHASE ORDER NO. _____
 DATE RECEIVED: 1/19/11
 TOTAL 996.89
 POSTED
 APPN _____ CE _____

VOUCHER NO. _____
 CHECK NO. _____
 DATE PAID 1/1

DEPOSIT:

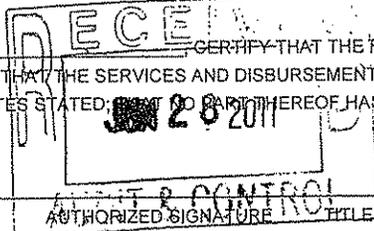
TERMS _____

CLAIMANTS INVOICE # _____

DATE	QUANTITY	DESCRIPTION OF MATERIALS OR SERVICES	UNIT PRICE	AMOUNT
06/23/11		2010 City and County Tax — City portion Only 44 Johnes Correction to Assessment		
		<i>Paid Corrected Amt Refund</i>		
	58-1-1-27	1439.13 1239.92		199.21
	58-1-1-27	1108.48 991.93		116.55
	58-1-1-17	1314.31 1144.85		169.46
	58-1-1-48	1735.88 1599.50		136.38
	58-1-1-28	1276.29 1115.92		160.37
	58-1-1-25	1380.44 1165.52		214.92
				<u>996.89</u>
		TOTAL:		996.89

CLAIMANT'S CERTIFICATION

I, _____ CERTIFY THAT THE FOREGOING ACCOUNT IN THE AMOUNT OF \$ _____ IS TRUE AND CORRECT; THAT THE SERVICES AND DISBURSEMENTS CHARGED THEREIN WERE RENDERED TO OR FOR THE CITY OF NEWBURGH ON THE DATES STATED; THAT NO PART THEREOF HAS BEEN PAID OR SATISFIED; AND THAT THE AMOUNT CLAIMED IS ACTUALLY DUE.



DATE: 1/1 AUTHORIZED SIGNATURE: _____ TITLE: _____ FEDERAL ID OR SOCIAL SECURITY # (9 DIGITS): _____

SPACE BELOW FOR CITY USE

DEPARTMENT APPROVAL
 THE ABOVE SERVICES OR MATERIALS HAVE BEEN RENDERED OR FURNISHED TO THE CITY OF NEWBURGH AND THE CHARGES ARE CORRECT.
6/23/11 *Mary Lee Pitts*
 DATE AUTHORIZED OFFICIAL

APPROVED FOR PAYMENT
 I HEREBY APPROVE THIS CLAIM AND ORDER IT PAID FROM THE APPROPRIATIONS INDICATED ABOVE.

 DATE COMPTROLLER OR CITY MANAGER

**STATEMENT OF TOWN TAXES
CITY OF NEWBURGH**

Bill No. 002853
Sequence No. 1855

* For Fiscal Year 01/01/2010 to 12/31/2010 * Warrant Date 12/29/2009

Page No. 1

MAKE CHECKS PAYABLE TO

TO PAY IN PERSON

SWIS S/B/L ADDRESS & LEGAL DESCRIPTION

(PH)

Paul & Joseph Management Inc
54 Wilshire Dr
Chestnut Ridge, NY 10977-7030

TOWN HALL

8:30AM-4PM DAILY

331100 58-1-1.-27
Address: 44 Johnes St
Muni: Newburgh
School: Newburgh Csd
Class: 1 Family Res Roll Sect.: 1
Parcel Acreage: .01
Account No.: 161327
Bank Code:
Estimated State CNTY 93,415,057 CITY
Aid: 4,848,886

*150,000
110,000

40,000*

*150,000
174,100

174,100
100.00 %*

PROPERTY TAXPAYER'S BILL OF RIGHTS

The assessor estimates the Full Market Value of this property as of July 1, 2009 was:
The Total Assessed Value of this property is:
The Uniform Percentage of Value used to establish assessments in your municipality was:
If you feel your assessment is too high, you have the right to seek a reduction in the future. For further information, please ask your assessor for the booklet "How to File a complaint on Your Assessment". Please note that the period for filling a complaint on the above assessment has passed.

Exemption	Value	Full Value	Purpose	Exemption	Value	Full Value	Purpose	Exemption	Value	Full Value	Purpose
CONDO C/S	110,000	110,000	CO/SCHOOL								

PROPERTY TAXES	Total Tax Levy	% Change From Prior Year	Taxable Assessed Value or Units	Rates per \$1,000 or per Unit	Tax Amount
COUNTY	112,543,012	-5.8	64,100.00	2.962300	189.88
CITY	13,203,274	6.9	174,100.00	8.266100	1,439.13
					<i>1358.41</i>

• **HOMESTEAD PARCEL**

TOTAL TAX DUE: \$ 1,629.01

Apply For Third Party Notification By: 07/15/2010

Taxes paid by: _____ CA CH

RECEIVER'S STUB MUST BE RETURNED WITH PAYMENT. FOR A RECEIPT OF PAYMENT RETURN ENTIRE BILL .

RECEIVER'S STUB

Bill No. 002853
331100 58-1-1.-27
Bank Code

CITY OF: Newburgh
SCHOOL: Newburgh Csd
Property Address: Chestnut Ridge, NY 10977-7030

Paul & Joseph Management Inc
54 Wilshire Dr
Chestnut Ridge, NY 10977-7030

Payment Dates	
<i>pd. 1/8/10</i>	02/09/2010 543.01
<i>4/26/10</i>	05/04/2010 543.00
<i>6/24/10</i>	07/06/2010 543.00

TOTAL TAX DUE: \$1,629.01

**STATEMENT OF TOWN TAXES
CITY OF NEWBURGH**

Bill No. 002833
Sequence No. 1842

* For Fiscal Year 01/01/2010 to 12/31/2010 * Warrant Date 12/29/2009

Page No. 1

MAKE CHECKS PAYABLE TO

TO PAY IN PERSON

SWIS S/B/L ADDRESS & LEGAL DESCRIPTION

(PH)

Paul & Joseph Management Inc
54 Wilshire Dr
Chestnut Ridge, NY 10977-7030

TOWN HALL

8:30AM-4PM DAILY

331100 58-1-1.-7
Address: 44 Johnes St
Muni: Newburgh
School: Newburgh Csd
Class: 1 Family Res Roll Sect.: 1
Parcel Acreage: .01
Account No.: 161307
Bank Code:
Estimated State Aid: CNTY 93,415,057 CITY 4,848,886

Handwritten:
120,000.00
- 78,000.00

42,000.00

Handwritten:
120,000
134,100
184,100
100.00 %

PROPERTY TAXPAYER'S BILL OF RIGHTS

The assessor estimates the Full Market Value of this property as of July 1, 2009 was:

The Total Assessed Value of this property is:

The Uniform Percentage of Value used to establish assessments in your municipality was:

If you feel your assessment is too high, you have the right to seek a reduction in the future. For further information, please ask your assessor for the booklet "How to File a complaint on Your Assessment". Please note that the period for filling a complaint on the above assessment has passed.

Exemption	Value	Full Value	Purpose	Exemption	Value	Full Value	Purpose	Exemption	Value	Full Value	Purpose
CONDO C/S	78,000	78,000	CO/SCHOOL								

PROPERTY TAXES

Taxing Purpose	Total Tax Levy	% Change From Prior Year	Taxable Assessed Value or Units	Rates per \$1,000 or per Unit	Tax Amount
COUNTY	112,543,012	-5.8	56,100.00 <i>42,000</i>	2.962300	166.19 <i>124.42</i>
CITY	13,203,274	6.9	134,100.00	8.266100	1,108.48 <i>991.93</i>

• ****HOMESTEAD PARCEL****

Handwritten: 1116.35

TOTAL TAX DUE: \$ 1,274.67

Apply For Third Party Notification By: 07/15/2010

Taxes paid by _____ CA CH

RECEIVER'S STUB MUST BE RETURNED WITH PAYMENT. FOR A RECEIPT OF PAYMENT RETURN ENTIRE BILL .

RECEIVER'S STUB

Bill No. 002833
331100 58-1-1.-7
Bank Code

CITY OF: Newburgh
SCHOOL: Newburgh Csd
Property Address: Chestnut Ridge, NY 10977-7030

Payment Dates	
02/09/2010	424.89
05/04/2010	424.89
07/06/2010	424.89

Paul & Joseph Management Inc
54 Wilshire Dr
Chestnut Ridge, NY 10977-7030

Handwritten:
Pd 1/8/10
4/26/10
6/24/10

**TOTAL TAX DUE:
\$1,274.67**

Update COUNTYTX File
 Format : COUNTYTXF

Mode : CHANGE
 File : COUNTYTX

ACCOUNT# 161317

2010

SEQUENCE # 2843

OWNER 1 Paul & Joseph Management Inc

OWNER NAME 2 54 Wilshire Dr Unit 207J

ADDRESS 1 Chestnut Ridge, NY 10977-7030

ADDRESS 2

ADDRESS 3

ADDRESS 4

PROP ADDRESS 44Johnes St

PROP CLS CODE 210

SECTION 58 SUBSECTION

BLOCK 1

LOT 1 SUBLOT

SUFFIX 17

PARCEL 161317 BANK CODE

COMMENT

CTY BILL# 2843

CTY1 49637

CTY2 49636

CTY3 49636

CDAT1 YYYYMMDD 20100108

CDAT2 YYYYMMDD 20100426 CDAT3 YYYYMMDD 20100624

SCH BILL#

SCH1 SCH2

SCH3

SDAT1 YYYYMMDD SDAT2 YYYYMMDD

SDAT3 YYYYMMDD

GBG ACCT# 2775 W&S ACCT#

Rec Type=1 1

DLV PT CD FKA LOC

The Foundry Condos

138,500
 102,000
 38,500

138,500
 159,000

County 112,543.012
 City 13,203.274

-5.8 59,000.00 2962300 114.05
 6.9 159,000.00 8.266100 174.71
 1144.85
 1314.3
 1489.0

Condo/cfs 100,000

1258.90

496.37
 496.36
 496.36

+ 1489.09

**STATEMENT OF TOWN TAXES
CITY OF NEWBURGH**

Bill No. 002874
Sequence No. 1864
Page No. 1

* For Fiscal Year 01/01/2010 to 12/31/2010 * Warrant Date 12/29/2009

MAKE CHECKS PAYABLE TO	TO PAY IN PERSON	SWIS S/B/L ADDRESS & LEGAL DESCRIPTION	
	TOWN HALL	331100	58-1-1.-48
		Address:	70 Johnes St
		Muni:	Newburgh
	8:30AM-4PM DAILY	School:	Newburgh Csd
(PH)		Class:	1 Family Res Roll Sect.: 1
		Parcel Acreage:	.01
Paul & Joseph Management Inc		Account No.:	161348
54 Wilshire Dr		Bank Code:	
Chestnut Ridge, NY 10977		Estimated State Aid:	CNTY 93,415,057 CITY 4,848,886

193,500
- 133,500

60,500

193,500
~~210,000~~
~~210,000~~
100.00 %

PROPERTY TAXPAYER'S BILL OF RIGHTS

The assessor estimates the Full Market Value of this property as of July 1, 2009 was:
The Total Assessed Value of this property is:
The Uniform Percentage of Value used to establish assessments in your municipality was:
If you feel your assessment is too high, you have the right to seek a reduction in the future. For further information, please ask your assessor for the booklet "How to File a complaint on Your Assessment". Please note that the period for filling a complaint on the above assessment has passed.

<u>Exemption</u>	<u>Value</u>	<u>Full Value</u>	<u>Purpose</u>	<u>Exemption</u>	<u>Value</u>	<u>Full Value</u>	<u>Purpose</u>	<u>Exemption</u>	<u>Value</u>	<u>Full Value</u>	<u>Purpose</u>
CONDO C/S	133,000	133,000	CO/SCHOOL								

PROPERTY TAXES

<u>Taxing Purpose</u>	<u>Total Tax Levy</u>	<u>% Change From Prior Year</u>	<u>Taxable Assessed Value or Units</u>	<u>Rates per \$1,000 or per Unit</u>	<u>Tax Amount</u>
COUNTY	112,543,012	-5.8	77,000.00 <i>60,500</i>	2.962300	228.10
CITY	13,203,274	6.9	210,000.00	8.266100	1,735.88
					<i>179.22</i>
					<i>1599.50</i>

• ****HOMESTEAD PARCEL****

1778.72

TOTAL TAX DUE: \$ 1,963.98

Apply For Third Party Notification By: 07/15/2010

Taxes paid by _____ CA CH

RECEIVER'S STUB MUST BE RETURNED WITH PAYMENT. FOR A RECEIPT OF PAYMENT RETURN ENTIRE BILL.

RECEIVER'S STUB

Bill No. 002874
331100 58-1-1.-48
Bank Code

CITY OF: Newburgh
SCHOOL: Newburgh Csd
Property Address: Chestnut Ridge, NY 10977

Payment Dates

pd. 1/8/10 02/09/2010 654.66
4/20/10 05/04/2010 654.66
6/24/10 07/06/2010 654.66

Paul & Joseph Management Inc
54 Wilshire Dr
Chestnut Ridge, NY 10977

**TOTAL TAX DUE:
\$1,963.98**

**STATEMENT OF TOWN TAXES
CITY OF NEWBURGH**

Bill No. 002854
Sequence No. 1856

* For Fiscal Year 01/01/2010 to 12/31/2010 * Warrant Date 12/29/2009

Page No. 1

MAKE CHECKS PAYABLE TO

TO PAY IN PERSON

SWIS S/B/L ADDRESS & LEGAL DESCRIPTION

(PH)
Paul & Joseph Management Inc
54 Wilshire Dr
Chestnut Ridge, NY 10977

TOWN HALL
8:30AM-4PM DAILY

331100 58-1-1.-28
Address: 44 Johnes St
Muni: Newburgh
School: Newburgh Csd
Class: 1 Family Res Roll Sect.: 1
Parcel Acreage: .01
Account No.: 161328
Bank Code:
Estimated State CNTY 93,415,057 CITY
Aid: 4,848,886

*135,000
97,000

38,000*

135,000

PROPERTY TAXPAYER'S BILL OF RIGHTS

The assessor estimates the Full Market Value of this property as of July 1, 2009 was: 154,400
The Total Assessed Value of this property is: 154,400
The Uniform Percentage of Value used to establish assessments in your municipality was: 100.00 %

If you feel your assessment is too high, you have the right to seek a reduction in the future. For further information, please ask your assessor for the booklet "How to File a complaint on Your Assessment". Please note that the period for filling a complaint on the above assessment has passed.

Exemption	Value	Full Value	Purpose	Exemption	Value	Full Value	Purpose	Exemption	Value	Full Value	Purpose
CONDO C/S	97,000	97,000	CO/SCHOOL								

PROPERTY TAXES

Taxing Purpose	Total Tax Levy	% Change From Prior Year	Taxable Assessed Value or Units	Rates per \$1,000 or per Unit	Tax Amount
COUNTY	112,543,012	-5.8	57,400.00	2.962300	170.04
CITY	13,203,274	6.9	154,400.00	8.266100	1,276.29
					<i>112.57</i>
					<i>1115.92</i>

• **HOMESTEAD PARCEL**

1228.49

TOTAL TAX DUE: \$ 1,446.33

Apply For Third Party Notification By: 07/15/2010

Taxes paid by _____ CA CH

RECEIVER'S STUB MUST BE RETURNED WITH PAYMENT. FOR A RECEIPT OF PAYMENT RETURN ENTIRE BILL .

RECEIVER'S STUB

Bill No. 002854
331100 58-1-1.-28
Bank Code

CITY OF: Newburgh
SCHOOL: Newburgh Csd
Property Address: Chestnut Ridge, NY 10977

Paul & Joseph Management Inc
54 Wilshire Dr
Chestnut Ridge, NY 10977

pd. 1/8/10 4/20/10 6/24/10

Payment Dates	
02/09/2010	482.11
05/04/2010	482.11
07/06/2010	482.11

**TOTAL TAX DUE:
\$1,446.33**

**STATEMENT OF TOWN TAXES
CITY OF NEWBURGH**

Bill No. 002851
Sequence No. 1853

* For Fiscal Year 01/01/2010 to 12/31/2010 * Warrant Date 12/29/2009

Page No. 1

MAKE CHECKS PAYABLE TO

TO PAY IN PERSON

SWIS S/B/L ADDRESS & LEGAL DESCRIPTION

(PH)
Paul & Joseph Management Inc
54 Wilshire Dr
Chestnut Ridge, NY 10977-7030

TOWN HALL
8:30AM-4PM DAILY

331100 58-1-1.-25
Address: 44 Johnes St
Muni: Newburgh
School: Newburgh Csd
Class: 1 Family Res Roll Sect.: 1
Parcel Acreage: .01
Account No.: 161325
Bank Code:
Estimated State Aid: CNTY 93,415,057 CITY 4,848,886

*141,000
104,000
35,000*

141,000

PROPERTY TAXPAYER'S BILL OF RIGHTS

The assessor estimates the Full Market Value of this property as of July 1, 2009 was:

~~167,000~~

The Total Assessed Value of this property is:

167,000

The Uniform Percentage of Value used to establish assessments in your municipality was:

100.00 %

If you feel your assessment is too high, you have the right to seek a reduction in the future. For further information, please ask your assessor for the booklet "How to File a complaint on Your Assessment". Please note that the period for filling a complaint on the above assessment has passed.

Exemption	Value	Full Value	Purpose	Exemption	Value	Full Value	Purpose	Exemption	Value	Full Value	Purpose
CONDO C/S	106,000	106,000	CO/SCHOOL								

PROPERTY TAXES

Taxing Purpose	Total Tax Lev	% Change From Prior Year	Taxable Assessed Value or Units	Rates per \$1,000 or per Unit	Tax Amount
COUNTY	112,543,012	-5.8	61,000.00	<i>35,000</i> 2.962300	103.68 180.70
CITY	13,203,274	6.9	167,000.00	8.266100	1165.52 1,380.44

• **HOMESTEAD PARCEL**

TOTAL TAX DUE: \$ 1,561.14
1,269.20

Apply For Third Party Notification By: 07/15/2010

Taxes paid by _____ CA CH

RECEIVER'S STUB MUST BE RETURNED WITH PAYMENT. FOR A RECEIPT OF PAYMENT RETURN ENTIRE BILL.

RECEIVER'S STUB

Bill No. 002851
331100 58-1-1.-25
Bank Code

CITY OF: Newburgh
SCHOOL: Newburgh Csd
Property Address: Chestnut Ridge, NY 10977-7030

Paul & Joseph Management Inc
54 Wilshire Dr
Chestnut Ridge, NY 10977-7030

*PA. 1/8/10
4/20/10
6/24/10*

Payment Dates

02/09/2010	520.38
05/04/2010	520.38
07/06/2010	520.38

TOTAL TAX DUE:
\$1,561.14

ORDINANCE NO.: 17 - 2011

OF

JULY 11, 2011

AN ORDINANCE AMENDING CHAPTER 163
ENTITLED "FEES" OF THE CODE
OF THE CITY OF NEWBURGH

BE IT ORDAINED by the City Council of the City of Newburgh that:

Section 1. Chapter 163 entitled "Fees" of the Code of the City of Newburgh be and hereby is amended as follows:

§ 220-21	Launching boat or jet skis at Newburgh	
	Boat Launch	Daily Permit: \$20.00 <u>15.00</u>
		Season Permit: \$175.00 <u>100.00</u>

Section 2: This Ordinance shall take effect immediately.

~~Strikethrough~~ denotes deletions

Underlining denotes additions

RESOLUTION NO.: 139 - 2011

OF

JULY 11, 2011

**A RESOLUTION AUTHORIZING THE CITY MANAGER
TO EXECUTE A LETTER AGREEMENT BETWEEN THE CITY OF NEWBURGH
AND THE FIRM OF O'CONNOR, DAVIES, MUNNS & DOBBINS,
FOR AUDITING SERVICES FOR FISCAL YEARS ENDING DECEMBER 31, 2011, 2012
AND 2013, FOR THE PRICE OF \$72,100.00; \$72,100.00 AND \$74,900.00 RESPECTIVELY**

WHEREAS, the firm of O'Connor, Davies, Munns & Dobbins has worked diligently in connection with the preparation of the City of Newburgh auditing for fiscal years ending December 31, 2008, 2009 and 2010; and

WHEREAS, based on experience and work history the City Comptroller has recommended that the firm of O'Connor, Davies, Munns & Dobbins be retained for fiscal years ending December 31, 2011, 2012 and 2013; and

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

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to enter into a letter agreement with the firm of O'Connor, Davies, Munns & Dobbins for auditing services for the fiscal years ending December 31, 2011, 2012 and 2013 for the prices of \$72,100.00; \$72,100.00 and \$74,900.00 respectively.

June 14, 2011

Members of the City Council
City of Newburgh
City Hall
83 Broadway
Newburgh, New York 12550

Dear Members of the City Council:

We are pleased to confirm our understanding of the services we are to provide for the City of Newburgh for the years ended December 31, 2011, 2012 and 2013. We will audit the financial statements of the governmental activities, business-type activities, each major fund, and the aggregate remaining fund information, which collectively comprise the City's basic financial statements as of and for the years ended December 31, 2011, 2012 and 2013. Accounting standards generally accepted in the United States provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to accompany the City's basic financial statements. As part of our engagement, we will apply certain limited procedures to the City's RSI. These limited procedures will consist principally of inquiries of management regarding the methods of measurement and presentation, which management is responsible for affirming to us in its representation letter. Unless we encounter problems with the presentation of the RSI or with procedures relating to it, we will disclaim an opinion on it. The following RSI is required by U.S. generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

- 1) Management's Discussion and Analysis
- 2) Schedule of funding progress for other post-employment benefits

Supplementary information other than RSI also accompanies the City's basic financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the basic financial statements and will provide an opinion on it in relation to the basic financial statements:

- 1) Budgetary detail
- 2) Combining and individual fund financial statements and other schedules
- 3) Capital asset schedules
- 4) Schedule of expenditures of federal awards (if applicable)

The following additional information accompanying the basic financial statements will not be subjected to the auditing procedures applied in our audit of the financial statements, and for which our auditor's report will disclaim an opinion:

- 1) Introductory section
- 2) Statistical section

Audit Objectives

The objective of our audit is the expression of opinions as to whether your basic financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the additional information referred to in the first paragraph when considered in relation to the financial statements taken as a whole. The objective also includes reporting on—

- Internal control related to the financial statements and compliance with the provisions of applicable laws, regulations, and the provisions of contracts or grant agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards* (1).
- Internal control related to major programs and an opinion (or disclaimer of opinion) on compliance with laws, regulations, and the provisions of contracts or grant agreements that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and OMB Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations* (1).

- (1) The City will be subject to an audit performed in accordance with *Government Auditing Standards* and OMB Circular A-133 provided that federal aid is at or exceeds \$500,000.

The reports on internal control and compliance will each include a statement that the report is intended for the information and use of the Mayor, City Council, management, specific legislative or regulatory bodies, federal and state awarding agencies, and if applicable, pass-through entities and is not intended to be and should not be used by anyone other than these specified parties.

With regard to using the auditor's report, you understand that you must obtain our prior written consent to reproduce or use our report in bond offering official statements or other documents. With regard to the electronic dissemination of audited financial statements, including financial statements published electronically on your website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

Our audit will be conducted in accordance with U.S. generally accepted auditing standards; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; and the provisions of OMB Circular A-133 and will include tests of accounting

records, a determination of major program(s) in accordance with OMB Circular A-133 and other procedures we consider necessary to enable us to express such opinions and to render the required reports. If our opinion on the financial statements or the Single Audit compliance opinions are other than unqualified, we will fully discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or to issue a report as a result of this engagement.

Management Responsibilities

Management is responsible for the basic financial statements and all accompanying information as well as all representations contained therein. Management is also responsible for preparation of the schedule of expenditures of federal awards in accordance with the requirements of OMB Circular A-133. As part of the audit, we will review your preparation of the financial statements, schedules of expenditures of federal awards, and related notes. You are responsible for making all management decisions and performing all management functions relating to the financial statements, schedules of expenditures of federal awards, and related notes and for accepting full responsibility for such decisions. You will be required to acknowledge in the management representation letter that you have reviewed and approved the financial statements, schedules of expenditures of federal awards, and related notes prior to their issuance and have accepted responsibility for them. Further, you are required to designate an individual with suitable skill, knowledge, or experience to oversee any non-audit services we provide and for evaluating the adequacy and results of those services and accepting responsibility for them.

Management is responsible for establishing and maintaining effective internal controls, including internal controls over compliance, and for monitoring ongoing activities, to help ensure that appropriate goals and objectives are met. You are also responsible for the selection and application of accounting principles; for the fair presentation in the financial statements of the respective financial position of the City and the respective changes in financial position and, where applicable, cash flows in conformity with U.S. generally accepted accounting principles; and for compliance with applicable laws and regulations and the provisions of contracts and grant agreements.

Management is also responsible for making all financial records and related information available to us and for ensuring that financial information is reliable and properly recorded. Your responsibilities also include identifying significant vendor relationships in which the vendor has responsibility for program compliance and for the accuracy and completeness of that information. Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud or illegal acts affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud or illegal acts could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the entity complies with applicable laws, regulations, contracts, agreements, and grants. Additionally, as required by OMB Circular A-133, if the City receives \$500,000 or more in Federal aid, it is management's responsibility to follow up and take corrective action on reported audit findings and to prepare a summary schedule of prior audit findings and a corrective action plan. The summary schedules of prior audit findings should be available for our review.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying for us previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

Audit Procedures—General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. We will plan and perform the audit to obtain reasonable rather than absolute assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the entity or to acts by management or employees acting on behalf of the entity. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse.

Because an audit is designed to provide reasonable, but not absolute assurance and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements or noncompliance may exist and not be detected by us. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or major programs. However, we will inform you of any material errors and any fraudulent financial reporting or misappropriation of assets that come to our attention. We will also inform you of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. We will include such matters in the reports

required for the Single Audit Act. Our responsibility as an auditor is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about the financial statements and related matters.

Audit Procedures—Internal Controls

Our audit will include obtaining an understanding of the entity and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

As required by OMB Circular A-133 if the City receives \$500,000 or more in Federal aid, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to OMB Circular A-133.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards, *Government Auditing Standards*, and OMB Circular A-133.

Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the City's compliance with applicable laws and regulations and the provisions of contracts and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion

on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

OMB Circular A-133, if applicable, require that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with applicable laws and regulations and the provisions of contracts and grant agreements applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the *OMB Circular A-133 Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of the City's major programs. The purpose of these procedures will be to express an opinion on the City's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to OMB Circular A-133.

Audit Administration, Fees and Other

We understand that your employees will prepare all cash, accounts receivable, or other confirmations we request and will locate any documents selected by us for testing.

We will provide copies of our reports to the City of Newburgh, New York; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of O'Connor Davies Munns & Dobbins, LLP and constitutes confidential information which protects the City from any non-authorized disclosure of City information by our staff. However, pursuant to authority given by law or regulation, we may be requested to make certain audit documentation available to the cognizant or grantor agency or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of O'Connor Davies Munns & Dobbins, LLP personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of seven years after the report release date or for any additional period requested by the Cognizant Agency, Oversight Agency for Audit, or Pass-through Entity. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

We will schedule our staff in accordance with parameters established by the Comptroller's Office. The preliminary phase will be conducted prior to the end of the fiscal year, generally in the latter part of November or early December.

Our fees for each of the next three years are detailed below:

	<u>2011 (1)</u>	<u>2012 (1)</u>	<u>2013 (1)</u>
Audit Fee	<u>\$ 72,100</u>	<u>\$ 72,100</u>	<u>\$ 74,900</u>

- (1) In recognition of the state of the economy and our long standing relationship with the City, we are keeping the fee for the audit of the City's December 31, 2011 and 2012 financial statements the same as the fee charged for the December 31, 2010 audit.

Our fees for these services are due and payable under the payment schedule which follows. Invoices for additional amounts that may be incurred for these and other services will be rendered as such work progresses and are payable upon presentation.

<u>Payments will be due</u>	<u>Percentage</u>
Upon completion of our audit field work	75%
Upon submission of the draft report and management letter	<u>25%</u>
	<u>100%</u>

The fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

As you may know, it is typical for us to assign staff and schedule their time for a client engagement well in advance of the actual performance of the services. This advanced scheduling allows us to ensure that staff is available to accommodate the technical requirements of the engagement; any preferences you may have as to the professionals assigned and that all your deadlines can be met. From time to time we may be required to cancel and/or reschedule the on-site services due to your inability to provide the documentation and schedules required prior to our beginning our work or a change in the availability of your staff or simply at your request. Without proper notification of such required rescheduling, it is typical for us to incur additional fees not originally planned with the scope of our engagement and within the related fees quoted in this letter.

You may request that we perform additional services not addressed in this engagement letter. If this occurs, we will communicate with you regarding the scope of the additional services and the estimated fees. We also may issue a separate engagement letter covering the additional services. In the absence of any other written communication from us documenting such additional services, our services will continue to be governed by the terms of this engagement letter.

We appreciate the opportunity to continue to be of service to the City of Newburgh, New York and believe this letter accurately summarizes the significant terms of our engagement. The availability of our Firm as a total resource to the City will continue to be our primary objective. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us. This letter will continue in effect until cancelled by either party.

Very truly yours,

O'Connor Davies Munns & Dobbins, LLP

O'Connor Davies Munns & Dobbins, LLP

Response:

This letter correctly sets forth the understanding of the City of Newburgh, New York for the years ended December 31, 2011, 2012 and 2013.

By: _____

Title: _____

Date: _____

RESOLUTION NO.: 121 - 2011

OF

JULY 11, 2011

A RESOLUTION AUTHORIZING THE CITY MANAGER
TO NEGOTIATE AND ENTER INTO AN AGREEMENT WITH
TBE-MONTGOMERY LLC FOR SOLID WASTE PROCESSING AND DISPOSAL

WHEREAS, the City of Newburgh seeks to better manage the disposal of its solid waste;
and

WHEREAS, TBE-Montgomery LLC has developed a process for sorting, separating and
collection solid waste and using such waste to generate renewable electrical energy; and

WHEREAS, TBE-Montgomery LLC has presented a proposal to collect and dispose of
the City's solid waste to use in its renewable electrical energy process; and

WHEREAS, TBE-Montgomery LLC has presented a proposal to collect the City's solid
waste at a substantially lower cost than the City currently pays for disposal of solid waste at the
Orange County Transfer Station; and

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

NOW, THEREFORE, BE IT RESOLVED, that the Council of the City of Newburgh,
New York that the City Manager be and he is hereby authorized to enter into an agreement with
TBE-Montgomery LLC, in substantially the same form as annexed hereto and subject to such
other terms and conditions as may be required by the Corporation Counsel, for the disposal of
solid waste.

SOLID WASTE PROCESSING AND DISPOSAL AGREEMENT

THIS SOLID WASTE PROCESSING AND DISPOSAL AGREEMENT is made and dated as of _____, 2011, between the [_____], NEW YORK, (address), a municipality and political subdivision of the State of New York, (referred to herein as the "MUNICIPALITY"), and TBE-MONTGOMERY LLC, 340 Neelytown Road, Montgomery, NY 12549, (referred to herein as the "CONTRACTOR").

RECITALS

1. The Contractor intends to construct, own and operate a [solid waste receiving and recycling, biomass fuel preparation and waste power production facility] located in Montgomery, Orange County, New York (the "Facility"). The Municipality and private collectors doing business in the Municipality will collect or cause to be collected acceptable Municipal Solid Waste ("Acceptable Waste"), and will deliver or cause to be delivered such Acceptable Waste directly to the Facility Site, where the Contractor will sort and separate such Acceptable Waste and gasify biomass to generate renewable electric energy.
2. To assist the Municipality to meet the State policy and goals for reduction of disposal into landfills and to reduce the costs of modifying and operating landfills, and pursuant to N.Y. Gen. Mun. Law Article 6 - § 120-W(2), the Municipality has agreed to deliver and Contractor has agreed to receive and utilize Acceptable Waste for sorting and separating and the production of electric energy from the Facility.

I. DEFINITIONS AND INTERPRETATIONS.

"Acceptable Waste" shall have the meaning set forth in the Recitals.

"Calendar Week" means a period of seven (7) consecutive days beginning on Sunday.

"Calendar Year" means a period of three hundred sixty-five consecutive days beginning on January 1.

"Commencement Date" shall mean the date that the Facility achieves commercial operation.

"Contract Year" means the twelve month period commencing on the Commencement Date and each twelve month period thereafter.

"Contractor" has the meaning set forth in the Recitals, and its permitted successors and assigns.

"Credit Institution" means a bank or other financial institution, or a group of banks or financial institutions, acting through an agent, severally, or otherwise, providing debt and/or equity financing, including tax equity financing, or credit support for debt financing, for the Facility.

"Designee" or "Designees" shall mean a Person or Persons authorized by the Municipality at any time to collect solid waste generated within the Municipality.

"Escalation Rate" shall mean an annual rate of two and 25/100 percent (2.25%).

"Environmentally Acceptable" means meeting all applicable federal government, State of New York, and Municipality laws, ordinances and regulations relating to disposal of solid waste "Facility Site" means the site on which the Facility is located and the location of the intended delivery of Acceptable Waste by the Municipality to the Contractor.

"Expected Revenues" has the meaning set forth in Section 8.01(b)(ii).

"Facility" has the meaning set forth in the Recitals.

"Facility Site" means the site on which the Facility is located and the location of the intended delivery of Acceptable Waste by the Municipality to the Contractor, 340 Neelytown Road, Montgomery, New York 12549.

"Fixed Fee" has the meaning set forth in Section 6.01 herein.

"Hazardous Waste" means any material defined as a hazardous substance pursuant to the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (42 U.S.C. §§ 9601 et seq.), or applicable state laws and the rules, regulations, policies and guidelines promulgated thereunder, as each may be amended from time to time, or any waste which, by reason of its composition or characteristics is a toxic substance or hazardous waste as defined in the Resource Conservation and Recovery Act, (42 U.S.C. § 6901 et seq.), as amended, and related federal, state and county laws and regulations, or in any future additional or substitute federal, state or county laws and regulations pertaining to the identification, treatment, storage or disposal of toxic substances or hazardous wastes; any source, special nuclear or by-product material within the meaning of the Atomic Energy Act of 1954, as amended, and related regulations; low level radioactive waste, or any other regulated material posing a threat to health or safety or causing injury to or adversely affecting the operation of the Facility, including, without limitation, regulated pathological, medical or biological wastes, septic, cesspool or other human wastes, human and animal remains, cleaning fluids, crankcase oils, cutting oils, paints, acids, caustics, poisons, explosives and drugs. If any governmental agency having appropriate jurisdiction shall determine that substances which are not, as of the date hereof, considered harmful, toxic, or dangerous, are in fact harmful, toxic, or dangerous, or are hazardous or harmful to health, then any such substance shall thereafter constitute Hazardous Waste for purposes of this Agreement. If all government agencies having appropriate jurisdiction shall determine that a given substance which, as of the date hereof, was deemed to be a Hazardous Waste, is no longer harmful, toxic or dangerous, then any such substance shall thereafter no longer constitute Hazardous Waste for purposes of this Agreement.

"Maximum Delivery Amount" shall have the meaning set forth in Section 3.02.

"Municipal Solid Waste" means commercial, residential, industrial and institutional nonhazardous Solid Waste.

"Municipality" has the meaning set forth in the Recitals.

"Person" means any individual, corporation, partnership, trust, government agency or other legal entity.

"Solid Waste" means all putrescible and non-putrescible materials or substances that are discarded as being spent, useless, worthless or in excess to the owners at the time of discard.

"State" means the State of New York.

"Ton" means a "short ton" of 2,000 pounds.

"Unacceptable Waste" means (i) explosives, Hazardous Waste, other hazardous chemicals or materials, radioactive materials, motor vehicles, liquid and semi-liquid wastes, other than such insignificant quantities of the foregoing as are customarily found and are incidentally included in normal household and commercial waste and as are permitted by law to be treated and disposed of in facilities not specifically permitted or licensed to treat or dispose of such materials; (ii) any item either smoldering or on fire; (iii) any items of waste which, at the time of delivery to Facility Site, would normally not be disposed of in a sanitary landfill; and (iv) any items of waste which are prohibited by any judicial decision, order or action of any federal, State or county government or any agency thereof, or any other regulatory authority, or any applicable law or regulation, from being used in the Facility.

"Uncontrollable Circumstances" shall have the meaning assigned in Article V of this Agreement.

II. DUTIES OF CONTRACTOR.

2.01 ACCEPTANCE OF ACCEPTABLE WASTE.

(a) After the Commencement Date, the Contractor shall accept and process all Acceptable Waste delivered to the Facility Site by the Municipality or its Designees regardless of the mechanical status of the Facility, unless the Facility is unable to operate due to factors constituting Uncontrollable Circumstances; provided, however, that in any particular Contract Year the Contractor shall not be required to accept more than the Maximum Delivery Amount.

(b) The Contractor shall identify and shall have the right to reject or separate and dispose of Unacceptable Waste delivered by the Municipality or its Designees to the Facility then serving the Municipality and shall do so in an Environmentally Acceptable manner subject to reimbursement by the Municipality for any costs and expenses of rejection, separation or disposal.

(c) Upon acceptance of the Acceptable Waste, such Acceptable Waste shall become the property of the Contractor and may be used by the Contractor in any lawful manner.

2.02 RIGHT OF CONTRACTOR TO REJECT CERTAIN WASTE; HANDLING OF UNACCEPTABLE WASTE. The Contractor shall have the right to reject,

and shall have no obligation to dispose of, any of the following waste brought by any Person to the Facility Site and shall have the right to prevent the unloading of any vehicle bringing such waste if such waste is properly rejected:

(a) Unacceptable Waste (it being agreed that in the event the Contractor determines that a load contains both Acceptable Waste and Unacceptable Waste, it shall be entitled to reject and prevent the unloading of the entire load);

(b) Acceptable Waste brought to the Facility Site at times other than the hours designated for delivery by the Contractor;

(c) Acceptable Waste brought to the Facility Site in excess of the Maximum Delivery Amount, if the Facility is unable for any reason to receive and process such amounts; and

(d) Solid Waste brought to the Facility Site by a Person who is not the Municipality or its Designee.

2.03 RIGHT OF CONTRACTOR TO ACCEPT SOLID WASTE FROM OTHER PERSONS. The Contractor may accept, either under contract or on a spot market basis, Acceptable Waste from any other Person.

2.04 REGULATORY REQUIREMENTS.

(a) **Permits and Licenses.** The Contractor shall be responsible, at its own expense, for obtaining and maintaining compliance under, and obtaining any necessary extensions of, all permits, licenses, zoning ordinances, and other federal, state, county and local approvals, including those related to air and water pollution, solid waste, siting, land use, wetlands, flood plain, noise, odor, and building, which may be necessary for the construction, operation, maintenance and repair of the Facility. If an administrative agency, department, authority, political subdivision or other instrumentality to which an application for a permit required for the operation, maintenance or repair of the Facility fails to take action, whether or not a specific time limitation for such action is prescribed by law, the failure to act shall, so long as the application therefore has been timely filed and is being diligently pursued, be treated as an Uncontrollable Circumstance if the failure to act has a material adverse effect on the ability of the Contractor or the Municipality to satisfy their obligations under this Agreement. Any applicable time limitation shall be deemed to have commenced on the date when the appropriate application and all related information called for by the application and/or permitting agency have been filed and any other prerequisites established by the applicable statutes and regulations have been met.

(b) **Adherence to Law.** The Contractor shall (i) design, construct and operate the Facility and (ii) utilize the Acceptable Waste in a manner which complies in all material respects with any applicable law, ordinance, rule, regulation, order, permit, or license of any federal, state or county agency, court or other governmental body, notwithstanding any change in law, and shall be responsible for any fines or penalties resulting from any failure to do so.

2.05 **SAFETY PRECAUTIONS.** In compliance with applicable federal, state, county, and local regulations, the Contractor shall initiate, maintain and supervise safety precautions and programs in connection with the operation and maintenance of the Facility.

2.06 **TRANSPORTATION.** The Municipality shall arrange and pay for transportation of all Acceptable Waste accepted by the Contractor at the Facility Site.

2.07 **UNPLANNED OUTAGES.** In the event of any unplanned outage of the Facility, Contractor shall: (i) use all commercially reasonable efforts to resume normal operations of the Facility as quickly as possible and, (ii) arrange for interim processing or disposal of all Acceptable Waste in an Environmentally Acceptable manner.

2.08 **RECORDS.**

(a) The Contractor or its designee shall operate and maintain a motor truck scale at the Facility Site, calibrated to the accuracy required by Orange County for public weighing facilities, to weigh all vehicles delivering Acceptable Waste to the Facility. The Municipality shall cause its vehicles, and those of any Designees, to have identification permanently indicated and conspicuously displayed thereon. Each vehicle will be weighed before entering and prior to departing such Facility Site, with the date, time, truck identification and weights (loaded and unloaded) to be entered on a weight record. The scale records will be used as a basis for calculating fees, charges and credits under this Agreement. If the weighing facility at the Facility Site is out of service, the Contractor shall, subject to any applicable state regulation, either obtain alternate temporary weighing capability or estimate the quantity of Acceptable Waste delivered on the basis of truck volumes and data based on pertinent historical information.

(b) The Contractor or its designee shall maintain daily records of the total Acceptable Waste tonnage delivered by the Municipality and its Designees. Such daily records shall include detailed and summary listings of tonnage delivered by the Municipality and its Designees to the Facility Site, the estimated amount of such waste rejected as being other than Acceptable Waste, and such other records as are necessary to implement the provisions of this Agreement. Summary information for each month shall be provided to the Municipality within ten (10) business days after the end of such month. Copies of all daily records and weight tickets shall be maintained by the Contractor for a period of at least three (3) years, or for such longer period required by law, and shall be made available for inspection by the Municipality during normal business hours upon reasonable notice. In the event the Municipality is required by applicable law or regulation to file reports pertaining to the operation of the Facility, the Contractor shall provide the Municipality with the information required to compile such reports.

2.09 **INDEMNIFICATION.** The Contractor will protect, indemnify and hold the Municipality harmless from and against all liabilities, actions, damages, claims, demands, judgments, losses, defense costs, expenses or suits against the Municipality by third parties including reasonable attorneys' fees, and will, if requested, defend the Municipality in any suit, including appeals, for personal and bodily injury to, or death of, any person or persons, loss or damage to property (including environmental damage), or civil or criminal fines or penalties, to the extent caused by the willful misconduct or negligent acts, errors or omissions of the

Contractor, its agents or employees acting within the scope of their employment. The Municipality shall promptly notify the Contractor of the assertion of any claim against which it asserts a right to be indemnified hereunder; shall, at its option, give the Contractor the opportunity to defend such claim; and shall not settle such claim without the approval of the Contractor, which approval shall not be unreasonably withheld. These indemnification provisions are for the protection of the Municipality only, do not apply to claims of the Municipality itself against the Contractor under this Agreement or any related agreement, and shall not create any benefit or liability to third parties.

III. DUTIES OF THE MUNICIPALITY.

3.01 DELIVERY OF ACCEPTABLE WASTE.

(a) Commencing on the Commencement Date and continuing throughout the term of this Agreement, the Municipality shall, at a rate of at least two deliveries per Calendar Week, deliver or cause to be delivered to the Contractor at the Facility Site all Acceptable Waste collected for disposal by the Municipality and its Designees during each Contract Year subject to the Contractor's right to reject the Municipality's deliveries in excess of the Maximum Delivery Amount.

(b) The parties intend that all Acceptable Waste collected for disposal by the Municipality be delivered to the Contractor at the Facility Site, and, accordingly, unless the Contractor otherwise elects, the Municipality shall not deliver or provide any such Acceptable Waste to any other disposal sites or Persons.

(c) In the event the Contractor determines there is a need for Acceptable Waste during start-up and testing operations prior to the Commencement Date, the Municipality has the obligation to deliver to the Facility Site all Acceptable Waste collected by the Municipality or its Designee at times requested by the Contractor. The Contractor shall give the Municipality at least sixty (60) days prior written notice of the commencement of start-up and testing operations at the Facility and its request for the receipt of Acceptable Waste quantities from the Municipality required for such limited operations. During start-up and testing operations, the Contractor shall give the Municipality at least five (5) days prior written notice of any change in such quantities..

(d) The Parties shall carry out the obligations under this Section in accordance with the provisions of Schedule 2.

3.02 MAXIMUM DELIVERY AMOUNT. For purposes of Sections 2.01(a) and 3.01(a), the Maximum Delivery Amount for any Contract Year shall be one hundred twenty percent (120%) of the total number of Tons of Acceptable Waste delivered to the Facility Site during the first Contract Year following the Commencement Date.

3.03 PAYMENT OF FEES. The Municipality shall pay the Contractor all Fees as set forth in Article VI.

3.04 INDEMNIFICATION. The Municipality will, to the extent permitted by applicable law, protect, indemnify and hold the Contractor harmless from and against all

liabilities, actions, damages, claims, demands, judgments, losses, defense costs, expenses or suits of third parties against the Contractor including reasonable attorneys' fees, and will defend the Contractor, at the Contractor's option, in any suit, including appeals, for personal and bodily injury to, or death of, any person or persons, loss or damage to property, or civil or criminal fines or penalties, to the extent caused by the willful misconduct or negligent acts, errors or omissions of the Municipality, its agents or employees acting within the scope of their employment or caused by or resulting from the handling or disposal of Unacceptable Waste by the Contractor in the performance of its duties hereunder (except as otherwise provided in Section 2.03(b)(iii)) (herein, the "Losses"). The Contractor shall promptly notify the Municipality of the assertion of any claim against which it asserts a right to be indemnified hereunder; shall give the Municipality the opportunity to defend such claim; and shall not settle such claim without the approval of the Municipality, which approval shall not be unreasonably withheld. The above provisions are for the protection of the Contractor only, do not apply to claims of the Contractor against the Municipality under this Agreement or any related agreements, and shall not create any benefit or liability to third parties.

IV. CONDITIONS PRECEDENT TO DUTIES OF CONTRACTOR AND DUTIES OF THE MUNICIPALITY.

4.01 The obligations of the Municipality to commence delivery, and of the Contractor to commence receipt, of Acceptable Waste are conditional upon the occurrence of all of the following:

(a) The Contractor shall have received a written commitment from a Credit Institution for a loan, bond or equity securities underwriting or other similar type of non-recourse financing (or credit support for such financing), repayable during the term of this Agreement and on such terms and conditions as are satisfactory to the Contractor in its sole discretion; and

(b) The Contractor shall have advised the Municipality in writing that the Facility Site is ready to receive the Municipality's Acceptable Waste.

4.02 Section 9.02 shall apply if the above conditions precedent are not met or waived.

V. UNCONTROLLABLE CIRCUMSTANCES.

5.01 Any act, event or condition, shall be deemed an Uncontrollable Circumstance to the extent that it materially and adversely affects the ability of any party to perform its obligations hereunder, if such act, event, or condition is beyond the reasonable control of and is not also the result of the willful or negligent action or inaction, principally of the party relying thereon as justification for not performing an obligation or complying with any condition required of such party under this Agreement. The good faith contesting of, or the failure to contest, action or inaction of a third party, shall not be construed as willful or negligent action or lack of reasonable diligence by the party claiming that such third party action or inaction constitutes Uncontrollable Circumstances. Acts or events constituting Uncontrollable Circumstances include, but shall not be limited to, the following:

(a) An act of God, such as hurricane, landslide, lightning, earthquake or flood; fire, explosion, or similar occurrence; acts of a public enemy, extortion, sabotage or civil disturbance;

(b) The failure of any federal, state, county or city public agency or private utility having jurisdiction in the area in which the Facility Site is located to provide and maintain utilities, services, water and sewer lines and power transmission lines to the Facility Site, which are required for the construction, start-up, testing, operation or maintenance of such facilities;

(c) The failure of any subcontractor or supplier to furnish labor, services, materials or equipment on the dates agreed to if such failure is caused by an Uncontrollable Circumstance and the affected party is not reasonably able to obtain substitute labor, services, materials or equipment on terms and conditions no less favorable to the affected party;

(d) Governmental pre-emption of materials or services in connection with a public emergency, any act or omission of the Municipality in their governmental capacity or any condemnation or other taking by eminent domain of any portion of the Facility Site; or

(e) Any change in law which is (i) legally binding with respect to the design, construction, testing, utilization, operation or maintenance of the Facility Site, (ii) occurs subsequent to the date hereof, and (iii) has the effect of temporarily or permanently preventing a party from performing any of its obligations hereunder including the following: any change in, or adoption of, any constitution, charter, act, statute, law, ordinance, code, rule, regulation or order; or any change in the standards or criteria contained in a permit, which standards or criteria must be met in order for the Facility Site to be operated lawfully at the levels specified in this Agreement; any denial of an application for, delay in the review, issuance or renewal of or suspension, termination, interruption, imposition of a new condition in connection with the renewal of or failure of renewal, on or after the date hereof of any governmental permit, license, consent, authorization or approval, or any other legislative or administrative action or refusal to act of the United States of America or the State of New York or any agency, department, authority, political subdivision or other instrumentality thereof (except that no action of the Municipality or any instrumentality thereof shall excuse the performance of the Municipality under this Agreement); or any decree, judgment or order of a court. Any change of law which requires the Facility to install or upgrade equipment shall qualify hereunder as a change of law, and the time required to install or upgrade equipment, if it requires a shutdown or slowdown of the operation of the Facility, shall qualify as an Uncontrollable Circumstance.

5.02 Any party shall be excused from performance hereunder when its nonperformance was caused directly or indirectly by Uncontrollable Circumstances. The party whose performance is affected shall give to the other parties prompt written notice of the Uncontrollable Circumstances, and thereupon the obligations of the party giving the notice, so far as such obligations are affected by the Uncontrollable Circumstances, shall be suspended during such Uncontrollable Circumstances and for a reasonable time thereafter as required to remedy any physical damage or otherwise overcome the effect of such Uncontrollable Circumstances.

5.03 Any party excused from performing any obligation pursuant to Section 5.02 above shall promptly, diligently and in good faith take all reasonable action required for it to be able to commence or resume performance of its obligations hereunder.

VI. FEES.

6.01 **FIXED FEE.** The Municipality shall pay the Contractor a fixed fee of sixty-six dollars and no cents (\$66.00) per Ton of Acceptable Waste delivered by the Municipality or its Designees to the Facility Site and accepted by the Contractor (as provided in Article II) ("Fixed Fee").

6.02 **ESCALATION.** The Fixed Fee shall escalate annually, commencing January 1, 2014], at the Escalation Rate.

6.03 **INCREASE IN DEDUCTIONS AND FEES DUE TO INCREASED ENVIRONMENTAL LAW COMPLIANCE.** In the event that, from time to time after the Commencement Date, because of a change in applicable environmental laws, regulations or ordinances (a) the operating costs of the Facility escalate, then the Contractor shall be entitled to recoup from the Municipality the increased operating costs.

6.04 METHOD OF PAYMENT.

(a) In accordance with Article VI, not earlier than the tenth day of each month after the Commencement Date, the Contractor shall invoice the Municipality for services rendered by the Contractor under this Agreement during the preceding month. The total amount of the invoice shall be the sum of the following: the number of Tons of Acceptable Waste delivered by the Municipality and its Designees and accepted by the Contractor during such month, multiplied by the then applicable fee per Ton including the applicable Escalation Rate.

(b) All invoices shall be delivered by hand, by commercial delivery service (such as Federal Express) or mailed first class, postage prepaid to the Municipality at the address set forth in Article XIII, and such invoices shall be paid within fifteen (15) days after the date of the invoice.

(c) The Municipality may supply other addresses at its discretion at any time.

6.05 **ALTERNATE DISPOSAL COSTS.** Subject to Article V, in the event that, for any reason, the Contractor is unable to perform services in the manner contemplated by this Agreement, and the Contractor is forced to use alternate disposal methods for Acceptable Waste delivered and paid for by the Municipality, any resulting increase in the Contractor's costs shall be borne by the Contractor.

VII. INSURANCE, LETTER OF CREDIT BOND REQUIREMENTS.

7.01 **INSURANCE.** The Contractor shall obtain at its own cost and expense the types of insurance listed herein.

Without limiting the Contractor's indemnification requirements, it is agreed that the Contractor accepts the following conditions and shall maintain in force at all times during the performance of this agreement the following policy or policies of insurance covering its operations, and require subcontractors to procure and maintain these same policies:

(a) COMPREHENSIVE GENERAL LIABILITY OR COMMERCIAL GENERAL LIABILITY, via the Occurrence Form, with minimum Combined Single Limits of [\$5,000,000 per Occurrence], and [\$5,000,000 Aggregate including]:

- (i) Premises - Operations Coverage
- (ii) Completed Operations
- (iii) Contractual Liability
- (iv) Broad Form Property Damage
- (v) Independent Contractors'
- (vi) Protective Liability

Coverage may be written in layers, as long as each layer is on a "Following Form" basis, provided that the aggregate policy limits are not reduced. The policy must specifically state, by endorsement or otherwise, that this insurance applies to bodily injury, property damage, or personal injury arising out of premises and/or operations necessary or incidental to the project described herein, or any expansion thereof.

(b) AUTOMOBILE LIABILITY, with minimum limits of [\$1,000,000] for any one accident, including all Owned, Non-Owned and Hired Motor Vehicles. The Municipality shall be named as additional insured on such policy.

- (c) WORKERS' COMPENSATION: Statutory Limits.
- (d) EMPLOYERS' LIABILITY: [\$500,000] each accident or disease.
- (e) The Contractor may incur such deductibles as are standard in the industry.

The parties acknowledge that during the term of this Agreement certain Forms and types of coverage described in this Section 7.01 may change or may cease to be available on a commercially reasonable basis. In such event, the Contractor shall use reasonable efforts to obtain the closest equivalent Form or type of coverage then available.

7.02 ACCEPTABILITY OF INSURERS. Insurance shall be placed with insurance companies with an A.M. Best rating of no less than "A," unless proper financial information relating to the company is submitted to and approved by the Municipality prior to coverage being placed with such insurance company.

7.03 **EVIDENCE OF INSURANCE.** The Contractor shall procure and maintain insurance policies as described herein and shall furnish to the Municipality duplicate copies of all policies, including applicable endorsements. Since policies will expire before the completion of this Agreement, renewal certificates of insurance shall be furnished to the Municipality by the Contractor before the expiration date of each policy, for the term of this Agreement.

7.04 **EFFECT OF APPROVAL OF INSURANCE.** Approval of the insurance by the Municipality shall not in any way relieve or decrease the liability of the Contractor hereunder. It is expressly understood that the Municipality does not in any way represent that the specified limits of liability or coverage or policy forms are adequate to protect the interest or satisfy all liabilities of the Contractor.

VIII. DEFAULT, DISPUTE RESOLUTION AND TERMINATION.

8.01 REMEDIES FOR DEFAULT.

(a) Default by Contractor.

(i) Upon the occurrence of an Event of Default by the Contractor under this Agreement, and subject to the further provisions of this Article VIII, the Municipality shall include compensatory damages, specific performance, and termination.

(ii) Termination by the Municipality shall be limited as set forth in Section 8.02 hereof.

(iii) Termination by the Municipality shall be subject to any applicable extension or Cure Period and to the rights of the Credit Institution under Section 8.09 hereof.

(b) Default by Municipality.

(i) Upon the occurrence of an Event of Default by the Municipality under this Agreement, the remedies of the Contractor shall include compensatory damages, specific performance and termination of this Agreement.

(ii) In the event this Agreement is terminated pursuant to Section 8.03(a)(v), the Contractor shall be entitled to receive from the Municipality liquidated damages in an amount equal to thirty percent (30%) of the Contractor's Expected Revenues, to be calculated as described below.

(A) If such termination occurs prior to the Commencement Date, the Contractor's Expected Revenues shall be calculated by (I) multiplying the Fees by the amount of Solid Waste delivered or provided by the Municipality to Orange County for waste collection/disposal during the 12-month period immediately preceding termination of the Agreement, and then (II) multiplying the amount determined in (I) by 20.

(B) If such termination occurs after the Commencement Date, but before the end of the first full Contract Year, the Contractor's Expected Revenues shall be calculated by (I) multiplying the Fees by the amount of Solid Waste delivered or provided by the Municipality to Orange County for waste collection/disposal during the 12-month period immediately preceding termination of the Agreement, and then (II) multiplying the amount determined in (I) by the number of Contract Years remaining in the Agreement.

(C) If such termination occurs after the Commencement Date and after the end of the first full Contract Year, the Contractor's Expected Revenues shall be calculated by multiplying the total Fees paid by the Municipality to the Contractor during the Contract Year preceding the termination of the Agreement by the number of Contract Years remaining in the Agreement.

(iii) Termination by the Contractor shall be limited as set forth in Section 8.03 hereof.

(iv) Termination by the Contractor shall be subject to any applicable extension or Cure Period.

8.02 EVENTS OF DEFAULT BY THE CONTRACTOR.

(a) Each of the following shall constitute an Event of Default on the part of the Contractor, for which the Municipality may seek compensatory damages, specific performance, or termination of this Agreement, using the procedures set out herein.

(i) Contractor failure (which is not excused by Uncontrollable Circumstances), occurring at any time after the Commencement Date, to receive Acceptable Waste delivered by the Municipality or its Designee (up to the limits set forth in Section 2.02), for a continuous period of thirty (30) days.

(ii) Should the Contractor, its agents or employees acting in the scope of their employment be proven to have violated any law or regulation and such violation results in substantial liability to the Municipality which is not reimbursed by the Contractor within 30 days of the liability being payable.

(iii) Contractor failure to obtain and maintain the insurance required by Article VII.

(iv) A failure to pay or credit any amount of monies due by the Contractor to the Municipality under this Agreement when such amount becomes due and payable, and when such amount remains unpaid for thirty (30) days after written notice to the Contractor that such payment is past due; provided, however, that if the payment or credit is disputed, such thirty (30) day period shall begin at such time as a written finding of the amount due is issued by an arbitrator under the procedures set forth in Section 8.05.

(v) A failure by the Contractor to initiate receipt of Acceptable Waste from the Municipality within 180 days after the Commencement Date.

(vi) The failure or refusal by the Contractor substantially to fulfill any of its material obligations (other than the material obligations set forth in Section 8.02(a)) in accordance with this Agreement, unless such failure or refusal shall be excused or justified as provided under Article V hereof.

(vii) If, at any time, any material written representation or warranty made by the Contractor herein shall be determined to have been untrue or incorrect when made and such condition is shown to have a continuing material adverse impact on the Contractor's ability to perform its obligations under this Agreement.

(b) No failure or refusal under this Section 8.02 shall constitute an Event of Default unless and until:

(i) the Municipality shall have given prior written notice of the alleged Event of Default (describing such default in reasonable detail) to the Contractor and the Credit Institution; and

(ii) the circumstance creating the default (if it is a default involving other than a failure to pay a liquidated and undisputed sum payable to the Municipality) shall not have been corrected nor shall reasonable steps have been initiated to correct the same within a reasonable period of time (which shall, in any event, be not less than sixty (60) days from the date of the notice given pursuant to Subsection 8.02(c)). If reasonable steps shall have been commenced to correct such default within such reasonable period of time, the same shall not constitute an Event of Default for as long as reasonable steps are continuing to correct such default with due diligence. For the purposes of this Section 8.02, "reasonable steps" shall be deemed to include the initiation by the Contractor of actions or planning (followed within a reasonable time with action) to remedy the Event of Default, such as communication with parties capable of aiding the Contractor in remedying the Event of Default, securing assessment of costs to remedy the Event of Default, and discussions with the Municipality, the Credit Institution or other interested parties of the means by which the Event of Default may be cured.

(c) No correction of a default of the Contractor by or on behalf of the Municipality, or reasonable steps taken by the Municipality to correct a default of the Contractor, shall cause the Contractor's default to cease to be an Event of Default; provided, however, that the Contractor and the Credit Institution (pursuant to Section 8.09) shall have the prior right and opportunity to effect any correction or cure of a default or Event of Default.

8.03 EVENTS OF DEFAULT BY THE MUNICIPALITY.

(a) Each of the following shall constitute an Event of Default on the part of the Municipality for which the Contractor may terminate this Agreement using the procedures set out herein, or, in any case, seek compensatory damages or specific performance against the Municipality:

(i) The failure by the Municipality to pay any amount of monies due to the Contractor under this Agreement when such amount becomes due and payable, and such amount remains unpaid for thirty (30) days after written notice to the Municipality that such payment is past due; provided, however, that if the payment demanded is disputed, such thirty (30) day period shall begin at such time as a written finding of the amount due is issued by an arbitrator under the procedures set forth in Section 8.05.

(ii) Should the Municipality, or its employees acting in the scope of their employment, be proven to have violated any law or regulation and such violation results in substantial liability to the Contractor which is not reimbursed by the Municipality within 30 days of the liability being payable.

(iii) The failure of the Municipality to fulfill any material obligation under this Agreement (other than the payment of monies governed by Section 8.03(a)(i)), unless such failure shall be excused or justified as provided in Article V hereof.

(iv) If, at any time, any representation or warranty made by the Municipality herein shall be determined to have been untrue or incorrect when made and such condition is shown to have a continuing material adverse impact on the Municipality's ability to perform its obligations under this Agreement.

(v) The diversion by the Municipality, prior to or in any Contract Year, of delivery of Acceptable Waste to other disposal sites or Persons.

(b) No failure or refusal under this Section 8.03 shall constitute an Event of Default unless and until

(i) The Contractor shall have given prior written notice to the Municipality, describing such default in reasonable detail; and

(ii) The circumstance creating the default (if it is a default involving other than a failure to pay a liquidated and undisputed sum payable to the Contractor) shall not have been corrected nor shall reasonable steps have been initiated to correct the same within a reasonable period of time (which shall, in any event, be not less than sixty (60) days from the date of the notice given pursuant to Subsection 8.03(c)(i)). If the Municipality shall have commenced to take reasonable steps to correct such default within such reasonable period of time, the same shall not constitute an Event of Default as long as the Municipality is continuing to take reasonable steps to correct such default. For the purposes of this Section 8.03, "reasonable steps" shall be deemed to include the initiation by the Municipality of actions or planning (followed within a reasonable time with action) to remedy the Event of Default, such as communication with parties capable of aiding the Municipality in remedying the Event of Default, securing assessment of costs to remedy the Event of Default, and discussions with the Contractor, the Credit Institution or other interested parties of the means by which the Event of Default may be cured.

(c) No correction of a default of the Municipality, by or on behalf of the Contractor, or reasonable steps taken by the Contractor to correct a default of the Municipality,

shall cause the default of the Municipality to cease to be an Event of Default; provided, however, that the Municipality shall have the prior right and opportunity to effect any correction or cure of a default or Event of Default.

(d) Notwithstanding any other provision in this Section 8.03, if the Municipality is in default under Section 8.03(a)(v), the Municipality must cure such Event of Default within 30 days of receiving notice from the Contractor of such Event of Default. If the Municipality does not cure such Event of Default within 30 days of receiving notice, the Contractor may exercise its right to terminate this Agreement by providing notice as set forth in Section 8.04.

8.04 NOTICE OF TERMINATION FOR DEFAULT. If any party shall have a right of termination for cause in accordance with this Article VIII by virtue of the fact that an Event of Default exists, after all periods of grace and cure have then expired (including any cure period granted to the Credit Institution) the right of termination may be exercised by written notice of termination given to the party in default. The notice shall specify the termination date, which shall be no less than thirty (30) days from the date of such notice, except in the case of abandonment by the Contractor under Section 8.10 herein.

8.05 DISPUTE RESOLUTION.

(a) If a dispute arises from or relates to this contract or the breach thereof and if the dispute cannot be settled through discussions, the parties agree to endeavor first to settle the dispute in an amicable manner by mediation administered by the American Arbitration Association ("AAA") under its Commercial Mediation Rules before resorting to arbitration. Thereafter, any unresolved controversy or claim arising from or relating to this contractor breach thereof shall be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The AAA shall select a mediator or arbitrator, as the case may be, who shall be completely disinterested and possess relevant business experience in solid waste management.

(b) The location of any arbitration or mediation shall be in New York City. The arbitrators shall award to the prevailing party, if any, as determined by the arbitrators, all of its costs and fees. "Costs and fees" mean all reasonable pre-award expenses of the arbitration, travel expenses, out-of-pocket expenses such as copying and telephone, court costs, witness fees, and attorneys' fees. In addition, the arbitrators shall award interest on an award for money payable under this Agreement to the extent this Agreement provides for the payment of such interest.

(c) The Contractor and the Municipality shall, in good faith, take all reasonable measures necessary to facilitate an expeditious resolution of a dispute hereunder. To the extent permitted by Applicable Law, if the arbitrator determines that a party has acted in bad faith in referring any dispute to arbitration, the party acting in bad faith shall pay all of the fees and expenses of the arbitrator and all attorney's fees incurred by the other party in connection with such proceedings.

(d) The Municipality agrees to consolidate any dispute it may have under this Agreement with that of any other similarly situated Municipality and to be bound by any decisions of the arbitrators with respect to such dispute.

(e) Pending final resolution of any dispute (except a dispute regarding the cause for terminating this Agreement), the parties shall continue to fulfill their respective obligations under the Agreement.

(f) Notwithstanding anything to the contrary in this Agreement, neither party shall be required to await the resolution of dispute proceedings regarding the reasons for terminating this Agreement before exercising such party's termination rights. The provisions of paragraph (g) below shall be applicable to any disputes regarding liabilities in connection with such termination.

(g) During any dispute concerning the payment of money or the set-off of amounts due under this Agreement, the amount in controversy shall not be paid or set-off (as the case may be) unless and until the dispute is resolved in favor of the party claiming entitlement to the disputed payment or right of set-off.

8.06 SURVIVAL OF CERTAIN RIGHTS AND OBLIGATIONS. The rights and obligations of the parties governing the ability of any party to terminate this Agreement and the manner of determining the rights of the parties with regard thereto shall survive any termination of this Agreement. No termination of this Agreement shall limit or otherwise affect the respective rights and obligations of any party accrued prior to the date of such termination, including any rights as the result of the breach of this Agreement by either party.

8.07 RIGHT OF TERMINATION NOT EXCLUSIVE. Any rights of termination upon an Event of Default by the Contractor or the Municipality, are not exclusive and may be exercised without prejudice to any right provided by law to any party to bring appropriate action, subject to the preemptory requirements of Section 8.05, to recover actual damages for failure in the performance by the defaulting party of its obligations pursuant to this Agreement.

8.08 RIGHT TO CURE BY CREDIT INSTITUTION.

(a) **Right to Cure.** If the Municipality alleges an Event of Default under this Agreement, then, provided the Contractor has provided the Municipality notice of the name and address of the Credit Institution, the Municipality shall give written notice of the Event of Default to the Credit Institution at the same time that it gives written notice to the Contractor as required under Section 8.02(c)(i). The Credit Institution shall have the same right as the Contractor to arrange for the cure of the Event of Default and shall also have the right (if and when granted to the Credit Institution pursuant to the agreements between it and the Contractor) to substitute for the Contractor a responsible new operator acceptable to the Municipality (referred to herein as "Replacement Contractor"), which right the Credit Institution may invoke upon fourteen (14) days written notice at any time during the period stipulated under Section 8.09(b) to the Municipality and the Contractor. While the Credit Institution shall be entitled to appoint a Replacement Contractor, its right to cure an Event of Default shall apply regardless of whether a Replacement Contractor is appointed. Any Replacement Contractor shall use its best

efforts to effect a Successful Cure as soon as possible, but in no event shall such substitute performance by the Replacement Contractor exceed the cure period set forth in Section 8.09(b)(i).

(b) **Cure Period.** If the Credit Institution invokes its right to cure an Event of Default under Section 8.09(a), there shall be a period within which the Event or Events of Default may be cured (referred to herein as the "Cure Period"), which shall end upon the earliest of:

(i) one (1) year from the date on which the default first occurred or such longer period as is required for the delivery and start up of equipment to cure the default, but in no event longer than two years;

(ii) the date the Credit Institution gives notice to the Municipality that cure is no longer being attempted, or

(iii) the date that all Events of Default have been cured, and, in the event a Replacement Contractor has been appointed, the Replacement Contractor has assumed in writing the obligation to resume full compliance with the terms of this Agreement (herein called a "Successful Cure").

(c) **Operations During Cure Period.** During the Cure Period, neither the Replacement Contractor, if any, nor the Credit Institution shall be liable to the Municipality for damages caused by the Contractor in excess of cash available to Contractor from revenues from the operation of the Facility after payment of obligations to Credit Institutions and operating costs.

(d) **Revenues During Cure Period.** During any Cure Period, the Municipality shall pay to the Credit Institution or Replacement Contractor, if any, as instructed by the Credit Institution, all fees required by Article VI. The operator of the Facility then serving the Municipality (including either the Credit Institution or Replacement Contractor, if any) shall document and provide to the Municipality the information required by this Agreement to be furnished by the Contractor to the Municipality.

(e) **Subsequent to Cure Period.** If a Successful Cure is achieved, upon termination of the Cure Period, the Replacement Contractor, in the event a Replacement Contractor is appointed, shall be subject to all the terms and conditions of this Agreement from the end of the Cure Period to the expiration of the Agreement.

IX. TERM.

9.01 **TERM.** Subject to the further provisions of this Article IX and the provisions of Article VIII, the term of this Agreement shall commence upon signature by the parties and shall remain in effect for a term of twenty (20) Contract Years from the Commencement Date (the "Initial Term"). Following the Initial Term, this Agreement shall be automatically extended for four five-year terms (each such five-year term an "Extension Term"), unless one of the parties gives the other notice of an intent to terminate the Agreement, which notice must be provided no later than one year prior to the expiration of the Initial Term or any Extension Term.

9.02 TERMINATION FOR FAILURE TO MEET CONDITIONS PRECEDENT.
In the event that all conditions precedent stated in Article IV are not satisfied or waived by the December 31, 2014, this Agreement may be terminated by any party hereto upon thirty (30) days' prior written notice by such party to the other party, unless such failure to satisfy all such conditions precedent is caused by an Uncontrollable Circumstance, in which case the date stipulated above shall be extended by that number of days during which an Uncontrollable Circumstance occurred.

X. REPRESENTATIONS AND WARRANTIES.

10.01 REPRESENTATIONS AND WARRANTIES OF THE MUNICIPALITY.
As of the date of execution of this Agreement, the Municipality represents and warrants to the Contractor as follows:

(a) The Municipality is a body politic and corporate, constituting a public instrumentality and political subdivision of the State. The Municipality has agreed to implement solid waste disposal, and to provide solid waste management services to the public.

(b) The Municipality has all requisite power, authority and capacity to enter into and deliver this Agreement and related documents, to engage in the transactions contemplated hereby and to perform its obligations hereunder in accordance with the terms hereof.

(c) The execution, delivery and performance of this Agreement by the Municipality has been duly and effectively authorized by all necessary Municipality action, and the officers of the Municipality who are here undersigned have been empowered by all necessary authorizations and resolutions to execute and deliver this Agreement on its behalf.

(d) This Agreement has been duly and validly executed and delivered on behalf of the Municipality, and assuming due authorization, execution and delivery of this Agreement by the Contractor, this Agreement constitutes the valid and legally binding obligation of the Municipality, enforceable against the Municipality in accordance with its terms, subject to applicable bankruptcy, insolvency, reorganization, moratorium or other similar laws affecting the rights of the parties hereto generally.

(e) There is no action, proceeding or governmental investigation pending or, to the knowledge of the Municipality, threatened against the Municipality which could materially and adversely affect consummation of any of the transactions contemplated hereunder, or which could materially and adversely affect the performance of any of the obligations of the Municipality under this Agreement.

(f) The execution, delivery and performance of this Agreement by the Municipality is not in conflict with and will not result in a breach of, or constitute a default under any provisions of any indenture, contract, agreement or other instrument to which the Municipality is a party or by which the Municipality is bound. The execution, delivery and performance of this Agreement by the Municipality will not violate any provision of law

applicable to the Municipality or any order, writ, injunction, judgment or decree of any court or governmental authority by which the Municipality is bound.

(g) No further order, consent, approval, authorization of, or declaration or filing with any governmental or public body is required in order for the Municipality to execute and deliver this Agreement. No such further order, consent, approval, authorization, declaration or filing is required in order for the Municipality to perform its obligations under this Agreement.

10.02 REPRESENTATIONS AND WARRANTIES OF THE CONTRACTOR. As of the date of execution of this Agreement, the Contractor represents and warrants to the Municipality as follows:

(a) The Contractor is a limited liability company partnership duly organized, validly existing and in good standing under and by virtue of the laws of the State of New York, and is duly authorized to do business in and is in good standing in the State of New York. The copies of its organizational documents heretofore furnished to the Municipality are true, correct and complete copies of such documents.

(b) The Contractor has all requisite power, authority and capacity under the laws of the State of New York, and its organizational documents to enter into and deliver this Agreement and all referenced Exhibits, to engage in the transactions contemplated hereby and to perform its obligations hereunder in accordance with the terms hereof.

(c) There is no action, proceeding or governmental investigation pending or, to the knowledge of the Contractor, threatened against the Contractor which could materially and adversely affect the design, construction, start-up, testing, or performance requirements of the Facility or which could materially and adversely affect consummation of any of the transactions contemplated hereby or which could materially and adversely affect the performance of any of the obligations of the Contractor under this Agreement.

(d) The execution, delivery and performance of this Agreement by the Contractor have been duly and effectively authorized by all necessary Contractor action.

(e) This Agreement has been duly and validly executed and delivered on behalf of the Contractor and assuming due authorization, execution and delivery of this Agreement by the Municipality, this Agreement constitutes the valid and legally binding obligation of the Contractor, enforceable against the Contractor in accordance with its terms, subject to applicable bankruptcy, insolvency, reorganization, moratorium or other similar laws affecting the rights of the parties hereto generally.

(f) The execution, delivery and performance of this Agreement by the Contractor are not in conflict with, and will not result in any breach of, or cause a default under, any of the terms of the Contractor's organizational documents, or with any provisions of any indenture, contract, agreement or other instrument to which the Contractor is a party or by which the Contractor is bound.

(g) The execution, delivery and performance of this Agreement by the Contractor will not violate any provision of law applicable to the Contractor or any order, writ,

injunction, judgment or decree of any court or governmental authority by which the Contractor is bound.

(h) No further order, consent, approval, authorization of, or declaration or filing with, any governmental or public body, is required in order for the Contractor to execute and deliver this Agreement or perform its obligations hereunder, except for the licenses, permits, and other approvals which the Contractor is required to obtain hereunder relating to the design, construction, start-up, testing and operation of any facility.

XI. PARTIES TO AGREEMENT.

The Municipality and the Contractor are independent parties under this Agreement and no party is the servant, agent or employee of the other, nor are they partners or coventurers and none shall share with the others in any risk or liability which arises out of any act of commission or omission in carrying out the provisions of this Agreement or the transactions arising therefrom; provided, however, that each party shall be entitled to enforce this Agreement against the others and seek remedies available at law or in equity and each shall be responsible for its own negligence in carrying out or for breach of the provisions of this Agreement.

The rights and obligations created under this Agreement shall apply exclusively to the parties hereto and their successors and permitted assigns and no rights shall be created in any other party by reason of this Agreement or any separate act or action taken independently by any party hereto. Nothing contained in this Agreement is intended to nor shall it confer upon any person, firm or corporation not a party hereto or referred to herein or consenting hereto or being bound by any obligation hereunder, any right, or vest any cause of action in, or to authorize any such other person to institute, join or maintain any suit or suits, claim or claims against any party hereto.

XII. ENTIRE AGREEMENT.

This Agreement contains the entire agreement and understanding between the Municipality and the Contractor, and there are no other terms, obligations, covenants, representations, or statements or conditions, oral or otherwise, of any kind whatsoever, except as to related documents referred to herein or which are Exhibits hereto. No extension or indulgence granted by either the Municipality or the Contractor; no alteration, change or modification of this Agreement consented to or agreed to by any party; and no act or omission of any party or its agents shall constitute an amendment to, or modification of, this Agreement (nor shall same be interposed as a defense against the enforcement of any party's rights under this Agreement or give rise to an implied waiver of any rights or any equitable estoppel); rather, this Agreement may be modified or amended only by a document in writing which is duly executed by the Municipality and the Contractor. This Agreement shall be binding upon and inure to the benefit of the parties hereto, and their respective legal representatives, successors and permitted assigns.

XIII. NOTIFICATION.

All notices, demands or other communications permitted or required herein to be given by any party to the others shall be in writing and shall be postage prepaid, return receipt requested, or personally delivered.

In the case of the Municipality, notice to designated parties shall be sent as follows:

With a copy to:

In the case of the Contractor, notice to designated parties shall be sent as follows:

TBE-Montgomery, LLC
Attention: James W. Taylor, Jr.
340 Neelytown Road
Montgomery, NY 12549

With a copy to:

Notice shall be sent to such other person or persons and/or addresses as the parties may from time designate in writing to each other.

XIV. AUDIT.

The Contractor shall maintain during the time this Agreement is effective and retain not less than two years after completion thereof, or for such longer period as may be required by law, complete and accurate records of wastes processed by the Contractor at the Facility Site under this Agreement, and the Municipality shall have the right, at any reasonable time, to inspect and audit project records by authorized representatives of its own, or of any public accounting firm it selects. The records to be thus maintained and retained by the

Contractor shall include, without limitation, accounting records of the amounts of all solid waste and hazardous waste, identified by source, delivered to the Facility Site.

XV. AFFIRMATIVE ACTION, EMPLOYMENT POLICY.

15.01 **AFFIRMATIVE ACTION.** The Contractor shall have an affirmative action plan at the facilities operated by it pursuant to this Agreement.

15.02 **DISCRIMINATION IN EMPLOYMENT.** The Contractor agrees that in the performance of this Agreement with the Municipality, it will not discriminate against any worker because of race, creed, color, religion, national origin, handicap or sex, in violation of any applicable federal, state and local laws and regulations.

XVI. MISCELLANEOUS PROVISIONS.

16.01 **MULTIPLE COUNTERPARTS.** This Agreement may be executed in counterparts, each of which shall be deemed an original, and it shall not be necessary in making proof of this Agreement or the terms hereof to produce or account for more than one of such Counterparts provided that the counterpart produced bears the signature of the party sought to be bound.

16.02 **GOVERNING LAW; INTERPRETATION.** This Agreement shall be governed, construed, interpreted and enforced, in all respects, in accord with the laws of the State of New York. Any approval, consent or affirmation required by any party under the terms of this Agreement shall not be unreasonably withheld. The parties hereto agree that each party will perform its obligations and enforce its rights hereunder in good faith. No right, benefit or obligation of the Contractor under this Agreement may be materially and adversely affected by ordinance, regulation or other legislation of the Municipality unless (a) such regulation involves the health and safety of its residents, or (b) the economic effect of such legislation is, as part of such legislation, reflected in an amendment hereto that makes the Contractor whole.

16.03 **SEVERABILITY.** The headings used in this Agreement are solely for ease of reference and shall not be considered in the interpretation or construction of this Agreement. In the event that any provision of this Agreement shall, for any reason, be determined to be invalid, illegal, or unenforceable in any respect, the parties hereto shall negotiate in good faith and agree to such amendments, modifications, or supplements of or to this Agreement or such other appropriate actions as shall, to the maximum extent practicable in light of such determination, implement and give effect to the intentions of the parties as reflected herein, and the other provisions of this Agreement shall, as so amended, modified, or supplemented, or otherwise affected by such action, remain in full force and effect. Without limiting the foregoing provision, the parties agree that in the event this Agreement is determined by a court of law to be franchise, then the term of the Agreement shall be deemed to be the maximum franchise term legally permissible.

16.04 **BINDING EFFECT.** This Agreement shall be binding on and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

16.05 ASSIGNMENT.

(a) The Contractor shall have the right at any time to assign this Agreement and the Contractor's rights hereunder to an affiliated entity, including, without limitation, to a corporation whose shareholders include the Contractor, its partners or other entities affiliated with the Contractor or to a general or limited partnership whose general partners include the Contractor, its partners or other entities affiliated with the Contractor. Upon the Contractor's execution of any such assignment and delivery of notice of such assignment to the Municipality, such assignee shall be deemed to be the "Contractor" for all purposes of this Agreement. The Contractor shall also have the right to collaterally assign this Agreement to a Credit Institution. In the event of any permitted assignment, the Municipality shall certify, if required, that such assignment is permitted and accepted.

(b) Except as set forth in paragraph (a), the Contractor may not assign this Agreement without the prior written consent of the Municipality. This Agreement may not be assigned by the Municipality without the prior written consent of the Contractor. No assignment shall relieve any party of any of its obligations under any provision of this Agreement.

16.06 FAILURE OR INDULGENCE NOT WAIVERS; CUMULATIVE REMEDIES. Except as expressly provided herein, no failure to exercise and no delay in exercising any right, power or remedy hereunder on the part of either party shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or remedy preclude any other or further exercise thereof or the exercise of any other right, power or remedy. No express waiver shall affect any Event of Default other than the Event of Default specified in such waiver; and any such waiver, to be effective, must be in writing and shall be operative only for the time and to the extent expressly provided therein by the waiving party. A waiver of any covenant, term or condition contained herein shall not be construed as a waiver of any subsequent breach of the same covenant, term or condition. All the rights, powers and remedies of any party shall be cumulative and shall be in addition to any and all other rights, powers and remedies provided at law, in equity, by statute or otherwise, except as expressly limited in this Agreement. The exercise of any right, power or remedy by any party shall not in any way constitute a cure or waiver of any Event of Default by the other parties, or prejudice such party in the exercise of any of its rights, powers or remedies.

16.07 FURTHER ASSURANCES. The Municipality and the Contractor each shall use all reasonable efforts to provide such information, execute such further instruments and documents and take such actions, not inconsistent with the provisions of this Agreement and not involving the assumption of obligations or liabilities in excess of or in addition to those expressly provided for in this Agreement, as may be reasonably requested by the other parties to carry out the intent of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers as of the day and year set forth below.

[NAME OF MUNICIPALITY]

By: _____
Name

Title:

TBE-Montgomery, LLC

By: _____
James W. Taylor, Jr.

Title: President

DATE: April __, 2011

SCHEDULE I
[RESERVED]

SCHEDULE 2

WASTE DISPOSAL OPERATIONS

1. Project Operating Standards shall include all rules and regulations posted by the Contractor, all rules and regulations issued by the New York State Department of Environmental Conservation, and all local rules and regulations issued by the Municipality.

RESOLUTION NO.: 122 - 2011

OF

JUNE 20, 2011

RESOLUTION AMENDING RESOLUTION NO: 264-2010,
THE AMENDED 2011 BUDGET FOR THE CITY OF NEWBURGH, NEW YORK
TO TRANSFER \$10,765.00 FROM CONTINGENCY
TO TAX COLLECTOR TO FUND PAYROLL FOR MARIE GIDA
TO CONTINUE AS PART-TIME CASHIER

BE IT RESOLVED, that Resolution No: 264-2010, the 2011 Amended Budget of the City of Newburgh, is hereby amended as follows:

	<u>Decrease</u>	<u>Increase</u>
Contingency A.1900.1990	\$10,765.00	
Tax Collector Temporary Employee A.1330.0110		\$10,765.00

RESOLUTION NO.: 140 - 2011

OF

JULY 11, 2011

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO APPLY FOR AND ACCEPT
IF AWARDED A GRANT FROM THE UNITED STATES DEPARTMENT OF JUSTICE
FOR THE PROJECT SAFE NEIGHBORHOOD (PSN) 2011 PROGRAM
FOR A TOTAL GRANT AMOUNT OF \$35,000.00
WITH NO CITY MATCH REQUIRED**

WHEREAS, the United States Department of Justice has offered a grant under its Project Safe Neighborhood (PSN) 2010 Program to provide funds to implement additional police enforcement to target street level activity during days and times of highest frequency of violent crime, firearm related activity and gang activity and support the use of rental vehicles to be used for surveillance and investigative purposes; and

WHEREAS, the City of Newburgh Police Department wishes to apply for \$35,000.00 from the 2011 Project Safe Neighborhood Program for the City of Newburgh to be used as follows:

\$19,000.00 - Overtime
\$12,000.00 - Vehicle Rentals

WHEREAS, no City match of dollars or in-kind services is required; and

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

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 grant from the United States Department of Justice for the Project Safe Neighborhood (PSN) 2011 Program for a total grant amount of \$35,000.00 with no City match required.

RESOLUTION NO.: 41 - 2011

OF

JULY 11, 2011

A RESOLUTION AUTHORIZING THE CITY MANAGER
TO APPLY FOR, ACCEPT IF AWARDED AND
ENTER INTO AN INTER-MUNICIPAL AGREEMENT BETWEEN
THE COUNTY OF ORANGE AND THE CITY OF NEWBURGH IN CONNECTION
WITH THE 2011 BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT PROGRAM

WHEREAS, the Justice Assistance Grant ("JAG") Program provides funds for various law enforcement agencies throughout the State of New York; and

WHEREAS, the City of Newburgh joined the County of Orange and other local law enforcement agencies in applying for the 2011 Byrne Memorial JAG, which provides funds for various important law enforcement functions as provided by the terms of the award including but not limited to street surveillance cameras, undercover vehicle availability, unmarked patrol vehicles, acquisition of an evidence management system, upgrade to the Live Scan fingerprinting system and related database compilation and access, technology and equipment, record-keeping, training and the enhancement of other important police functions; and

WHEREAS, the City of Newburgh Police Department wishes to apply for \$24,112.00 from the 2011 Local JAG Award for the City of Newburgh to be used as follows:

\$12,056.00 for Mobile Data Terminals for Patrol Cars;
\$12,056 for video equipment for booking room; and

WHEREAS, no City match of dollars or in-kind services is required; and

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

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, accept if awarded and enter into an inter-municipal agreement between the County of Orange and the City of Newburgh in connection with the 2011 Byrne Memorial JAG Program Award to receive funds through the County of Orange under the terms of said program and under the terms and conditions of the agreement, in a form subject to approval of the Corporation Counsel, for various important law enforcement functions for the City of Newburgh and other local law enforcement agencies.

RESOLUTION NO: 143 - 2011

OF

JULY 11, 2011

A RESOLUTION AUTHORIZING THE CITY MANAGER
TO APPLY FOR AND ACCEPT IF AWARDED MONIES
FROM THE NEW YORK STATE DEPARTMENT OF EDUCATION
FOR THE 21ST CENTURY COMMUNITY LEARNING CENTERS GRANT AND
AUTHORIZING ANY AND ALL EXPENDITURES NECESSARY TO FUND
THE PROGRAM THROUGHOUT ITS ENTIRETY THROUGH VENDOR
CONTRACTS AND OTHER PROGRAM RELATED COSTS
AS PER THE STATE APPROVED BUDGET
IN AN AMOUNT NOT TO EXCEED \$899,000.00

WHEREAS, under the Federal 21st Century Community Learning Centers Program, a key component of the Federal *No Child Left Behind Act*, funds are available to community collaboratives to provide expanded academic enrichment opportunities for children attending low performing schools; and

WHEREAS, the legislation's specific purposes are to: (1) provide opportunities for academic enrichment, including providing tutorial services to help students (particularly students in high-poverty areas and those who attend low-performing schools) meet State and local student performance standards in core academic subjects such as reading and mathematics; (2) offer students a broad array of additional services, programs, and activities, such as youth development activities, drug and violence prevention programs, counseling programs, art, music, and recreation programs, technology education programs, and character education programs, that are designed to reinforce and complement the regular academic program of participating students; and (3) offer families of students served by community learning centers opportunities for literacy and related educational development; and

WHEREAS, the City of Newburgh wishes to apply for and accept if awarded a grant under the Federal 21st Century Community Learning Centers Program in an amount not to exceed \$899,000.00 for the period of July 1, 2011 through June 30, 2012; and

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

NOW THEREFORE BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager is hereby authorized to apply for and accept if awarded the 21st Century Community Learning Centers grant in an amount not to exceed \$889,000.00 to support and expand, in collaboration with our valued community partners, quality afterschool services for children and youth in the City of Newburgh; and is authorized to execute such contracts with providers as will enable such programs to be carried out in keeping with the budget for same as approved by New York State.

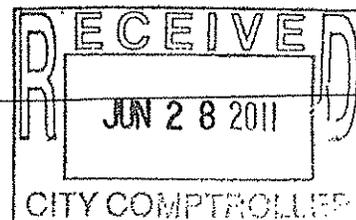
The University of the State of New York
THE STATE EDUCATION DEPARTMENT

PROPOSED BUDGET FOR A
FEDERAL OR STATE PROJECT
FS-10 (01/10)

= Required Field

Local Agency Information			
Funding Source:	21st Century Community Learning Centers-NCL		
Report Prepared By:	Joy Pittman		
Agency Name:	City of Newburgh		
Mailing Address:	83 Broadway		
	Street		
	Newburgh	NY	12550
	City	State	Zip Code
Telephone # of Report Preparer:	845-565-1213ext.7016	County: Orange	
E-mail Address:	jpittman@cityofnewburgh-ny.gov		
Project Funding Dates:	7/1/2011 Start	6/30/2012 End	

INSTRUCTIONS
<ul style="list-style-type: none"> • Submit the original FS-10 Budget and the required number of copies along with the completed application directly to the appropriate State Education Department office as indicated in the application instructions for the grant program for which you are applying. DO NOT submit this form to Grants Finance. • The Chief Administrator's Certification on the Budget Summary worksheet must be signed by the agency's Chief Administrative Officer or properly authorized designee. • An approved copy of the FS-10 Budget will be returned to the contact person noted above. A window envelope will be used; please make sure that the contact information is accurate and confined to the address field without altering the formatting. • For information on budgeting refer to the Fiscal Guidelines for Federal and State Aided Grants at http://www.oms.nysed.gov/cafe/guidance/.



SUPPLIES AND MATERIALS			
Subtotal - Code 45			\$4,000
Description of Item	Quantity	Unit Cost	Proposed Expenditure
Promotional (various items)			\$4,000

SALARIES FOR PROFESSIONAL STAFF			
Subtotal - Code 15			\$176,434
Specific Position Title	Full-Time Equivalent	Annualized Rate of Pay	Project Salary
Project Director	0.75	\$50,628	\$50,628
Afterschool Coordinator Elementary	1 FTE	\$33,181	\$33,181
Afterschool Coordinator Middle	1 FTE	\$29,606	\$29,606
Afterschool Coordinator High	0.75	\$27,135	\$27,135
Data Entry Specialist	1 FTE	\$35,884	\$35,884

SALARIES FOR SUPPORT STAFF			
Subtotal - Code 16			\$59,560
Specific Position Title	Full-Time Equivalent	Annualized Rate of Pay	Project Salary
3 Group Leaders	20hrs wk/p/t	\$18HR	\$34,560
Program Assistant	25hrs wk/pt	\$25HR	\$25,000

PURCHASED SERVICES			
Subtotal - Code 40			\$523,938
Description of Item	Provider of Services	Calculation of Cost	Proposed Expenditure
Teachers (16)	Newburgh Enlarged School District	16 x23.865x2x129	\$98,515
Administrators (3)	Newburgh Enlarged School District	3X51.60X5X129	\$99,846
Nurses (2)	Newburgh Enlarged School District	2X35.821x5X129	\$46,209
Security (4)	Newburgh Enlarged School District	3X19.35X4hrx129	\$29,984
Support Staff	Newburgh Enlarged School District		\$10,320
Supplies	Newburgh Enlarged School District		\$3,200
Transportation (8)	Newburgh Enlarged School District		\$90,300
FICA	Newburgh Enlarged School District		\$17,425
WC	Newburgh Enlarged School District		\$4,311
TR	Newburgh Enlarged School District		\$22,818
ER	Newburgh Enlarged School District		\$6,192
Program Evaluation	Olson Associates	\$750x12	\$11,231
Arts&Cultural/Healthy Lifestyles&recreation	TBA(various)	\$35x 3 hrsx5x150	\$64,037
Family Literacy	TBA(various)	\$175X30wks	\$5,250

Technology Specialist	TBA(various)	\$35HRX2X5X15	\$5,300
Youth Development	TBA(various)	\$35HRX2X5X30	\$9,000

TRAVEL EXPENSES			
Subtotal - Code 46			\$13,200
Position of Traveler	Destination and Purpose	Calculation of Cost	Proposed Expenditures
Project Director	Professional Development		\$1,200
Site Coordinator/Group Leader	Professional Development		\$2,000
Participants	Field Trips/College Tour		\$10,000

Employee Benefits		
Subtotal - Code 80		\$106,506
Benefit		Proposed Expenditure
Social Security		\$18,600
Retirement	New York State Teachers	
	New York State Employees	\$26,089
	Other - Pension	
Health Insurance		\$58,608
Worker's Compensation		\$3,209
Unemployment Insurance		
Other(Identify)		

INDIRECT COST		
A.	Modified Direct Cost Base -- Sum of all preceding subtotals (codes 15, 16, 40, 45, 46, and 80 and excludes the portion of each subcontract exceeding \$25,000 and any flow through funds) **Manual Entry	\$568,951
B.	Approved Restricted Indirect Cost Rate	2.70%
C.	Subtotal - Code 90	\$15,362

For your information, maximum direct cost base = \$883,638.00

To calculate Modified Direct Cost Base, reduce maximum direct cost base by the portion of each subcontract exceeding \$25,000 and any flow through funds.

PURCHASED SERVICES WITH BOCES			
			Subtotal - Code 49
Description of Services	Name of BOCES	Calculation of Cost	Proposed Expenditure

MINOR REMODELING		
		Subtotal - Code 30
Description of Work to be Performed	Calculation of Cost	Proposed Expenditure

EQUIPMENT			
			Subtotal - Code 20
Description of Item	Quantity	Unit Cost	Proposed Expenditure

BUDGET SUMMARY

SUBTOTAL	CODE	PROJECT COSTS
Professional Salaries	15	\$176,434
Support Staff Salaries	16	\$59,560
Purchased Services	40	\$523,938
Supplies and Materials	45	\$4,000
Travel Expenses	46	\$13,200
Employee Benefits	80	\$106,506
Indirect Cost	90	\$15,362
BOCES Services	49	
Minor Remodeling	30	
Equipment	20	
Grand Total		\$899,000

Agency Code:

Project #:

Contract #:

Agency Name:

FOR DEPARTMENT USE ONLY

Funding Dates: _____ From _____ To _____

Program Approval: _____ Date: _____

<u>Fiscal Year</u>	<u>First Payment</u>	<u>Line #</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Voucher # _____ First Payment _____

CHIEF ADMINISTRATOR'S CERTIFICATION
I hereby certify that the requested budget amounts are necessary for the implementation of this project and that this agency is in compliance with applicable Federal and State laws and regulations.

6/28/11 
 Date Signature


 Name and Title of Chief Administrative Officer

Finance: Logged _____ Approved _____ MIR _____

RESOLUTION NO.: 134 - 2011

OF

JULY 11, 2011

A RESOLUTION SCHEDULING A PUBLIC HEARING
FOR AUGUST 8, 2011 TO HEAR PUBLIC COMMENT
CONCERNING A LOCAL LAW AMENDING
CHAPTER 270 ENTITLED "TAXATION" TO PROVIDE FOR THE ADDITION OF
ARTICLE XI ENTITLED
"EXEMPTION OF CAPITAL IMPROVEMENTS TO RESIDENTIAL BUILDINGS"

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 an Local Law amending Chapter 270 entitled "Taxation," to provide for the additional of Article XI, entitled "Exemption of Capital Improvements to Residential Buildings"; 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 8th day of August, 2011, in the 3rd Floor Council Chambers, City Hall, 83 Broadway, Newburgh, New York.

SECTION OF

OF BUILDINGS"

SECTION OF



City of Newburgh
DEPARTMENT OF PLANNING & DEVELOPMENT
City Hall – 83 Broadway
Newburgh, New York 12550

TEL: (845) 569-9400

FAX: (845) 569-9700

TO: Honorable Mayor Valentine and Members of City Council

FROM: Edward Lynch, Director of Planning and Development

E Lynch

RE RPTL Section **421-f Property Tax Exemption** for
Improvements to One and Two Family Residences

DATE: June 28, 2011

CC: Richard Herbek, Acting City Manager

As recently discussed with City Council, New York State's Real Property Tax Law allows municipalities to exempt from property taxes the increased assessment value that might result from improvements made in the reconstruction, alteration or improvement of one and two family residences. The property must be used as residence for no more than two families, and the value of the construction project must exceed \$3000. A Local Law is needed to authorize the local exemption. The project must not be one of ordinary maintenance or repairs.

As with the 485 A property tax exemption recently adopted by City Council for creating mixed use projects, with the **421-f** exemption, the property owner continues to pay taxes on the previous assessed value of the property before improvements are made. Therefore the City would not see its property taxes reduced on the property. The exemption is for a maximum period of eight years, decreasing by 12.5 % each year from a full 100 percent exemption the first year.

The maximum exemption allowed by State Law under this program is \$80,000 in increased assessed value due to the improvement. As with the 485 A program, this exemption may also be allowed by the School District, if it so chooses.

Staff believe that allowing this 8- year exemption may encourage some one and two family homeowners in Newburgh (of which there are many) to modernize and improve their properties, thus helping to stabilize the neighborhoods in which they are located. In Orange County, Woodbury has adopted this exemption. Schenectady, which has distressed areas, also adopted the exemption..

In order for the City Council to adopt this property tax exemption, a public hearing is required and a Local Law must be adopted. Attached is the required public hearing notice and proposed Local Law.

Recommendation

Staff recommends that City Council schedule the public hearing and adopt the Local Law authorizing the Section 421-f Property Tax Exemption. for Improvement to One and Two Family Residences.

LOCAL LAW NO.: 6 - 2011

OF

JULY 11, 2011

A LOCAL LAW AMENDING LOCAL LAW NO.: 6-2007
OF NOVEMBER 26, 2007, WHICH AMENDED THE
INCOME LEVELS AND THE EXEMPTION TERM OF CHAPTER 270 "TAXATION"
ARTICLE V "EXEMPTION FOR FIRST-TIME HOMEBUYERS
OF NEWLY CONSTRUCTED HOMES"
OF THE CODE OF THE CITY OF NEWBURGH

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 Local Law No.: 6-2007 of November 26, 2007" which amended the Income Levels and the Exemption Term of Chapter 270 'Taxation', Article V 'Exemption for First-Time Homebuyers of Newly Constructed Homes' of the Code of the City of Newburgh".

SECTION 2 - PURPOSE AND INTENT

The purpose of this local law is to amend the Code of the City of Newburgh to afford first-time homebuyers of newly constructed homes a partial exemption from real property taxes levied by the City as permitted under New York State Real Property Tax Law Section 457 as same has been amended by the New York State Legislature and to lengthen the exemption term as allowed by law.

SECTION 3 - AMENDMENT

Chapter 270 entitled "Taxation" of the Code of the City of Newburgh is hereby amended by the following amendment to Article V entitled "Exemption for First-Time Homebuyers of Newly Constructed Homes" which is now to read as follows:

denotes deletions

Underlining denotes additions

§ 270-26. Purpose.

The purpose of this article is to provide partial exemption from taxation and special ad valorem levies for owner-occupied, primary residential property that is newly constructed or reconstructed under certain conditions set forth below.

§ 270-27. Definitions.

As used in this article, the following terms, phrases, words and their derivations shall have the following meanings:

FIRST-TIME HOMEBUYER ~ An individual or individuals who have not owned, and are not married to a person who has owned, a primary residential property during the three-year period prior to their purchase of the primary residential property for which this exemption is sought, and do not own a vacation or investment home.

INCOME ~ The adjusted gross income for federal income tax purposes as reported on the applicant's latest available federal or state income tax return, subject to any subsequent amendments or revisions, reduced by distributions, to the extent included in federal adjusted gross income, received from an individual retirement account or an individual retirement annuity; provided that if no such return was filed within the one-year period preceding taxable status date, "income" means the adjusted gross income that would have been so reported if such a return had been filed.

LATEST AVAILABLE RETURN ~ The federal or state income tax return for the tax year immediately preceding the date of making application for the exemption; provided however, that if the tax return for such year has not been filed, then the income tax return for the tax year two years preceding the date of making application will be considered the latest available return.

NEWLY CONSTRUCTED ~ An improvement to real property which was constructed as a one- or two-family house, townhouse or condominium, which has never been occupied and was constructed after November 28, 2001, but on or before December 31, 2016. "Newly constructed" shall also mean that portion of a one- or two-family house, townhouse or condominium that is altered, improved or reconstructed.

PRIMARY RESIDENTIAL PROPERTY ~ Any one- or two-family house, townhouse, or condominium located in this state which is owner-occupied by such homeowner.

denotes deletions

Underlining denotes additions

§ 270-28. Ownership eligibility requirements.

The following ownership eligibility requirements must be met in order to qualify for the first-time homebuyer exemption:

A. The property must be owned by a first-time homebuyer or homebuyers and used as their primary residence. If title to the property is transferred to someone other than the heirs or distributees of the homebuyer(s) during the term of the exemption, the exemption will be discontinued.

B. The combined income of all the owners, and of any of the owners' spouses residing on the property, for the income tax year immediately preceding the date of application for exemption may not exceed \$81,830.00.

§ 270-29. Property use requirements.

The following property use requirements must be met in order to qualify for the first-time homebuyer exemption:

A. The property must be a newly constructed or reconstructed one- or two-family house, townhouse or condominium that is owner-occupied.

B. Other than for reconstruction projects, the home must never have been occupied previously.

C. No portion of an otherwise eligible single-family home may be leased for any purpose, or used primarily for nonresidential purposes, during the time the exemption applies. In either case, the exemption shall be discontinued.

§ 270-30. Sales price and exemption limits.

The maximum sales price of an eligible newly constructed residence must not exceed \$399,370.00 to qualify for exemption. Newly constructed residences purchased by first-time homebuyers at a sales price greater than the maximum eligible sales price shall qualify for exemption for that portion of the sales price equal to the maximum eligible sales price; provided, however, that any newly constructed residence purchased at a sales price greater than \$459,275.00 shall not be allowed any exemption.

§ 270-31. Reconstruction exemption.

The exemption for reconstructed, altered or improved residential property is limited solely to the increase in assessed value attributable to such reconstruction, alteration or improvement, provided that the total market value of the property after the project completion does not exceed \$459,275.00. To be eligible for this exemption on existing homes, the first-time homebuyer must have provided for such reconstruction, alteration or improvement as part of the sale contract of

denotes deletions

Underlining denotes additions

the home or entered into a written contract for such work within 90 days of ~~the~~ purchase of the property. The value of such reconstruction, alteration or improvement must be greater than \$3,000.00 and cannot include the value of ordinary maintenance and repairs.

§ 270-32. Required construction start date and other time requirements.

Property must be constructed or reconstructed by a first-time homebuyer on or before December 31, 2016, unless such purchase is made pursuant to a binding written contract entered into on or before such date, and after November 28, 2001. First-time homebuyers who first received this exemption prior to December 31, 2016, will continue to receive the exemption according to the established schedule below. First-time homebuyers of existing homes seeking the exemption on the basis of reconstruction, alteration or improvement of the property must either have provided for such work in their purchase contract or enter into a written contract for such work within 90 days after the purchase of the home.

§ 270-33. Calculation of exemption.

A. City of Newburgh taxes and special ad valorem levies. The following is the exemption schedule:

Years of Exemption	Percentage of Assessed Valuation Exempt From Taxation
1	50%
2	40%
3	30%
4	20%
5	10%
6 or more	0%

B. City of Newburgh special assessments. No exemption allowed.

§ 270-34. Applications for exemption.

Such exemption shall be granted only upon application by the owner on a form prescribed by the State Board of the Office of Real Property Services to the City of Newburgh Assessor, submitted on or before the appropriate taxable status date and approval of such application by the Assessor.

SECTION 4 - VALIDITY

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

denotes deletions

Underlining denotes additions

SECTION 5 - EFFECTIVE DATE

This Local Law shall take effect immediately when it is filed in the Office of the New York State Secretary of State in accordance with Section 27 of the Municipal Home Rule Law.

SECTION 6 - FILING

In addition to the Office of the New York State Secretary of State, copies of this Local Law shall be filed with the State Board of the Office of Real Property Services and the City of Newburgh Assessor.

denotes deletions

Underlining denotes additions



City of Newburgh
DEPARTMENT OF PLANNING & DEVELOPMENT
City Hall – 83 Broadway
Newburgh, New York 12550

TEL: (845) 569-9400

FAX: (845) 569-9700

TO: Honorable Mayor Valentine and Members of City Council
FROM: Edward Lynch, Director of Planning and Development *Edward Lynch*
RE **Property Tax Exemption for First Time Homebuyers**
DATE: June 28, 2011
CC: Richard Herbek, Acting City Manager

As discussed with City Council, New York State's Real Property Tax Law allows municipalities to exempt from property taxes a portion of the increase in assessed value attributed to improvements of existing homes or new construction purchases made by first time homebuyers of a maximum income level (\$81,830 for entire household). A local law was adopted by the City of Newburgh in November, 2007 to authorize the local exemption.

State Law allowed the exemption to be offered only until December 30, 2010. A recent amendment by the State to the Real Property Tax Law allows municipalities to continue to offer the exemption until December 31, 2016. The definition of "Newly constructed" includes not only entirely new construction but also the alteration, improvement or reconstruction of an existing one or two family house, townhouse or condominium.

During the first year, 50 % of the increase in assessed valued is exempted from property taxation, declining by 10 % each of the five following years, so that, after five years, the property is taxed at full market value.

In this situation, the increase in property taxes attributed to the new construction or rehabilitation will not be fully realized until the sixth year. This tax incentive is for first time home owners, which is a population group the City would want to encourage to purchase new dwellings and to rehabilitate existing dwellings. As indicated in the law, the exemption can be used when a first time homebuyer purchases a new residential unit built after 2001 which has not been previously occupied, be it a house or a condominium.

A first time property owner cannot enjoy during the exemption period both this exemption for improvements and the 421-f exemption for improvements made to the same property.



City of Newburgh
DEPARTMENT OF PLANNING & DEVELOPMENT
City Hall – 83 Broadway
Newburgh, New York 12550

TEL: (845) 569-9400

FAX: (845) 569-9700

In order for the City Council to continue this property tax exemption, a public hearing is required, which Council has scheduled for July 11th, and amendments to the previously adopted Local Law must be approved. Attached is the proposed local law.

Recommendation

Staff recommends that City Council adopt the Local Law Amending Local Law No. 602007 for First Time Homebuyers of Newly Constructed Homes, as defined in the Law.

RESOLUTION NO.: 144 - 2011

OF

JULY 11, 2011

A RESOLUTION AUTHORIZING 90 DAY EXTENSION OF TIME TO
REHABILITATE PREMISES OWNED BY PRESENTATION EDUCATIONAL
FOUNDATION, INC. KNOWN AS 72 BAY VIEW TERRACE
N/K/A 69 BAY VIEW TERRACE (SECTION 48, BLOCK 7, LOT 2)
IN THE CITY OF NEWBURGH

WHEREAS, the City of Newburgh did convey the premises located at 72 Bay View Terrace, more accurately described as Section 48, Block 7, Lot 2 on the official Tax Map of the City of Newburgh by deed dated December 18, 2006; and

WHEREAS, said deed included a provision requiring rehabilitation of the conveyed premises to be completed on or about June 18, 2008; and

WHEREAS, Presentation Educational Foundation, Inc., the owner of property located at 72 Bay View Terrace in the City of Newburgh has been unable to comply with the deadline, but has made substantial progress to rehabilitate 72 Bay View Terrace for use as the Nora Cronin Presentation Academy, a middle school for girls in grades 5 through 8 from low-income families in the City of Newburgh, which establishes a good faith effort and intent to complete the project; and

WHEREAS, by Resolution No.: 120-2008 of July 21, 2008, the Council of the City of Newburgh, New York authorized a one (1) year extension of time to rehabilitate said premises; and

WHEREAS, by Resolution No.: 95-2009 of June 15, 2009, the City Council of the City of Newburgh, New York authorized a one (1) year extension of time to rehabilitate said premises; and

WHEREAS, by Resolution No.: 130-2010 of June 14, 2010, the City Council of the City of Newburgh, New York authorized a one (1) year extension of time to rehabilitate said premises; and

WHEREAS, Presentation Educational Foundation, Inc, despite their diligent efforts to complete the rehabilitation of the premises, has been unable to comply with the deadline, and has made a good faith effort and intends to complete the rehabilitation, and has requested a further extension of time to complete said rehabilitation; and

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

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that a ninety (90) day extension to rehabilitate the premises known as 72 Bay View Terrace n/k/a 69 Bay View Terrace in the City of Newburgh is hereby granted to Presentation Educational Foundation, Inc.; and

BE IT FURTHER RESOLVED; that such rehabilitation must be completed on or before October 19, 2011, from the date previously authorized by Resolution No.: 130-2010 of June 14, 2010.

3d

From: YliPBVM@aol.com [mailto:YliPBVM@aol.com]
Sent: Thursday, June 30, 2011 4:38 PM
To: Lynch, Edward.
Subject: (no subject)

Dear Mr. Lynch,

The permit granted to Presentation Education Foundation by the City Council expires July 21, 2011. May I please request a 60 days extension? We have almost completed the renovation of 69 Bay View Terrace, permanent home of Nora Cronin Presentation Academy. Since this work of renovation has been done mainly with volunteer work, it has taken longer that expected.

Thank you for your kind consideration to this matter.

Gratefully yours,

**Sister Yliana Hernandez, PBVM
Nora Cronin Presentation Academy
120 South Street
Newburgh, NY 12550**