CITY OF NEWBURGH
COUNCIL MEETING AGENDA
SESION GENERAL DEL CONSEJAL
December 10, 2018
7:00 PM

Mayor/Alcaldesa

1. Prayer/Rezo
2. Pledge of Allegiance/Juramento a la Alianza

City Clerk:/Secretaria de la Ciudad

3. Roll Call / Lista de Asistencia

Communications/Communicaciones

4. Approval of the minutes of the meeting of November 26, 2018
5. City Manager Update

Presentations/Presentaciones

6. A Presentation from My Brothers Keeper Fellows from the Newburgh Enlarged School District Regarding $1Million Project Grant

   (As per Councilman Anthony Grice)

   Una presentación de los becarios "My Brothers Keeper" del Distrito Escolar de Newburgh con respecto a la Subvención de Proyectos de $1Millon (A pedido del Concejal Anthony Grice)

7. A Proclamation Presented to the Mclymore Family

   Una Proclamación presentada a la Familia Mclymore

8. Swearing In Ceremony Councilman Anthony Grice and Mayor Torrance Harvey
9. Public Hearing scheduled for Monday's Council meeting to hear comments on a proposed amendment to City Charter Section C3.12 residency requirements

   A public hearing will be held on Monday, December 10, 2018 to hear comments regarding a proposed amendment to City Charter Section C3.12 entitled "Residency Requirements" of the Code of the City of Newburgh.

   Una audiencia pública se llevara a cabo el lunes, 10 de diciembre de 2018 para escuchar comentarios sobre una enmienda propuesta para la sección

C3.12 del Chárter de la Ciudad titulado "Requerimientos de Residencia" del Código de la Ciudad de Newburgh.

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

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

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

10. Resolution No. 365 - 2018 - Award of Bid for Sludge Disposal to New England Waste Services of ME, Inc.

    Resolution to authorize the award of a bid and the execution of a contract with New England Waste Services of ME, Inc. for dewatered sludge disposal services at the City of Newburgh waste water treatment plant for a unity cost of $94.40 per wet ton. (Jason Morris)

    Una resolución para autorizar la otorgación de una licitación y ejecución de un contrato con "New England Waste SErvices of ME, Inc." Para los servicios de eliminación de lodo en la planta de tratamiento de aguas residuales de la Ciudad de Newburgh por un costo de $94.40 por tonelada mojada. (Jason Morris)

11. Resolution No. 366 - 2018 - Award of Bid for Grit Disposal to TAM Enterprises,Inc.

    Resolution to authorize the award of a bid and the execution of a contract with TAM Enterprises, Inc. for grit disposal services at the City of Newburgh waste water treatment plant in the amount of $245.00 per dry ton. (Jason Morris)

    Una resolución para autorizar la otorgación de una licitación y ejecución de un contrato con "TAM Enterprises, Inc." Para los servicios de disposición de arena en la planta de tratamiento de aguas residuales de la Ciudad de Newburgh por un costo de $245.00 por tonelada seca. (Jason Morris)

12. Resolution No. 367 - 2018 - Amend 2019 Personnel Book to add a temporary Account Clerk in the Comptroller's Office

    Resolution amending the 2019 Personnel Analysis Book to add one (1) Account Clerk on a temporary basis in the City of Newburgh Comptroller's office. (Charles Duffy)

    Una resolución enmendando el libro de Análisis del Personal del 2019 para agregar un (1) Oficinista de Cuentas en base temporal en la Oficina

del Contralor de la Ciudad de Newburgh. (Charles Duffy)

13. Resolutions No. 368, 369 & 370 - 2018 Donations

A. Resolution No. 368-2018 - Resolution authorizing the City Manager to accept the donation of a 2003 Ford E350 passenger van from the Young and Unique Christian Day Care for use by the City of Newburgh Recreation Department (Derrick Stanton)

Una resolución autorizando al Gerente de la Ciudad a aceptar una donación de una van Ford E350 del 2003 del "Young and Unique Christian Day Care" para uso por el Departamento de Recreación de la Ciudad de Newburgh. (Derrick Stanton)

B. Resolution No. 369 - 2018 - A Resolution authorizing the City Manager to accept donations in support of the City of Newburgh Recreation Department'S Christmas Events (Derrick Stanton)

Una resolución autorizando al Gerente de la Ciudad a aceptar donaciones en apoyo a los eventos navideños del Departamento de Recreación de la Ciudad de Newburgh. (Derrick Stanton)

***C. Resolution No. 370 - 2018** - A Resolutuion authorizing the City Manager to accept a donation of funds from Karen Mejia to complete the purchase of a new electronic device*

Una resolución autorizando al Gerente de la Ciudad a aceptar donaciones de fondos de Karen Mejia para completar la compra de un aparato electronico.

14. Resolution No. 371 -2018 Newburgh Community Land Bank appointment

Resolution appointing Councilwoman Ramona Monteverde to the Newburgh Community Land Bank Board of Directors. (Michelle Kelson)

Una resolución nombrando a la Concejal Ramona Monteverde al Concejo de Directores del Banco Agrario Comunitario de Newburgh. (Michelle Kelson)

15. Resolution No. 372 & 373 - 2018 Ferry parking lot agreements

A. Resolution No. 372 - 2018 A Resolutuion authorizing the City Manager to execute an extension until June 30, 2019 to the Agreement of Lease as assigned to Riverside Newburgh Realty, LLC for the continued lease of vacant real property known as Section 31, Block 5, Lots 13.2 and 14 for the purpose of providing for the Newburgh-Beacon Ferry commuters. (Michelle Kelson)

A. Una resolución que autoriza al Gerente de la Ciudad a ejecutar una

prórroga hasta el 30 de junio de 2019 al acuerdo de arrendamiento asignado a "Riverside Newburgh Realty, LLC" para el arrendamiento continuo de bienes inmobiliarios vacantes conocidos como sección 31, bloque 5, lotes 13,2 y 14 con el propósito de proporcionar para los viajeros del Newburgh-Beacon ferry. (Michelle Kelson)

B. Resolution No. 373 - 2018 - A Resolution authorizing the City Manager to execute a Fourth Memorandum of Understanding with Metro-North Commuter Railroad Company to provide reimbursement of parking lot lease payments related to the Newburgh-Beacon Ferry Service. (Michelle Kelson)

B. resolución que autoriza al Gerente de la Ciudad para ejecutar un cuarto memorando de entendimiento con "Metro-North Commuter Railroad Company" de cercanías para proporcionar reembolsos de pagos de alquiler de estacionamiento relacionados con el servicio de transbordadores de Newburgh-Beacon. (Michelle Kelson)

16. Resolution No. 374 - 2018 2019 Liability and Muncipal Property Insurance Renewal

    Resolution authorizing approval of various insurance policies for the period of January 1, 2019 to December 31, 2019. (Michelle Kelson)

    Una resolución autorizando la aprobación de varias pólizas de seguranzas por el periodo del 1 de enero de 2019 al 31 de diciembre de 2019. (Michelle Kelson)

17. Resolution No. 375 - 2018 Renewal of Contract with MESH Realty for management of City-Owned Rental Property

    Resolution authorizing the City Manager to execute an extension to an agreement between the City of Newburgh and MESH Realty Group, Inc. to provide for the continuation of residential property management services. (Ali Church)

    Una resolución autorizando al Gerente de la Ciudad a ejecutar una extensión a un acuerdo entre la Ciudad de Newburgh y "MESH Realty Group, Inc." Para proporcionar la continuación de los servicios de administración de bienes residenciales. (Ali Church)

18. Resolution No. 376 - 2018 - RUPCO Low Income Housing Tax Credit Program application

    Resolution of the City Council of the City of Newburgh, New York supporting the 2018 United Funding Application of RUPCO to New York State Office of Homes and Community Renewal, to the New York State Housing Trust Fund and to United States Department of the Interior and to New York State Office of Parks, Recreation and Historic Preservation. (Councilwoman Monteverde)

    Una resolución del Concejo Municipal de la Ciudad de Newburgh, Nueva York apoyando la solicitud de Financiamiento Unido 2018 de RUPCO a la

Oficina del Estado de Nueva York de Hogares y Renovación Comunitaria, al Fondo Fiduciario de Vivienda del Estado de Nueva York y al Departamento del Interior de los Estados Unidos y a la Oficina del Estado de Nueva York de Parques, Recreación y Preservación Histórica. (Concejal Monteverde)

19. Resolution No. 377 - 2018 - Temp Sanitation Workers

    A Resolution amending Resolution Nos. 50-2018 and 240 -2018 and the 2018 Personnel Analysis Book to add two temporary positions in the Sanitation Division in the Department of Public Works until December 31, 2018.

20. Resolution No. 378 - 2018 Councilwoman Rayford on the Black Parade

    A Resolution to sponsor the City of Newburgh African American Black Pride Parade and Festival.

21. Resolution No. 379 - 2018 Cancelling the second December Council work session and meeting

    Resolution of the City Council of the City of Newburgh cancelling the second work session and regular meeting of December 2018.

    Una resolución del Concejo Municipal de la Ciudad de Newburgh cancelando la segunda sesión de trabajo y reunión regular de diciembre de 2018.

22. Resolution No. 380 - 2018

    A Resolution authorizing the City Manager to enter into a license agreement with World Mission Society Church of God to allow access to City property to conduct cleaning and litter reducing activiities. (As per Mayor Torrance Harvey)

23. Resolution No. 381 -2018

    A Resolution of the City Council of the City of Newburgh appointing Joseph P. Donat to be the Interim City Manager of the City of Newburgh pursuant to Section C5.01 of the City Charter.

24. Local Law No. 5 - 2018 - amending Section 248-1(B)(1) entitled "Sewer Use Rents"

    Local Law amending Section 248-1(B)(1) entitled “Sewer Use Rents” of the City of Newburgh Code of Ordinances to increase sewer use rents to 108 percent of the customer's annual water bill. (Jason Morris & Michelle Kelson)

    Una Ley Local enmendando sección 248-1(B)(1) titulado “Alquileres de Uso de Alcantarillas” del Código de Ordenanzas de la Ciudad de Newburgh para incrementar el alquiler de uso de alcantarillas a 108 por

ciento de la factura anual del cliente. (Jason Morris y Michelle Kelson)

25. Local Law No.6 - 2018 amending City Charter Section C3.12 entitled "Residency Requirements"

    Local Law amending Section C3.12 entitled “Residency Requirements” of the Code of the City of Newburgh. (Assistant Chief Horton & Michelle Kelson)

    Ley Local enmendando Sección C3.12 titulada “Requerimientos de Residencia” del Código de la Ciudad de Newburgh. (Asistente de Jefe Horton y Michelle Kelson)

Old Business: / Asuntos Pendientes

New Business: / Nuevos Negocios

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

Adjournment/ Aplazamiento:

RESOLUTION NO.: 358 - 2018

OF

NOVEMBER 26, 2018

RESOLUTION SCHEDULING A PUBLIC HEARING
FOR DECEMBER 10, 2018 TO HEAR PUBLIC COMMENT
CONCERNING A LOCAL LAW AMENDING CITY CHARTER SECTION C3.12
ENTITLED "RESIDENCY REQUIREMENTS"
OF THE CODE OF THE CITY OF NEWBURGH

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that there is hereby scheduled a public hearing to receive comments concerning "A Local Law Amending City Charter Section C3.12 entitled 'Residency Requirements' of the Code of the City of Newburgh"; and that such public hearing be and hereby is duly set for the next regular meeting of the Council to be held at 7:00 p.m. on the 10th day of December, 2018, in the 3rd Floor Council Chambers, 83 Broadway, City Hall, Newburgh, New York.

I, Katrina Cotten, Deputy City Clerk of the City of Newburgh hereby certify that I have compared the foregoing with the original resolution adopted by the Council of the City of Newburgh at a regular meeting held 11/26/18 and that it is a true and correct copy of such original.

Witness my hand and seal of the City of Newburgh this 27th day of Nov. 2018

Katrina Cotten
Deputy City Clerk

LOCAL LAW NO.: _____ - 2018

OF

_____, 2018

A LOCAL LAW AMENDING SECTION C3.12 ENTITLED "RESIDENCY REQUIREMENTS" OF THE CODE OF THE CITY OF NEWBURGH

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

SECTION 1 - TITLE

This Local Law shall be referred to as "A Local Law Amending Section C3.12 entitled entitled 'Residency Requirements' of the Code of the City of Newburgh".

SECTION 2 – AMENDMENT

City Charter Section C3.12 entitled "Residency Requirements" is hereby amended as follows:

A. Purpose. The City Council of the City of Newburgh finds that individuals who are officers and department heads of the City of Newburgh take a greater interest, commitment and involvement in the municipality that employs them by living within that community. The City Council further finds that in order to protect the health safety and welfare of the citizens of the City where emergencies and emergency work arise, it is necessary that the officers and department heads reside in the City. Accordingly, the City Council determines that there is a sufficient public need to require that officers and department heads initially appointed and hired after the effective date of this Section be residents of the City of Newburgh.

B. Application. This section shall apply to the officers of the City of Newburgh enumerated in Subsection C3.00(B) and (C) of this Article and the City Marshal and Acting City Marshal initially appointed after the effective date of this local law.[1] This section shall not supersede or override any other residency provision existing in state or federal law or existing in the City Charter and Code of Ordinances of the City of Newburgh found to be contrary to the provisions herein. City Charter Section C3.00(D) is hereby repealed by this local law.

C. Definitions. As used in this section, the following terms shall have the meanings indicated:

OFFICER – includes the City Manager, three Civil Service Commissioners, the City Clerk, the members of the Traffic and Parking Advisory Committee, the Corporation Counsel, the

[1] Local Law No. 3-2018 provided for an effective date of October 15, 2018.

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Underlining denotes additions

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City Comptroller, the City Assessor, the City Collector, the City Purchasing Agent, the City Engineer, the Superintendent of Public Works, the Superintendent of Water, the Police Chief, the Fire Chief, the Building Inspector, the Plumbing Inspector, the Registrar of Vital Statistics, the Deputy Registrar of Vital Statistics, the Parks and Recreation Director, one Planning and Development Director as enumerated in City Charter Section C3.00(B) and (C) initially appointed and hired by the City of Newburgh after the effective date of this local law and the City Marshal and Acting City Marshal initially appointed after the effective date of this local law.

RESIDENCY – a person's usual and customary place of abode where the individual lives and regularly stays, the place where the family of any person permanently resides and the place where any person having no family generally lodges

D. Residency for new officers. Every person initially appointed as an officer of the City of Newburgh after the effective date of this local law shall as a qualification of employment by the City of Newburgh be a resident of the City of Newburgh at the time of initial permanent appointment or become a resident within 90 days of permanent appointment and shall remain a resident of the City of Newburgh as a condition of continued appointment and employment. Except as hereinafter provided, any officer of the City of Newburgh who does not comply with the residency requirements of this Section shall be deemed to have voluntarily resigned.

E. Verification and documentation.

1. The City Council shall be responsible for verifying the compliance with this residency requirement for the City Manager, Civil Service Commissioners, City Clerk and members of the Traffic and Parking Advisory Committee. The City Manager shall be responsible for verifying the compliance with this residency requirement for the remaining officers, except for the City Marshal and Acting City Marshal. The City Court shall be responsible for verifying compliance with this residency requirement for the City Marshal and Acting City Marshal.

2. All relevant sources of verification or documentation must be considered in determining an officer's residence. Where the officer's family permanently resides is a significant factor in determining the officer's residence. The following sources of verification or documentation also should be considered:

Voter's registration
Driver's license
Motor vehicle registration
Utility bills and receipts

~~Strikethrough~~ denote deletions
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Deed
Tax bills and receipts
Contract for sale
Lease or rental agreement
Landlord's affidavit
Insurance policies
Visual verification

F. Waiver.

1. In the event that after a reasonable recruitment period, a municipal officer position covered by this Section cannot be filled by appointing a qualified City resident or a qualified nonresident who is prepared to become a resident within in 90 days of his or her permanent appointment as provided in ~~the provisions of~~ Subsection D of this Section, a waiver of the residency requirements for said position, in whole or in part, ~~will prevent the City from filling the officer positions, one sixty (60) day extension~~ may be granted as follows:

    a. By the City Council for the Civil Service Commissioners, the City Clerk and the Traffic and Parking Advisory Committee members;

    b. By the City Manager for the remaining officers, except for the City Marshal and Acting City Marshal; and

    c. By the City Court for the City Marshal and Acting City Marshal.

2. The person or body authorized to grant the waiver shall certify in writing to the City Council the facts and circumstances supporting the determination to grant the waiver. Such waiver shall apply to such specific individual appointment for which the certification and waiver was granted.

G. Exceptions

1. Notwithstanding any provisions of this Section to the contrary, any person holding an officer position of the City or who is an employee of the City as of the effective date of this local law and who was not a resident of the City as of that date, shall not be required to comply with the requirements of this Section.

2. Nothing herein shall change the residency requirement for any elected City official.

3. Nothing herein shall change the residency requirement of the City Manager as provided in City Charter Section C5.00(C).

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SECTION 3 - VALIDITY

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

SECTION 4 - EFFECTIVE DATE

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

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RESOLUTION NO.: 365 - 2018

OF

DECEMBER 10, 2018

A RESOLUTION TO AUTHORIZE THE AWARD OF A BID AND THE EXECUTION OF A CONTRACT WITH NEW ENGLAND WASTE SERVICES OF ME, INC. FOR DEWATERED SLUDGE DISPOSAL SERVICES AT THE CITY OF NEWBURGH WASTE WATER TREATMENT PLANT FOR A UNIT COST OF $94.40 PER WET TON

WHEREAS, the City of Newburgh has duly advertised for bids for dewatered sludge disposal services at the City of Newburgh waste water treatment plant; and

WHEREAS, bids have been duly received and opened and New England Waste Services of ME, Inc. is the low bidder; and

WHEREAS, funding for such project shall be derived from G.8130.0448.0007.0000 Sludge/Grit Disposal;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the bid for dewatered sludge disposal services at the City of Newburgh waste water treatment plant be and it hereby is awarded New England Waste Services of ME, Inc. for the amount of $94.40 per wet ton, and that the City Manager be and he is hereby authorized to enter into a contract for such work in this amount.

RESOLUTION NO.: 366 - 2018

OF

DECEMBER 10, 2018

A RESOLUTION TO AUTHORIZE THE AWARD OF A BID AND THE EXECUTION OF A CONTRACT WITH TAM ENTERPRISES, INC. FOR GRIT DISPOSAL SERVICES AT THE CITY OF NEWBURGH WASTE WATER TREATMENT PLANT IN THE AMOUNT OF $245.00 PER DRY TON

WHEREAS, the City of Newburgh has duly advertised for bids for grit disposal services at the City of Newburgh waste water treatment plant; and

WHEREAS, bids have been duly received and opened and TAM Enterprises, Inc. is the low bidder; and

WHEREAS, funding for such project shall be derived from G.8130.0448.0007.0000 Sludge/Grit Disposal;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the bid for grit disposal services at the City of Newburgh waste water treatment plant be and it hereby is awarded to TAM Enterprises, Inc. for the amount of $245.00 per dry ton, and that the City Manager be and he is hereby authorized to enter into a contract for such work in this amount.

RESOLUTION NO.: 367-2018

OF

DECEMBER 10, 2018

A RESOLUTION AMENDING THE 2019 PERSONNEL ANALYSIS BOOK TO ADD ONE (1) ACCOUNT CLERK ON A TEMPORARY BASIS IN THE CITY OF NEWBURGH COMPTROLLER'S OFFICE

WHEREAS, the Finance Department has advised the City Manager that due to a leave of absence it is necessary to add an Account Clerk position in the Comptroller's office; and

WHEREAS, the addition of the Account Clerk position will be on a temporary basis from January 1, 2019 through July 31, 2019 with funding to be derived from A.1315.0110; and

WHEREAS, the City Council has determined that adding one temporary Account Clerk position in the Comptroller's office will promote economy and efficiency within the office; the same being in the best interests of the City of Newburgh;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the Personnel Analysis Book for the fiscal year 2018 be amended, and that there be and hereby is added one (1) additional position on a temporary basis in the job title "Account Clerk" in the Comptroller's office from January 1, 2019 through July 31, 2019.

RESOLUTION NO.: 368 - 2018

OF

DECEMBER 10, 2018

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ACCEPT THE DONATION OF A 2003 FORD E350 PASSENGER VAN FROM THE YOUNG AND UNIQUE CHRISTIAN DAY CARE FOR USE BY THE CITY OF NEWBURGH RECREATION DEPARTMENT

WHEREAS, the Young and Unique Christian Day Care has loaned their vans to the City of Newburgh Recreation Department in support of their various youth programs; and

WHEREAS, the Young and Unique Christian Day Care purchased a new van and has offered to donate a 2003 Ford E350 passenger van to the City of Newburgh for use by the Recreation Department; and

WHEREAS, this Council has determined it to be in the best interests of the City of Newburgh to accept such donation;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager of the City of Newburgh be and he is hereby authorized to accept a 2003 Ford E350 passenger van being donated by the Young and Unique Christian Day Care for use by the Recreation Department and issue a receipt for same, upon assurance by the Corporation Counsel that title and documentation are in order, with appreciation and thanks of the City of Newburgh.

RESOLUTION NO.: __369_____-2018

OF

DECEMBER 10, 2018

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ACCEPT DONATIONS IN SUPPORT OF THE CITY OF NEWBURGH RECREATION DEPARTMENT'S CHRISTMAS EVENTS

WHEREAS, the City of Newburgh Recreation Department holds various events during the Christmas season; and

WHEREAS, various businesses, firms and individuals have made contributions of money and in-kind assistance to support these events; and

WHEREAS, this Council deems it to be in the best interests of the City of Newburgh and its residents to accept such donations;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to accept said donations with the appreciation and thanks of the City of Newburgh on behalf of its children, families and citizens, for their support and sponsorship of the City of Newburgh Recreation Department's Christmas events.

RESOLUTION NO.: 370 - 2018

OF

DECEMBER 10, 2018

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ACCEPT A DONATION OF FUNDS FROM KAREN MEJIA TO COMPLETE THE PURCHASE OF A NEW ELECTRONIC DEVICE

WHEREAS, Councilwoman Karen Mejia has requested that the City of Newburgh purchase one electronic device to replace a tablet and an obsolete desktop computer; and

WHEREAS, the cost of the new electronic device exceeds the available and budgeted funds; and

WHEREAS, Councilwoman Mejia proposes to donate to the City funds in the amount equal to the difference between the cost of the new electronic device and the available budgeted funds; and

WHEREAS, this Council deems it to be in the best interests of the City of Newburgh to accept such donation;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to accept said donation with the appreciation and thanks of the City of Newburgh.

RESOLUTION NO.: 371 - 2018

OF

DECEMBER 10, 2018

RESOLUTION APPOINTING COUNCILWOMAN RAMONA MONTEVERDE TO THE NEWBURGH COMMUNITY LAND BANK BOARD OF DIRECTORS

WHEREAS, the By-Laws of the Newburgh Community Land Bank provide that one member of the Board of Directors include a member of the City Council appointed by the Council; and

WHEREAS, by Resolution No. 21-2014 of January 27, 2014, the City Council appointed Councilwoman Karen Mejia to fill a vacancy in the City Council seat on the Newburgh Community Land Bank Board of Directors; and

WHEREAS, Councilwoman Mejia has announced her intention to resign from the City Council seat on the Newburgh Community Land Bank Board of Directors, thereby creating a vacancy in the City Council seat on Newburgh Community Land Bank Board of Directors; and

WHEREAS, the City Council wishes to appoint Councilwoman Ramona Monteverde to fill such vacancy on the Newburgh Community Land Bank Board of Directors;

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Newburgh hereby appoints Councilwoman Ramona Monteverde as a member to the Newburgh Community Land Bank Board of Directors.

RESOLUTION NO.: 372 - 2018

OF

DECEMBER 10, 2018

RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE AN EXTENSION UNTIL JUNE 30, 2019 TO THE AGREEMENT OF LEASE AS ASSIGNED TO RIVERSIDE NEWBURGH REALTY, LLC FOR THE CONTINUED LEASE OF VACANT REAL PROPERTY KNOWN AS SECTION 31, BLOCK 5, LOTS 13.2 AND 14 FOR THE PURPOSE OF PROVIDING PARKING FOR THE NEWBURGH-BEACON FERRY COMMUTERS

WHEREAS, the City of Newburgh ("City") and Memorare Realty Holding Corp. ("Memorare") executed a Lease on July 30, 2004 for the lease and use of approximately 3.65 acres of vacant real property situated on the Hudson River known as Section 31, Block 5, Lots 13.2 and 14, for the purpose of providing parking for users of the Newburgh-Beacon Ferry and other parkers during non-commuting hours, with the City being reimbursed by New York State for the rental payments and improvements provided under such Lease; and

WHEREAS, by Resolution No. 142 - 2010 of June 14, 2010, the City Council authorized the City Manager to execute a First Amended Agreement of Lease with Memorare to accord with the amended reimbursement agreement with New York State that was effective April 21, 2010; and

WHEREAS, by Resolution No. 169 - 2014 of July 14, 2014, Resolution No. 308-2014 of December 15, 2014, Resolution No. 75 -2015 of April 13, 2015 and Resolution No. 318-2015 of December 15, 2015, the City Council authorized an extensions of the renewal term of the First Amended Lease through January 31, 2017; and

WHEREAS, the First Amended Lease was assigned to RBG of Newburgh, LLC, and by Resolution No. 10-2017 of January 10, 2017, the City authorized a New Agreement of Lease ("New Lease") with RBG of Newburgh, LLC for the period February 1, 2017 through December 31, 2018; and

WHEREAS, the New Lease was assigned to Newburgh Riverside Realty, LLC, and who desires to continue the lease for parking to be used for ferry service between the City of Newburgh and Beacon and uses associated therewith; and

WHEREAS, the City and Riverside Newburgh Realty, LLC agree that it is necessary to enter into a six (6) month extension of the New Lease for the period January 1, 2019 through June 30, 2019; the same being in the best interests of the City of Newburgh;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager on behalf of the City of Newburgh, be and he is hereby authorized to execute an Addendum to the New Agreement of Lease providing for a six (6) month extension a term beginning on January 1, 2019 through June 30, 2019 with Riverside Newburgh Realty, LLC, in substantially the same form as annexed hereto with other provisions as Corporation Counsel may require, for the purpose of providing parking for users of the Newburgh-Beacon Ferry and uses associated therewith.

ADDENDUM TO AGREEMENT OF LEASE

THIS ADDENDUM TO AGREEMENT OF LEASE ("Addendum"), made as of this ___ day of December, 2018, by and between Riverside Newburgh Realty, LLC., a New York limited liability corporation, having an address of P.O. Box 8, Newburgh, New York 12551, ("Riverside"), and the City of Newburgh, a New York municipal corporation with principal offices at 83 Broadway, City Hall, Newburgh, New York 12550 ("City").

W I T N E S S E T H:

WHEREAS, RBG Newburgh, LLC and the City executed an Agreement of Lease dated January 13, 2017 for a term commencing on February 1, 2017 and terminating on December 31, 2018 (the "Lease Agreement"), covering certain vacant real property situated along the west bank of the Hudson River and comprised of portions of two contiguous parcels of land (commonly known, respectively, Tax Map Nos.: Section 31, Block 5, Lot 13.2 and; Section 31, Block 5, Lot 14) with an aggregate of approximately 3.65 acres, in the City of Newburgh, in the County of Orange and State of New York (the "Property"); and

WHEREAS, RBG Newburgh, LLC transferred the Property to Riverside on November 24, 2017; and

WHEREAS, the City consented to the assignment of the Lease Agreement from RBG of Newburgh, LLC to Riverside on December 5, 2017; and

WHEREAS, the Lease Agreement will expire on December 31, 2018 and the City desires to continue to lease from Riverside the Property for use in connection with parking to be used for ferry service between the Cities of Newburgh and Beacon and uses associated therewith (the "Project") and Riverside desires to lease to City the Property therefor and the parties agree that it is necessary to extend the term of the Lease Agreement for the period January 1, 2019 through June 30, 2019:

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. The term set forth in Paragraph 1.3 of the Lease Agreement shall be extended for an additional term commencing on January 1, 2019 and terminating on June 30, 2019 ("Renewal Term").
2. For the balance of the Renewal Term, rent shall be payable monthly in advance in equal monthly installments of Twenty-One Thousand Two Hundred Seventy-Eight ($21,278) Dollars, provided however that City shall have the right to terminate this lease if the City has not received reimbursement from state sources, including but not limited to the Metropolitan Transportation Authority, Metro-North Railroad and/or The New York State Department of Transportation, of the full amount of the rent under the Lease Agreement, and in no event shall City's obligation to pay rent to Riverside exceed City's reimbursement from other sources.

3. The City's Tenant Consent to Assignment of Agreement of Lease and Tenant Estoppel Certificate, both dated December 5, 2017 shall remain in full force and effect during the Renewal Term.
4. All other terms and conditions set forth in the Lease Agreement shall remain in full force and effect during the Renewal Term.

IN WITNESS WHEREOF, Riverside, as Landlord, and the City, as Tenant have duly executed this Lease Addendum in duplicate as of the day and year first above written.

RIVERSIDE NEWBURGH REALTY, LLC Landlord

By: _____
William Kaplan, Manager

By: _____
Joseph A. Bonura, Sr., Manager

CITY OF NEWBURGH, Tenant

By: _____
Michael G. Ciaravino
City Manager
Per Res. No

Remainder of this page intentionally left blank

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

On the ____ day of December in the year 2018, before me, the undersigned, a Notary Public in and for said State, personally appeared WILLIAM KAPLAN, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted; executed the instrument.

_____

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

On the ____ day of December in the year 2018, before me, the undersigned, a Notary Public in and for said State, personally appeared JOSEPH A. BONURA, SR., personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted; executed the instrument.

_____

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

On the ____ day of _____ in the year 2018, before me, the undersigned, a Notary Public in and for said State, personally appeared MICHAEL G. CIARAVINO, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in her capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted; executed the instrument.

_____

RESOLUTION NO.: 373 - 2018

OF

DECEMBER 10, 2018

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A FOURTH MEMORANDUM OF UNDERSTANDING WITH METRO-NORTH COMMUTER RAILROAD COMPANY TO PROVIDE REIMBURSEMENT OF PARKING LOT LEASE PAYMENTS RELATED TO THE NEWBURGH-BEACON FERRY SERVICE

WHEREAS, the City of Newburgh and Metro-North Commuter Railroad ("MNR") entered into an Agreement, dated August 16, 2004 (the "Agreement"), concerning the mooring, docking and use of facilities in the City in connection with commuter ferry service to be operated by MNR or its contractor between the City of Beacon and the City of Newburgh; and

WHEREAS, in compliance with the terms of the Agreement, the City entered into a lease with the owner of certain premises to provide a docking facility and 250 space parking lot for the ferry service, beginning July 30, 2014, and superseded by a First Amended Lease, effective April 21, 2010 and extended through December 31, 2015, (the "Amended Lease"); and

WHEREAS, by Resolution No. 169 - 2014 of July 14, 2014, Resolution No. 308-2014 of December 15, 2014, Resolution No. 75 -2015 of April 13, 2015 and Resolution No. 318-2015 of December 15, 2015, the City Council authorized extensions of the renewal term of the First Amended Lease through January 31, 2017; and

WHEREAS, the First Amended Lease was assigned to new owner, RBG of Newburgh, LLC, and by Resolution No. 10-2017 of January 10, 2017, the City authorized a New Agreement of Lease with RBG of Newburgh, LLC for the period February 1, 2017 through December 31, 2018 (the "New Lease"); and

WHEREAS, the New Lease was assigned to Newburgh Riverside Realty, LLC, and who desires to continue the lease for parking to be used for ferry service between the City of Newburgh and Beacon and uses associated therewith; and

WHEREAS, the City and Riverside Newburgh Realty, LLC agree that it is necessary to enter into a six (6) month extension of the New Lease for the period January 1, 2019 through June 30, 2019; the same being in the best interests of the City of Newburgh;

WHEREAS, by Resolution No. 111-2015 of May 11, 2015 and Resolution No. 11-2017 of January 9, 2017, the City Council authorized a Second and Third Memorandum of Understanding with MNR to provide reimbursement to the City of Newburgh for payments made

under the First Amended Lease for the purpose of providing parking for users of the Newburgh-Beacon Ferry; and

WHEREAS, the City and MNR wish to work cooperatively to ensure the continuation of the ferry service between the Cities of Newburgh and Beacon by providing continued reimbursement to the City for payments under the New Lease extension with Riverside Newburgh Realty, LLC consistent with the term of the New Lease extension; the same being in the best interests of the City of Newburgh;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager on behalf of the City of Newburgh, be and he is hereby authorized to execute a Fourth Memorandum of Understanding coterminous with the period of the New Agreement of Lease extension, with such other terms and conditions as may be recommended by the Corporation Counsel, for Metro-North Commuter Railroad to provide reimbursement to the City of Newburgh for payments made under the New Lease extension with Riverside Newburgh Realty, LLC for the purpose of providing parking for users of the Newburgh-Beacon Ferry.

DRAFT 11 28 18

FOURTH MEMORANDUM OF UNDERSTANDING

FOURTH MEMORANDUM OF UNDERSTANDING ("FOURTH MOU") dated _____ __, 2018, by and between Metro-North Commuter Railroad Company ("Metro-North"), a public benefit corporation of the State of New York and a subsidiary of the Metropolitan Transportation Authority ("MTA"), with its principal offices at 420 Lexington Avenue, 11th floor, New York, New York 10170 and the City of Newburgh ("City"), a municipal corporation with its principal offices located at City Hall, 83 Broadway, Newburgh, New York 12550 (collectively, the "Parties").

WHEREAS, the Parties entered into an Agreement dated August 16, 2004 (the "Agreement"), concerning the mooring, docking and use of facilities in the City in connection with commuter ferry service to be operated by Metro-North or its contractor between the City of Beacon and the City of Newburgh ("Ferry Service"); and

WHEREAS, the Agreement states that the City will enter into a lease with the owner of certain premises ("Premises") to provide a docking facility and 250 space parking lot for the Ferry Service (the "Lease"), and the City did enter into such Lease, beginning July 30, 2004 and superseded by a First Amended Lease effective April 21, 2010 and extended through December 31, 2015 (the "Amended Lease"); and

WHEREAS, the City and the New York State Department of Transportation ("NYSDOT") had entered into a contract dated July 12, 2006, by which NYSDOT reimbursed the City for the rent payments under the Lease, but this contract expired; and

WHEREAS, the City had represented that it lacked funds to make the rent payments under the Amended Lease for the period from May 2015 through December 2015 ("May-December Period") and had requested that Metro-North reimburse the City for the rent payments under the Amended Lease for the May-December Period; and

WHEREAS, NYSDOT had indicated to the City that it will reimburse the City for the rent payments under the Amended Lease up to and including April 2015, and thereafter had committed to provide Congestion Mitigation and Air Quality ("CMAQ") funds to Metro-North, which could be used to reimburse Metro-North for assistance payments made to the City by Metro-North to fund the Amended Lease; and

WHEREAS, the City and Metro-North had entered into a Memorandum of Understanding dated May 26, 2015 ("MOU") whereby Metro-North had agreed to reimburse the City for the rent payments made by the City under the Amended Lease for the May-December Period at the rate of $21,278 per month; and

WHEREAS, the Amended Lease was further extended for the period January 1, 2016 through January 31, 2017 at the same rate of $21,278 per month ("January 1, 2016 – January 31, 2017 Period"); and

WHEREAS, the City had represented that it lacked the funds to make the rent payments under the Amended Lease for the January 1, 2016 – January 31, 2017 Period and had requested that Metro-North reimburse the City for the rent payments under the Amended Lease for the January 1, 2016 – January 31, 2017 Period; and

WHEREAS, the City and Metro-North entered into a Second Memorandum of Understanding dated January 26, 2016 ("Second MOU") whereby Metro-North had agreed to reimburse the City for the rent payments made by the City under the Amended Lease for the January 1, 2016 – January 31, 2017 Period at the rate of $21,278 per month; and

WHEREAS, the City had entered into a new lease with the new owner of the Premises to provide a docking facility and 250 space parking lot for the Ferry Service (the "New Lease") for a term beginning February 1, 2017 and continuing until December 31, 2018 with rent payments of $21,278 per month ("February 1, 2017 – December 31, 2018 Period") and had requested that Metro-North reimburse the City for the rent payments under the New Lease for the February 1, 2017 – December 31, 2018 Period; and

WHEREAS, the City and Metro-North entered into a Third Memorandum of Understanding dated January 31, 2017 ("Third MOU") whereby Metro-North had agreed to reimburse the City for the rent payments made by the City under the Amended Lease for the February 1, 2017 – December 31, 2018 Period at the rate of $21,278 per month; and

WHEREAS, the New Lease was extended for the period January 1, 2019 through June 30, 2019 ("New Lease extension") at the same rate of $21,278 per month ("January 1, 2019 – June 30, 2019 Period"); and the City represents that it lacks the funds to make the rent payments under the New Lease for the January 1, 2019 – June 30, 2019 Period;

WHEREAS, the City continues to maintain that it lacks the funds to make the rent payments under the New Lease extension for the January 1, 2019 – June 30, 2019 Period; and

WHEREAS, unless the rent payments under the New Lease extension are made to the landlord for the January 1, 2019 – June 30, 2019 Period, the Ferry Service is in danger of being discontinued; and

WHEREAS, the Ferry Service is important to the City as well as being an important part of Metro-North's provision of commuter service to its ridership, especially for commuters from Orange and Dutchess Counties; and

WHEREAS, the Parties desire to prevent the discontinuance of the Ferry Service.

NOW THEREFORE, in consideration of the benefits accruing to each of the Parties hereto, the Parties agree as follows:

1. Supplement. Unless otherwise stated herein, this Fourth MOU supplements the terms set forth in the Agreement, the MOU and the Second MOU.

2. Lease Rent Payments: Metro-North agrees to reimburse the City for the rent payments made by the City under the New Lease for the January 1, 2019 – June 30, 2019 Period only, at the rate of $21,278 per month. For the January 1, 2019 – June 30, 2019 Period, the City will make timely monthly rent payments to the lessor under the New Lease. The City will submit proof of each timely monthly rent payment along with an invoice for that monthly rent payment to Metro-North within ten (10) days of making the rent payment. Metro-North agrees to pay the City within thirty (30) days of receipt of the City's invoice for the monthly rent payment and proof of timely payment of the monthly rent payment under the New Lease.

3. During the January 1, 2019 – June 30, 2019 Period, the City agrees to comply with all terms under the New Lease extension, not to terminate the New Lease extension and not cause the landlord to terminate the New Lease extension.

4. Metro-North is not required to reimburse the City for any late fees, interest or other charges under the New Lease extension.

5. This Fourth MOU does not create any obligations for Metro-North in connection with the New Lease extension, or create any landlord-tenant relationship between the Parties.

6. The Parties agree to diligently work together in a cooperative and time sensitive manner to identify and make available alternative locations for the Ferry Service, docking facility and parking facility suitable to the needs of each party, and to cooperatively work together to identify other sources of funding for the Ferry Service, docking facility and parking facility.

7. Assignment: Neither party shall assign, transfer or delegate any of its rights or obligations under this Fourth MOU without the written consent of the other party, provided that Metro-North may so assign, transfer or delegate to the MTA any such right or obligation upon written notice to the City.

8. Personal Liability: No officer, director, member or employee of either of the parties hereto shall be liable personally or be sued individually for damages under or by reason of this Fourth MOU.

9. Notices: (a) Any notice, request, approval, demand or other communication under this Fourth MOU shall be in writing and given by (i) hand delivery, (ii) mailing the same by registered or certified mail, return receipt requested, (iii) reputable overnight courier service, or (iv) facsimile transmission with an original sent by any manner above described, addressed in each case as follows:

If to Metro-North:

Metro-North Commuter Railroad Company
420 Lexington Avenue, 11th floor
New York, New York 10170
Attention: General Counsel
(Fax No. 212-697-9079)

If to the City:

City of Newburgh
City Hall
83 Broadway
Newburgh, New York 12550
Attn: City Manager
(Fax No. 845-569-7370)

With a copy to:

City of Newburgh
City Hall
83 Broadway
Newburgh, New York 12550
Attn: Corporation Counsel
(Fax No. 845-569-7338)

(b) Any party may by notice to the other change the addresses to which notice to such party or copies of such notices shall thereafter be sent. Notices shall be deemed to have been given (i) immediately upon acknowledgement of receipt when delivered by personal service on the person(s) designated to receive notice, (ii) on the fourth (4^{th}) business day after the same shall have been deposited in the United States mails as aforesaid, (iii) on the next business day after the same shall have been sent by overnight courier service and (iv) upon receipt of the telecopy; provided that no notice shall be deemed to have been given until a copy thereof has been given to each person entitled thereto as set forth above.

10. No Third-Party Rights. No provision of this Fourth MOU shall create or give to third-parties any claim or right of action against the Parties hereto.

11. Board Approval Necessary. This Fourth MOU will only become effective upon approval of the Boards of the respective parties.

12. Miscellaneous:

a) This Fourth MOU contains the entire agreement of the Parties respecting the subject matter hereof.

b) This Fourth MOU may be amended, modified or supplemented only by an instrument in writing signed by the Parties hereto.

c) The headings of the various paragraphs, exhibits and attachments of this Fourth MOU are for the convenience of reference only and do not in any way define or limit the scope of intent of any provision hereof.

d) If any provision of this Fourth MOU is to any extent invalid or unenforceable, the remainder of this Fourth MOU, and the application of such provision to matters as to which it is not invalid or unenforceable, shall not be affected thereby.

e) This Fourth MOU shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective successors and permitted assigns.

f) This Fourth MOU may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

g) This Fourth MOU shall be governed by and construed in accordance with the laws of the State of New York.

h) Either party may terminate this Fourth MOU upon sixty (60) days written notice, provided that any obligations incurred by either party prior to the termination date, shall survive such termination.

IN WITNESS WHEREOF, Metro-North and the City have caused this Fourth Memorandum of Understanding to be duly executed as of the date first above written.

METRO-NORTH COMMUTER RAILROAD COMPANY

_____

BY:

CITY OF NEWBURGH

_____

BY: , City Manager

Per Resolution No. -2018

RESOLUTION NO.: 374 - 2018

OF

DECEMBER 10, 2018

A RESOLUTION AUTHORIZING APPROVAL OF VARIOUS INSURANCE POLICIES FOR THE PERIOD OF JANUARY 1, 2019 TO DECEMBER 31, 2019

WHEREAS, the City of Newburgh has solicited proposals for insurance coverage for the fiscal year 2019; and

WHEREAS, Arthur J. Gallagher of New York, Inc. and Gallagher Bassett Services, Inc. have recommended a package of insurance coverage for property and liability insurance coverage for Fiscal Year 2019;

NOW, THEREFORE, BE IT RESOLVED, that the Council of the City of Newburgh, New York hereby approves the insurance coverage for the term beginning January 1, 2019 through December 31, 2019 with the self-insured retention amounts and premium rates as set forth in the attached Insurance Quotation; and

BE IT FURTHER RESOLVED, by the Council of the City of Newburgh, New York, that the City Manager be and he is hereby authorized and directed to execute agreements with Arthur J. Gallagher of New York, Inc. and Gallagher Bassett Services, Inc. to provide for insurance coverage, including cyber insurance, and third-party claims administration services, respectively, for the period of January 1, 2019 to December 31, 2019.

RESOLUTION NO.: 375 - 2018

OF

DECEMBER 10, 2018

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE AN EXTENSION TO AN AGREEMENT BETWEEN THE CITY OF NEWBURGH AND MESH REALTY GROUP, INC. TO PROVIDE FOR THE CONTINUATION OF RESIDENTIAL PROPERTY MANAGEMENT SERVICES

WHEREAS, the City Council, by Resolution No.: 27-2013 of January 28, 2013, authorized the execution of an agreement with MESH Realty Group, Inc. for residential property management services; and

WHEREAS, the City Council, authorized amendments to the agreement with MESH Realty Group, Inc. by Resolution No.: 18-2014 of January 27, 2014, Resolution No.: 21-2015 of January 26, 2015, Resolution No.: 23-2016 of January 25, 2016, Resolution No.: 304 -2016 of November 14, 2016, Resolution No. 350-2017 of December 11, 2017, and Resolution No. 138-2018 of May 29, 2018, which provided for the continuation of residential property services; and

WHEREAS, the last amended agreement expires on December 31, 2018; and

WHEREAS, the parties wish to extend the last amended agreement to continue with property management services; and

WHEREAS, it is appropriate and necessary to execute the attached Amendment to the agreement to extend services from January 1, 2019 to December 31, 2019; and

WHEREAS, such Amendment is subject to the same terms and conditions of the April 1, 2013 agreement with the exception of a One ($1.00) Dollar increase in labor costs as provided for in Paragraph 2e of the original agreement and the addition of Paragraph 2g related to coordinating the inspections of City-owned properties; and

WHEREAS, this Council has examined such Amendment and has determined that entering into the same is in the best interests of the City of Newburgh;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and is hereby authorized to execute the attached Amendment to an agreement between the City of Newburgh and MESH Realty Group, Inc. to provide for the continuation of residential property services.

AGREEMENT BY AND BETWEEN

THE CITY OF NEWBURGH, NEW YORK

AND

MESH REALTY GROUP, INC.

DATED: _____

This Addendum to the Agreement dated April 1, 2013 is made and entered into this ____ day of _____, 2018 by and between MESH Realty Group, Inc. (AGENT), a New York corporation having its principal place of business at 77-79 Broadway, Newburgh, New York and the City of Newburgh, New York (OWNER), a municipal corporation with offices at 83 Broadway, Newburgh, New York 12550:

In consideration of the mutual covenants set forth below, agent and owner agree as follows:

1. APPOINTMENT OF AGENT

   Owner hereby appoints agent as the exclusive representative of owner to manage and operate various properties located in the City of Newburgh, County of Orange, and State of New York. A list of these properties is attached to this Agreement in a Schedule "A," and may be amended from time to time.

2. Paragraph 2e of the Agreement dated April 1, 2013 is hereby amended as follows:

   2e. Expenses. From rental proceeds, agent shall (1) pay for advertising, (2) pay all utility and customary bills, (3) pay salaries of persons employed on the premises, including but not limited to resident managers and assistants clerks and maintenance personnel, (4) purchase supplies, (5) clean out of buildings and disposal of trash, and (6) cause to be made and pay for such maintenance, repairs and alterations as may be required for proper operation of the properties. The maintenance and repairs shall be billed at the rate of **$36.00** per hour. Repairs greater than $1,000.00 require permission of owner. Further major repairs will first be offered to the Department of Public Works to perform on behalf of the City. If unavailable to do such repairs, the work will be done by contractors hired by Mesh Realty Group, Inc.

3. Paragraph 2g is hereby added to the Agreement dated April 1, 2013 as follows:

   2g. Inspections.Agent shall organize and maintain compliance with all inspections of rental units as required by the City Code of Ordinances including the Rental Registration and Licensing. Agent shall make arrangements for appropriate City staff to inspect and/or show rental units for sale as requested by the City.

4. TERM AND TERMINATION

   The term of this agreement shall commence on the 1st day of January, 2019 and shall end on the 31st day of December, 2019, unless sooner terminated by either party. Termination may be effected at any time by either party on thirty (30) days prior written notice.

5. This Addendum, together with the April 1, 2013 Agreement contains the entire agreement between the parties as to subject matter herein and supersedes all prior agreements whether oral or written between the parties hereto. This Agreement may be modified only by a written instrument signed by the parties.

Accepted by:

MESH REALTY GROUP, INC.	CITY OF NEWBURGH, NY
_____	_____
Name: RICK MILTON	Name: MICHAEL G. CIARAVINO
Title:	Title: City Manager
Date: _____	Date: _____
	Pursuant to Resolution No.: -2018

SCHEDULE "A"

1. 82 Clinton Street (10-1-20)
2. 412 Liberty Street (10-1-46)
3. 50 Thompson Street (13-7-11.2)
4. 352 Third Street (16-8-7)
5. 53 S. Robinson Avenue (38-6-1)
6. 25 Bridge Street (44-4-3.2)
7. 6 Locust Street (32-1-6)
8. 74 Henry Avenue (48-12-17)
9. 189 Broadway (36-1-1)
10. 46 Lutheran Street (29-4-34)

Revised 11/29/2018

Corporation Counsel

MESH REALTY GROUP, INC.
77-79 Broadway
Newburgh, NY 12550
(845) 565-6999
Fax (845) 565-3307

MANAGEMENT AGREEMENT

AGREEMENT made the 1st day of April, 2013 between **The City of Newburgh** Herein referred to as owner, whose address 83 Broadway, Newburgh, NY 12550 And Mesh Realty Group, Inc., herein referred to as agent.

In consideration of the mutual covenants set forth below, agent and owner agree as follows:

1. APPOINTMENT OF AGENT

Owner hereby appoints agent as the exclusive representative of owner to manage and operate various properties located in the City of Newburgh, County of Orange, State of New York. A list of these properties will be attached to this agreement in a "Schedule A", and may be amended from time to time.

2. MANAGEMENT DUTIES OF AGENT

Management duties will be performed by agent as follows:

a. Leasing of units. Agent shall use due diligence to attract and retain lessees of the apartment units.
b. Collection of rents. Agent shall take reasonable steps to collect all rent due, or enforce collection thereof, and shall perform all reasonable acts on behalf and for the protection of owner in the collection of such amounts.
c. Agent shall manage the apartment complex according to sound commercial practices and in conformity with the bylaws. Regulations, code of ethics and official pledge of the Institute of Real Estate Management.
d. Employees. Agent shall employ, direct, control and discharge all persons performing regular services on the premises. All such persons are and shall be employees of owner.
e. Expenses. From rental proceeds, agent shall (1) pay for advertising, (2) pay all utility and customary bills, (3) pay salaries of persons employed on the premises, including but not limited to resident managers and assistants clerks and maintenance personnel, (4) purchase supplies, and (5) cause to be made and pay for such maintenance, repairs and alterations as may be required for proper operation of the properties. The maintenance and repairs shall be billed at the rate of **$35.00** per hour. Repairs greater than $1,000.00 require permission of owner. Further major repairs will first be offered to the Department of Public Works to perform on behalf of the City. If unavailable to do such repairs, the work will be done by contractors hired by Mesh Realty Group, Inc.
f. Mortgages, taxes, other expenses. To the extent made possible by owner, agent shall service all loans and mortgages on the property, pay all applicable real estate and personal property taxes, licenses, fees and payroll taxes, and maintain payroll records and make all necessary returns required by law.

received
MAR 2013

3. ACCOUNTING AND ACCOUNTS

a. Accounting statements. Agent shall maintain books of account of all receipts and disbursements incurred in management of the property, which records shall be open to inspection by owner at all times. Agent shall render monthly statements to owner, showing all receipts and disbursements.

b. Bank accounts.

(1) Agent shall establish and maintain, in a bank, the deposits of which are insured by the Federal Deposit Insurance Corporation, a separate trust account for the deposit of rentals. Agent shall have the authority to draw on this account for any payments that agent must make to discharge any liabilities or obligations incurred pursuant to this agreement; and for payment of the fee to agent. All such payments shall be subject to the limitations of this agreement.

(2) Agent shall establish and maintain in a New York banking institution or savings and loan association, the deposits of which are insured by the Federal Deposit Insurance Corporation, a trust account bearing interest at the rate currently paid by such institutions or associations on time or savings deposit of any money or other form of security deposited or advanced on a contract, lease, or license agreement for the use or rental of real property. Agent shall comply with the various requirements of the New York Laws respecting the handling of such security deposits if retained by owner.

4. COMPENSATION OF AGENT

Owner agrees to pay agent as compensation for the services described above five percent (5%) of the gross revenue actually received from the property. Such compensation is due and payable on the **25** day of each month, the amount actually received during the previous month. The amount due agent for each month shall be withdrawn by agent from the rental account. That the percentage stated herein is in addition to the hourly charge to be paid for the maintenance and repair work. In the event that the compensation for services is not by the **25** day of the month, a 10% service charge will be added on to the amount due agent for services rendered. Further, City agrees to forward to agent a check in the amount of five thousand dollars and no cents ($5,000.00) to open an operating account for the above mentioned properties.

5. PAYMENTS TO OWNER

Agent shall remit to owner at intervals of not more than **6** months, the check by agent for the net amount due owner if so requested. A sum to be determined by agent, with the approval of owner, shall be retained by agent for the account of owner as a reserve for mortgage payments and the payment of taxes, licenses, repairs and other expenses that may be anticipated, but that are not due at the time to owner.

6. INSURANCE

The owner agrees to indemnify and save the agent harmless from any and all claims, debts or demands arising in connection with this management relationship, by any person, firm or corporation occurring by reason of or in connection with this contract and the owner agrees to carry liability insurance protecting Agent from any and all such liability and naming Agent as a co-insured. The aforesaid insurance shall be in an amount not less than **current amount.**

7. REIMBURSEMENT OF AGENT

Owner shall reimburse agent for the amount of any charges paid by agent and required for proper operation of the apartment project, if necessary funds are not available to agent from revenues received from the project or are not otherwise made available by owner.

8. TERM AND TERMINATION

The term of this agreement shall commence on the 1st day April, 2013 and shall end on the 31st day of December, 2013, unless sooner terminated by either party. Termination may be effected at any time by either party on thirty (30) day's prior written notice.

9. NOTICE

Any notice required by this agreement shall be delivered by the owner at:
83 Broadway, Newburgh, NY 12550: Attention Michelle Kelson

And addressed to agent as Mesh Realty Group, Inc., 77-79 Broadway, Newburgh, NY 12550.

The owner will pay to the agent, a leasing/renting fee of one (1) month's rent on residential properties, for securing new tenants,.

The Owner hereby authorizes Agent to initiate legal proceedings against any tenant who is delinquent with their rent. Further, Agent is authorized to represent Owner in all matters dealing with the daily and legal operations of the above described property.

The terms of this contract are not subject to change, unless agreed upon by both owner and agent in writing.

This contract must be signed and returned to agent within 30 days of the date mailed. A failure to do so will result in termination of the contract and all management responsibilities

Richard F. Herbek
City Manager

3/14/13
Date

Dated:

I hereby accept the agency of the above property on the terms as herein provided and agree to perform the services herein stipulated.

Rick Milton
Mesh Realty Group, Inc.

3/15/13
Date

SCHEDULE "A"

1. 22 Bay View Terrace
2. 162 Broadway
3. 95 Carson Avenue
4. 34 Carter Street
5. 55 Farrington Street
6. 296 Grand Street
7. 63 Grove Street
8. 72 Hasbrouck Street
9. 81 Henry Avenue
10. 64 Johnston Street
11. 112 Johnston Street
12. 120 Johnston Street
13. 34 Lander Street
14. 8 Larter Street
15. 279 Liberty Street
16. 16 Lutheran Street
17. 119 Montgomery Street
18. 350 Water Street, Unit 7-9

APPROVED AS TO FINANCES

Cheryl A. Gross 3/13/13

Cheryl A. Gross
Comptroller

APPROVED AS TO FORM

Michelle Kelson
Corporation Counsel

The City of Newburgh
Office of the Corporation Counsel

City Hall – 83 Broadway
Newburgh, New York 12550

Michelle Kelson
Corporation Counsel

Tel. (845) 569-7335
Fax. (845) 569-7338

Jeremy Kaufman
Assistant Corporation Counsel

June 13, 2018 VIA HAND-DELIVERY

Mr. Rick Milton
MESH Realty Group, Inc.
77-79 Broadway
Newburgh, NY 12550

Re: City of Newburgh with MESH Realty Group, Inc.
Resolution No.: 138-2018

Dear Mr. Milton:

Enclosed for your records is a fully executed copy of the Agreement between the City of Newburgh and MESH Realty Group, Inc. to provide for the continuation of residential property management services from March 1, 2018 to December 31, 2018.

Very truly yours,

MICHELLE KELSON
Corporation Counsel

MK/ar
Enclosure

cc: Deidre Glenn, Director of Planning & Development
George Garrison, Superintendent of Public Works
Kathryn Mack, Comptroller
Lorene Vitek, City Clerk (w/original)

RESOLUTION NO.: 138 - 2018

OF

MAY 29, 2018

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE AN EXTENSION TO AN AGREEMENT BETWEEN THE CITY OF NEWBURGH AND MESH REALTY GROUP, INC. TO PROVIDE FOR THE CONTINUATION OF RESIDENTIAL PROPERTY MANAGEMENT SERVICES

WHEREAS, the City Council, by Resolution No.: 27-2013 of January 28, 2013, authorized the execution of an agreement with MESH Realty Group, Inc. for residential property management services; and

WHEREAS, the City Council, authorized amendments to the agreement with MESH Realty Group, Inc. by Resolution No.: 18-2014 of January 27, 2014, Resolution No.: 21-2015 of January 26, 2015, Resolution No.: 23-2016 of January 25, 2016, Resolution No.: 304 -2016 of November 14, 2016, and Resolution No. 350-2017 of December 11, 2017 which provided for the continuation of residential property services; and

WHEREAS, the last amended agreement expired on February 28, 2018; and

WHEREAS, the parties wish to extend the last amended agreement to continue with property management services; and

WHEREAS, it is appropriate and necessary to execute the attached Amendment to the agreement to extend services from March 1, 2018 to December 31, 2018; and

WHEREAS, such Amendment is subject to the same terms and conditions of the April 1, 2013 agreement with the exception of a One ($1.00) Dollar increase in labor costs as provided for in Paragraph 2e of the original agreement and the addition of Paragraph 2g related to coordinating the inspections of City-owned properties; and

WHEREAS, this Council has examined such Amendment and has determined that entering into the same is in the best interests of the City of Newburgh;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and is hereby authorized to execute the attached Amendment to an agreement between the City of Newburgh and MESH Realty Group, Inc. to provide for the continuation of residential property services.

I, Lorene Vitek, City Clerk of the City of Newburgh, hereby certify that I have compared the foregoing with the original resolution adopted by the Council of the City of Newburgh at a regular meeting held May 29 2018 and that it is a true and correct copy of such original.

Witness my hand and seal of the City of Newburgh this 30 day of May 20 18

City Clerk

AGREEMENT BY AND BETWEEN

THE CITY OF NEWBURGH, NEW YORK

AND

MESH REALTY GROUP, INC.

DATED: June 12, 2018

This Addendum to the Agreement dated April 1, 2013 is made and entered into this 12th day of June, 2018 by and between MESH Realty Group, Inc. (AGENT), a New York corporation having its principal place of business at 77-79 Broadway, Newburgh, New York and the City of Newburgh, New York (OWNER), a municipal corporation with offices at 83 Broadway, Newburgh, New York 12550:

In consideration of the mutual covenants set forth below, agent and owner agree as follows:

1. APPOINTMENT OF AGENT

   Owner hereby appoints agent as the exclusive representative of owner to manage and operate various properties located in the City of Newburgh, County of Orange, and State of New York. A list of these properties is attached to this Agreement in a Schedule "A," and may be amended from time to time.

2. Paragraph 2e of the Agreement dated April 1, 2013 is hereby amended as follows:

   2e. Expenses. From rental proceeds, agent shall (1) pay for advertising, (2) pay all utility and customary bills, (3) pay salaries of persons employed on the premises, including but not limited to resident managers and assistants clerks and maintenance personnel, (4) purchase supplies, (5) clean out of buildings and disposal of trash, and (6) cause to be made and pay for such maintenance, repairs and alterations as may be required for proper operation of the properties. The maintenance and repairs shall be billed at the rate of **$36.00** per hour. Repairs greater than $1,000.00 require permission of owner. Further major repairs will first be offered to the Department of Public Works to perform on behalf of the City. If unavailable to do such repairs, the work will be done by contractors hired by Mesh Realty Group, Inc.

3. Paragraph 2g is hereby added to the Agreement dated April 1, 2013 as follows:

   2g. Inspections.Agent shall organize and maintain compliance with all inspections of rental units as required by the City Code of Ordinances including the Rental Registration and Licensing. Agent shall make arrangements for appropriate City staff to inspect and/or show rental units for sale as requested by the City.

4. TERM AND TERMINATION

The term of this agreement shall commence on the 1st day of March, 2018 and shall end on the 31st day of December, 2018, unless sooner terminated by either party. Termination may be effected at any time by either party on thirty (30) days prior written notice.

5. This Addendum, together with the April 1, 2013 Agreement contains the entire agreement between the parties as to subject matter herein and supersedes all prior agreements whether oral or written between the parties hereto. This Agreement may be modified only by a written instrument signed by the parties.

Accepted by:

MESH REALTY GROUP, INC.

Name: RICK MILTON

Title: Vice President

Date: 6/1/18

CITY OF NEWBURGH, NY

Name: MICHAEL G. CIARAVINO

Title: City Manager

Date: JUN 12 2018

Pursuant to Resolution No.: 138-2018

SCHEDULE "A"

1. 189 Broadway (f/k/a 187-191)
2. 60 Hasbrouck Street
3. 74 Henry Avenue
4. 44 Johnes Street #103J - 58-1-1.-3
5. 44 Johnes Street #110J - 58-1-1.-10
6. 47 Lander Street
7. 71 Liberty Street, WH
8. 6 Locust Street
9. 80 Prospect Street

Revised 5/9/2018

RESOLUTION NO.: 376 - 2018

OF

DECEMBER 10, 2018

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEWBURGH, NEW YORK SUPPORTING THE 2018 UNITED FUNDING APPLICATION OF RUPCO TO NEW YORK STATE OFFICE OF HOMES AND COMMUNITY RENEWAL DIVISION OF HOUSING AND COMMUNITY RENEWAL, TO THE NEW YORK STATE HOUSING TRUST FUND AND TO UNITED STATES DEPARTMENT OF THE INTERIOR AND TO NEW YORK STATE OFFICE OF PARKS, RECREATION AND HISTORIC PRESERVATION

WHEREAS, The Newburgh Community Land Bank in collaboration with community stakeholders, developers and other governmental agencies has undertaken an aggressive Neighborhood Revitalization Plan (NRP) to plan for the redevelopment of distressed properties so that they may be returned to productive use to improve the quality of life in Newburgh, NY; and

WHEREAS, RUPCO is the region's leading not-for-profit provider of and advocate for quality, affordable housing and community development programs aimed to provide opportunity and revitalize communities creating and maintaining quality, sustainable housing and rental opportunities, inspiring understanding and acceptance of affordable housing initiatives, fostering community development and revitalization, and providing opportunity to people to improve their living standards. RUPCO is a proficient developer of real estate for affordable housing and has responsibly worked to preserve and restore historic properties; and

WHEREAS, Blacc Vanilla Community Foundation (BVCF) is a non-profit social enterprise organization in the City of Newburgh, New York, centering the youth and the underserved at the heart of its programming which is aimed at promoting self-improvement and economic self-sufficiency through training and skill development, while building a community sense of hope; and

WHEREAS, The Newburgh Community Land Bank and RUPCO have established a framework to collaborate on the rehabilitation of vacant distressed parcels and residential properties to create 60-65 units of quality, affordable family housing in the neighborhood bordered by First Street, Broadway, Chambers Street and Dubois Street. Additionally, the Blacc Vanilla Community Foundation and RUPCO have established a framework to collaborate on the rehabilitation of the First United Methodist Church at 245 Liberty Street to create a community hub and service center ("The Project"); and

WHEREAS, The Project will require an application to the Low Income Housing Tax Credit Program, the purpose of which is to provide needed reinvestment funds for the preservation and/or

the creation of high quality affordable housing and community service facilities throughout the State of New York; and

WHEREAS, The Historic Tax credit programs support the preservation efforts of the Land Bank, RUPCO and the Blacc Vanilla Community Foundation in the established historic district of the City of Newburgh and stabilizing housing in these distressed neighborhoods will eliminate neighborhood blight and have a positive impact on job creation, public safety, health and the economy in the City of Newburgh; and

WHEREAS, the City Council of the City of Newburgh finds that supporting the application of RUPCO to the Low Income Housing Tax Credit Program addresses its citizens' needs for quality housing, community service facilities, preservation of historic buildings, and job creation and therefore the application is in the best interests of the City of Newburgh;

NOW, THEREFORE, BE IT RESOLVED, that the City of Newburgh fully supports the 2018 United Funding Application of RUPCO to New York State Office of Homes and Community Renewal, Division of Housing and Community Renewal and New York State Housing Trust Fund to secure state and federal Low Income Housing Tax Credit funding and the Part 1 and 2 Applications to the United States Department of the Interior and to the NYS Office of Parks, Recreation and Historic Preservation for federal and state Historic Tax Credit funding.

RESOLUTION NO.: 377-2018

OF

DECEMBER 10, 2018

A RESOLUTION AMENDING RESOLUTION NOS. 50-2018 AND 240-2018 AND THE 2018 PERSONNEL ANALYSIS BOOK TO ADD TWO TEMPORARY POSITIONS IN THE SANITATION DIVISION IN THE DEPARTMENT OF PUBLIC WORKS UNTIL DECEMBER 31, 2018

WHEREAS, due to unforeseen circumstances, there is a shortage of personnel in the Department of Public Works; and

WHEREAS, the Department of Public Works is requesting 2 temporary sanitation worker positions in the sanitation division commencing immediately and through December 31, 2018; and

WHEREAS, the City Council has determined that adding 2 temporary sanitation worker positions in the sanitation division in the Department of Public Works will promote economy and efficiency within the Department; the same being in the best interests of the City of Newburgh; and

WHEREAS, the addition of the temporary positions requires the amendment of Resolution No. 50-2018 of February 26, 2018 and Resolution No. 240-2018 of September 10, 2018, both of which amended the City of Newburgh Adopted Personnel Analysis Book for 2018;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that Resolution No. 50-2018 of February 26, 2018, Resolution No. 240-2018 of September 10, 2018, and the Personnel Analysis Book for 2018 be and are hereby amended to add 2 temporary sanitation worker positions in the sanitation division in the Department of Public Works commencing immediately and continuing through December 31, 2018.

RESOLUTION NO.: 378 - 2018

OF

DECEMBER 10, 2018

A RESOLUTION TO SPONSOR THE CITY OF NEWBURGH AFRICAN-AMERICAN BLACK PRIDE PARADE AND FESTIVAL

WHEREAS, the Newburgh African-American Black Pride Parade and Festival will be held on the first weekend in June 2019; and

WHEREAS, the Newburgh African-American Black Pride Parade and Festival is an event designed to celebrate the rich African-American history and culture of the City to bring city residents together in celebration; and

WHEREAS, this City Council finds that supporting the Newburgh African-American Black Pride Parade and Festival as a City-sponsored event is in the best interests of the residents of the City of Newburgh;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York hereby supports and sponsors the Newburgh African-American Black Pride Parade and Festival as a City-sponsored event.

RESOLUTION NO.: 379 -2018

OF

DECEMBER 10, 2018

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEWBURGH CANCELLING THE SECOND WORK SESSION AND REGULAR MEETING OF DECEMBER 2018

BE IT RESOLVED, by the Council of the City of Newburgh, New York that a pursuant to City Charter Section C4.01(E) that the second work session of December 20, 2018 and the second regular meeting of December 24, 2018 be and hereby are cancelled.

RESOLUTION NO.: 380 - 2018

OF

DECEMBER 10, 2018

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A LICENSE AGREEMENT WITH WORLD MISSION SOCIETY CHURCH OF GOD TO ALLOW ACCESS TO CITY PROPERTY TO CONDUCT CLEANING AND LITTER REDUCING ACTIVITIES

WHEREAS, World Mission Society Church of God and its university student group, Save the Earth from A to Z ("ASEZ"), have requested access to City property for the purpose of engaging in cleaning and litter reducing activities for the benefit of the public; and

WHEREAS, the City Council of the City of Newburgh finds that permitting such access for such purpose is in the best interests of the City of Newburgh;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to enter into a license agreement, in substantially the same form annexed hereto with such other terms and conditions acceptable to the Corporation Counsel, with World Mission Society Church of God and its university student group, Save the Earth from A to Z ("ASEZ"), to allow access to City property of engaging in cleaning and litter reducing activities for the benefit of the public.

LICENSE AGREEMENT

THIS LICENSE AGREEMENT, dated as of _____, 2018, by and between:

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

WORLD MISSION SOCIETY CHURCH OF GOD, a religious not-for-profit corporation with an address of 880 Jackson Avenue, New Windsor, NY 12553 ("Licensee")

WHEREAS, the City owns, controls or maintains certain municipal property located within the City of Newburgh, New York as identified on Schedule "A" attached hereto and collectively referred to as "the Property"; and

WHEREAS, World Mission Society Church of God and its university student group, Save the Earth from A to Z ("ASEZ"), (hereinafter collectively referred to as "Licensees") desire the license or privilege of gaining access to and performing work upon the Property of Licensor for the purpose of engaging in cleaning and litter reducing activities for the benefit of the public; and

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

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and conditions hereinafter contained, it is hereby agreed as follows:

Section 1. Grant of License. The City hereby represents that it owns, controls or maintains certain municipal property located within the City of Newburgh, New York as identified on Schedule "A" attached hereto and that it has duly authorized this License Agreement. The City hereby grants Licensees a revocable license for Licensees and Licensees' employees, volunteers, and agents, upon the conditions hereinafter stated, the license or privilege of entering upon the Property, as herein described, and taking thereupon such vehicles, equipment, tools, and other materials as may be necessary, for the purposes of and to perform maintenance, cleaning, litter removal and related activities to the Property owned, controlled or maintained by Licensor and used as primarily as municipal streets and public rights-of-way.

Section 2. Use of and Access to the Property. Entry to the Property is limited to the use and access necessary to clean and remove litter as proposed by the Licensees. Licensees shall perform such cleaning activities upon or under property of Licensor in such manner as will be satisfactory to Licensor. Licensees agree to do such work and perform such work in such manner as will comply fully with the provisions of any laws, ordinances or other lawful authority, obtaining any and all permits required thereby. Licensees shall give Licensor no less than forty-eight (48) hours advance notice of its commencement of work on the Property. Licensees shall remove all litter, debris and garbage collected from the Property and shall dispose of said litter, debris and garbage as required by law, rule and regulation at no cost to the City of Newburgh.

Section 3. Insurance. The Licensees shall not commence or perform work under this License Agreement until it has obtained all insurance required under this Section 3 and such insurance has been approved by the City.

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

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

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

2. Property Damage Insurance in an amount not less than $50,000.00 for damage on account of all occurrences.

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

C. All work is to be performed by Licensees employees, volunteers, and agents.

Section 4. Damages. The relation of the Licensees to the City as to the work to be performed by it under this agreement shall be that of an independent contractor. As independent contractors, the Licensees will be responsible for all damage, loss or injury to persons or property that may arise in or be incurred during the conduct and progress of said performances arising out of the negligent performance, other than those wholly caused by Acts of God. The Licensees shall make good any damages that may occur in consequence of the performances or any part of it. The Licensees shall assume all blame, loss and responsibility of any nature by reason of the Licensees' neglect or violation of any federal, state, county or local laws, regulations or ordinances applicable to the Licensees and/or the nature of its performance or arising out of its activities licensed hereby.

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

Section 6. Term of License. The license or privilege hereby given shall commence at 12:00 am on December 16, 2018 and shall expire and terminate without further notice to either party to the other upon the earlier of the completion of the work by Licensees and their agents, employees and volunteers or 11:59 pm December 16, 2018.

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

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

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

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

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

Section 13. Licensor acknowledges that the maintenance, cleaning, litter removal and related work to the Property shall inure to the benefit of both parties, and shall be satisfactory, adequate and sufficient consideration for the License granted hereunder.

WITNESSETH:

THE CITY OF NEWBURGH
LICENSOR

By: _____
Michael G. Ciaravino, City Manager
Per Resolution No.:

WORLD MISSION SOCIETY CHURCH OF GOD
LICENSEE

By: _____

Approved as to form:

_____
MICHELLE KELSON
Corporation Counsel

_____

City Comptroller

SCHEDULE "A"

1. 18 Johnston Street, Section 30, Block 3, Lot 38 (I am presuming this lot is the location of the make-shift basketball court b/c it is paved)
2. Johnston Street from Broadway north to Third Street
3. Lander Street from Broadway north to Third Street
4. City Terrace from Broadway north to Third Street

RESOLUTION NO.: 381 - 2018

OF

DECEMBER 10, 2018

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEWBURGH APPOINTING JOSEPH P. DONAT TO BE THE INTERIM CITY MANAGER OF THE CITY OF NEWBURGH PURSUANT TO SECTION C5.01 OF THE CITY CHARTER.

WHEREAS, Section C5.01 provides, in relevant part, that in the event that a vacancy occurs in the office of City Manager due to resignation, the City Council shall designate an Interim City Manager; and

WHEREAS, it is appropriate and necessary to designate an Interim City Manager for the City of Newburgh;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that Joseph P. Donat be and is hereby appointed to the position of Interim City Manager pursuant to Section C5.01 of the City Charter effective at 5:01 pm on December 14, 2018; and

BE IT FURTHER RESOLVED, by the City Council of the City of Newburgh, New York that the Mayor be and he hereby is authorized to execute a written employment agreement with Joseph P. Donat, annexed hereto with other provisions as Corporation Counsel may require, for the services as Interim City Manager.

EMPLOYMENT AGREEMENT

THIS AGREEMENT, entered into as of this _____ day of December, 2018, by and between **THE CITY OF NEWBURGH**, a municipal corporation organized and existing under the laws of the State of New York and having its principal office for the transaction of business at City Hall, 83 Broadway, Newburgh, New York, hereinafter referred to as ("the City") and **JOSEPH P. DONAT**, a natural person, with a mailing address of _____, hereinafter referred to as ("Mr. Donat") for the employment of Mr. Donat as Interim City Manager of the City of Newburgh:

In consideration of the mutual promises hereinafter set forth, the parties do hereby agree as follows:

Article 1. Appointment.

A. The City agrees to employ Mr. Donat as the Interim City Manager of the City of Newburgh (hereinafter "Interim City Manager") to commence performing the duties of said position as of 5:01 p.m. on December 14, 2018, on a full-time basis. The parties acknowledge that the duties and responsibilities of Interim City Manager may require performance of work starting before 8:30 a.m., or ending after 4:00 p.m., including work on Saturdays, Sundays or Holidays. In no event shall the days and hours worked be less than thirty-five (35) hours per week.

B. Mr. Donat agrees to accept employment as Interim City Manager of the City of Newburgh and to perform the duties and responsibilities of the position faithfully, competently and to his best ability. Mr. Donat agrees that his employment as City Manager shall be his exclusive full time employment for the term of this agreement and that he shall not perform work for any other employer unless or until his employment as Interim City Manager is terminated as provided in City Charter Section C5.00 by the appointment of a permanent City Manager and this Agreement. Mr. Donat shall not engage in any professional activity on behalf of any party other than the City without the express prior consent of the City Council. This subsection shall not apply to work to be performed on behalf of the Office of Congressman Sean Patrick Maloney which shall not conflict with any duties or obligations under this employment agreement.

C. Mr. Donat represents that he has not applied for or submitted an application for a permanent appointment to the position of City Manager and will not submit an application for a permanent appointment to the position of City Manager in the next year.

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Article 2. Scope of Work.

Mr. Donat agrees to perform the duties and responsibilities of the position of City Manager as set forth in City Charter Section C5.05 and Section C5.06 and to perform other legally permissible duties and functions as the City Council may assign from time to time.

Article 3. Term of Agreement.

The term of the interim appointment of Mr. Donat shall commence on December 17, 2018 and shall conclude on the earlier of the appointment of a permanent City Manager or March 31, 2018. The term of the interim appointment and this Agreement shall not be extended unless the City Council certifies the necessity for the continuation of the interim appointment in accordance with City Charter Section C5.01(B).

Article 4. Compensation.

In consideration for his agreement to serve as the Interim City Manager, Mr. Donat shall be paid an annual salary of $119,985.00.

Article 5. Paid Leave and Benefits.

A. Paid Leave. Mr. Donat shall be entitled to the same paid holidays as other non-bargaining unit managerial employees as set forth in Resolution No. 36-2016 of February 8, 2016. Mr. Donat shall be entitled to 5 paid vacation days and 4 paid sick days during the term of this agreement.

B. Insurances. Mr. Donat expressly waives health, dental, optical, life and disability insurance coverage under policies applicable to other non-bargaining unit managerial employees as set forth Resolution No. 36-2016 of February 8, 2016.

C. Retirement. Mr. Donat expressly waives participation in the New York State and Local Employees' Retirement System and the New York State Deferred Compensation Plan.

D. Vehicle. The City shall provide Mr. Donat with exclusive use of a motor vehicle at all times while he is employed as Interim City Manager for official business subject to the City of Newburgh Vehicle Usage Policy.

E. Defense and Indemnification. Defense and Indemnification for any and all claims, demands, actions, causes of action, liabilities, losses, judgments, fines, costs and expenses ,including reasonable attorney's fees and settlement expenses, arising out of any alleged act or alleged omission which occurred or allegedly occurred while Mr. Donat is and was acting within the scope of his employment by the City shall

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be in accordance with the requirements set forth in Section 18 of the Public Officers Law and City Charter Section C.3.92.

Article 6. Conflict of Interest.

Mr. Donat represents and warrants that he has no interest nor shall he acquire any interest, directly or indirectly which would or may conflict in any manner or degree with the performance or rendering of the Services herein provided. Mr. Donat acknowledges the provisions of Section 806 of the New York State General Municipal Law and the Ethics Law of the City of Newburgh, Chapter 34 of the Code of Ordinances of the City of Newburgh and acknowledges his continuing duty to comply with the same.

Article 7. Confidential Information.

In the course of his employment, Mr. Donat may acquire knowledge or come into possession of confidential, sensitive or proprietary information belonging to City. Mr. Donat agrees that he will keep and maintain such information securely and confidentially, and not disclose such information to any third parties to the same extent that the New York State Freedom of Information Law exempts such information from disclosure unless a court order compels disclosure of such information. Mr. Donat's obligations under this clause to maintain the confidentiality of such information and to refrain from using such information in any manner without the prior written approval of the City shall survive the termination or expiration of this Agreement. In no event shall this article be construed to prevent disclosure of information, documents, or other things pursuant to lawful requests for same.

Article 8. Separation from Service.

A. Termination shall be in accordance with the procedure provided in City Charter Section C.5.00 (D).

B. Upon separation from service for any reason, Mr. Donat shall not be entitled to severance pay.

Article 9. Construction, Governing Law and Venue.

A. Construction. Nothing in this Agreement shall conflict with the City Charter of the City of Newburgh. If any term or provision of this Agreement varies from the requirements of the City Charter then the provisions of the City Charter shall govern.

B. Governing Law. This Agreement is entered into under and pursuant to, and is to be construed and enforceable in accordance with the laws of the State of New York, without regard to its conflict of laws principles and all proceedings brought by

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either party arising out of or related to this Agreement shall be brought in the New York State Supreme Court, Orange County.

Article 10. Entire Agreement.

This Agreement contains the entire agreement between the parties with respect to the subject matter hereof and supersedes and replaces all prior negotiations, correspondence, conversations, agreements, understandings concerning the subject matter hereof. Accordingly, the parties agree that no deviation form the terms hereof shall be predicated upon any prior representations, agreements or understandings, whether oral or written.

This Agreement may be executed in any number of counter-parts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

Article 11. Modification.

No changes, amendments or modifications of any of the terms and/or conditions of this Agreement shall be valid unless reduced to writing and signed by the party to be bound.

Article 12. Severability.

If any clause, sentence, paragraph, section, provision, or any portion thereof, contained in this Agreement shall be adjudged by any court of competent jurisdiction to be unconstitutional, invalid or unenforceable, such judgment shall not affect, impair or invalidate the remainder of this Agreement, or portion thereof, shall be shall be confined in its operation to the clause, sentence, paragraph, section, provision or part thereof directly involved in the controversy in which such judgment shall have been rendered and such judgment shall not affect the remainder of this Agreement, which and shall remain in full force and effect.

Article 13. Titles.

The titles of the paragraphs of this agreement are for convenience only and shall not affect the meaning or interpretation of the paragraphs.

Article 14. Notice.

All notices or other communication required or permitted to be given pursuant to the Agreement shall be in writing and shall be deemed given when delivered by hand or five (5) business days if sent by certified mail, return receipt requested or the next business day if sent by generally recognized, pre-paid overnight mail service.

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If to the City:

Torrance Harvey, Mayor
City of Newburgh
83 Broadway
Newburgh, NY 12550

If to Mr. Donat

With a copy to:

Michelle Kelson, Corporation Counsel
City of Newburgh
83 Broadway
Newburgh, NY 12550

With a copy to:

Article 16. Waiver.

The failure of either party to enforce any rights hereunder shall not be deemed to be a waiver of such rights, unless such waiver is an express written waiver, which has been signed by the party to be charged. Waiver of any one breach shall not be deemed to be a waiver of any other breach of the same or any other provision hereof.

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

THE CITY OF NEWBURGH

BY: _____
TORRANCE HARVEY
Mayor

BY: _____
JOSEPH P. DONAT

Approved as to form:

_____
MICHELLE KELSON
Corporation Counsel

Witnessed:

_____
LORENE VITEK
City Clerk

DRAFT

LOCAL LAW NO.: __5____-2018

OF

DECEMBER 10, 2018

A LOCAL LAW AMENDING SECTION 248-1(B)(1) ENTITLED "SEWER USE RENTS" OF THE CITY OF NEWBURGH CODE OF ORDINANCES TO INCREASE SEWER USE RENTS TO 108 PERCENT OF THE CUSTOMER'S ANNUAL WATER BILL

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

SECTION 1 - TITLE

This Local Law shall be referred to as "A Local Law amending Section 248-1(B)(1) of the City of Newburgh Code of Ordinances entitled 'Sewer Use Rents' to Increase Sewer Use Rents to 108 Percent of the Customer's Annual Water Bill".

SECTION 2 - AMENDMENT

Section 248-1(B)(1) "Sewer Use Rents" shall be amended to read as follows:

Section 248-1. Imposition; method of determination.

There is hereby established and imposed sewerage facilities rents and sewer use rents, which rents are to be imposed upon the owners of real property and which rents are to be determined as follows:

B. Sewer use rents.

(1) The sewer use rent shall be ~~104~~ 108% of the customer's annual water bill, except as specified in Subsection B(2) and B(3).

SECTION 3 - VALIDITY

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

Underlining denotes additions
~~Strikethrough~~ denotes deletions

SECTION 4 - EFFECTIVE DATE

This Local Law shall take effect on January 1, 2019 after it is filed in the Office of the New York State Secretary of State in accordance with Section 27 of the Municipal Home Rule Law.

Underlining denotes additions
~~Strikethrough~~ denotes deletions

LOCAL LAW NO.: 6 - 2018

OF

DECEMBER 10, 2018

A LOCAL LAW AMENDING SECTION C3.12 ENTITLED "RESIDENCY REQUIREMENTS" OF THE CODE OF THE CITY OF NEWBURGH

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

SECTION 1 - TITLE

This Local Law shall be referred to as "A Local Law Amending Section C3.12 entitled entitled 'Residency Requirements' of the Code of the City of Newburgh".

SECTION 2 – AMENDMENT

City Charter Section C3.12 entitled "Residency Requirements" is hereby amended as follows:

A. Purpose. The City Council of the City of Newburgh finds that individuals who are officers and department heads of the City of Newburgh take a greater interest, commitment and involvement in the municipality that employs them by living within that community. The City Council further finds that in order to protect the health safety and welfare of the citizens of the City where emergencies and emergency work arise, it is necessary that the officers and department heads reside in the City. Accordingly, the City Council determines that there is a sufficient public need to require that officers and department heads initially appointed and hired after the effective date of this Section be residents of the City of Newburgh.

B. Application. This section shall apply to the officers of the City of Newburgh enumerated in Subsection C3.00(B) and (C) of this Article and the City Marshal and Acting City Marshal initially appointed after the effective date of this local law.[1] This section shall not supersede or override any other residency provision existing in state or federal law or existing in the City Charter and Code of Ordinances of the City of Newburgh found to be contrary to the provisions herein. City Charter Section C3.00(D) is hereby repealed by this local law.

C. Definitions. As used in this section, the following terms shall have the meanings indicated:

OFFICER – includes the City Manager, three Civil Service Commissioners, the City Clerk, the members of the Traffic and Parking Advisory Committee, the Corporation Counsel, the

[1] Local Law No. 3-2018 provided for an effective date of October 15, 2018.

~~Strikethrough~~ denote deletions
Underlining denotes additions

City Comptroller, the City Assessor, the City Collector, the City Purchasing Agent, the City Engineer, the Superintendent of Public Works, the Superintendent of Water, the Police Chief, the Fire Chief, the Building Inspector, the Plumbing Inspector, the Registrar of Vital Statistics, the Deputy Registrar of Vital Statistics, the Parks and Recreation Director, one Planning and Development Director as enumerated in City Charter Section C3.00(B) and (C) initially appointed and hired by the City of Newburgh after the effective date of this local law and the City Marshal and Acting City Marshal initially appointed after the effective date of this local law.

RESIDENCY – a person's usual and customary place of abode where the individual lives and regularly stays, the place where the family of any person permanently resides and the place where any person having no family generally lodges

D. Residency for new officers. Every person initially appointed as an officer of the City of Newburgh after the effective date of this local law shall as a qualification of employment by the City of Newburgh be a resident of the City of Newburgh at the time of initial permanent appointment or become a resident within 90 days of permanent appointment and shall remain a resident of the City of Newburgh as a condition of continued appointment and employment. Except as hereinafter provided, any officer of the City of Newburgh who does not comply with the residency requirements of this Section shall be deemed to have voluntarily resigned.

E. Verification and documentation.

1. The City Council shall be responsible for verifying the compliance with this residency requirement for the City Manager, Civil Service Commissioners, City Clerk and members of the Traffic and Parking Advisory Committee. The City Manager shall be responsible for verifying the compliance with this residency requirement for the remaining officers, except for the City Marshal and Acting City Marshal. The City Court shall be responsible for verifying compliance with this residency requirement for the City Marshal and Acting City Marshal.

2. All relevant sources of verification or documentation must be considered in determining an officer's residence. Where the officer's family permanently resides is a significant factor in determining the officer's residence. The following sources of verification or documentation also should be considered:

Voter's registration
Driver's license
Motor vehicle registration
Utility bills and receipts

Deed
Tax bills and receipts
Contract for sale
Lease or rental agreement
Landlord's affidavit
Insurance policies
Visual verification

F. Waiver.

1. In the event that after a reasonable recruitment period, a municipal officer position covered by this Section cannot be filled by appointing a qualified City resident or a qualified nonresident who is prepared to become a resident within in 90 days of his or her permanent appointment as provided in ~~the provisions of~~ Subsection D of this Section, a waiver of the residency requirements for said position, in whole or in part, ~~will prevent the City from filling the officer positions, one sixty (60) day extension~~ may be granted as follows:

    a. By the City Council for the Civil Service Commissioners, the City Clerk and the Traffic and Parking Advisory Committee members;

    b. By the City Manager for the remaining officers, except for the City Marshal and Acting City Marshal; and

    c. By the City Court for the City Marshal and Acting City Marshal.

2. The person or body authorized to grant the waiver shall certify in writing to the City Council the facts and circumstances supporting the determination to grant the waiver. Such waiver shall apply to such specific individual appointment for which the certification and waiver was granted.

G. Exceptions

1. Notwithstanding any provisions of this Section to the contrary, any person holding an officer position of the City or who is an employee of the City as of the effective date of this local law and who was not a resident of the City as of that date, shall not be required to comply with the requirements of this Section.

2. Nothing herein shall change the residency requirement for any elected City official.

3. Nothing herein shall change the residency requirement of the City Manager as provided in City Charter Section C5.00(C).

SECTION 3 - VALIDITY

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

SECTION 4 - EFFECTIVE DATE

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

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