

CITY OF NEWBURGH
INDUSTRIAL DEVELOPMENT AGENCY (IDA)
MINUTES OF BOARD MEETING
May 15, 2023

Present

Board Members: Marlon Ramos, Chairman
Christina Amato, 1st Vice Chair
Adam Pollick, Treasurer
Gregory Nato, Secretary
Robin Yanyiah Pearson - Member

Excused: Michael Kelly, 2nd Vice Chair
Theresa Priester- Member

Staff: Cherisse Vickers, Executive Director
Counsel: Robert J. McLaughlin, Esq., Whiteman Osterman & Hanna

Guests: Sisha Ortuzar and Erik Cooney

1. **Roll Call:** Marlon Ramos, Chairman
2. **Proof of Meeting Notice:** Marlon Ramos, Chairman. Notice Sent and Accepted.
3. **Reading and Approval of Minutes of the Previous Meeting**

Minutes from the regular board meeting of April 17, 2023, were distributed to the board via e-mail.

Discussion: Board member Robin Yanyiah Pearson stated that a comment during last month's Chairman's Report was attributed to Theresa Priester, instead of herself. The record will now reflect that Ms. Pearson made this comment as read aloud by her at this current meeting.

Motion to approve April 17, 2023 amended minutes as presented:

Mr. Nato: Motion to approve the minutes
Ms. Pearson : Motion seconded
VOTE: Unanimously adopted

4. Report of the Treasurer; Approval of Payment of Bills

Treasurer Adam Pollick presented the May 2023 Treasurer's Report to the board.

Motion to approve the May 2023 Treasurer's Report

Ms. Amato: Motion to approve

Mr. Nato: Motion seconded

VOTE: Unanimously adopted

Motion to approve May Bill Payments

Mr. Nato: Motion to approve (Checks 1164-1165,1168-69)

Ms. Pearson: Motion seconded

VOTE: Unanimously adopted

5. Executive Session to discuss the sale of real property

Motion to enter executive session

Ms. Amato: Motion made

Mr. Nato: Motion seconded

VOTE: Unanimously adopted

Motion to leave executive session

Ms. Pearson: Motion made

Ms. Amato: Motion seconded

VOTE: Unanimously adopted

Discussion following the exit of executive session:

Motion to extend the Scobie Drive contract of sale an additional 12 months to end on June 30, 2024

Ms. Amato: Motion made

Mr. Pollick: Motion seconded

VOTE: Unanimously adopted

Resolution 2023-05-15-05 – Authorizing Contract Agreement with Agency Staff

Motion to approve contract with Agency staff with amendments to the dates of the staff contract to May 15, 2023 – May 14, 2024. This will make the contracts annual ones from this day forward, instead of ending on December 31, 2023, to make a calendar year contract.

Ms. Pearson: Motion made

Mr. Nato: Motion seconded

VOTE: Resolution unanimously adopted

6. **Chairman's Report:**

Chairman Ramos met with Mr. Andrew Schrijver of The Foundry. Mr. Schrijver is confident that they will be ready by August 2023 to give the IDA Board a tour of the site. Mr. Ramos noted that the board will have a summer break for the months of July and August.

7. **Counsel's Report**

Albany is in Legislative Session. There are proposed bills that could impact the IDA. Counsel will report if those bills are passed.

Counsel reported on recent news on the Orange County IDA regarding the appointment of a monitor. The monitor would have veto power. This does not apply to any other IDA in the state. It is something to be mindful of.

Crown Castle Cell Phone Tower Lease: The contract is set to expire in February 2024. This is something for the board to consider before that time arrives.

8. **Executive Director's Report:**

Logo: Approved by IDA board

Retreat: June 12, 2023 was chosen. The board meeting will be moved to the 12th as well.

2nd Vice Chair position: Mike Kelly has resigned. An announcement for replacement will be placed online.

9. **New Business:**

Resolution # 2023-05-15-01 Authorizing Consulting Services

Resolution was tabled until next IDA board meeting. Another quote was received right before the board meeting and more time is needed to review and compare quotes.

Resolution # 2023-05-15-02 Authorizing Consulting Services for SEQRA

Discussion: A SEQRA review is required by law on every project proposed for IDA approval. The resolution is recommending the appointment of a consultant to complete parts 2 and 3 of the Environmental Review Form. More than one consulting firm reached out to by Executive Director Vickers, which, satisfies the IDA Procurement Policy.

This an uncoordinated review. After a SEQRA review is done by the IDA Board of Directors, they then have the option of adopting it subject to Planning Board approval.

The board of ZBA has done an uncoordinated review. The Planning Board is doing an uncoordinated review as well. Engaging a consultant allows the IDA to do its own uncoordinated review as well. Because the reviews are uncoordinated and there is a request for the board to proceed, this is being considered.

Ms. Amato: Motion made
Mr. Pollick: Motion seconded

VOTE: Resolution unanimously adopted

Resolution # 2023-05-15-03 Authorizing Banking Services

Discussion: The Audit/Finance Committee met to review the banking services RFP. The IDA received responses from TD Bank, Lakeland Bank and Orange Trust. It is generally prudent to have two banking relationships.

The committee recommends keeping the TD Bank accounts and opening a new account with Lakeland Bank for most of the money to be transferred into a CD account.

TD has been a good partner with the IDA and Lakeland has become a neighborhood bank.

The IDA would keep \$20-30,000.00 in an operating account in TD Bank, move \$4 million into a CD with Lakeland Bank, which, may require a checking account. The remainder of the money would sit in the money market account at TD Bank.

Mr. Nato Motion made
Ms. Pearson Motion seconded

VOTE: Resolution unanimously adopted

Resolution # 2023-05-15-04 Authorization to Enter into a Renewal Lease with Orange County

Ms. Amato commented she did not think the County should have the ability to sublease but thinks that it is not an issue because the lease with the IDA is only 2 years which is a very short period of time.

Counsel noted on page 2 the blank spot will read "1996" – the time the County has been in the building. In section 1, the notice of the disposition of property was added out of an abundance of caution although he does not believe notice is required. A final determination will be made later. "

Ms. Pearson Motion made to approve lease as amended by Counsel.
Mr. Nato Motion seconded

VOTE: Resolution unanimously adopted

10. **Old Business:**

None

11. **Executive Session:** To discuss the draft audit.

Motion to enter Executive Session:

Ms. Amato: Motion to enter Executive Session

May 15, 2023

Mr. Pollick: Motion seconded
VOTE: Unanimously approved

Motion to leave Executive Session:

Mr. Pollick: Motion to leave Executive Session

Mr. Nato: Motion seconded

VOTE: Unanimously approved

No decisions were made in Executive Session.

12. **Adjournment**

As there is no further business to come before the board, a motion to adjourn was made by Ms. Amato and seconded by Mr. Pollick. Unanimously passed.

**CITY OF NEWBURGH INDUSTRIAL DEVELOPMENT AGENCY
TREASURER'S REPORT MAY 15, 2023 MEETING**

OPERATING Account #2847

Opening Balance As of Apr 1, 2023 **\$135,691.38 X = Cleared Bank**
from Bank Statement

Deposits	Payor	Amount		Remarks
	4/1/2023 AT&T	3,767.28	X	Mar CELL TOWER
	4/2/2023 Central Hudson	2,154.31	X	Mar CELL TOWER
	4/17/2023 T-Mobile	5,076.64	X	Mar CELL TOWER
	04/0/2023 T-Mobile	0.00	No Check Yet	Mar CELL TOWER
	4/17/2023 Dish Network	600.00	X	Mar CELL TOWER
	4/17/2023 Dish Network	600.00	X	Apr CELL TOWER
TOTAL DEPOSITS 2847		\$12,198.23		

Disbursements	Check	Check Date	Payee	Amount		Remarks
1149-1155		4/1/2023	VOID	0.00	X	VOID
1156		4/17/2023	ODP Business Solutions	254.99	X	Inv #302964431001
1157		4/17/2023	NYS EDC	625.00	X	Inv #14378
1158		4/17/2023	NYSIF	30.00	X	Inv #63036939
1159		4/17/2023	ODP Business Solutions	84.31	X	Inv #302955545001
1160		4/17/2023	Whiteman, Osterman & Hanna LLP	1,994.00	X	Inv #613827/628501
1161		4/17/2023	Cherisse Vickers	112.22	X	Reimbursed Expenses
1162		4/21/2023	Ashworth Creative	1,750.00	X	Inv #6899
TOTAL CHECKS 2847				\$4,850.52		

Closing Balance from Bank Statement As of Apr 30, 2023 **\$143,039.09 Op Acct #2847**

Outstanding Checks Feb 2023 Outstanding Checks Cleared in March 3,342.30
Outstanding Checks Dec 2022 Outstanding Check 12.50

Closing Balance From Quickbooks **\$139,684.29**

PAYROLL Acct #8243

Opening Balance	As of Apr 1, 2023	\$109,174.25
Credit	Transfer from Op Acct to Fund Payroll	0.00
Debit	4/6/2023 Payroll Fees month of March 2023	55.15
Debit	4/6/2023 Net Pay (part of gross wages)	2,815.03
Debit	4/18/2023 Employer Payroll Tax + Employee WH (part of gross wages)	1,019.37
Debit	4/18/2023 Net Pay (part of gross wages)	2,702.54
Debit	4/18/2023 Employer Payroll Tax + Employee WH (part of gross wages)	963.34
Debit	Net Pay (part of gross wages)	0.00
Debit	Employer Payroll Tax + Employee WH (part of gross wages)	0.00
Closing Balance	As of Apr 30, 2023	<u><u>\$101,618.82</u></u>

Payroll Acct #2843**APPLICATIONS FUND Account #2855**

Opening Balance	As of Apr 1, 2023	<u>\$14,137.50</u>
Closing Balance	As of Apr 30, 2023	<u><u>\$14,137.50</u></u>

App Fund Acct #2855**LESSOR/TENANT Account #2863**

Opening Balance	As of Apr 1, 2023	<u>\$2,400.00</u>
Closing Balance	As of Apr 30, 2023	<u><u>\$2,400.00</u></u>

Lessor Acct #2863**LABOR MONITORING Account #7072**

Opening Balance	As of Apr 1, 2023	\$15,000.00
		\$0.00
Closing Balance	As of Apr 30, 2023	<u><u>\$15,000.00</u></u>

Labor Monitor Acct #2863**MONEY MARKET Account #2871**

Opening Balance	As of Apr 1, 2023	\$4,769,035.19
TRANSFER IN		
Interest credit		12,347.23
Closing Balance	As of Apr 30, 2023	<u><u>\$4,781,382.42</u></u>

MM Acct #2871

CITY OF NEWBURGH
INDUSTRIAL DEVELOPMENT AGENCY

Resolution No. 2023-05-15-01

**RESOLUTION AUTHORIZING
CONSULTING SERVICES**

A regular meeting of City of Newburgh Industrial Development Agency (the “Agency”) was convened in public session at City Hall, 83 Broadway, Newburgh, New York on April 17, 2023, at 6:00 o'clock p.m., local time.

The meeting was called to order by the Chair of the Agency and, upon roll being called, the following members of the Agency were:

PRESENT:

Marlon Ramos	Chairperson
Christina Amato	First Vice Chairperson
Michael Kelly	Second Vice Chairperson
Adam Pollick	Treasurer
Gregory Nato	Secretary
Theresa Priester	Member
Robin Yanyiah Pearson	Member

ABSENT:

AGENCY STAFF PRESENT INCLUDED THE FOLLOWING:

Cherisse Vickers	Executive Director
Catherine D. Kemp, Esq.	Agency Counsel

The following resolution was offered by _____, seconded by _____, to wit:

WHEREAS, the City of Newburgh Industrial Development Agency (the “Agency”) is authorized and empowered by the provisions of Chapter 1030 of the 1969 Laws of New York, constituting Title 1 of Article 18-A of the General Municipal Law, Chapter 24 of the Consolidated Laws of New York, as amended (the “Enabling Act” or the “Act”) and Chapter 577 of the 1982 Laws of New York, as amended, constituting Section 913 of said General Municipal Law (said Chapter and the Enabling Act being hereinafter collectively referred to as the “Act”) to promote,

develop, encourage and assist in the acquiring, constructing, reconstructing, improving, maintaining, equipping and furnishing of industrial, manufacturing, warehousing, commercial, and research and recreation facilities, among others, for the purpose of promoting, attracting and developing economically sound commerce and industry to advance the job opportunities, health, general prosperity and economic welfare of the people of the State of New York, to improve their prosperity and standard of living, and to prevent unemployment and economic deterioration ; and

WHEREAS, subsection (4) of Section 874 of the Act, as added by Chapters 356 and 357 of the Laws of 1993 of the State of New York, requires that the Agency establish a uniform tax exemption policy, with input from affected tax jurisdictions; and

WHEREAS, in accordance with the Act, the Agency has adopted a uniform tax exemption policy (the “Existing Policy”) providing for guidelines for the claiming of real property, mortgage recording and sales tax exemptions; and

WHEREAS, the members of the Agency are conducting a review of the Existing Policy as required under the Agency’s Policy Manual; and

WHEREAS, under Section 858(7) of the Act, the Agency is authorized and empowered to appoint officers, agents and employees, to prescribe their qualifications and to fix their compensation and to pay the same out of funds of the Agency; and

WHEREAS, the members of the Agency desire to engage a consultant to assist with the review of the Existing Policy; and

WHEREAS, the Agency previously engaged MRB Group to undertake **[certain economic development consulting services]** (the “Consulting Services”); and **[Note to Draft: confirm legal name of MRB Group.]**

WHEREAS, the Agency now desires to expand the scope of the Consulting Services to include the review of the Existing Policy; and

WHEREAS, the Agency obtained multiple bids for the expanded Consulting Services in accordance with the Agency’s Procurement Policy.

NOW, THEREFORE, BE IT RESOLVED BY THE MEMBERS OF THE CITY OF NEWBURGH INDUSTRIAL DEVELOPMENT AGENCY, AS FOLLOWS:

Section 1. The Agency hereby confirms the appointment of MRB Group with respect to Consulting Services and the expansion of the Consulting Services to include the review of the Existing Policy.

Section 3. The Chairperson and the Executive Director of the Agency are each hereby authorized to take all reasonable actions necessary to implement the provisions hereof.

Section 4. This Resolution shall take effect immediately.

The question of the adoption of the foregoing resolution was duly put to vote on roll call, which resulted as follows:

Marlon Ramos	VOTING	_____
Christina Amato	VOTING	_____
Michael Kelly	VOTING	_____
Adam Pollick	VOTING	_____
Gregory Nato	VOTING	_____
Theresa Priester	VOTING	_____
Robin Yanyiah Pearson	VOTING	_____

The foregoing resolution was thereupon declared duly adopted.

TABLED

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

I, the undersigned Secretary of City of Newburgh Industrial Development Agency (the “Agency”), do hereby certify that I have compared the foregoing extract of the minutes of the meeting of the members of the Agency held on April 17, 2023 with the original thereof on file in my office, and that the same is a true and correct copy of said original and of the whole of said original so far as the same relates to the subject matters therein referred to.

I FURTHER CERTIFY that (A) all members of the Agency had due notice of said meeting; (B) said meeting was in all respects duly held; (C) pursuant to Article 7 of the Public Officers Law (the “Open Meetings Law”), said meeting was open to the general public, and due notice of the time and place of said meeting was given in accordance with such Open Meetings Law; and (D) there was a quorum of the members of the Agency present throughout said meeting.

I FURTHER CERTIFY that, as of the date hereof, the attached Resolution is in full force and effect and has not been amended, repealed or rescinded.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Agency this __ day of April, 2023.

Secretary

(SEAL)

CITY OF NEWBURGH
INDUSTRIAL DEVELOPMENT AGENCY

Resolution No. 2023-05-15-02

**RESOLUTION AUTHORIZING THE AGENCY
ENGAGE AN ENVIRONMENTAL CONSULTANT**

A regular meeting of City of Newburgh Industrial Development Agency (the "Agency") was convened in public session at City Hall, 83 Broadway, Newburgh, New York on May 15, 2023, at 6:00 o'clock p.m., local time.

The meeting was called to order by the Chair of the Agency and, upon roll being called, the following members of the Agency were:

PRESENT:

Marlon Ramos	Chairperson
Christina Amato	First Vice Chairperson
Adam Pollick	Treasurer
Gregory Nato	Secretary
Robin Yanyiah Pearson	Member

ABSENT:

Michael Kelly	Second Vice Chairperson
Theresa Priester	Member

AGENCY STAFF PRESENT INCLUDED THE FOLLOWING:

Cherisse Vickers	Executive Director
Robert J. McLaughlin, Esq.	Agency Counsel

The following resolution was offered by Christina Amato, seconded by Adam Pollick, to wit:

WHEREAS, the City of Newburgh Industrial Development Agency (the "Agency") is authorized and empowered by the provisions of Chapter 1030 of the 1969 Laws of New York, constituting Title 1 of Article 18-A of the General Municipal Law, Chapter 24 of the Consolidated Laws of New York, as amended (the "Enabling Act" or the "Act") and Chapter 577 of the 1982 Laws of New York, as amended, constituting Section 913 of said General Municipal Law (said Chapter and the Enabling Act being hereinafter collectively referred to as the "Act") to promote, develop, encourage and assist in the acquiring, constructing, reconstructing, improving, maintaining, equipping and furnishing of industrial, manufacturing, warehousing, commercial, and research and recreation facilities, among others, for the

purpose of promoting, attracting and developing economically sound commerce and industry to advance the job opportunities, health, general prosperity and economic welfare of the people of the State of New York, to improve their prosperity and standard of living, and to prevent unemployment and economic deterioration ; and

WHEREAS, to accomplish its stated purposes, the Agency is authorized and empowered under the Act to acquire, construct, reconstruct and install one or more “projects” (as defined in the Act), or to cause said projects to be acquired, constructed, reconstructed and installed, and to convey said projects or to lease said projects with the obligation to purchase; and

WHEREAS, on April 13, 2022, 191 Washington Street LLC, a New York limited liability company, or such other person(s) or entities as may be designated by the Company and agreed upon by the Agency (collectively, the “Company”), submitted an application to the Agency, as amended by letter dated October 18, 2022 (the “Application”), a copy of which Application is on file at the office of the Agency, requesting that the Agency consider undertaking a project (the “Project”) for the benefit of the Company, said Project consisting of the following: (A) the acquisition of an interest in an approximately 40,000 square foot parcel of real property located at 191 Washington Street, Newburgh, New York (the “Land”), (2) the construction and improvement of two (2) new buildings on the Land totaling approximately 70,000 square feet to consist of twelve (12) residential units and commercial space including offices and a farm brewery (the “Facility”) and (3) the acquisition and installation therein and thereon of related fixtures, machinery, equipment and other tangible personal property (collectively, the “Equipment”) (the Land, the Facility, and the Equipment hereinafter collectively referred to as the “Project Facility”), (B) the granting of certain “financial assistance” (within the meaning of Section 854(14) of the Act) with respect to the foregoing, including potential exemptions from certain sales and use taxes, real property taxes, real estate transfer taxes and mortgage recording taxes (collectively, the “Financial Assistance”); and (C) the lease (with an obligation to purchase) or sale of the Project Facility to the Company or such other person as may be designated by the Company and agreed upon by the Agency; and

WHEREAS, pursuant to Article 8 of the New York Environmental Conservation Law, Chapter 43-B of the Consolidated Laws of New York, as amended and the regulations adopted pursuant thereto by the Department of Environmental Conservation of the State of New York, being 6 N.Y.C.R.R. Part 617.1, et. seq., as amended (the “Regulations” and collectively “SEQRA”), the Agency must satisfy the requirements contained in SEQRA prior to making a final determination whether to undertake the Project; and

WHEREAS, pursuant to SEQRA, the Agency is an involved agency in the SEQRA review of the Project, and as an involved agency is required to analyze the Project to determine whether it has the potential to have a significant adverse impact on the environment; and

WHEREAS, under Section 858(7) of the Act, the Agency is authorized and empowered to appoint officers, agents and employees, to prescribe their qualifications and to fix their compensation and to pay the same out of funds of the Agency; and

WHEREAS, in order to comply with the Agency’s obligations under SEQRA, the Agency desires to retain a third-party consultant (the “Consultant”) to assist with the Agency’s analysis of whether the Project has the potential to have a significant adverse impact on the environment; and

WHEREAS, the Agency sought multiple bids for the Consultant services consistent with the Agency’s Procurement Policy; and

WHEREAS, the Consultant shall act as an Agent of the Agency with respect such analysis; and

WHEREAS, the Company, and not the Agency, shall be responsible for the payment of any fees or expenses of the Consultant; and

WHEREAS, the Agency has determined that such action is in the best interest of the Agency.

NOW, THEREFORE, BE IT RESOLVED BY THE MEMBERS OF THE CITY OF NEWBURGH INDUSTRIAL DEVELOPMENT AGENCY, AS FOLLOWS:

Section 1. The Agency hereby confirms the appointment of Lanc & Tully Engineering and Surveying, P.C. as the Consultant with respect to the environmental review of the Project.

Section 2. The Company shall be responsible for the payment of any fee(s) or expense(s) of the Consultant and the Agency shall have no obligation to make any such payment.

Section 3. The Chairperson and the Executive Director of the Agency are each hereby authorized to take all reasonable actions necessary to implement the provisions hereof.

Section 4. This Resolution shall take effect immediately.

The question of the adoption of the foregoing resolution was duly put to vote on roll call, which resulted as follows:

Marlon Ramos	VOTING	YES
Christina Amato	VOTING	YES
Michael Kelly	VOTING	ABSENT
Adam Pollick	VOTING	YES
Gregory Nato	VOTING	YES
Theresa Priester	VOTING	ABSENT
Robin Yanyiah Pearson	VOTING	YES

The foregoing resolution was thereupon declared duly adopted.

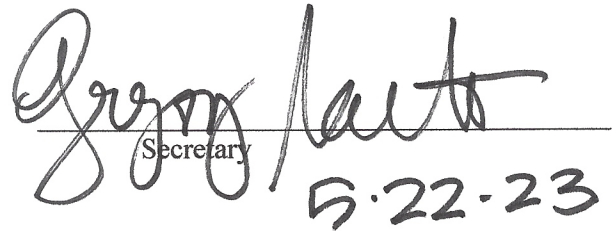
STATE OF NEW YORK)
) SS.:
COUNTY OF ORANGE)

I, the undersigned Secretary of City of Newburgh Industrial Development Agency (the "Agency"), do hereby certify that I have compared the foregoing extract of the minutes of the meeting of the members of the Agency held on May 15, 2023 with the original thereof on file in my office, and that the same is a true and correct copy of said original and of the whole of said original so far as the same relates to the subject matters therein referred to.

I FURTHER CERTIFY that (A) all members of the Agency had due notice of said meeting; (B) said meeting was in all respects duly held; (C) pursuant to Article 7 of the Public Officers Law (the "Open Meetings Law"), said meeting was open to the general public, and due notice of the time and place of said meeting was given in accordance with such Open Meetings Law; and (D) there was a quorum of the members of the Agency present throughout said meeting.

I FURTHER CERTIFY that, as of the date hereof, the attached Resolution is in full force and effect and has not been amended, repealed or rescinded.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Agency this ___ day of May, 2023.


Secretary
5.22.23

(SEAL)

CITY OF NEWBURGH
INDUSTRIAL DEVELOPMENT AGENCY

Resolution No. 2023-05-15-03

RESOLUTION AUTHORIZING
BANKING SERVICES

A regular meeting of City of Newburgh Industrial Development Agency (the "Agency") was convened in public session at City Hall, 83 Broadway, Newburgh, New York on April 17, 2023, at 6:00 o'clock p.m., local time.

The meeting was called to order by the Chair of the Agency and, upon roll being called, the following members of the Agency were:

PRESENT:

Marlon Ramos	Chairperson
Christina Amato	First Vice Chairperson
Adam Pollick	Treasurer
Gregory Nato	Secretary
Robin Yanyiah Pearson	Member

ABSENT:

Michael Kelly	Second Vice Chairperson
Theresa Priester	Member

AGENCY STAFF PRESENT INCLUDED THE FOLLOWING:

Cherisse Vickers	Executive Director
Catherine D. Kemp, Esq.	Agency Counsel

The following resolution was offered by Gregory Nato, seconded by Robin Yanyiah Pearson, to wit:

WHEREAS, the City of Newburgh Industrial Development Agency (the "Agency") is authorized and empowered by the provisions of Chapter 1030 of the 1969 Laws of New York, constituting Title 1 of Article 18-A of the General Municipal Law, Chapter 24 of the Consolidated Laws of New York, as amended (the "Enabling Act" or the "Act") and Chapter 577 of the 1982 Laws of New York, as amended, constituting Section 913 of said General Municipal Law (said Chapter and the Enabling Act being hereinafter collectively referred to as the "Act") to promote, develop, encourage and assist in the acquiring, constructing, reconstructing, improving, maintaining, equipping and furnishing of industrial, manufacturing, warehousing, commercial, and research and recreation facilities, among others, for the purpose of promoting, attracting and developing economically sound commerce and industry to advance the job opportunities, health, general prosperity and economic welfare of the people of the State of New York, to improve their prosperity and standard of living, and to prevent unemployment and economic deterioration ; and

WHEREAS, Section 858 of the New York General Municipal Law authorizes the Agency to designate the depositories of its money either within or without the state; and

WHEREAS, on January 18, 2023, the Agency approved the issuance of a Request for Proposals (the "RFP") seeking proposals from qualified banking institutions for commercial banking services (the "Banking Services"); and

WHEREAS, the Agency received three responses to the RFP (the "Responses"); and

WHEREAS, based upon its review of the Responses, the Board has determined that TD Bank and Lakeland Bank submitted the most competitive response.

NOW, THEREFORE, BE IT RESOLVED BY THE MEMBERS OF THE CITY OF NEWBURGH INDUSTRIAL DEVELOPMENT AGENCY, AS FOLLOWS:

Section 1. The Agency hereby approves the appointment of TD Bank and Lakeland Bank for the Banking Services.

Section 2. The Chairperson is hereby authorized to take all reasonable actions necessary to implement the provisions thereof.

Section 3. This Resolution shall take effect immediately.

The question of the adoption of the foregoing resolution was duly put to vote on roll call, which resulted as follows:

Marlon Ramos	VOTING	YES
Christina Amato	VOTING	YES
Michael Kelly	VOTING	ABSENT
Adam Pollick	VOTING	YES
Gregory Nato	VOTING	YES
Theresa Priester	VOTING	ABSENT
Robin Yanyiah Pearson	VOTING	YES

The foregoing resolution was thereupon declared duly adopted.

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

I, the undersigned Secretary of City of Newburgh Industrial Development Agency (the "Agency"), do hereby certify that I have compared the foregoing extract of the minutes of the meeting of the members of the Agency held on May 15, 2023 with the original thereof on file in my office, and that the same is a true and correct copy of said original and of the whole of said original so far as the same relates to the subject matters therein referred to.

I FURTHER CERTIFY that (A) all members of the Agency had due notice of said meeting; (B) said meeting was in all respects duly held; (C) pursuant to Article 7 of the Public Officers Law (the "Open Meetings Law"), said meeting was open to the general public, and due notice of the time and place of said meeting was given in accordance with such Open Meetings Law; and (D) there was a quorum of the members of the Agency present throughout said meeting.

I FURTHER CERTIFY that, as of the date hereof, the attached Resolution is in full force and effect and has not been amended, repealed or rescinded.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Agency this ___ day of May 2023.

Secretary
5.22.23

(SEAL)

CITY OF NEWBURGH
INDUSTRIAL DEVELOPMENT AGENCY

Resolution No. 2023-05-15-04

**RESOLUTION AUTHORIZING THE AGENCY
TO ENTER INTO A RENEWAL OF A LEASE AGREEMENT**

A regular meeting of City of Newburgh Industrial Development Agency (the “Agency”) was convened in public session at City Hall, 83 Broadway, Newburgh, New York on May 15, 2023, at 6:00 o'clock p.m., local time.

The meeting was called to order by the Chair of the Agency and, upon roll being called, the following members of the Agency were:

PRESENT:

Marlon Ramos	Chairperson
Christina Amato	First Vice Chairperson
Adam Pollick	Treasurer
Gregory Nato	Secretary
Robin Yanyiah Pearson	Member

ABSENT:

Michael Kelly	Second Vice Chairperson
Theresa Priester	Member

AGENCY STAFF PRESENT INCLUDED THE FOLLOWING:

Cherisse Vickers	Executive Director
Robert J. McLaughlin, Esq.	Agency Counsel

The following resolution was offered by Robin Yanyiah Pearson, seconded by Gregory Nato, to wit:

WHEREAS, the City of Newburgh Industrial Development Agency (the “Agency”) is authorized and empowered by the provisions of Chapter 1030 of the 1969 Laws of New York, constituting Title 1 of Article 18-A of the General Municipal Law, Chapter 24 of the Consolidated Laws of New York, as amended (the “Enabling Act”) and Chapter 577 of the 1982 Laws of New York, as amended, constituting Section 913 of said General Municipal Law (said Chapter and the Enabling Act being hereinafter collectively referred to as the “Act”) to promote, develop, encourage and assist in the acquiring, constructing, reconstructing, improving, maintaining, equipping and furnishing of industrial, manufacturing,

warehousing, commercial, and research and recreation facilities, among others, for the purpose of promoting, attracting and developing economically sound commerce and industry to advance the job opportunities, health, general prosperity and economic welfare of the people of the State of New York, to improve their prosperity and standard of living, and to prevent unemployment and economic deterioration; and

WHEREAS, to accomplish its stated purposes, the Agency is authorized and empowered under the Act to make contracts and leases, and to execute all instruments necessary or convenient to or with any person, firm, partnership or corporation, either public or private; and

WHEREAS, the Agency is the owner of that certain real property commonly know as the Armory and located at 143-147 Broadway in the City of Newburgh, State of New York and further identified as SBL No. 36-3-1.2 (the "Property"); and

WHEREAS, the County of Orange, New York (the "County") has occupied the Property since 1996 pursuant to a written sublease and thereafter, since on or about 2016, as a month-to-month tenant; and

WHEREAS, the Agency now desires to memorialize the County's continued tenancy by execution of a Lease Agreement in substantially the form attached hereto as Exhibit A; and

WHEREAS, the Board of the Agency has determined that it is in the best interest of the Agency to enter into the Lease Agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE MEMBERS OF THE CITY OF NEWBURGH INDUSTRIAL DEVELOPMENT AGENCY, AS FOLLOWS:

Section 1. The Agency hereby approves the Lease Agreement in the form attached hereto as Exhibit A. Notwithstanding the foregoing, the Agency's approval shall be subject to the Agency's submission of a Notice of Disposition of Property by Negotiation to the Authorities Budget Office pursuant to Section 2897(6)(d) of the New York Public Authorities Law, if applicable.

Section 3. The Chairperson or the Executive Director of the Agency is hereby authorized, on behalf of the Agency, to execute and deliver the Lease Agreement.

Section 4 The Chairperson and the Executive Director of the Agency are each hereby authorized to take all reasonable actions necessary to implement the provisions hereof.

Section 5. This Resolution shall take effect immediately.

The question of the adoption of the foregoing resolution was duly put to vote on roll call, which resulted as follows:

Marlon Ramos	VOTING	YES
Christina Amato	VOTING	YES
Michael Kelly	VOTING	ABSENT
Adam Pollick	VOTING	YES
Gregory Nato	VOTING	YES
Theresa Priester	VOTING	ABSENT
Robin Yanyiah Pearson	VOTING	YES

The foregoing resolution was thereupon declared duly adopted.

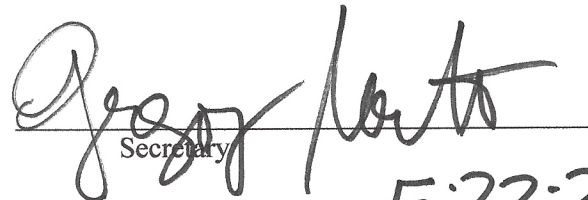
STATE OF NEW YORK)
) SS.:
COUNTY OF ORANGE)

I, the undersigned Secretary of City of Newburgh Industrial Development Agency (the "Agency"), do hereby certify that I have compared the foregoing extract of the minutes of the meeting of the members of the Agency held on May 15, 2023 with the original thereof on file in my office, and that the same is a true and correct copy of said original and of the whole of said original so far as the same relates to the subject matters therein referred to.

I FURTHER CERTIFY that (A) all members of the Agency had due notice of said meeting; (B) said meeting was in all respects duly held; (C) pursuant to Article 7 of the Public Officers Law (the "Open Meetings Law"), said meeting was open to the general public, and due notice of the time and place of said meeting was given in accordance with such Open Meetings Law; and (D) there was a quorum of the members of the Agency present throughout said meeting.

I FURTHER CERTIFY that, as of the date hereof, the attached Resolution is in full force and effect and has not been amended, repealed or rescinded.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Agency this __ day of May, 2023.


Secretary
5.22.23

(SEAL)

EXHIBIT A

LEASE AGREEMENT

THIS LEASE is entered into as of this ___ day of May, 2023, by and between the CITY OF NEWBURGH INDUSTRIAL DEVELOPMENT AGENCY, a public benefit corporation of the State of New York, with offices at City Hall, 83 Broadway, Newburgh, New York 12550, (hereinafter referred to as "Landlord"), and COUNTY OF ORANGE, NEW YORK, a municipal corporation (hereinafter referred to as "Tenant"), a County of the State of New York with principal offices at the Government Center, 255-275 Main street, Goshen, New York.

WITNESSETH :

ARTICLE 1: Premises, Term & Rents

I .01 Landlord hereby leases to Tenant, and Tenant hereby hires from Landlord the Demised Premises, as is hereinafter defined, consisting of 36,907 square feet (the "Demised Premises"), which Demised Premises are a portion of the hereinafter defined Building, known as the Armory and located at 143-147 Broadway, City of Newburgh, New York 12550 (Section 36, Block 3, Lot 1.2), which building, in total, consists of 45,600 square feet (the "Building"). Landlord hereby leases to Tenant and Tenant hereby hires from the Landlord the Demised Premises, as hereinafter defined, for the term and rents hereinafter stated, and upon and subject to the conditions and covenants hereinafter provided.

THE DEMISED PREMISES OF 36,907 SQUARE FEET AND IS COMPRISED OF THE FOLLOWING COUNTY OF ORANGE DEPARTMENTS:

1. DISTRICT ATTORNEY 3,096 SQ.FT.
2. MENTAL HEALTH 6,507 SQ.FT.
3. PROBATION 5,507 SQ. FT.
4. SOCIAL SERVICES 21,797 SQ.FT.

The Demised Premises hereby leased to Tenant will consist of 36,907 gross square

feet (hereinafter "Demised Premises"), located in the Building, together with the right to park in the parking lot on City of Newburgh Tax Map Section 36, Block 3, Lot 1.2, the property on which the Building is located. The Tenant shall also have the right to park in the parking lot located on Ann Street, City of Newburgh Tax Map Section 36, Block 4, Lot 3.2.

The term of the lease, for which the Demised Premises are hereby leased, shall commence on January 1, 2023 (hereinafter called the "Commencement Date"), and shall expire at noon, Two (2) years thereafter, on December 31, 2024, (hereinafter called the "Expiration Date") or on such earlier date upon which said term may expire or be cancelled or terminated pursuant to any of the conditions or covenants of this lease or pursuant to law.

THE TENANT SHALL HAVE THE RIGHT, IN TENANT'S SOLE DISCRETION, UPON SIXTY (60) DAYS PRIOR WRITTEN NOTICE TO THE LANDLORD, TO TERMINATE ALL OR PART OF THE RENTAL OF THE DEMISED PREMISES AND/OR TO TERMINATE THE ENTIRE LEASE.

IN THE EVENT THAT THE TENANT PROVIDES A SIXTY (60) DAY WRITTEN

NOTICE OF TENANT'S INTENT TO VACATE A PORTION OF THE DEMISED PREMISES, THE TERMINATED AND VACATED PART OF THE DEMISED PREMISES WILL BE RELEASED FROM THE LEASE TERMS ON THE DATE SET FORTH IN SUCH SIXTY (60) DAY NOTICE AND THE TOTAL SQUARE FOOTAGE OF THE DEMISED PREMISES, AND THE RENT AND TENANT'S SHARE OF ADDITIONAL RENT BASED ON SQUARE FOOTAGE OF DEMISED PREMISES WILL THEN BE REDUCED PROPORTIONATELY COMMENCING WITH THE FIRST MONTHLY PAYMENT DUE AFTER SUCH SIXTY (60) DAYS HAS EXPIRED. NO AMOUNT WILL BE PRORATED FOR ANY PERIOD OF TIME EXISTING BETWEEN THE EXPIRATION OF THE SIXTY (60) DAY NOTICE AND THE SUBSEQUENT MONTH'S RENT PAYMENT.

AN EXAMPLE OF THE TERMINATION OF ONLY PART OF THE DEMISED PREMISES IS AS FOLLOWS:

ASSUMING THE TENANT PROVIDED THE LANDLORD WITH A SIXTY (60) DAY NOTICE OF ITS INTENTION TO VACATE 6,507 SQUARE FEET OF THE DEMISED PREMISES, PRESENTLY OCCUPIED BY THE MENTAL HEALTH DEPARTMENT, THE MONTHLY RENT OF THE DEMISED PREMISES WOULD BE ADJUSTED TO REFLECT THE REDUCTION IN THE TOTAL RENTED SPACE FROM 36,907 SQUARE FEET TO 30,400 SQUARE FEET (36,907 LESS 6,507 = 30,400) AND THE TENANT'S PROPORTIONATE SHARE OF ADDITIONAL RENT WOULD BE REDUCED FROM 81% TO 67% .

IN THE EVENT TENANT, IN TENANT'S SOLE DISCRETION, ELECTS TO PROVIDE LANDLORD WITH SIXTY (60) DAYS' NOTICE OF TERMINATION OF THE ENTIRE LEASE (THE "EARLY TERMINATION DATE"), WHEREBY TENANT ELECTS TO VACATE THE ENTIRE DEMISED PREMISES, THE LEASE SHALL EXPIRE ON THE EARLY TERMINATION DATE, THE TENANT SHALL PAY RENT UP TO AND INCLUDING THE EARLY TERMINATION DATE, HOWEVER, THE RENT WILL NOT BE PRORATED IF THE SIXTY (60) DAY NOTICE EXPIRES PRIOR TO THE END OF MONTH. UPON THE EXPIRATION OF THE SIXTY (60) DAY NOTICE, THE TERM OF THIS LEASE AGREEMENT AND ALL OBLIGATIONS OF THE TENANT AND LANDLORD UNDER THIS LEASE SHALL EXPIRE ON THE EARLY TERMINATION DATE, AS FULLY AND COMPLETELY AS IF SUCH DATE WERE THE DATE SET FORTH ABOVE FOR THE TERMINATION OF THE LEASE AGREEMENT. TENANT SHALL QUIT, SURRENDER AND VACATE THE DEMISED PREMISES AS OF THE EARLY TERMINATION DATE AND THE TENANT SHALL HAVE NO FURTHER OBLIGATIONS TO LANDLORD UNDER THIS LEASE AGREEMENT, NOR SHALL LANDLORD HAVE ANY FURTHER OBLIGATION TO TENANT UNDER THIS LEASE AGREEMENT.

Tenant shall pay rent to Landlord as follows:

- (a) Base Rent: 36,907 Gross Square Feet (which may be adjusted as further provided for herein) at \$12.00 per square foot; \$442,884.00 annually.
- (b) Parking Lot: 36,907 Gross Square Feet (based on the current Demised Premises and notwithstanding the size

of the parking lot) at \$0.91 per square foot; \$33,585.37ually.

- (c) Total Annual Rent payable by Tenant to Landlord is \$476,469.37.
- (d) Landlord has agreed to accept Annual Rent in the form of equal monthly payments in the amount of \$39,705.78 (the "Fixed Rent").
- (e) Tenant shall also be responsible for "Additional Rent" as defined herein.

Fixed Rent and Additional Rent shall be paid on first (1st) calendar day of every month, with no additional notice of demand required. Payments shall be considered "late" if not received by Landlord by the fifteenth (15th) calendar day of the month..

Fixed Rent and Additional Rent shall all be paid to Landlord at its office, or such other place, or to such agent and at such place, as Landlord may designate by written notice to Tenant.

The Landlord is NOT holding any Security Deposit. ARTICLE 2: Use

Tenant shall use and occupy the Demised Premises for executive and general offices, and for any and all municipal or municipal-related purposes, and PERMITTED ACCESSORY USES.

Tenant shall not at any time use or occupy, or suffer or permit anyone to use or occupy, the Demised Premises, or do or permit anything to be done in the Demised Premises, in violation of the code of the City of Newburgh or in violation of the Certificate of Occupancy for the Demised Premises or for the Building.

ARTICLE 3: Subordination Notice to Mortgagees

Lease, and all rights of Tenant hereunder, are and shall be subject and subordinate in all respects to all mortgages which may now or hereafter affect the Land and/or the Building, and to all renewals, modifications, replacements and extensions of such mortgages and spreaders and consolidations of such mortgages. This Section shall be self-operative, and no further instrument of subordination shall be required. In confirmation of such subordination, Tenant shall within Thirty (30) days after written request execute and deliver any document that Landlord, or the holder of any such mortgage or any of their respective successors in interest may reasonably request to evidence such subordination.

If the holder of a superior mortgage shall succeed to the rights of Landlord under this Lease, whether through possession or foreclosure action or delivery of a new deed, then, at the request of such party so succeeding to Landlord's rights (herein sometimes called "successor landlord"), Tenant shall attorn to and recognize such successor landlord as Tenant's landlord under this Lease, and shall promptly execute and deliver any instrument that such successor landlord may reasonably request to evidence such attornment. Upon such attornment this Lease shall continue in full force and effect as, or as if it were, a direct lease between the successor landlord and Tenant upon all of the terms, conditions and covenants as are set forth in this lease and shall be applicable after such attornment.

ARTICLE 4: Quiet Enjoyment

So long as Tenant pays all of the Fixed Rent and Additional Rent due hereunder and

performs all of Tenant's other obligations hereunder, Tenant shall peaceably and quietly have, hold and enjoy the Demised Premises.

ARTICLE 5: Assignment and Subletting

Tenant, for itself, and its legal representatives, successors and assigns, expressly covenants that it shall not, except as noted herein, assign, mortgage or encumber this agreement, nor sublet, nor suffer, nor permit the Demised Premises or any part thereof to be used or occupied by others, without the prior written consent of Landlord in each instance, which consent shall not be unreasonably withheld. Notwithstanding anything else to the contrary herein, Tenant, for itself, and its legal representatives, successors and assigns, is permitted, upon notice to and written consent of Landlord which consent shall not be unreasonably withheld to assign and/or sublet any portion of the Demised Premises to any person or entity for offices for the purpose of administering or carrying out any federal, state or local governmental or governmental-related program. No assignment shall relieve Tenant of its obligations hereunder and the assignee shall assume the obligations of Tenant hereunder. Landlord shall be under no obligation to approve an assignment or sublet proposed by Tenant.

ARTICLE 6: Compliance with Laws and Requirements of Public Authorities

Tenant shall give prompt notice to Landlord of any notice it receives of the violation of any law or requirement of a public authority, and if Tenant is at fault and is the cause of such notice being issued owing to its actions or manner of its use, Tenant shall at its sole cost and expense comply with all laws and requirements of public authorities which

shall, with respect to the Demised Premises or the use and occupation thereof, or the abatement of a nuisance, impose any violation, order or duty on Landlord or Tenant, (i) requiring non-structural changes, or (ii) affecting the interior of the Demised Premises. If any such alterations to the subject building, including, but not limited to, the Demised Premises, are made by Landlord in order to comply with any such requirements, at any time after the date of this Lease and prior to the expiration date of this Lease, the cost of any such alterations shall, for the purposes herein be deemed amortized by Landlord in accordance with an amortization schedule with a reasonable interest factor included therein, determined by Landlord in Landlord's reasonable judgment (provided such interest factor shall not exceed the then prevailing interest rate), and during each calendar year which shall include any part of the demised term of the Lease for which such amortization shall be applicable. Tenant shall pay to Landlord a sum equal to Tenant's Percentage of any such amortization and interest applicable to such calendar year. The sum referred to herein shall be considered "Additional Rent".

ARTICLE 7: Insurance.

Tenant shall maintain at Tenant's sole cost and expense, casualty insurance on the Demised Premises, which shall contain an appropriate clause in, or an endorsement upon, each fire or extended coverage policy obtained by it and covering the Building, the Demised Premises or the personal property, fixtures and equipment located therein or thereon, pursuant to which the respective insurance companies waive subrogation or permit the insured, prior to any loss, to agree

with a third party to waive any claim it might have against said third party.

Subject to the foregoing provisions of this Section and insofar as may be permitted by the terms of the insurance policies carried by it, each party hereby releases the other with respect to any claim (including a claim for negligence) which it might otherwise have against for loss, damages or destruction with respect to its property by fire or other casualty (including rental value or business interruption, as the case may be) occurring during the term of this lease.

ARTICLE 8: ADDITIONAL RENT

The fixed annual rent payable by Tenant shall be augmented in accordance with this Article, and the following definitions shall apply:

The term "Tenant's Percentage" shall mean Eighty One percent (81%) as of the date of this Lease. However, if, in accordance with the provisions of Article 1, if the Tenant shall reduce the amount of space leased as the Demised Premises, the Tenant's Percentage shall be reduced proportionately.

The term "Real Estate Taxes" shall mean all taxes and assessments (including sewer rents or water or sewerage charges, if any) levied, assessed or imposed at any time by any governmental authority upon or against the Building, and also any tax or assessment levied, assessed or imposed at any time by any governmental authority in connection with the gross receipts of income or rents from said land and/or Building, excluding Landlord's general income taxes. If any Real Estate Taxes are permitted to be paid in installments and Landlord elects to pay said tax in installments, then all references in this paragraph to the

dates on which real estate taxes are payable shall be deemed to refer to the dates on which the installments are payable.

Tenant shall pay to Landlord as Additional Rent for each year during the term of the Lease an amount equal to Tenant's Percentage of Real Estate Taxes for such year. Landlord shall furnish to Tenant statements of the Real Estate Taxes from each taxing authority payable during each applicable tax year. Additional Rent for each applicable tax year for each taxing authority in the amount equal to Tenant's Percentage shall be due from Tenant to Landlord and such Additional Rent shall be payable by Tenant to Landlord within SIXTY (60) days after receipt of the aforesaid statements.

In the event of any reduction in Real Estate Taxes after final assessment and with respect to which Tenant has paid its pro rata share, any such reduction, less actual fees and expenses incurred to obtain such reduction, shall be refunded in proportionate amounts to Tenant.

ARTICLE 9: Tenant's Changes

After the Commencement Date herein, only with the prior written consent of the Landlord, may Tenant from time to time during the term of this Lease make such alterations, additions, installations, substitutions, improvements and decorations (hereinafter collectively called "changes", and, as applied to changes provided for in this Article, "Tenant's Changes") in and to the Demised Premises, excluding structural changes which shall be prohibited, as Tenant may reasonably consider necessary for the conduct of its business in the Demised Premises, all at its sole cost and expense and on the following conditions::

The outside appearance or the strength of the Building or of any of its structural parts shall not be affected.

No part of the Building outside of the Demised Premises shall be physically affected.

The proper functioning and the availability to other tenants of any of the mechanical, electrical, sanitary and other service systems of the Building shall not be adversely affected; the usage of such systems by Tenant shall not be materially increased or new systems added.

Tenant, at its sole cost and expense, shall obtain all necessary governmental permits and certificates for the commencement and prosecution of Tenant's Changes and for final approval thereof upon completion, and shall cause Tenant's Changes to be performed in compliance therewith and with all applicable laws and requirements of public authorities, and with all applicable requirements of insurance bodies, and in good and workmanlike manner, using new materials and equipment at least equal in quality and class to the original installations in the Building. Tenant's Changes shall be performed in such manner as not to interfere unreasonably with or delay, and as not to impose any additional expense upon, (unless Tenant shall indemnify Landlord therefor to the latter's reasonable satisfaction) Landlord in the construction maintenance or operation of the Building. Throughout the performance of Tenant's Changes, Tenant, at its sole cost and expense, shall carry, or cause to be carried, workmen's compensation insurance in statutory limits. All electrical and plumbing work in connection with Tenant's Changes shall be performed by contractors or subcontractors licensed therefor by all governmental agencies having or asserting jurisdiction.

ARTICLE 10: Tenant's Property

All fixtures, paneling, partitions, lighting fixtures, special cabinet work, other business and trade fixtures, machinery and equipment, communications equipment and office equipment, whether or not attached to or built into the Demised Premises, which are installed in the Demised Premises by or for the account of Tenant after the Commencement Date, without expense to Landlord, and can be removed without material damage to the Building, and all furniture, furnishings and other articles of movable personal property owned by Tenant and located in the Demised Premises, (all of which are sometimes called "Tenant's Property") shall be and shall remain the property of Tenant and may be removed by it at any time during the term of this Lease; provided that if any of Tenant's Property is removed, Tenant or any party or person entitled to remove same shall repair or pay the cost of repairing any damage to the Demised Premises or to the Building resulting from such removal. Any equipment or other property for which Landlord shall have granted any allowance or credit to Tenant, or which has replaced such items originally provided by Landlord at Landlord's expense, shall not be deemed to have been installed by or for the account of Tenant, without expense to Landlord, and shall not be considered Tenant's Property.

ARTICLE 11: Repairs and Maintenance

Tenant shall take ordinary care of the interior of the Demised Premises. Tenant, at its sole cost and expense, shall promptly make all ordinary nonstructural interior repairs to the Demised Premises as shall be required, by reason of (i) the performance or existence of Tenant's Changes, (ii) the moving of Tenant's Property in or out of the Building, or (iii) the adjudicated misuse or neglect of Tenant or

any of its employees. Landlord shall be responsible for structural repairs to the Building, except as otherwise specified in this Lease.

ARTICLE 12: Gas, Electricity and Other Utilities

Electrical service is not included in the fixed rent reserved under this lease, and the charge therefor shall be payable as Additional Rent only as provided below. Tenant shall furnish and install, at Tenant's expense, all replacement light bulbs, tubes and ballasts in the Demised Premises.

If it is impractical for the Demised Premises to be separately metered for either gas or electricity, then Landlord shall furnish gas and/or electric current to the Demised Premises at Landlord's cost therefor. Landlord's cost shall be determined by survey as provided below. The cost shall be retroactive to the Commencement Date of the Lease and paid in monthly installments in advance, together with fixed rent and will be considered "Additional Rent". If at any time after the initial survey the Tenant shall install additional equipment, increase the lighting load or operate during longer than its customary business hours, or the public utility corporation supplying gas or electrical service to the Building shall increase or decrease its charges, then the charge for gas and electric currently payable hereunder shall thereupon be adjusted by Landlord to reflect such increase or decrease in the cost to Landlord of gas and electricity service by a proportionate increase or decrease. Whenever the amount of any such increase or decrease is determined, Landlord shall advise Tenant in writing and such increase or decrease shall be effective from

the effective date of such increase or decrease in the public utility rate schedule or other charges.

Landlord shall promptly after Tenant is in occupancy or from time to time at Landlord's option after a rate change or usage change, engage an independent engineer or consulting firm (hereinafter called "Landlord's Consultant") who shall make surveys (hereinafter called the "Survey") of the Demised Premises, as to electricity indicating the lighting load office equipment and electrical usage of Tenant on a connected load basis (including kilowatts and kilowatt hours) and also as to gas, indicating the usage as of the date of the Survey, and shall compute the monthly amount (hereinafter called the "Usage Charges"), to be paid by Tenant for the furnishing of gas/electrical service (energy and demand) to Tenant by Landlord. Landlord's Consultant shall base his computations on the value to Tenant of the estimated gas service and the estimated electrical service to be furnished to Tenant on a connected load basis (including kilowatts and kilowatt hours) for the succeeding twelve (12) month period. Landlord's Consultant shall notify Landlord and Tenant of his computation of the Usage Charges (which shall be binding upon both parties). The fees of Landlord's Consultant shall be borne by Landlord unless requested by Tenant.

ARTICLE 13: Heat, Ventilation and Air-Conditioning

Tenant, at its sole cost and expense, shall maintain and repair the heating, ventilating and air-conditioning systems (hereafter

called the "systems"). Tenant shall pay the gas and charges for operation of the systems as part of the utility charges set forth in this Lease.

ARTICLE 14 Landlord's Other Services

Landlord, at its expense, shall provide public elevator service, and shall be solely responsible for ensuring that the Building is in compliance with the Americans with Disabilities Act and other similar governmental requirements. Landlord shall be responsible for structural repairs to the Building, except as otherwise specified in this Lease.

The Demised Premises shall be kept clean by Tenant at Tenant's sole cost and expense. Tenant covenants and agrees to handle the collection of its trash and garbage in a fashion that will maintain the Demised Premises in ordinary care, free from debris, garbage and vermin and rodents. Tenant covenants and agrees to cause all its trash and garbage to be deposited on a regular basis in the location designated by Landlord for removal from the Demised Premises.

ARTICLE 15: Access to Building Facilities

Tenant shall permit Landlord to install, use, replace and maintain pipes, ducts and conduits within the demising walls, bearing columns and ceilings of the Demised Premises.

Landlord or Landlord's agent shall have the right, upon request (except in emergency) to enter and/or pass through the Demised Premises or any part thereof, at reasonable times during reasonable hours, (i) to examine the Demised Premises and to show them to the fee owners, holders of superior mortgages, or prospective purchasers or mortgagees of the Building as an entirety, and (ii) for the purpose

of making such repairs or changes in or to the Demised Premises or in or to the Building or its facilities, as may be provided for by this Lease or as may be mutually agreed upon by the parties or as Landlord may be required to make by law or in order to repair and maintain said structure or its fixtures or facilities. Landlord shall be allowed to take all materials into and upon the Demised Premises that may be required for such repairs, changes, repainting or maintenance, without liability to Tenant, but Landlord shall not unreasonably interfere with Tenant's use of the Demised Premises. Landlord shall also have the right to enter on and/or pass through the Demised Premises, or any part thereof, at such times as such entry shall be required by circumstances of emergency affecting the Demised Premises or said structure.

During the period of six (6) months prior to the Expiration Date, Landlord may exhibit the Demised Premises to prospective tenants, or at any time after Tenant has provided Landlord with a sixty (60) day notice of its intent to vacate all or a portion of the Demised Premises.

ARTICLE 16: Non-Liability

Neither Landlord nor any agent or employee of Landlord shall be liable to Tenant for any injury or damage to Tenant or to any other person or for any damage to, or loss (by theft or otherwise) of, any property of Tenant or of any other person, irrespective of the cause of such injury, damage or loss, unless caused by or due to the gross negligence of Landlord, its agents or employees occurring within the scope of their respective employments, it being understood that no property, other than such as might normally be brought upon or kept in the Demised Premises as incident to the reasonable use of the Demised Premises for the purposes

herein permitted, will be brought upon or be kept in the Demised Premises.

ARTICLE 17: Destruction or Damage

If the Building or the Demised Premises shall be partially or totally damaged or destroyed by fire or other cause, then, whether or not the damage or destruction shall have resulted from the fault or neglect of Tenant, or its employees, agents or visitors (and if this Lease shall not have been terminated as in this Article hereinafter provided), Landlord shall, at its option, repair the damage and restore and rebuild the Building and/or the Demised Premises, at its expense, out of collected insurance proceeds and up to the limit of such proceeds with reasonable dispatch after notice to it of the damage or destruction; provided, however, that Landlord shall not be required to repair or replace any of Tenant's Property nor to restore any Tenant's Changes. In no event shall Landlord be responsible for any costs incurred by Tenant as a result of any interruption of business. In the event Landlord elects not to repair or rebuild the Building, this Lease shall terminate and neither Party shall have any further rights or obligations hereunder.

Landlord will not carry insurance of any kind on Tenant's Property or Tenant's Changes and, except as provided by law or by reason of its fault or its breach of any of its obligations hereunder, shall not be obligated to repair any damage thereto or replace same.

The provisions of this Article shall govern and control in lieu of Section 227 of the Real Property Law of the State of New York.

ARTICLE 18: Surrender

On the last day of the term of this lease, or upon any earlier termination of this lease, or upon any lawful re-entry by Landlord upon the Demised Premises as provided for herein, Tenant shall quit and surrender the Demised Premises to Landlord vacant and broom clean, in substantially the same condition as the Premises was in at the date of this Lease, reasonable wear and tear excepted, and Tenant shall remove all of Tenant's Property therefrom. Any of Tenant's Property remaining in the Demised Premises subsequent to Tenant's vacancy shall be deemed, at Landlord's option, abandoned property.

ARTICLE 19: Conditions of Limitation

This Lease and the term and estate hereby granted are subject to the limitation that:

(a) whenever Tenant shall do or permit anything to be done, whether by action or inaction, contrary to any of Tenant's material obligations hereunder, other than that of rent or other monetary obligations, and shall continue and shall not be remedied by Tenant within sixty (60) days after Landlord shall have given to Tenant a notice specifying the same, or, in the case of a happening or default which cannot with due diligence be cured within a period of sixty (60) days, if Tenant shall not, (i) within said sixty (60) day period advise Landlord of Tenant's intention to duly institute all steps necessary to remedy such situation, (ii) duly institute within said sixty (60) day period, and thereafter diligently prosecute to completion all steps necessary to remedy the same, and (iii) complete such remedy within such time after the date of the giving of said notice of Landlord as shall reasonably be necessary, or

(b) whenever any event shall occur or any contingency shall arise whereby this Lease or the estate hereby granted or the unexpired balance of the term hereof would, by operation of law or otherwise, devolve upon or pass to any person, firm or corporation other than Tenant, except as expressly permitted by this Lease, or

(c) whenever Tenant shall abandon the Demised Premises (unless as a result of casualty), then in any of said cases set forth in the foregoing Subsections (a), (b), and (c) Landlord may give to Tenant a notice of intention to end the term of this Lease at the expiration of sixty (60) days from the date of the service of such notice of intention, and upon the expiration of said sixty (60) days this Lease and the term and estate hereby granted, whether or not the term shall theretofore have commenced, shall terminate with the same effect as if that day were the Expiration Date.

(d) Notice pursuant to this paragraph shall specifically note the available remedies of the Landlord, including the eviction of the Tenant and/or liability of the Tenant for the payment of rent for the balance of the term of this lease. The notice to be given under this paragraph (as distinguished from other notices under this Lease Agreement) shall be served personally upon the office of the County Attorney rather than by certified or registered mail.

ARTICLE 20: Re-Entry by Landlord

If Tenant shall default in the payment of any installment of Fixed Rent, or of any Additional Rent, on any date upon which the same is due, and if such default shall continue for Ninety (90) days after Landlord shall have given to Tenant a notice specifying such default, provided, Landlord or Landlord's agents and employees may commence an action for Judgment of

repossession of the Demised Premises by Judgment for summary dispossession proceedings or by Judgment by any suitable action or proceeding at law.

ARTICLE 21: Option to Renew

Tenant shall have the option to renew this Lease for One (1) additional Two (2) year term, so long as Tenant is not in default of the terms of this Lease and Landlord remains the owner of the Building. In the event Tenant elects to exercise this option and is qualified to do so, all the terms and conditions of this Lease shall be applicable to said renewal period (the "Option Term". Notice of Tenant's intention to renew for this additional term shall be given by written notice at least Ninety (90) days prior to the expiration of the current term of this Lease. At any point during the Option Term, should Landlord sell or otherwise transfer title to the Building, Landlord shall have the right upon Ninety (90) days' notice to Tenant, to terminate the Option Term at the end of the Ninety (90) day notice period. IN THE EVENT THAT THE TENANT EXERCISES THE OPTION TO RENEW THE LEASE TERM, THE TENANT SHALL HAVE THE RIGHT, IN TENANT'S SOLE DISCRETION, UPON SIXTY (60) DAYS PRIOR WRITTEN NOTICE TO THE LANDLORD, TO TERMINATE ALL OR PART OF THE EXTENDED LEASE TERM AND RENTAL OF THE DEMISED PREMISES AND/OR TO TERMINATE THE ENTIRE LEASE. THE PROVISIONS OF ARTICLE 1 OF THIS LEASE SHALL APPLY TO ANY LEASE RENEWAL.

ARTICLE 23: No Other Waivers or Modifications

The failure of either party to insist in any one or more instances upon the strict performance

of any one or more of the obligations of this Lease, or to exercise any election herein contained, shall not be construed as a waiver or relinquishment for the future of the performance of such one or more obligations of this Lease or of the right to exercise such election, but the same shall continue and remain in full force and effect with respect to any subsequent breach, act or omission.

The receipt by Landlord, or payment by Tenant, of rent with knowledge of breach of any obligation of this Lease shall not be deemed a waiver of such breach. No payment by Tenant or receipt by Landlord of a lesser amount than the correct fixed rent or additional rent due hereunder shall be deemed to be other than a payment on account, nor shall any endorsement or statement on any check or any letter accompanying any check or payment be deemed an accord and satisfaction, and Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance or pursue any other remedy in this Lease or at law.

ARTICLE 22: Curing Tenant's Defaults. Additional Rent

If Tenant shall default in the performance of any of Tenant's obligations under this Lease, Landlord, without thereby waiving such default, may (but shall not be obligated to) perform the same for the account and at the expense of Tenant, without notice in a case of emergency, and in any other case, only if such default continues after the expiration of (i) sixty (60) days from the date Landlord gives Tenant notice of intention so to do, or (ii) the applicable grace period provided in this Lease for cure of such default, whichever occurs later.

Bills for any expenses incurred by Landlord in connection with any such performance by it for the account of Tenant, and bills for all costs, expenses and disbursements of every kind and nature whatsoever, excluding counsel fees, involved in collecting or endeavoring to collect the fixed rent or additional rent or any part thereof or enforcing or endeavoring to enforce any rights against Tenant, under or in connection with this Lease, or pursuant to law, including any such cost, expense and disbursement involved in instituting and prosecuting summary proceedings, as well as bills for any property, material, labor or service provided, furnished, or rendered, by Landlord or at its instance to Tenant, may be sent by Landlord to Tenant monthly, or immediately, at Landlord's option, and, shall be due and payable in accordance with the terms of such bills, but not less than Sixty (60) days after the date of such notice.

ARTICLE 23: Notices

Any notice, statement, demand or other communication required or permitted to be given, rendered or made by either party to the other, pursuant to this lease or pursuant to any applicable law or requirement of public authority, shall be in writing (whether or not so stated elsewhere in this Lease) and shall be deemed to have been properly given, rendered or made if sent by registered or certified mail, return receipt requested, or by overnight delivery, addressed to the other party at the addresses below set forth and shall be deemed to have been made FIVE (5) DAYS CALENDAR AFTER SUCH NOTICE HAS BEEN MAILED, or ONE (1) BUSINESS DAY AFTER SUCH NOTICE HAS BEEN SENT BY OVERNIGHT COURIER. . Either party may, by written notice as aforesaid, designate a different address or addresses for

notices, statements, demands or other communications intended for it.

Notices to Landlord:

City of Newburgh Industrial Development
Agency
City Hall
83 Broadway
Newburgh, NY 12550

With a copy to:

Kelly Pressler, Esq.
J&G Law, LLP
158 Orange Avenue, PO Box 367
Walden, New York 12586

Notices to Tenant:

Orange County Attorney
Government Center
255 Main Street
Goshen, New York 10924

With a copy to:

County Executive
Government Center
255 Main Street
Goshen, New York 10924

ARTICLE 24: Miscellaneous

It is understood and agreed that all understandings and agreements heretofore had between the parties are merged in the Lease, which alone fully and completely expresses their agreements and that the same is entered into after full investigation, neither party relying upon any statement or representation not embodied in the Lease, made by the other.

If any of the provisions of this Lease, or the application thereof to any person or circumstances, shall, to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such provision or

provisions to persons, entities or circumstances other than those as to whom or which it is held invalid or unenforceable, shall not be affected thereby, and every provision of this Lease shall be valid and enforceable to the fullest extent permitted by law.

This Lease shall be governed in all respects by the laws of the State of New York. Any and all disputes involving this Lease, including the breach or alleged breach thereof, may not be submitted to arbitration unless specifically agreed thereto in writing by the County Executive of the Tenant, 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. The obligations of this Lease shall bind and benefit the successors and assigns of the parties hereto with the same effect as if mentioned in each instance where a party is named or referred to.

Each of the Parties (Landlord and Tenant) have obtained independent or other legal counsel prior to executing this Lease Agreement or have knowingly opted to forego obtaining independent or other legal advice.

Each party has participated in negotiation and drafting of this Lease Agreement. If an ambiguity or a question of intent or interpretation arises, this Lease Agreement is to be construed as if the parties had drafted it jointly, as opposed to being construed against a Party because it was responsible for drafting one or more of the provisions of this Lease Agreement.

This Lease Agreement may be executed in any number of counterparts, each of which shall be considered an original and both of which together constitute the same instrument.

Signature may be by PDF, copy or facsimile, and shall be deemed an original. A Notary

Public, licensed in the State of New York, must notarize each signature.

IN WITNESS THEREOF, Landlord and Tenant have duly executed this Lease as of the day and year first above written.

TENANT:
COUNTY OF ORANGE, NEW YORK

By: _____
Name:
Title:

LANDLORD:
CITY OF NEWBURGH INDUSTRIAL DEVELOPMENT AGENCY

By: _____
Name:
Title:

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

On this day of , 2023, before me personally appeared _____, to me known, who, being by me duly sworn, did depose and say that he is the County Executive of THE COUNTY OF ORANGE, the municipal corporation mentioned in, and which executed, the foregoing instrument; that he knows the seal of said municipal corporation; that the seal affixed to said instrument is such corporate seal; and that he signed his name thereto under the authority of the Charter of the County of Orange.

NOTARY PUBLIC FOR THE STATE OF NEW YORK

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

On this day of , 2023, before me personally came
_____, to me known to be the individual who executed the
foregoing instrument, and who, being by me duly sworn by me, did depose and say that he is the
_____ of the City of Newburgh Industrial Development Agency, a public
benefit corporation of the State of New York, described in the Lease as Landlord; and that he has
authority to sign same and acknowledged that he executed the same as the act and deed of said
entity.

NOTARY PUBLIC FOR THE STATE OF NEW YORK

SCHEDULE A: RENTS

Base Rent - Based upon 36,907 Gross Sq. Ft. @ \$12.00 per sq.ft. not \$442,884.00 Annually
subject to remeasurement or adjustment

Parking Lot - Based upon 36,907 Gross Sq. Ft. @ \$.91 per sq.ft. \$ 33,585.37 Annually
based upon building area and notwithstanding the size of the
parking lot

Total Annual Rent for 36,907 Gross Square Feet \$476,469.37*

*The Total Annual Rent, for the convenience of the Tenant, shall be paid in equal monthly installments of \$39,705.78 as further provided for herein.

CITY OF NEWBURGH
INDUSTRIAL DEVELOPMENT AGENCY

Resolution No. 2023-05-15-05

**RESOLUTION AUTHORIZING
CONTRACT AGREEMENT WITH AGENCY STAFF**

A regular meeting of City of Newburgh Industrial Development Agency (the “Agency”) was convened in public session at City Hall, 83 Broadway, Newburgh, New York on May 15, 2023, at 6:00 o'clock p.m., local time.

The meeting was called to order by the Chair of the Agency and, upon roll being called, the following members of the Agency were:

PRESENT:

Marlon Ramos	Chairperson
Christina Amato	First Vice Chairperson
Adam Pollick	Treasurer
Gregory Nato	Secretary
Robin Yanyiah Pearson	Member

ABSENT:

Michael Kelly	Second Vice Chairperson
Theresa Priester	Member

AGENCY STAFF PRESENT INCLUDED THE FOLLOWING:

Cherisse Vickers	Executive Director
Robert J. McLaughlin, Esq.	Agency Counsel

The following resolution was offered by Robin Yanyiah Person, seconded by Gregory Nato, to wit:

WHEREAS, the City of Newburgh Industrial Development Agency (the “Agency”) is authorized and empowered by the provisions of Chapter 1030 of the 1969 Laws of New York, constituting Title 1 of Article 18-A of the General Municipal Law, Chapter 24 of the Consolidated Laws of New York, as amended (the “Enabling Act”) and Chapter 577 of the 1982 Laws of New York, as amended, constituting Section 913 of said General Municipal Law (said Chapter and the Enabling Act being hereinafter collectively referred to as the “Act”) to promote, develop, encourage and assist in the acquiring, constructing, reconstructing, improving, maintaining, equipping and furnishing of industrial, manufacturing, warehousing, commercial, and research and recreation facilities, among others, for the purpose of

promoting, attracting and developing economically sound commerce and industry to advance the job opportunities, health, general prosperity and economic welfare of the people of the State of New York, to improve their prosperity and standard of living, and to prevent unemployment and economic deterioration ; and

WHEREAS, under Section 858(7) of the Act, the Agency is authorized and empowered to appoint officers, agents and employees, to prescribe their qualifications and to fix their compensation and to pay the same out of funds of the Agency; and

WHEREAS, Cherisse Vickers has acted as the Executive Director of the Agency since on or about March, 2018; and

WHEREAS, the Agency and the Executive Director have discussed the provision of salary and benefits to the Executive Director; and

WHEREAS, the Agency has determined that it will enter into an at will employment agreement with the Executive Director in substantially the form which has been submitted to the Members of the Agency at this meeting, to provide, among other things, the salary and benefits to the Agency's Executive Director; and

WHEREAS, Michele Gruber has acted as the Bookkeeper of the Agency since on or about March, 2021; and

WHEREAS, the Agency and the Bookkeeper have discussed the provision of wages and benefits to the Bookkeeper.

NOW, THEREFORE, BE IT RESOLVED BY THE MEMBERS OF THE CITY OF NEWBURGH INDUSTRIAL DEVELOPMENT AGENCY, AS FOLLOWS:

Section 1. The Agency hereby approves the form of Employment Contract attached as Exhibit "A" to this Resolution.

Section 2. The Chairperson or the Vice Chairperson is hereby authorized to execute the Employment Services Contract and take all reasonable actions necessary to implement the provisions thereof.

Section 3. The Agency hereby approves the ongoing employment of Michele Gruber for the position of Bookkeeper under the terms discussed.

Section 4. The Chairperson or the Vice Chairperson is hereby authorized to take all reasonable actions necessary to implement the provisions hereof.

Section 5. This Resolution shall take effect immediately.

The question of the adoption of the foregoing resolution was duly put to vote on roll call, which resulted as follows:

Marlon Ramos	VOTING	YES
Christina Amato	VOTING	YES
Michael Kelly	VOTING	ABSENT
Adam Pollick	VOTING	YES
Gregory Nato	VOTING	YES
Theresa Priester	VOTING	ABSENT
Robin Yanyiah Pearson	VOTING	YES

The foregoing resolution was thereupon declared duly adopted.

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

I, the undersigned Secretary of City of Newburgh Industrial Development Agency (the "Agency"), do hereby certify that I have compared the foregoing extract of the minutes of the meeting of the members of the Agency held on May 15, 2023 with the original thereof on file in my office, and that the same is a true and correct copy of said original and of the whole of said original so far as the same relates to the subject matters therein referred to.

I FURTHER CERTIFY that (A) all members of the Agency had due notice of said meeting; (B) said meeting was in all respects duly held; (C) pursuant to Article 7 of the Public Officers Law (the "Open Meetings Law"), said meeting was open to the general public, and due notice of the time and place of said meeting was given in accordance with such Open Meetings Law; and (D) there was a quorum of the members of the Agency present throughout said meeting.

I FURTHER CERTIFY that, as of the date hereof, the attached Resolution is in full force and effect and has not been amended, repealed or rescinded.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Agency this __ day of May, 2023.

Secretary
5.22.23

(SEAL)

EXHIBIT A

Employment Agreement

This EMPLOYMENT AGREEMENT, dated as of May 15, 2023, between the **CITY OF NEWBURGH INDUSTRIAL DEVELOPMENT AGENCY**, hereinafter called the "Agency," and **CHERRISSE VICKERS**, hereinafter called the "Executive Director."

1. Employment

The Agency hereby employs Cherisse Vickers as its Executive Director and she hereby accepts employment as Executive Director upon the terms and conditions hereinafter set forth. The Executive Director reports directly to the Board.

2. Term

Subject to the provisions for termination as hereinafter provided, the term of this Agreement shall begin on May 15, 2023 and shall end on May 14, 2024. This Agreement supersedes any prior agreement(s) between the parties, whether written or oral.

3. Compensation

A. Salary. For all services rendered by the Executive Director under this Agreement, the Agency shall pay the Executive Director a salary of \$80,000 per year. Increases in salary shall be at the discretion of the Board of Directors and will generally be determined in conjunction with the Executive Director's annual performance evaluation.

B. Payroll procedures. The Executive Director's salary shall be payable in equal bi-weekly installments in arrears commencing at the beginning of the Term.

4. Performance evaluation

Annually the Executive Director's performance and her working relationship with the Agency shall be evaluated by the Agency Board of Directors, in writing. This review will be completed before February 20th of each year. Evaluations will be linked to the official title specification and the Executive Director's performance goals.

5. Duties

A. The Executive Director shall be the chief administrative officer of the Agency and shall perform all the duties of and possess all the authority set forth in the General Municipal Law for the position and/or the bylaws of the Agency. A copy of the official title specification for the Executive Director position is attached as Exhibit A.

B. The Agency may, from time to time, prescribe additional duties and responsibilities for the Executive Director.

C. The Executive Director shall attend and participate in all Agency meetings, both

public and in executive session, except for those sessions in which the Executive Director's performance, compensation, term of employment benefits or other matters relating to her terms and conditions of employment are discussed.

6. Executive Director's Responsibilities

The Executive Director shall devote her full time, skill, labor and attention to the discharge of her duties during the term of this Agreement.

7. Work Schedule

The minimum expected work schedule of the Executive Director is Monday through Thursday from 9:00 a.m. through 5:00 p.m. The Executive Director is permitted to tele-commute on a schedule as approved by the Agency.

8. Working facilities

The Executive Director shall be furnished an office, clerical support, a personal computer, and such other facilities and services, suitable to her position and adequate for the performance of her duties.

9. Residence

During the course of employment, the Executive Director must maintain her legal residence within the City of Newburgh.

10. Benefits

A. Sick Leave. The Executive Director shall be allowed five (5) days of sick leave without loss of salary in each calendar year of employment, which days will accrue on an hourly basis from the date of hire. Sick days may only be used for medical appointments, personal illness, or to care for an ill member of the Executive Director's immediate family. The Executive Director agrees to provide accurate records of her sick leave usage to the Agency's payroll office so that the Agency can maintain accurate records of her leave balance and usage.

B. Vacation. The Executive Director shall be granted sixteen (16) working days of annual vacation without loss of pay in each calendar year of employment, which days will accrue on a monthly basis from the date of hire. Vacation may be taken only at times so as not to interfere with the Executive Director's professional obligations. Any vacation days not used or carried over will be forfeited by the Executive Director at the end of the calendar year. The Executive Director agrees to provide accurate records of her vacation leave usage to the Agency's payroll office so that the Agency can maintain accurate records of her leave balance and usage.

C. Paid Holidays. The Executive Director may take the paid holidays offered to administrative employees of the City of Newburgh.

D. Health Insurance. The Executive Director has chosen not to engage the Agency in a health insurance plan.

9. Termination

Subject to the following provisions, the Executive Director's employment is on an at-will basis.

A. During the term of this Agreement, the Executive Director may resign from her employment and terminate this Agreement by giving at least thirty (30) days written notice to the President of the Agency.

B. During the term of this Agreement, the Agency may terminate the Executive Director without cause by giving the Executive Director at least (30) thirty days written notice of its intention to terminate her employment.

C. During the term of this Agreement, the Agency may immediately terminate the Executive Director for cause by giving the Executive Director written notice of its decision to terminate her employment for cause. For purposes of this Agreement, termination for cause shall mean misconduct, incompetence, insubordination, or an inability to perform the essential functions of the executive director position with or without accommodation, for more than twelve (12) weeks. Further, a failure by the Executive Director to give the required notice of resignation may be deemed by the Agency as a basis to immediately terminate the Executive Director for cause. The determination of whether the conduct of the Executive Director constitutes misconduct, incompetence, or insubordination in the course of her employment shall be made by the Agency.

D. Upon resignation or termination pursuant to paragraphs 9(A) or 9(B) only, the Executive Director will be paid for any accrued but unused vacation days owed to her. Under no circumstances will sick leave days be paid out upon resignation or termination.

10. Renewal

On or before February 20, 2024, the Agency shall indicate to the Executive Director whether it wishes to extend the term of this Agreement. If the Agency indicates its desire to extend the Agreement with the Executive Director, the Executive Director shall have until March 15, 2024, to indicate her willingness to enter into negotiations to extend the Agreement. The parties will endeavor to complete any such negotiations by April 15, 2024.

11. Representations of Executive Director

The Executive Director hereby represents to the Agency that, on the date of execution of this Agreement, she reasonably expects to be able to perform the essential functions of the executive director position throughout the term of this Agreement.

12. Notices

Any notice required or permitted to be given under this Agreement shall be sufficient if in writing, and if sent by registered mail or by overnight delivery through a national express delivery carrier to the address provided by the Executive Director for this purpose, or to the Agency's principal office.

13. Waiver of breach

The waiver by the Agency of a breach of any provision of this Agreement by the Executive Director shall not operate or be construed as a waiver of any subsequent breach of this Agreement by the Executive Director.

14. Entire agreement

Except as expressly set forth hereinabove, this instrument contains the entire agreement of the parties. It may not be changed orally, but only by an agreement in writing signed by the party against whom enforcement of any waiver, change, modification, extension, or discharge is sought. The Agreement shall be construed in accordance with the laws of the State of New York, without regard to its choice of law provisions. This Agreement shall not be construed against one party or the other on the basis that either party was the primary drafter.

IN WITNESS WHEREOF, the parties have executed this Agreement on May 15, 2023.

**CITY OF NEWBURGH
INDUSTRIAL DEVELOPMENT AGENCY**



Marlon, M. Ramos

EXECUTIVE DIRECTOR



Employment Agreement

This EMPLOYMENT AGREEMENT, dated as of May 15, 2023, between the CITY OF NEWBURGH INDUSTRIAL DEVELOPMENT AGENCY, hereinafter called the "Agency," and Michele Gruber, hereinafter called the "Financial Administrator."

1. Employment

The Agency hereby employs Michele Gruber as its Financial Administrator, and she hereby accepts employment as Financial Administrator upon the terms and conditions hereinafter set forth. The Financial Administrator reports directly to the Executive Director.

2. Term

Subject to the provisions for termination as hereinafter provided, the term of this Agreement shall begin on May 15, 2023 and shall end on May 14, 2024. This Agreement supersedes any prior agreement(s) between the parties, whether written or oral.

3. Compensation

A. Salary. For all services rendered by the Financial Administrator under this Agreement, the Agency shall pay the Financial Administrator a salary of \$30.00 per hour. Increases in salary shall be at the discretion of the Board of Directors and Executive Director and will generally be determined in conjunction with the Financial Administrator's annual performance evaluation.

B. Payroll procedures. The Financial Administrator's salary shall be payable in bi-weekly installments in arrears commencing at the beginning of the Term.

4. Performance evaluation

Annually the Financial Administrator's performance and her working relationship with the Agency shall be evaluated by the Executive Director, in writing. This review will be completed before February 28th of each year. Evaluations will be linked to the official title specification and the Financial Administrator's performance goals.

5. Duties

A. The Financial Administrator shall be responsible for all accounts receivable and payable administration.

B. The Financial Administrator shall be responsible for processing payroll, journal entries, monthly bank reconciliations, monthly treasurer's reports, and chart of account management.

C. The Financial Administrator shall handle all matters related to workers' compensation and administration, including annual workers' compensation and financial audits.

D. The Financial Administrator shall take Agency board meeting minutes.

E. The Agency may, from time to time, prescribe additional duties and responsibilities for the Financial Administrator.

- F. The Financial Administrator shall attend all Agency meetings as her time permits.
- G. All work is to be done according to approved Agency procedures at the direction of the Executive Director.

6. **Financial Administrator 's Responsibilities**

The Financial Administrator shall devote her time, skill, labor and attention to the discharge of her duties during the term of this Agreement.

7. **Work Schedule**

The work schedule is flexible depending on workload. There is no minimum and maximum expectancy would be no more than 30 hours.

8. **Working facilities**

The Financial Administrator shall be furnished a desk, a personal computer and such other facilities and services, suitable to her position and adequate for the performance of her duties.

9. **Residence**

There is no residency requirement.

10. **Benefits**

As a part-time hourly employee, there will be no sick leave, vacation, paid holidays, or health insurance.

9. **Termination**

Subject to the following provisions, the Financial Administrator's employment is on an at-will basis.

A. During the term of this Agreement, the Financial Administrator may resign from her employment and terminate this Agreement by giving at least fifteen (15) days written notice to the Executive Director or Chairman.

B. During the term of this Agreement, the Agency may terminate the Financial Administrator without cause by giving the Executive Director or Chairman at least fifteen (15) days written notice of its intention to terminate her employment.

C. During the term of this Agreement, the Agency may immediately terminate the Financial Administrator for cause by giving the Financial Administrator written notice of its decision to terminate her employment for cause. For purposes of this Agreement, termination for cause shall

mean misconduct, incompetence, insubordination, or an inability to perform the essential functions of the Financial Administrator position with or without accommodation, for more than twelve (12) weeks. Further, a failure by the Financial Administrator to give the required notice of resignation may be deemed by the Agency as a basis to immediately terminate the Financial Administrator for cause. The determination of whether the conduct of the Financial Administrator constitutes misconduct, incompetence, or insubordination in the course of her employment shall be made by the Agency.

D. Upon resignation or termination there will be no severance pay.

10. Renewal

On or before February 28, 2024, the Agency shall indicate to the Financial Administrator whether it wishes to extend the term of this Agreement. If the Agency indicates its desire to extend the Agreement with the Financial Administrator, the Financial Administrator shall have until March 15, 2024 to indicate her willingness to enter into negotiations to extend the Agreement. The parties will endeavor to complete any such negotiations by April 15, 2024.

11. Representations of Financial Administrator

The Financial Administrator hereby represents to the Agency that, on the date of execution of this Agreement, she reasonably expects to be able to perform the essential functions of the Financial Administrator position throughout the term of this Agreement.

12. Notices

Any notice required or permitted to be given under this Agreement shall be sufficient if in writing, and if sent by registered mail or by overnight delivery through a national express delivery carrier to the address provided by the Executive Director for this purpose, or to the Agency's principal office.

13. Waiver of breach

The waiver by the Agency of a breach of any provision of this Agreement by the Executive Director shall not operate or be construed as a waiver of any subsequent breach of this Agreement by the Executive Director.

14. Entire agreement

Except as expressly set forth hereinabove, this instrument contains the entire agreement of the parties. It may not be changed orally, but only by an agreement in writing signed by the party against whom enforcement of any waiver, change, modification, extension or discharge is sought. The Agreement shall be construed in accordance with the laws of the State of New York, without regard to its choice of law provisions. This Agreement shall not be construed against one party or the other on the basis that either party was the primary drafter.

IN WITNESS WHEREOF, the parties have executed this Agreement on May 15,
2023.

**CITY OF NEWBURGH
INDUSTRIAL DEVELOPMENT AGENCY**



Marlon M. Ramos

FINANCIAL ADMINISTRATOR

