

A regular meeting of the City Council of the City of Newburgh was held on Monday, December 10, 2018 at 7:00 PM in the third floor Council Chambers at City Hall, 83 Broadway, Newburgh, NY.

Prayer/Rezo

The Prayer was led by Rev. McAllister representing the Christian Ministerial Fellowship followed by the Pledge of Allegiance.

Pledge of Allegiance/Juramento a la Alianza

Roll Call / Lista de Asistencia

Present: Mayor Harvey presiding; Councilman Grice, Councilwoman Mejia, Councilwoman Monteverde, Councilwoman Rayford, Councilwoman Sofokles - 6

COMMUNICATIONS

Approval of the minutes of the meeting of November 26, 2018

Councilman Grice moved and Councilwoman Sofokles seconded.
Ayes: Grice, Mejia, Monteverde, Rayford, Sofokles, Harvey - 6
Carried

City Manager Update

City Manager, Michael Ciaravino noted that this will be his last Council meeting and no matter where he ends up in his career he will always consider the City of Newburgh a part of his community. Keep your eye on two things; the quality of water that everyone drinks and the positive relationship that has emerged between the Newburgh Police Department and the community. If these two things are paid attention to, the rest of the struggles that the City of Newburgh has experienced for so long will take care of themselves. This City is on the rise so long as we continue to pay attention to the fundamentals. We have had challenges for a number of years with the State of New York Department of Defense as it relates to the water at Stewart Airport which is approximately one hundred and fifty feet above Washington Lake where this community has drank its water for the last four or five decades. *"As my time ends here I am very frustrated because I want to continue to help the community."* There is a document from October 1998 relating to an environmental data base search which he read a quick part of. *"The records indicate an inactive landfill and abandoned pesticide disposal area at the Base both of which belong to the New York State Department of Transportation. The Base is also listed as a large quantity generator of hazardous waste. Another site that was designated and removed from the list was the New Windsor Landfill located between the southeastern property line of the site and the New York*

State Thruway. This site occupies fourteen acres and is closed but hazardous waste was disposed of in the Landfill from 1962 to 1976. The Landfill was capped in 1993 and is under a post closure monitor. There are two additional waste facilities in this study area both of which are located on the other side of Washington Lake that were identified as having leaking underground storage tanks. They reference a discovery of contaminated soil while pulling gasoline tanks out of an undisclosed location in 1994. A discovery of contaminated soil during the excavation of a number two fuel oil spill and a reported overfill of jet fuel as well as a number of others. We need to keep in mind that this is above the elevation of where Washington Lake comes from. This report also talks about Hangar C where a four thousand gallon fuel tank was excavated and removed and considerable contamination was discovered in the vicinity. The New York State DEC was notified and some contaminated soil was excavated and organic vapors were also detected which led to additional soil gas investigations, sampling and excavation. The soil was found to be contaminated with volatile organic compounds and several meetings were held with State Officials to discuss the investigation and remediation of the site. The clean-up was stopped because it was coming close to a foundation wall of a building. Subsequent soil investigations used soil gas detectors to determine the extent of the contamination and no monitoring was required or installed and no ground water analysis was performed so a source of volatile organic compound was not determined. Several files were reviewed but there was no definitive closure plan to be found with summarized work performed or a final DEC approval letter. This is concerning for us because this water then flows downhill to Washington Lake and was drank by the people of the City of Newburgh during this time period. This letter also talks about previously identified environmental concerns and fueling areas where leakage occurred and residual soil and ground water contamination remained after the tanks were removed. He said he will make this available to the Council and to the community and we are only beginning to understand the extent of the contamination that has befallen on the City of Newburgh long before many of us even contemplated holding positions here. Together with the water and the positive relationships that have been developed between the Police and our community He believes that the City of Newburgh can move forward. He also believes, however, that we are often susceptible to political influences from Albany that aren't necessarily in our best interest. The reason why he read from this report is that his tentative conclusion is that the City of Newburgh is on their own when it comes to protecting their own interests. We shouldn't expect promises from anyone in Albany to protect us from their self-interest which is to get out of this mess as cheaply as they can. We appreciate the Granular Activated Carbon Treatment Plant that they developed but that is a mere pittance compared to the true measure of damage that has befallen on this community. He asked that we remain vigilant and ensure the State of New York understands that you just can't point fingers at the Department of Defense. They need to take responsibility for the properties that they are directly responsible for. We also see in our correspondence review that they have notoriously received letters from the Department of Defense stating that they are immune from this. The State of Minnesota sued the manufacturers of this firefighting foam and achieved a two billion dollar reward and the State of New York has filed a similar lawsuit so we fully expect that it will fall somewhere up in that neighborhood of billions. He introduced Mr. Joe Donat who has been selected to act as the Interim City Manager. "We have worked out an agreement with the City Council's blessing that my last day will be this Friday at 5:00 p.m. rather than December 31st. This was at my request to accommodate a number of other scheduling and weather considerations. My offer to the community is for the duration of this litigation, for free I will

not charge the City of Newburgh one penny as I want to offer my consultation services to do what I can because I am also emotionally attached to this. I believe that the City of Newburgh has an opportunity to assert itself on the international stage and speak for itself as it relates to this water because the degree and measure of damage is only just starting to come to light". We were told a couple of weeks ago that this cleanup will take decades and we don't need anyone to pull a Flint, Michigan on the City of Newburgh. We are sitting in the driver's seat and we have a source of water with the Catskill Aqueduct that can move us forward. When they are shut down, our Engineering, Water Department and DPW team has determined other sources of alternative water so that we never have to go back to Washington Lake. As a short term goal we have to convince the State of New York that the water coming out of Rec Pond, which is measuring at five thousand nine hundred parts per trillion needs to be remediated and filtered right at its source. Right now, three years after this crisis, the State of New York is still polluting the Hudson River with water that is coming out of Recreation Pond. He asked that all hands be on deck to lobby our leadership whether it is at the County level or the State level to rectify that problem and don't wait for the Department of Defense to do something because at the end of the day all they are going to do is cover their own liabilities. He said again, "I am here to offer any work that the City of Newburgh needs as an ongoing consultant for zero dollars. I want to do that as part of my offer to thank this community for the tremendous opportunity. It has not always been pleasant and we know that's not the way leadership works but we are here for the good, the bad and the uncomfortable. At the end of the day there is no reason why anyone should ever have to drink water out of Washington Lake again. Mayor Harvey I thank you for your leadership."

Mayor Harvey thanked Michael Ciaravino for his leadership also. He always reflects back to when this City had a tornado shortly after his appointment to Mayor where he witnessed the work, intellect and diligence he brought to that experience. All of the leadership he witnessed in our staff was a learning curve for him. *"Thank you for your service and I respectfully appreciate all that you have given to the City particularly around the water crisis. I am going to take you up on that offer and if I ever have any questions that I think you can answer with the work that you have done regarding the water crisis, I will definitely give you a call and I appreciate the offer."*

PRESENTATIONS

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

Jeremiah Palemon & Kameran King with My Brother's Keeper Fellows from the Newburgh Enlarged City School District did a presentation regarding a One Million Dollar Project Grant.

Mayor Harvey said he is excited about this and declared his personal support behind this My Brother's Keeper initiative with closing the digital divide. He hopes they can write a resolution to provide the School District and these young men whatever is necessary for the

City to partner with them.

Councilman Grice said he is very proud of the young men who spoke. This is a Grant that we applied for previously but was not awarded but he believes that with these two young men at the helm of this that we will definitely get the award. We do have a letter of support that will be forthcoming it just has to go through its final stages.

Councilwoman Rayford said to the Newburgh Enlarged City School, the residents and business owners who had a part with the MBK that they support this one hundred percent with the digital divide. We want to break down the barriers and we owe our youth an apology because somehow we are missing them and we want them included in our decision making so we need to hear from them. She knows they had a wish list of what the City can do and they set aside some funding but she is the one who asks the tough questions. When you talk about money, you are talking about taxpayer dollars and she doesn't know what the Charter says about the Council voting when we have direct or indirect ties with our place of employment. She wants to make sure that we are safe and no litigations can be created by our mistakes.

Mayor Harvey said that from his understanding there is no conflict of interest because there is no measure for us to profit from this particular endeavor. He doesn't think there is a need for us to recuse ourselves or not participate as elected officials in supporting these young men and the MBK Organization which is a State initiative.

Michelle Kelson, Corporation Counsel said that many of these decisions are made on a case by case basis. As we sit here tonight there is nothing pending before the Council for a vote so whatever discussions take place this evening are just discussions. Any further arrangements that we need to work out with the School District we would generally do in some form of agreement and in that case those decisions will be made again depending on those facts and circumstances. They would at that time be advised of any conflicts of interest or escalations that they need to be concerned about.

A Proclamation Presented to the Mclymore Family

The City Council presented a Proclamation honoring the McLymore family.

City of Newburgh, N.Y.

Proclamation

December 10, 2018
A Proclamation Honoring

The McLymore Family

WHEREAS, Pastor Robert D. McLymore's love for his hometown of Newburgh, NY is evident in everything that he does. He received his primary education through the Newburgh School District and went on to obtain his AAS degree and Bachelor's degree in Criminal Justice attend Orange County Community College and John Jay College of Criminal Justice. For the past 18 years he has been employed in the criminal justice field rising through the ranks and making history in the Wallkill Police Department. He was the first African-American Detective, first African-American (F/T) Sergeant, and currently holds the rank of Detective Sergeant. Det. Sgt. McLymore currently oversees the entire detective bureau investigations; and

WHEREAS, Pastor Robert D. McLymore's love for his community also transcends to the spiritual side as well. He is the Founder and CEO of RDM Ministries Inc., a ministry which endeavors to restore and reconcile relationships between God and mankind through the wisdom of God. RDM Ministries is designed to reach all citizens of the world with the Gospel of Jesus Christ. Their motto is "Changing Lives, Building Together"; and

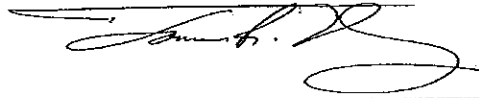
WHEREAS, on December 3, 2017, Pastor Robert D. McLymore became the Senior Pastor of Life Restoration Church, Inc. in Newburgh NY. Pastor McLymore was handed the leadership of the church from the founding pastor of the church, Pastor Michael McLymore Sr., who is also his father and is an Assistant Superintendent at the Newburgh Enlarged City School District.

WHEREAS, Pastor Robert D. McLymore represents both Life Restoration Church Inc. and RDM Ministries. Pastor Robert McLymore and his wife Sharon McLymore steadfastly serve the community. Below are the programs that both continue to bring forth to enhance the Newburgh community and the surrounding areas.

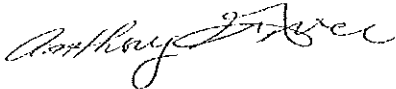
1. Food Pantry
2. Annual School Supply and Backpack Give Away
3. Annual Cancer Awareness Service
4. Relationship Seminars
5. Men's Empowerment Brunch
6. Free Praise Concerts
7. Annual Youth services
8. Family Goals Workshops
9. Annual Family & Friends Day
10. Community Cookout/ Block Party

WHEREAS, it is fitting and appropriate that Pastor Robert D. McLymore's work be permanently memorialized by the City of Newburgh to serve as a reminder of the principles he represents;

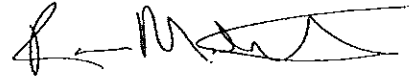
THEREFORE, The City Council of the City of Newburgh hereby honors on December 10, 2018 The McLymore family for their dedicated service to the Newburgh Community.



Mayor Torrance R. Harvey



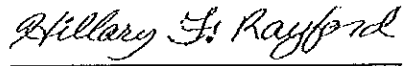
Councilman Anthony Grice



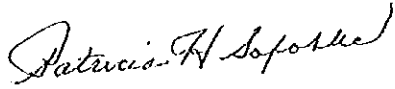
Councilwoman Ramona Monteverde



Councilwoman Karen Mejia



Councilwoman Hillary Rayford



Councilwoman Patricia Sofokles

Swearing In Ceremony Councilman Anthony Grice and Mayor Torrance Harvey

Mayor Harvey and Councilman Grice were sworn in for their new term of Office.

Public Hearing scheduled for Monday's Council meeting to hear comments on a proposed amendment to City Charter Section C3.12 residency requirements

Mayor Harvey called a public hearing that was advertised for this meeting to hear comments on a proposed amendment to the City Charter Section C3.12 entitled "Residency Requirements" of the Code of the City of Newburgh.

There being no one wishing to speak this public hearing was closed.

COMMENTS FROM THE PUBLIC REGARDING AGENDA AND GENERAL MATTERS OF CITY BUSINESS

Nelson McAllister, President of the Christian Ministerial Fellowship and resident of the City of Newburgh read the Newburgh Manifesto of the Christian Ministerial Fellowship. *"To the Honorable Mayor, Torrence Harvey and the Council of the City of Newburgh. As a collective body of members of the Christian Ministerial Fellowship of Newburgh, we believe that the beloved community we call Newburgh is in crisis. The serious damage has occurred and irreparable harm will continue to be the cause if we do not effect change immediately. Signs of the current crisis are evident as we consider the documented administrative debacles that have occurred in our beloved City. In January, 2009 Jean Ann McGrane, the first woman to hold the position, was fired for among other issues, withholding an unfavorable Federal Report on the City's mishandling of two HUD Grants from the City Council in the midst of the consideration of a six million dollar bond, the 2009 Budget and the 2009 CDBG funds. The City has had five Mayors and eight City Manager's since 2000 and two subsequent acting City Manager's after McGrane quit. Richard Herbek, the third Acting Manager took the job months later and resigned in 2013 amid reports that he had misrepresented an encounter with a prostitute the year before. The former Police Chief, Michael Ferrara replaced him on an Interim basis and Michael G. Ciaravino was appointed City Manager of Newburgh on May 19, 2014 by unanimous vote of the City Council. The Christian Ministerial Fellowship is a major community based group in the City of Newburgh comprised of Pastors and Clergy leaders from Newburgh and surrounding communities. We believe that with the combined resources of knowledge and expertise housed within the Christian Ministerial Fellowship together with the City of Newburgh's elected officials can make a tremendous impact on how the City government can maximize its governing to benefit all citizens. Our concerns are that just in the past ten years alone we have had eight changes in our City Manager mostly ending in an investigation for inappropriate actions in the City Manager's Office. Newburgh is currently in a crisis with its finances and again finds itself filling the position of City Manager. This is a problem but together we have an opportunity and we believe the Christian Ministerial Fellowship can be*

instrumental in helping to provide a sure resolution”.

Jeff Woody, City of Newburgh continued the letter, *“We therefore, The Christian Ministerial Fellowship of Newburgh, Inc., offer our support to aid and abet the City Council in the search for a City Manager who has the moral integrity to begin the process of making our beloved City a place where everyone can live in harmony and safety. We want to help you put Newburgh on the right track to becoming a productive city on the west bank of the Hudson River. Opportunity never knocks and stands silently while waiting to be recognized and usually goes unnoticed because at first it looks like an unfair advantage. We await your positive response with great anticipation.”*

Corey Allen, City of Newburgh congratulated Councilman Grice and Mayor Harvey and told the Council they are doing a great job. He said he is one thousand percent behind resolution #378-2018 for the Newburgh African American Black Pride Parade and Festival.

Valerie, Hyde Park, said she was here to speak about the lady who pounced on Mr. Ciaravino a few weeks ago. She was utterly dismayed by the sheer hatred she exulted while giving her public comment. We are all made of sixty percent water so think about the water coming out of your tap. If it wasn't for Mr. Ciaravino you would still be drinking PFOS in your morning coffee and wondering why you don't feel so good. We should be expressing gratitude to the City Manager as he stood up to Albany and said he wouldn't keep this quiet. He isn't perfect but did we expect him to be? He chose what was right rather than what was convenient for the City of Newburgh and he was the perfect man at the right time for the job. Why so much hatred in a vain attempt to kill the messenger? We have heard him over the past few weeks clearly advising us not to take the murky bait from Albany, the DEC and the DOD because we might compromise what has been achieved so far in terms of safe drinking water. His achievements are an exhaustive list including fixing the water leaks, saving thousands of dollars, establishing safety and being present in times of crises such as when the CSX Train jumped the tracks containing chemicals and the tornado we had last May.

Michelle Basch, City of Newburgh said that the members of the Council represent the residents and the businesses in the City of Newburgh regardless of color, economics, sexual preference, religion or lack thereof. Her expectations of the Council is that they use a certain tone and respect that represents all of us in a way that makes us proud. At the last Council meeting a woman spoke using a tone that was completely inappropriate attacking Mr. Ciaravino and she was led out. Shortly after that a Council person used the same tone and very similar language which is also inappropriate and unacceptable. *“You represent us and everyone can see this online so we need to step up and you need to step up for us.”* She added that this Country that we live in was founded originally on the separation of Church and State. The Church does not belong in State affairs. In God We Trust was entered into the Pledge of Allegiance in the 50's by President Eisenhower. It did not exist before and it was not legal to have anything that had to do with religion in State affairs. If the Council feels that religion must be mentioned, she asked them to represent all religious faiths. Buddhism, Islam, the Christian Faith, the Jewish Faith, Greek Orthodox Faith and all of the others. *“You must include all if you need to mention religion. It is not right to single out some and leave others by the side.”*

John, 438 Powell Avenue said that at the last meeting it was discussed that we need money and we have to raise sewer rates again. We also talked about enforcing fines and fees which is just another form of taxes. He walks around the City quite a bit and noticed we have developed a huge stack of bricks from Liberty Street so he wonders if the city is selling those bricks which could be sold for \$9.00 a square foot on the open market so \$1.00 per brick would be fine. There is also Bluestone stored at the DPW that could be sold for maybe a \$1.00 a square foot. Why are we paying rent for a dock when we have a dock? Originally that deal went down because the dock was in bad shape and they couldn't use it for the Ferry so it was decided that the fees charged for the Boat Ramp would go into a fund which developed up to about a \$600,000.00 level a few years back. When someone asked about it nobody knew where it is so there is no money to fix the dock. Why are we renting property from another owner when we own property? Why aren't we making money for the City of Newburgh instead of talking about raising rates all the time? Let's raise some money.

Justin Rodriguez, son of Sonya Dixon said that his mother wanted to see the City do well so he supports anyone doing good for the City. We finally got the Skate Park built and as long as we all come together we can find a solution to all of our problems.

Steve, City of Newburgh said that in 2013 he and his friends proposed the Skate Park be built in the City of Newburgh. At the last Work Session there was discussion about naming the Park so he hopes that they would contact the skaters who proposed the park to see what they think the name should be. One proposal was to name it after Roxie Royal who was a big advocate for the Park but the skaters threw around a couple of names and thought about naming it, "The Newburgh Next Generation Park" because the park wasn't for them; it was for the future kids.

Mayor Harvey said that his point of view is to not name it after one individual.

Steve said to name it for the idea that it reflects for the City of Newburgh. It's for the kids.

Mr. Perez, City of Newburgh said that many of the skaters consider that Park their home because they are there more than at their own houses. It doesn't really matter what the name is but they would like to have the freedom to come to a consensus and that is all that they ask.

Kevandaryan Lujan thanked the City Manager for all of his hard work over the past few years. He did a lot of great things for us and we are grateful for his contributions so he wished him all of the best. He congratulated Mayor Harvey and Councilman Grice wishing them much success. He is here tonight for the Skate Park and the discussion around naming it. At the ribbon cutting he remembers seeing so much energy with the youth coming together and being excited about something as well as people supporting that dream. He wants to make sure we pay attention to everyone involved so he was happy to hear some young people come out tonight and talk about a name that is reflective of a generation; Newburgh Generation Park versus highlighting one individual person. He hopes the Council will keep that in mind and he was happy to hear Councilwoman Rayford say that there is a need for young voices because this is their Park. He hopes they will continue to be a voice in our City.

Pastor Rosie, Northeast Gateway to Freedom, 104 Broadway said she is excited about this City Council. In reference to item #1 she said that if we are going to be challenged on how we look at the separation of Church and State that we do some serious study. The separation of Church and State was never to separate Religion from the Government. The absolute meaning of that was that Government could not administrate decisions for the Church. She would hate to see that we would become divided over what we believe when we have a united City Council. The United States of America should be free to every one of every persuasion and we should all have equal rights. If we are going to start bringing any kind of division on how we present that original intent, then she would say we have to go back and make sure that we understand where that came from. It came from the Government not being allowed to tell the Churches how to function. You were supposed to stop Religion from being part of the administration in Government. She wished everyone a Merry Christmas and Happy Hanukkah.

Tom Roberts, Central Avenue congratulated the Mayor and Mr. Grice and thanked Michael Ciaravino for the wonderful job he has done. He really appreciates all of the work he has done with the water issues and he hopes it will be continued by whoever follows in his footsteps. He asked why we don't have a vacuum machine to pick up leaves in the City of Newburgh. He wonders why we put leaves in plastic bags and hopes they are all being recycled.

Jonathan Jacobson, 25 Pierces Road congratulated Councilman Grice and Mayor Harvey on taking their Oath of Office for the next year. He also congratulated the My Brother's Keeper Program because it is great to see. He has been meeting with elected official in all of the municipalities in the district to get their wish lists and see what can be done. There has also been some talk about having Ferry service on the weekends. This is a very expensive proposition, however, so we are going to start out by having it on special occasions to see how it works. Like when we have the Illumination Festival in June we could then have the Ferry coming from Beacon to Newburgh and he thinks that then we could promote it to see if it makes sense. If you promote the Illumination Festival and other days like Small Business Saturday properly, then people will come from the City, get off the train in Beacon and take the Ferry over to Newburgh. We will do it on a test basis and see how it goes. He wished everyone a Happy Holiday Season and healthy and a prosperous New Year.

There being no one else wishing to speak this portion of the meeting was close.

COMMENTS FROM THE COUNCIL REGARDING THE AGENDA AND GENERAL MATTERS OF CITY BUSINESS

Councilman Grice thanked everyone for coming out and wanted to make it publicly know that he is a Christian. With his swearing in if a year from now he is not making a difference then he needs to step to the side and let someone else move in. In regard to resolution #368-2018, he thanked Young and Unique for their generous donation. For the Ferry parking he agrees that we need to look at that situation a little closer to make it a win, win for the City and the other entities involved. He is one hundred percent in support

of the Black Parade. In regard to resolution #380-2018 for the World Mission Society Church of God, he is very happy about that and hopes that more Churches and other organizations will take the same initiative to help our City. He thanked Assemblyman Jacobson and Senator Elect Skoufis for speaking with us last week about our needs. He looks forward to the things that we are going to implement together.

Councilwoman Mejia wished everyone a Happy Festivus. She is a member of Generation X and it was so encouraging and hopeful to see the next generation step up in 2018 so she is looking forward to what 2019 will bring. One of her goals is to see people who are younger than her sitting at this table making decisions that will impact them. In regard to the Ferry parking, she wants to be clear that right now it is not a cost to the City because we are essentially a pass through. There is a cost for staffing because it does take up time from our staff so that is something she has wanted to get a hold of. As a commuter herself, the Ferry is a necessary asset that she takes advantage of as a lot of people here do. Usually in December we start off with a list but she is going to break tradition and not do that in December because she feels it gets lost in the shuffle and hopes she will get a new calendar in the next couple of weeks to put her goals into. Happy Festivus.

Councilwoman Monteverde said that tonight was exciting and the presentations were wonderful. She particularly enjoyed the My Brother's Keeper Presentation because those young men were very inspirational. She supports it and would like to see more young people coming forward to present their ideas. She agrees with Councilwoman Mejia that it would be great to see a young Council person up here because we are in need of that input. She also enjoyed hearing from the skateboarders who came out to talk about the Park and she loves the name, Newburgh Next Generation because it's a great name. She is not quite sure how she feels about Religion and Prayer at the Council Meeting. She considers herself a Buddhist and sometimes finds it offensive to hear the Prayers so it doesn't sit right with her. Maybe for 2019 it's something that we can consider to think about as a Council. She would like someone to explain to her why we started having the Prayer at the beginning of a meeting and why do we have to continue to do that. It has been quite a year and she has appreciated working with her fellow Council members. They might not always agree and are civil with each other sometimes but if she has not been civil then she apologizes for that. Sometimes discussions get a little heated and we don't necessarily always agree but it is not appropriate as a Council person to step out of line. As someone commented earlier, we are here representing the people who have put us in Office.

Councilwoman Rayford said that many times the discussions are heavy on her heart and sometimes she speaks loudly. It is ok to disagree and she apologized to her community. About a month ago one of the Council members was given permission to slash individuals and that was ok because they were given permission by our Mayor. When you want to speak about Prayer here in the Council, she came in not as a politician but as a Christian and an Ordained Elder. We are thinking about taking Prayer out of our meetings in a City that needs Prayer. No matter what religion you are there is only one God and it's your worship that is different. She is not in favor of taking Prayer out of the Council meetings.

She hears the young people and she is glad they came forward. Some of them were just young teenagers when this started and now they are grown but they are still here and Ms. Roxie Royal will honor whatever they say. She told Newburgh to keep praying and don't let anybody tell you to stop.

Councilwoman Sofokles thanked Michael for everything he has done over the past few

years and for not giving up on the water crises. When she was growing up back in the 60's she heard that there were problems with the water and it took all these years for someone to finally stand up to the Government. She congratulated Mayor Harvey and Councilman Grice and said that they are here for all the right reasons. They are good men who want what is best for the City of Newburgh and they represent the City well. She likes the idea of the name, New Generation for the Skateboard Park with maybe a plaque listing the names of the Committee members that helped put it together. It is for the next generation so she really likes that suggestion. A comment was made about the leaf pickup and a leaf machine is something we need to look at so that was a point well taken. She is very much in favor of the Black Pride Parade and would like to work with Councilwoman Rayford on that. She didn't see money in the Budget for it but there is no reason why we can't look into that further. Maybe we can put together a Committee of people who are involved in the community for the Black Pride Parade because it is very important in this City. She added that the My Brother's Keeper is also very important for the youth of this City and she loves the two kids who stood up because they were very well spoken and they have a vision for their future.

Mayor Harvey clarified that he as Mayor did not give anyone on the Council permission to say things. Whenever a Council member has an opportunity to speak to the things that are close to their attention and their heart they have that right as part of our agenda and the First Amendment. Particularly after a number of people have slandered and spoken freely about a Council member and their involvement with a particular project but he did not give anyone permission to do anything. All he did was follow the protocol in our agenda for that Council member to speak about the things they had written and prepared prior to our meeting. *"For the record I didn't give anyone permission and I am getting real tired of the knives and the daggers in my back from this particular Council member. I did not give anyone permission to do anything and we will continue to speak with respect and civility as long as you are on this Council."* In regard to Religion and Praying, if it offends someone then we do need to address that because as a Christian he does not want to offend his neighbors. He also believes there are opportunities for other Faiths to participate in that opening Prayer. To the young men who spoke about the Skateboard Park we want to address that and are in agreement with allowing them to give their input and make that decision. In regard to the Newburgh Manifesto with the City Manager, there are specific things outlined in our City Charter so the Christian Ministerial Fellowship stepping up and asking to be part of that will have to be addressed with our City Attorney. He thanked everyone for coming out tonight and wished them Happy Holidays.

There being no further comments this portion of the meeting was closed.

CITY MANAGER'S REPORT

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

Councilman Grice moved and Councilwoman Mejia seconded.
Ayes: Grice, Mejia, Monteverde, Rayford, Sofokles, Harvey - 6
Adopted

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

Councilman Grice moved and Councilwoman Mejia seconded.
Ayes: Grice, Mejia, Monteverde, Rayford, Sofokles, Harvey - 6
Adopted

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

Councilwoman Rayford said that she didn't see this in our Budget. Who is appointing this person and what will they do? She knows we need people but we really need a Comptroller so she needs an understanding of who makes this call.

Michelle Kelson, Corporation Counsel said that the request came in because a current employee who is an Account Clerk is preparing for a health care leave of absence and the Comptroller's office staff would appreciate having someone come in to perform those duties during her absence. Some of the permanent Clerk's leave will be paid and some will be unpaid so there will be some salary savings available. The hiring process will not change because this is a temporary position and there is an eligible list so those names will be canvassed first. The City Manager is the appointing authority so that process will not change.

Mayor Harvey mentioned that he had a meeting last week with Michelle Kelson and some of the people in the Comptroller's Office regarding some possible errors in the Budget regarding the sanitation. He wants to make the City Manager aware that this is something they need to look at. There are some things that need to be revisited by the City Manager and our Comptroller's office regarding the Budget that just passed not only for this particular matter but also for possible errors regarding sanitation. This issue needs to be addressed.

Councilman Grice moved and Councilwoman Sofokles seconded.
Ayes: Grice, Mejia, Monteverde, Rayford, Sofokles, Harvey - 6
Adopted

Resolution No. 368-2018 - Donation from Young & Unique

Councilman Grice moved and Councilwoman Sofokles seconded
Ayes: Grice, Mejia, Monteverde, Rayford, Sofokles, Harvey - 6
Adopted

Resolution No. 369-2018 - Donations for Recreation Department Christmas Events

Councilman Grice moved and Councilwoman Sofokles seconded
Ayes: Grice, Mejia, Monteverde, Rayford, Sofokles, Harvey - 6
Adopted

Resolution No. 370-2018 - Donation from Karen Mejia

Councilman Grice moved and Councilwoman Sofokles seconded
Ayes: Grice, Monteverde, Sofokles, Harvey - 4
Abstain: Mejia, Rayford - 2
Adopted

Resolution No. 371 -2018 Newburgh Community Land Bank appointment

Councilwoman Sofokles moved and Councilman Grice seconded.
Ayes: Grice, Mejia, Monteverde, Sofokles, Harvey - 5
Nays: Rayford-1
Adopted

Resolution No. 372-2018 - Riverside Newburgh Realty, LLC

Councilman Grice moved and Councilwoman Sofokles seconded
Ayes: Grice, Mejia, Monteverde, Rayford, Sofokles, Harvey - 6
Adopted

**** Councilwoman Monteverde left the meeting at 8:54 P.M.**

Resolution No. 373-2018 - MOU Metro North Commuter Railroad Company

Councilwoman Sofokles moved and Councilman Grice seconded
Ayes: Grice, Mejia, Rayford, Sofokles, Harvey - 5
Adopted

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

Councilman Grice moved and Councilwoman Sofokles seconded.
Ayes: Grice, Mejia, Rayford, Sofokles, Harvey - 5
Adopted

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

Councilwoman Sofokles moved and Councilman Grice seconded.

Ayes: Grice, Mejia, Rayford, Sofokles, Harvey - 5

Adopted

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

Councilwoman Sofokles moved and Councilman Grice seconded.

Ayes: Grice, Mejia, Rayford, Sofokles, Harvey - 5

Adopted

Resolution No. 377 - 2018 - Temp Sanitation Workers

Councilman Grice moved and Councilwoman Mejia seconded.

Ayes: Grice, Mejia, Rayford, Sofokles, Harvey - 5

Adopted

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

Councilwoman Rayford said they talked briefly at the Work Session about the Black Parade and Festival and she also mentioned having a Sadie Tallie Day. Do we adopt this and then come back to it or should we amend it right now?

Michelle Kelson, Corporation Counsel said they can do it either way. She wasn't in a position to change anything from the Work Session because she felt she didn't have sufficient information. You can move to amend the resolution to add the information that you would like or you can submit the additional information at a later date and it can be adopted at a subsequent meeting.

Councilwoman Sofokles moved and Councilwoman Mejia seconded to amend the resolution to include the name of Sadie Tallie Day with the Parade and Festival as an annual event.

Ayes: Mejia, Rayford, Sofokles, Harvey - 4

Nays: Grice - 1

Carried

Councilwoman Sofokles moved and Councilman Grice seconded

Ayes: Grice, Mejia, Rayford, Sofokles, Harvey - 5

Adopted as amended

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

Councilman Grice moved and Councilwoman Sofokles seconded.

Ayes: Grice, Mejia, Rayford, Sofokles, Harvey - 5

Adopted

Resolution No. 380 - 2018

Mayor Harvey said he is very excited about this resolution. There seemed to be some misunderstanding so he invited Ms. Livingston and World Mission Society Church of God to speak during our discussion for clarification.

Ms. Livingston said that their wish is to deliver a mother's love to the World. Their goal is to reduce crime and do cleanups at no cost to the City. They had asked what specific areas have an immediate need for a cleanup and were advised that we would enter into a License Agreement. There was communication between herself and Ms. Kelson and when finalizing the logistics, they asked if the City would be providing plastic bags, gloves, etc. to see what they would need. This is a question that we always ask and we were waiting for an answer but received an e-mail stating that the City was not going to move forward with the cleanup because we asked for these supplies. She apologized for the miscommunication because it was not their intent to not do the cleanup if the City would not provide the supplies. We want this volunteer service to happen at no cost to the City. This is our community and we want to work together so that is why all of our members are going to come together to prepare everything that we need in order to make this volunteer cleanup happen.

Mayor Harvey said that what attracted him to this opportunity was the notion that there is a direct correlation between urban blight and how people behave. There was some miscommunication with asking what the City would be providing and as long as there is no cost to the City then they have his support. He asked George Garrison, if this organization comes with their bags, gloves and such how does he see things?

George Garrison, DPW said it depends on where you want to do the work and on what day. If it is on a weekend, we can't pay overtime but we can agree on a place to put the bags that we could pick up on the next work day.

Ms. Livingston said they are currently focusing on Johnston Street and the makeshift basketball court to make it safe. The date they requested was for December 16th, which is this Sunday and everyone is ready and prepared. They will be starting around 11:00 a.m. to about 3:00 or 4:00 p.m. and she is not sure if the street has to be blocked off or not.

Mayor Harvey said they won't really be in the street. They will be on the sidewalk so we don't really have to interrupt traffic by blocking off the street.

George Garrison, DPW suggested that maybe one day this week they could meet up and go over this. He believes that what they want to do can be contained inside the area

without blocking the street.

Michelle Kelson, Corporation Counsel pointed out that the License Agreement limits them from Broadway to Third Street and going beyond Third Street probably is biting off more than you can chew from 11:00 a.m. to 3:00 p.m. We talked about a couple of locations where they could focus their activities at the Work Session two weeks ago and in the License Agreement we talked about Johnston Street and the paved area. We talked about Johnston Street itself, maybe Lander Street and possibly City Terrace. Looking at a map of the City and focusing on a concentrated area she limited the location from Broadway North to Third Street, which is probably more than enough area to work with.

Councilwoman Sofokles said they only have four hours so there is only so much they can do.

Mayor Harvey said that the only concern he and the Council members may have is that if you live closer to South Street and there are no efforts made with over one hundred people then we may get backlash. There might be residents on Johnston Street who are closer to South that may come ask why their side wasn't cleaned up.

Councilman Grice said he knows that street very well and agrees that some residents would be willing to come out if they saw an effort like that with about one hundred people. That is a one way street so he doesn't anticipate too many traffic issues there. He agrees it should be extended.

Michelle Kelson, Corporation Counsel said she can make that change.

Councilwoman Mejia said that block has had an active Block Association and they do their own cleaning so perhaps they should connect.

Councilwoman Rayford said she thought we decided at the Work Session that we were going to ask them to join us on our annual cleanup in April.

Mayor Harvey said we did but when he spoke to Ms. Livingston and other members of the Church they had a desire to deal with this cleanup immediately and not wait until April but they are also willing to partner with us on the Earth Day event.

Councilwoman Rayford said that the lot they are talking about is fenced in and the City is in litigation with that.

Michelle Kelson, Corporation Counsel said that we are in litigation over a contract. The property remains owned by the City of Newburgh and there are other organizations who have asked to use that property for various reasons over the last several years. If now, all of a sudden, somebody has a problem with that then we will find out but that has not been the practice in the past.

Mayor Harvey said that the City still owns it and when he took the Church members on a drive to see the streets, they noticed that there was an opening in the fence where the kids made a basketball court to play on.

Councilwoman Rayford asked about the weather.

Ms. Livingston said that is one of the reasons why they would like to do it earlier than later.

Ms. Kelson said that the forecast for Sunday is improving.

**Councilman Grice moved and Councilwoman Mejia seconded.
Ayes: Grice, Mejia, Rayford, Sofokles, Harvey - 5
Adopted**

Resolution No. 381 -2018

Councilman Grice thanked Michael Ciaravino for all of his help and diligence. He said he will not lose his phone number and he plans on being in contact with him especially with our water situation. He has been a great sounding board and he wishes him much success in his next endeavor. He spoke with Mr. Donat so he knows where the Council's priorities lie and he thanked him for stepping in at this time. He has already seen some of the work he has been doing and he looks forward to that continuing.

Mayor Harvey thanked Michael Ciaravino for his cooperation in this transition and his willingness to meet and converse with Mr. Donat. Mr. Donat has extensive experience with federal matters so he is excited about that and he also thanked Congressman Maloney for allowing him to serve in this capacity on a temporary basis for hopefully three to six months as they would like to take their time selecting the next City Manager. Mr. Donat knows his way around Newburgh, he knows his way around the Nation regarding federal matters, federal funding and working very closely with our Congressman. He is excited because we already have a wonderful partnership with Assemblyman Elect Jacobsen, Senate Elect Skoufis and now having Joe Donat on the interim basis is going to provide that stability from the federal level. This just makes sense.

Councilwoman Rayford welcomed Mr. Donat and said we truly need someone who is ready to hit the ground and be truthful, transparent and accountable because the City needs help and we need to heal. With him in that position coming from where he is she is quite sure he is well experienced and she welcomes him. She told him that she will ask the tough questions because she wants understanding.

**Councilman Grice moved and Councilwoman Sofokles seconded.
Ayes: Grice, Mejia, Rayford, Sofokles, Harvey - 5
Adopted**

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

**Councilman Grice moved and Councilwoman Sofokles seconded.
Ayes: Grice, Mejia, Rayford, Sofokles, Harvey - 5
Adopted**

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

Councilwoman Sofokles moved and Councilman Grice seconded.

Ayes: Grice, Mejia, Sofokles, Harvey - 4

Nays: Rayford-1

Adopted

NEW BUSINESS

There was no new business to discuss.

OLD BUSINESS

Councilman Grice said he has several things for old business but will wait until the New Year to give those departments a break and a chance to catch up.

Councilwoman Mejia said that the residents in Ward One received notification of the work that is continuing so she asked Mr. Morris if the project will be completed by December 14th.

Mayor Harvey said he had an opportunity to go to the site on Saturday and Sunday. On Saturday they were out there working but he didn't see anyone working on Sunday.

Jason Morris, City Engineer said they had two crews on Saturday working all day to remove pavement on Montgomery Street, grade Clinton Street and continue curbing work on Liberty Street. They did not work on Sunday because of various issues but work did continue today and they will be out all this week in an effort to get pavement down as soon as they can. The contractor has proposed the completion date of December 14, 2018 so we will see if they live up to that.

Councilwoman Mejia said for the record that this area cannot remain unpaved. Winter is coming and come February, March it will be twelve months that we have endured construction without proper signage that we are under construction. Going forward that is something that needs to be implemented because the Historical Society had their event on Sunday that brought a lot of foot traffic. She added that the annual Candlelight Tour is one of the dates that needs to be included in Events for potential Ferry service for the weekend because it's a great tourism aspect that brings people into the City. She said again for the record, *"It's got to get paved"*.

Councilman Grice concurs that it is past time. We really need those roads paved by December 14th.

Jason Morris, City Engineer said they continue to push the contractor every day.

Mayor Harvey said to keep the faith and he believes they are going to get it done.

FURTHER COMMENTS FROM THE COUNCIL

Councilman Grice congratulated Mayor Harvey for his appointment as well as Senator Elect Skoufis and Assemblyman Elect Jacobson. He appreciates all of their help. He told Michael Ciaravino to please stay in touch and wished him a very happy holiday. He told the department heads that he knows they work hard which he appreciates and he looks forward to moving forward.

Councilwoman Mejia thanked everyone for coming out and tuning in. We had conversations on how our community demonstrates pride and she always appreciated the Mexican Philosopher, Jose Vasconcelos who talked about the cosmic race. A conglomeration of all of the races in the World with no respect to color or number to erect a new civilization. Latin Americans have been experimenting with the cosmic race for some time now but just haven't gotten it right so the U.S. held this concept of what this cosmic race could be. Fundamentally that is what she loves about the City of Newburgh because to her it represents a very core value that she has and she can lift up other races without putting hers down. Another one of her heroes is Don Quijote because we always go for that unobtainable journey and sometimes that is what Newburgh feels like to her. Like she is Don Quijote out there searching for the windmill. We just have to keep going forward. She thanked Mr. Ciaravino for his service and wished him and his family all the best.

Councilwoman Rayford thanked everyone for coming. She was insulted by being told she back stabbed our Mayor, which she feels she didn't do and if there was a problem, she feels the Mayor should have gone to her. *"With your words and mine, if it was you and the Mayor in a war together you would pick him to be in the trenches with you but I beg to differ. We are in a war of good against evil with what I've seen in the last few months. You stated that you did back date some of the things that he did starting in April as far as his time. The other thing is to be underneath leadership that is not truthful that I will not be in and, yes, I will be vocal. Whether people don't want to hear it or they don't like me, whatever. I stand for the truth and what's right. I look and I hear different Council people try to shut me up but with the First Amendment I have the right to speak and I will not be quiet or silent. I took an Oath for the people and I got more votes than anybody during that time."* She also wants to look at the comments coming from Councilwoman Monteverde. *"The first time I was asked to say a Prayer she walked out and then tonight she said something else. I also want to look at her relationship that she has with the Land Bank, RUPCO and Cornerstone. I want to know about the Hatch Act and is she supposed to be on Council. I am raising these questions because I told everybody that I didn't come in as a politician. I came because God sent me here. I am going to use God because that is how I live and that's my life. To all those who think that I have a recording; I don't have a recording but Newburgh is on the radar from the Federal Government to the Attorney General and all through the State. We are on radar because of actions in which the leadership here in the City of Newburgh has taken. You are going to pull the truth out of me and I will tell it. Just ask me the question and I will tell it."* Feliz Navidad and God Bless you all.

Councilwoman Sofokles thanked Michael for his service and welcomed Mr. Donat. She looks forward to working with him and his experience. She doesn't want the World Mission Society Church to think we don't want them to be here and she personally wishes

they would come every Sunday. There are certain things we have to go through that we weren't aware of but we are more than happy to see them here because we certainly need them. The Christmas tree lighting will be on Thursday at 5:30 p.m. and we invite all to come. She thanked the DPW for getting the tree up and decorated which will be nice for the City. She wish everyone a Happy Holiday.

Mayor Harvey thanked everyone for coming out and congratulated the Church of God. He hopes this experience can be an example for not only the Church and what they do but also an example for the Churches we have in our City to participate and help clean the streets in the community. He added, *"Some people want to legislate with drama and I don't do drama. If there are issues or things going on regarding investigations and being on the federal radar, I don't speak on those things at the Council. Be aware that if and when things do happen, I am probably called first. As far as being a leader, I don't speak on those matters if those matters do exist. Note that for the record because I don't do drama and we let those things that may possibly be going on take care of itself. We are a unified City Council and we will continue to move forward as a unified body"*. He thanked Michael for his service and welcomed Mr. Donat to the City government. He thanked all of the departments for their service and wished everyone a good night.

ADJOURNMENT

There being no more business to come before the Council the meeting adjourned at 9:47 P.M.

**LORENE VITEK
CITY CLERK**

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").

WITNESSETH:

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

CITY OF NEWBURGH, Tenant

By: _____
William Kaplan, Manager

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

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

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.

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 (4th) 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

Title:

Date: _____

Name: MICHAEL G. CIARAVINO

Title: City Manager

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

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
AND ESTABLISHING SADIE TALLIE DAY

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; and

BE IT FURTHER RESOLVED, by the City Council of the City of Newburgh, New York that the day on which the Newburgh African-American Black Pride Parade and Festival is held each year will be officially declared "Sadie Tallie Day" in the City of Newburgh.

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.

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

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

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 from 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 counterparts, 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 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 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.

If to the City:

If to Mr. Donat

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

With a copy to:

With a copy to:

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

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:

Witnessed:

MICHELLE KELSON
Corporation Counsel

LORENE VITEK
City Clerk

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 '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

~~Strikethrough~~ denote deletions
Underlining denotes additions

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).

~~Strikethrough~~ denote deletions
Underlining denotes additions

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.

~~Strikethrough~~ denote deletions

Underlining denotes additions