

A regular meeting of the City Council of the City of Newburgh was held on Monday, April 23, 2018 at 6:00 PM in the third floor Council Chambers at City Hall, 83 Broadway, Newburgh, NY.

Prayer/Rezo

The Prayer was led by Rev. Nelson McAllister followed by the Pledge of Allegiance and a Moment of Silence for Mayor Kennedy, Assemblyman Skartados and Officer Horaz.

Pledge of Allegiance/Juramento a la Alianza

Roll Call / Lista de Asistencia

Present: President Pro Tem Mejia Presiding; Councilman Harvey, Councilman Jacobson, Councilwoman Monteverde, Councilwoman Rayford (arrived at 7:07 p.m. after roll call), Councilwoman Sofokles - 6

Councilman Harvey submitted to the City Clerk a letter of resignation from his position as City Councilman at Large for the City of Newburgh.

COMMUNICATIONS

Approval of the minutes of the meeting of April 9th 2018

**Councilwoman Monteverde moved and Councilwoman Sofokles seconded
Ayes: Jacobson, Mejia, Monteverde, Rayford, Jacobson - 5
CARRIED**

Resolution 94 - 2018 Vacancy in Office of Mayor

Councilman Jacobson said he got to know Torrance during the 2015 Campaign and one way you can really learn about someone is to go door to door through the City of Newburgh and see what he is like and how the people react to him. He has learned what a hard worker he is and how respected he is throughout the City of Newburgh. The reason he is happy to vote for this is because he is more than a Councilman, husband, father and educator. Torrance remembers and appreciates how far he has come and he wants to be a mentor to all of the youth in the City of Newburgh. That's why he pushed the school district on the My Brother's Keeper Program and why he has basically adopted so many young people. What he does with them beyond the classroom is something that should be admired. Torrance believes in the future of Newburgh but he also understands that we can only go so far if our children do not have a future here. It is his great pleasure and honor to support him to be our next Mayor and he looks forward to working with him. He knows he is going to succeed and do well.

Councilwoman Rayford said she too along with Councilman Jacobson during their Campaign in 2015 was asked to join the team. In the beginning she was skeptical and didn't want to be on the team until she got a call from Mr. Harvey when she decided to give it a shot and they knew she was a team player. She told Mr. Harvey that one of the At Large Council seats was going to be hers because God told her which required faith and action so she put her foot to the ground and went door to door, Church to Church and store to store. Mr. Harvey listens before he makes a decision and that is what she loves so much about him. She thinks this is a wonderful appointment because she has seen him grow as an educator in our schools and in our community. He was voted President and Founder of 100 Men for Newburgh and he has proven time and time again to be positive. She told him that he has her total support and she feels good about this. God bless you and your family.

Councilwoman Monteverde said she looks forward to working with Mayor Harvey as she is very happy they are going to continue to move forward and feels like the Council will be stable. Things are looking good.

Councilwoman Sofokles told Torrance that she has been getting to know him over the last year or so and she has grown to respect him. Many of her clients who have children in his class have nothing but the utmost respect for him and she listens to those kind of things. She is really looking forward to him being Mayor and she thinks he will continue Judy's legacy the way that it's supposed to be continued. She thanked him for stepping up.

Councilwoman Mejia said this a great concept and a great idea and she cannot wait to see the things that we are going to do in memory of all those who have come before us that sacrificed much for us to be able to be here and to be able to continue to build the City of Newburgh. From the bottom of her heart this was a great idea and thank you for taking the challenge.

Councilman Jacobson moved and Councilwoman Monteverde seconded.

Ayes: Jacobson, Mejia, Monteverde, Rayford, Sofokles - 5

Adopted

Councilman Jacobson said he also got to know Anthony Grice during the Campaign last year and we weren't on the same team but we are now. He said they got to know one another and he found him to be a gentleman at all times. He is optimistic and he looks forward to working with him over the next few months for the betterment of all of Newburgh.

Councilwoman Mejia welcomed Councilman Grice to this side of the table. We are looking forward to collectively envisioning and making possible the city that we are, the city we all know we can be and the city that you have been working for. It is good to say, *"Councilman Grice and Mayor Harvey, I like the sound of those two"*. Welcome.

Councilwoman Monteverde said that she too looks forward to working with Councilman Grice. She got to know him when they were campaigning together this past summer and she knows that family is very important to him. He is very thoughtful and really listens to people and she finds him to have integrity so she looks forward to working with him.

Councilwoman Rayford said she has been working with him in the school district for about fourteen years and he loves children, education and where to find the money as he is a grant writer. He is a positive person and she has never seen him in a negative light. She knows him as an educator, a man who is wise and God fearing. She welcomed him here and encouraged him to stay focused on what you need to do to move this city forward. She told him he is going to hear a lot of negative things but they are a team so she wants to help him grow as he helped her grow. She told him she is here for him and if he has any questions she won't hold anything back. The community knows that she is very transparent and approachable so she is glad to see him here and she is ready and willing to work with him.

Councilwoman Sofokles said everyone has already said everything and everyone knows what we think of Anthony. He is everything that we need on this Council as he is honest and has integrity and in due time we will all see how wonderful he is.

Mayor Harvey said words cannot articulate how happy he is to have him at this table and on his left side. He has known him for many, many years and they were in the same Fraternity at Cornell University. He has had the privilege and honor to serve on different committees with Mr. Grice in that Fraternity and he has done great work with him as educators in the Newburgh Enlarged City School District. He is an honest man, a man of noble deeds, a man of integrity and most importantly he is a very, very hard worker. He knows that he will work for the betterment of this city because he was born and raised here and he loves the City of Newburgh. There is no question that he is going to put forth the greatest effort in making this city move forward and he has the honor and privilege of serving with him. He thanked Councilman Grice for accepting this challenge.

Councilman Grice said he is truly blessed to have this opportunity and the gravity of this honor does not escape him. He told his family that he loves them as they support him in everything that he does and he appreciates that. His children are the main reason why he does what he does because it is not just for our generation it is for generations to come. This is an honor and he looks forward to working with everyone.

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

City Manager Update/ Gerente de la Ciudad pone al día a la audiencia de los planes de cada departamento

City Manager, Michael Ciaravino said from the administrative team that they want to work with Mayor Harvey as they did with Mayor Kennedy who they always experienced as someone who was looking to bring our community together and establish common ground. It is their goal and intention at all times to bring data to this legislative body as they make some very important decisions and there is a lot on the Agenda tonight that speaks to the gravity of this responsibility. He welcomed Councilman Grice and told him that they will make every effort to acclimate him and as soon as possible they will make time for our IT team to get him registered and get a nameplate. They want to give him ample opportunity to come up to speed as quickly as possible so he assured him that our entire administrative team will make themselves available to all of the Council but especially to him and Mayor Harvey as we move forward. He acknowledged Mayor Kennedy's passing as well as Sgt. Horaz and Assemblyman Skartados and said that we did want to close City Hall but the ethical guidelines and boundaries are that if we take personal time we have to account for it. Otherwise, as he has been told, it is tantamount to theft of time so he fully expects that all members of our team docked personal time in order to attend and pay their respects. Following this update our City Comptroller will present the monthly financial report and go through some of the data presented at our Work Session as it relates to the extremely important question of how many firefighters we want to apply for in our SAFER Grant. What is unique about this Grant is that in so many ways we are asking our Council to commit to a four year budget with respect to one department while speaking in more theoretical terms to how that might impact the other departments over the next four years. He reminded the Council that the SAFER Grant requires the City to contribute only 35% in the first two years and then 65% in the subsequent third and fourth years and this has no small consequences on our Budget. A number of Council Members have enthusiastically supported the largest number possible which we as administrators would like to do as well but we need to understand that in making plans for the Newburgh Fire Department for a four year time period we are required to meander to this very theoretical forecasting of what the community's finances will look like for the next four years. He and Katie Mack both urged caution and to be conservative in what we are willing to commit to. We were also cautioned that FEMA looks at the larger number of firefighters we are applying for the greater likelihood of success at actually getting the Grant. Ultimately we have to look at the fact that not only have we gone to the SAFER Grant two times but we are now asking for a third time and our Grant Consultant has indicated that they are only aware of one community that has succeeded in doing that. He has doubled down on the duty to explain what consequences could come out of this not only in terms of less coverage and protection for the community with less firefighters but also in terms of a commitment for four years where we are not permitted to conduct any layoffs with regard to this one department. We believe it is inevitable that if we are to meander down this path we are going to hit the tax cap and it is also inevitable that there could very likely be a tax increase

involved.

At the Police Department we have all seen the news about active shooters with large crowds of people which has haunted all of us because we ask ourselves where and how it might happen next. Dr. Padilla and his team and the Newburgh Police Department have worked hand in hand to do the Active Response Training and we will continue to do that training with our Negotiating Teams, SWAT Teams and the very capable staff at the Newburgh Enlarged School District. We also need to look to provide this training to other large crowds that gather on a weekly basis in the City of Newburgh. We are particularly looking at Houses of Worship and Congregations in the City of Newburgh and have already had one House of Worship take us up on that offer. Chief Solomon has asked us to make all Congregations and the community at large aware of the training that we have available. We call this training ALERRT which stands for Advance Law Enforcement Rapid Response Training. We will offer this training to any Congregation in the City of Newburgh that will be conducted at your House of Worship and it will be done in conjunction with a risk assessment of your building by our Newburgh Police Department. Trained instructors will give your Congregation tips on how to make your House of Worship more secure and explain basic tips on how to protect yourselves while opening lines of communication with the Police Department in the event of an emergency. This training will help your Congregation understand what to do in a time of crisis and will typically last one hour with a building assessment and lecture followed by questions and answers. If anyone has any questions or would like to schedule training, please contact the Newburgh Police Department, Chief Solomon or Detective Erik Eltz at (845)561-3131. What we have learned in the City of Newburgh is that the best defense is for us to be adequately prepared so we take this matter very seriously. He urged all Congregations, Mosques, Synagogues and other places of Worship in the City of Newburgh to please take advantage of this offer and he thanked Chief Solomon for presenting this innovative idea. In the spirit of community engagement training, on April 19th our Department hosted a four hour program at Mt. St. Mary College called Strengthening Police and Community Partnerships Making Communities Safer. This new community based Workshop was developed by the U.S. Department of Justice Office of Justice Programs and Community Relations Service is focused on strengthening the partnership between local law enforcement officers and the community. The Office of Justice facilitated this program which is an interactive workshop during which community members work directly with members of the Police Department to discuss strategies for strengthening community engagement. In regard to the GIVE Grant, which is Gun Involved Violence Elimination, we are pleased to announce that the City of Newburgh was awarded the new GIVE Grant for the period of July 1, 2018 through June 30, 2019 in the amount of \$840,521.00. It is especially good news to continue the work we started and the New York Times Editorial Section recognizes the City of Newburgh's Police Department for innovative community police relationship building. It was not too long ago that the City of Newburgh was regarded by the New York Times as "*The Murder Capital of the World*" but what they are taking note of now is that our statistics have held for a ten year low for violence. This brings us down by 15% over last year and it not only has the attention of the New York Times but other states and cities throughout the United States and places as far away as Sweden have police professionals coming to the City of Newburgh Police Department to learn what it is that we are doing that's different. At the core is a trust building exercise with members of our community and our Police Department that has ultimately resulted in those of us that share the common goal of being able to live safely in our neighborhoods by

developing information for our Police Department to investigate. We engage now in what is called targeted enforcement rather than the old fashioned sweeps where you destroy the morale of an entire community. We come through and ask, *who are you afraid of and who are the people keeping you up at night* and then target our enforcement based on that which has resulted in a decrease in our crime statistics. The Newburgh Police Department could not have done this on their own and it only came about because of the partnerships and trust that has been established with the residents of the City of Newburgh. We aren't happy that it's only a 15% decrease because we want our community to be as safe as any other in the State of New York and we thank the community for the trust they have placed in us. We want to trust you as much as we want you to trust us so with every achievement we make together we are going to continue to make history in the State of New York as we move forward.

In Community Development, resolution #103-2018 on the Agenda for tonight is seeking Council permission to reach a co-sponsorship agreement with United States Small Business Association. If there are any entrepreneurs with business ideas who are looking to see how to achieve that then this is an opportunity to bring your ideas to the Small Business Administration who are professionals to help get financing. We are going to be co-hosting with the SBA a series of free small business assistant workshops through the end of December, 2018. This is part of the United States Housing and Urban Development's Community Partnership Initiative in which the City of Newburgh participates. This Initiative, which began in 2016, provides the City of Newburgh with additional assistance from the Federal Government. Our first Workshop is scheduled for tomorrow evening at 6:00 p.m. at the Newburgh Free Library Auditorium, 124 Grand Street. With HUD the City of Newburgh is working in a cooperative manner with Faith Based Initiatives and they have currently scheduled a Faith Based Organization Grant Resource Workshop that is tentatively scheduled for the first or second week of June, 2018. This Workshop is geared toward providing Faith Based Organizations with Federal and Federal Partner Resources for topics such as Grant application and management, child care resources, worship building rehabilitation and food resources. This is also part of HUD's Community Partnership Initiative so we want to encourage all of the Faith Based Organizations to take advantage of this opportunity.

In the Recreation Department our Summer Playground is now open, which is the annual Summer Camp for boys and girls in Grades 1 through 6 and the dates are from June 25th to August 3, 2018 Monday through Friday from 8:00 a.m. to 4:00 p.m. The cost is \$350.00 for Newburgh residents and \$450.00 for non-residents, which includes all trips and you must register in person at the City of Newburgh Activity Center. Registration is also ongoing for our adult co-ed softball league which will begin on May 5th. Games will be played on Saturday mornings at Delano-Hitch Recreation Park and the cost is \$400.00 per team. Please contact Alex Alvarez at (917)370-5193 or our Recreation Department for more information. Registration for the Spring Youth Soccer is also now open which is for boys and girls ages 3 through 7 and the cost is \$65.00 per player which includes a uniform and end of season award. The Boat Launch at the foot of Washington Street is now open and the hours are from 6:00 a.m. to 8:00 p.m. Daily parking charges are \$15.00 per day and we will again be using the self-serve parking kiosk pay and display system. There will be attendants in the early stages of the season to assist customers and we will continue to offer the Seasonal Pass which may be obtained at the City Clerk's Office for \$100.00.

The Water Department is having Open House and Construction Tours which include our brand new Granular Activated Filtration Plant which is currently filtering Catskill Aqueduct water and the next tour will be on May 12, 2018 rain or shine. Please contact (845) 565-3356 to schedule a tour. We invite all residents and the City Council to take a look at what this Plant does and what it takes for us to produce some of the best drinking water in the State of New York. The City of Newburgh also received its 2017 Washington Lake Filtration Plant yearly inspection and we are pleased to announce that all of our goals were met for the year 2016. We also want to note that production numbers continue to decrease for 2017 because of leak detection efforts. City staff has been able to reduce the amount of water we are required to produce on a daily basis by another 21% which is a tremendous improvement as it results in less chemicals being placed in our water and the expenses that go along with it.

There are a number of initiatives in our Engineering Department that are part of the support we received a few years ago for our capital planning and this work is finally coming to fruition. For example, our sewer cleaning, lining and inspection of the West Trunk Sewer, which has been on the DEC hit list for a long time, we are pleased to announce that not only are we out of the woods with regard to potential fines but we are moving ahead on schedule with our City's contractor. We began the bypass of the West Trunk Sewer Main on Sunday night and the purpose of this bypass is to facilitate cleaning, inspection and what is called cured in place pipelining of the West Trunk Sewer Main from Dixon Street through the Quassaick Creek Corridor and down through the southern sewer interceptor. This is a very large project for the City of Newburgh. The contractor has also completed the cleaning and inspection work associated with the combined sewer overflow lines of Quassaick Creek and is in the process of performing spout repairs on the concrete box overflow line which will also be lined with what our Engineering Department calls centrifugally cast concrete in the coming months. The West Trunk Sewer Line work is expected to be completed by the Fall of 2018 and will prevent future sewer failures like the catastrophic events which occurred in 2012. On the South Water Street Sewer Separation Project, during the months of March and April our contractor successfully completed the boring under the railroad tracks from the Wastewater Treatment Plant to a new manhole located just under South Water Street. This complex boring operation encountered numerous delays and obstructions due to the presence of many old abandoned railroad overpass, buried abandoned buildings and other concrete rubble and boulders that were unanticipated. The subcontractor destroyed a lot of their equipment before they successfully reached the receiving pit on the other side of the railroad tracks. In mid-April, we were able to establish interstitial space between a sixteen inch casing pipe and an eight inch carrier pipe. This may sound very technical but it was for us a very momentous achievement. This crossing was connected into newly installed concrete wet well which will then serve as a future pump station for the South Water Street Sewer Separation Project. Today the contractor secured the surface mounted pump station equipment that will once completed pump sewage from the newly installed gravity sewer system up through the Wastewater Treatment Plant. He informed the Council as well as the community of an emergency situation that was discovered at the southeast corner of Carpenter Avenue and North Street. In late March our City Plumbing Inspector received a call from the owner at 111 North Street complaining of sewer discharge and we were required to notify the DEC that there was sewage coming down a retaining wall. This required us to engage in

emergency procurement which required us to go out for emergency contractors. The Engineering Department conducted a CCTV inspection of a ten inch sewer main located along Carpenter Avenue between Castle Avenue and Cottage Avenue in further attempts to locate the cause of that discharge. As a result of this observed discharge we put sewer dye into the main and ultimately discovered the source and within two hours of our confirmation we notified the DEC and prepared the public notification required by law in New York State's New York Alert System. The New York State DEC responded and requested an immediate action plan to address the discharge. We also reached out at that point to obtain as many bids as we could and received three bids back so he authorized this work on an emergency basis but at the next Council meeting we are going to ask for a resolution from Council to ratify this emergency work that had to be initiated immediately in order to satisfy the DEC's expectations for the City of Newburgh. He thanked the Engineering Department and the City Council for authorizing the purchase of the sewer camera truck enabling us to be able to conduct this work on a basis that we are able to save thousands of dollars on what it would have cost for outside contractors. As the aging infrastructure in the City of Newburgh continues to collapse, we will continue to do the camera work that the DEC will expect of us and we affirm the sound judgment of the City Council in authorizing that capital expenditure for the sewer camera truck.

The City Comptroller Katie Mack will present the Monthly Finance Report - March 2018

Katie Mack, City Comptroller presented the Monthly Financial Report and a review on the SAFER Grant.

CITY OF NEWBURGH
2018 GENERAL FUND BUDGET VARIANCE REPORT
January 1 Through March 30, 2018

	YTD Adopted Budget	YTD Modified Budget	Actual as of March 31, 2018	YTD Budget Variances Modified/Actual	
ESTIMATED REVENUES:					
Real Property Taxes	\$ 19,904,325	\$ 19,904,325	\$ 8,164,582	\$ (11,739,743)	41.02%
Real Property Tax Items	1,480,051	1,480,051	850,754	(629,297)	57.48%
Non-Property Tax Items*	11,664,800	11,664,800	2,834,275	(8,830,525)	24.30%
Departmental Income	1,034,450	1,034,450	178,729	(855,721)	17.28%
Charges for Svcs to Other Gov'ts	174,525	174,525	40,000	(134,525)	22.92%
Use of Money & Property	161,600	161,600	28,693	(132,907)	17.76%
Licenses & Permits	321,850	321,850	59,540	(262,310)	18.50%
Fines and Forfeitures	638,200	638,200	421,267	(216,933)	66.01%
Miscellaneous	381,337	381,337	71,062	(310,275)	18.63%
Interfund Revenue	2,492,555	2,492,555	417,838	(2,074,717)	16.76%
State Funding	4,892,752	4,892,752	38,333	(4,854,419)	0.78%
Local Government	12,500	12,500	0	(12,500)	0.00%
State Aid-Transportation	860,000	860,000	0	(860,000)	0.00%
Federal Aid-Public Safety	20,000	20,000	38,567	18,567	192.83%
Total Revenues**	\$ 44,038,945	\$ 44,038,945	\$ 13,143,640	\$ (30,895,305)	29.85%
APPROPRIATIONS					
Current:					
General Government Support	6,143,646	6,098,912	1,142,869	(4,956,043)	18.74%
Public Safety	14,650,085	14,675,940	3,205,876	(11,470,064)	21.84%
Transportation	2,257,304	2,335,589	389,580	(1,946,009)	16.68%
Culture and Recreation	983,217	983,217	154,447	(828,770)	15.71%
Home and Community Services	280,179	330,273	56,710	(273,563)	17.17%
Employee Benefits	14,501,716	14,501,716	3,534,502	(10,967,214)	24.37%
Debt Service	3,995,316	3,995,316	273,036	(3,722,280)	6.83%
Interfund Transfers	1,839,438	1,839,438	1,839,438	0	100.00%
Total Appropriations	\$ 44,650,901	\$ 44,760,401	\$ 10,596,458	\$ (34,163,943)	23.67%
Appropriations/Revenue	\$ (611,956)	\$ (721,456)	\$ 2,547,182	\$ 3,268,637	

* Non property revenue includes (\$2.5m estimated 1st qtr sales tax) - 4/28/18

** Total Revenues does not include appropriated FB of \$611k

PRESENTATIONS

Newburgh Enlarged School District Superintendent Dr. Padilla will be making a presentation regarding the School Districts' Budget

Gregory Kern, Assistant Superintendent of the Newburgh Enlarged School District presented information regarding the School Districts' Budget.

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

Kelly Anderson, 58 Williamsburgh Drive said she is a lifelong resident and a member of Community Voices Heard. In October of 2016, Natasha Fredericks purchased the building that she lived in for ten years and brought in Al Camacho, an unlicensed plumber to do work on the building. In October of 2017, Steve Hunter from Code Compliance did inspections and told Ms. Fredericks that she had until October 15th to get the building up to code. In the meantime she asked me to remove my belongings because she couldn't work around me so I put my belongings into storage and waited for renovations to be completed but they were never done. I went to Code Compliance to see why the building wasn't inspected again and they told me that they had no record of the visit or the violations that had to be done. She asked the City Council to take the building back and she would like Mr. Hunter to be investigated and prosecuted to the full extent of the law because he did not do his job. She added that she has a text from Ms. Fredericks stating that Mr. Hunter was going to condemn the building but because they were friends and she asked him not to it was not condemned.

Councilwoman Rayford said if the building was due to be condemned why keep you in there when it can cause health issues?

Ms. Anderson said she bought the building, collected rent and did nothing. I am out of money because I put my belongings into storage while waiting for these repairs to be done and I had no idea the building was in the condition of being condemned. Now I have nowhere to go because she wants to evict me. There is no affordable housing and she refuses to give back my security and I paid for rent and storage fees. There is no record of this man every coming to visit but I have a record from my job showing that I took off on September 15th to meet at the building.

Mayor Harvey told Ms. Anderson that they will look into this matter. He will speak with our City Manager and Code Compliance.

Ms. Anderson said she called the City Manager's Office a couple of times and never received a call back.

City Manager, Michael Ciaravino said he will take her phone number and will follow up on this tomorrow.

Ms. Anderson added that she needs a place to live.

Omari Shakur, 55 Liberty Street, finished reading the text aloud that Ms. Anderson received, *"Steve Hunter wanted to condemn your apartment because of the fire safety and I asked him not to"*. That's criminal. She has two children with special needs and you are going to leave them in an apartment that should have been condemned? If Steve Hunter did this we want criminal prosecution because if anyone else did that they would be going to Jail. We have the text so someone is lying and we need to see the records of when he visited. For eighteen months she collected \$19,000.00 of rent from this woman and the building wasn't fixed up yet people are saying we don't need affordable or decent housing. For justice for the tenants we want the City to take ownership of 58 Williamsburg Drive and we demand that Steve Hunter be put on suspension immediately and have a full investigation of the buildings he was responsible for inspecting. We also need a full investigation into the practices and procedures of the Building and Code Enforcement Office. We need to create a Tenants Rights Committee that works with the City Council to hold Landlords accountable. That is what we want and that's what we are demanding.

We just spent two hours talking about our police and fire departments and we want to know how many of the policemen and firemen live in our City. We are training them to go to different departments and that's our money. If you have to train officers to work in my community then I don't want them. If they need to be trained, they don't need to work for us.

Gloria said she is a temporary resident of New Windsor but she grew up in the City of Newburgh. She lived at 126 Lander Street across the street from a Day Care and someone broke her window so she called the Police and they told her they couldn't do anything for her. She and her two children had to wait through the weekend until Lander Street Apartments opened and was able to temporarily cover it. This is our City of Newburgh and they do so much overtime. She moved to New Windsor because the apartment she lived in on Lander Street had a bullet fragment in it. Countless times she and her children heard shootings going on and she would have to check her children to make sure they weren't hit so this prompted her to move to New Windsor. She is pulled over constantly because of her skin color so she is not happy in New Windsor but she feels safer because when she calls them they come. She doesn't have to wait half an hour to forty five minutes because of her address. Where is all this overtime going? In regard to Code Compliance she said that they are in cahoots with the landlords and they are allowed to get away with this stuff. A few months ago she was looking into purchasing her first home and the only reason why she couldn't is because she couldn't afford the taxes. We talk about how we need the police and the firefighters but we also need affordable housing for everybody.

Carla Johnson, 93 Ann Street said that said she is from New York City and she came here to purchase a home but there are a lot of questions that she doesn't understand. Steve Hunter's office is supposed to provide rental licenses and she went to two buildings that were condemned with rat infestations. She gave the Landlord \$2000.00 to move in and after one week there were mice all over. She went to the Codes Office and found out that the building was condemned so how was she able to get a lease to that apartment? She feels that Steve Hunter needs to step down because you should not be able to get a rental license if you have prior violations. All of these Landlords have violations but they still collect money from tenants which is not fair. This is her second apartment that was

condemned and she wants to buy her first home but the taxes are crazy so she's renting but has to live like a savage with shootings going on outside.

Gabriel Berlin, Clinton Street said that what we are hearing tonight are the heartfelt experiences of the people of Newburgh sharing their stories and making their voices heard. The people are struggling as we need jobs, affordable health care, water we can drink and good affordable housing. Newburgh faces an incredible opportunity because we can see the greatness that Newburgh has now and more greatness is coming but we have to define for ourselves what this greatness looks like. Who is included, who is involved, who lives here and who can afford to stay here? We have to seize our own future with good City leadership, good community participation and respect for the diversity of Newburgh that exists now. People who were here their whole life, people who immigrated here, people who moved here and people who are coming in the future. This means fighting for everyone's rights so remember the stories you are hearing today. The people are telling you of their struggles to find decent housing and these are hardworking people with families who come home from a long day and just want a safe place to live but they don't have that. There is mold in the bathroom and rodents in the kitchen, no heat in the winter, broken windows and holes in the floor. What kind of way is that to live? In this great City we have people today living in uninhabitable apartments. We have debates about housing developments and people have said that Newburgh has enough housing already so he joined Community Voices Heard because he wanted to hear what the people had to say because their voices were not being heard. His challenge to the leadership of the City is to lead us into Newburgh's future so that no one has to live in condemned buildings and do everything in your power to end these housing injustices. It's a shame that people have to come here to tell their life stories in order to be heard. Why are they not being heard? Why do they have to live in these buildings and why are the Landlords getting away with it? Housing for all and justice for all.

Verne Bell, Town of Newburgh said that the last speaker said it all but sooner or later there is going to be a new person in charge of code management. It just has to be done properly and the only way to have good code management is if we have up to code housing for all.

Lillie Howard, City of Newburgh said she is a member of the Police Community Relations Review Board and she cannot understand how the Justice Department came into our city and she was not aware of it. She accidentally found out about it so she contacted Michelle Kelson and she said she didn't know and she asked some Council members but they didn't know either. All of the things we see going on in the Nation regarding police and we are trying to get things in place for a safe community yet when something as significant and as important as the Justice Department coming to the City of Newburgh we are not made aware of. She congratulated Mayor Harvey and told him that he is the first African American male to sit in that seat. She told the whole Council that we have to do something in this city because if we don't then Newburgh will explode. We have to make Newburgh the city it can become but it will not happen when we have situations like this. She added that a study was done of the Newburgh Police Department which cost thousands of dollars back in 2007 and they gave their results to the Police Department but they still have not seriously looked into that study. We have a serious problem here so we have to start addressing these issues.

Stuart Sachs, 28 Lander Street acknowledged our Mayor, Assemblyman and a Police Officer who passed recently and said it is a deep loss for our community. He congratulated

our new Mayor and Council Member and said he looks forward to working with them. Councilwoman Sofokles and the City Manager mentioned a month or so ago that when our firefighters respond to complicated fires in the Towns involving chemical spills we need to bill these other communities. Whether it is the County or the surrounding communities we have the resources and the good training so they need to pay for that because we can't afford to. In regard to the Newburgh Arts and Culture Commission, he pointed out that the percent for arts element that is in the law is an economic driver. Public art is an economic driver and he did a presentation to the City Council back in 2005 that he could update showing that the return on investment for public art is ten to one in terms of putting money back into the community. Cultural tourists spend money at restaurants, Hotels and stores and they are the biggest boost to a community. Percent for the arts particularly is an incredibly powerful economic driver and it is not a tax on development. It incorporates art into the development. The Courthouse is an example of that as it didn't add to the cost of construction but it enhanced the construction by involving the art of a local artist.

Joshua Brown, Heights, said he endorsed Councilman Grice and worked with him on his Campaign so he spent time with him and his family. To the people who do not know him he said we have an amazing Councilman on the Council now. He is all ears, willing to listen, a sincere and honorable man, a great father and a great leader for our young men which is a great asset to our City. On affordable housing he believes there is a need for it here. There are some projects that cause more trouble than others but in general he believes that we need to do what we can to make sure that all of our citizens have a clean and safe space to live. He is very much in support of creating some sort of tenants group because there is no consolidated voice for tenants here. He will be working to help them organize because many tenants feel like they are not being heard and their stories need to be told. We have a Landlord Association so we need equal representation for tenants.

Arreda Cotten, 25 Palantine Avenue acknowledged the passing of Mayor Kennedy and Assemblyman Skartados and offered her condolences to their families and congratulated Mayor Harvey and Councilman Grice. She is happy to see that the City has a Vision Planning Session coming up this Thursday which she plans to attend as she is trying to do more in the City of Newburgh where she was born and raised. She read a passage from Principal of Urban Quality of Life for Neighborhoods. *"Urban quality of life is not a simple term that has a clear or an agreed definition but is a complex concept which might be defined by various disciplines. The term urban quality of life is not used to describe some physical features but to describe all the relationships, the dynamics, and the reticular relationship that exist between those physical features. Thus, the definition of urban quality of life is network and complex rather than linear and very elementary. Accordingly, for defining this multi-disciplinary concept the author will try to decompose it into more precise terms and find the relationship between those terms"*. She agrees with justice for tenants and that we have to help the City residents who live here and are professionals but still can't afford to live here. We talk about incentives and the firemen purchasing homes here so why not give some of those homes to them to live in? Why don't we have firemen and policemen that live here in the City of Newburgh? These are our homes and we are selling them to people from New York City so what are we doing? Our tenants need quality of living and we have to work together.

Angela Shapiro, Shapiros Furniture Barn in Newburgh said that these are not just

firemen. Nicholas Bedetti, Joe Bedetti and their father, Barney Bedetti was a City of Newburgh Firefighter. Mike Keirnan went into Verla and still bears the scars from that fire so when we go through the Budget we also have to look at the fact that they are not just firemen and they are cut from a different cloth. They have a due diligence and a service to our community and maybe they don't live in the City but they are still committed to this. She agrees with Councilwoman Sofokles that we can find it in the Budget and about Orange County because why are we responsible when our trained firefighters respond. People said that Newburgh is a dumping ground but you have to say, *"No more, this is your City"*. Remember when you vote tonight that they are not just firemen because they are so much more. She added that she saw the NFA Track post where they are running the fastest in the State but who is going to be the next Elzie Coleman who was Olympic bound when he was shot by gunfire. Someone spoke at Judy Kennedy's Memorial and said that Newburgh is a dream but it has also been a nightmare for so many. If we can become self-sustaining within our community and we take care of one another; maybe we won't keep repeating the cycles.

Brenda McPhail, Varick Homes, congratulated Councilman Grice. In regard to affordable housing, she noted that Varick Homes has been sold. We talk about affordable housing but let's talk about what we have that we need to fix up. Look at the Mullins, Kenney Apartments, Belvedere that used to be called the Projects, Burton Towers and Lake Street with all this mess going on. She told the Council that they need to get it together. People put you into position to do a job and you need to do it but we know that you can't do everything just do the best that you can. We talk about the Police department but let's talk about that building down there that is full of asbestos and people are getting sick so it's a mess down there. This building here is full of asbestos and we wonder why we are sick. She told them that if they don't do what's right then they are going to sleep.

Matthew Gayton, 23 Gardner Street said he is one of the firemen getting laid off. In 2015 he took a seasonal job at the Rec as a Laborer for Derek and at the end of that time he was hired by Mr. Garrison on the Community Development Building Grant to do property maintenance. During that time he actually bought one of those properties from the City and then took the Firefighter test and got hired. For five years he can't sell that home and without this job he doesn't know how he is going to make that five year commitment to keep this house. He is begging the Council to please find a way for him and all of this brothers. When the City Manager did his report the night that Chief Solomon was sworn in he said it is more important to keep this City safe than eat and he is asking him to do both.

Angelo, 111 Broadway, Cornerstone said he is one of the fortunate and grateful people to have affordable housing. A friend living down the street had his apartment inspected and every year his room passed inspection but when he started having trouble with the Landlord it was all of a sudden uninhabitable by Code Compliance. Another person moved into an apartment with open violations and they found out the owner was in foreclosure but yet he was able to rent this apartment. Had we known that he was going to lose the building we wouldn't have moved there. If these buildings get inspected, how do they fall through the cracks? He came here to get sober and one day at a time he has been able to do that and Newburgh is a wonderful place. He would love to be able to buy property here so maybe some tax incentives would help people to move here and stay here.

Evelyn Lindsey, Lake Drive said she is a recent Doctorial Graduate and she is an advocate for children. She put children ahead of her life and her daughter who went to school here in Newburgh spent ten years in Europe as an Opera Singer. There are good things that can happen to the children here in Newburgh but we have to get behind them and support them because there is talent here on Dubois Street. She would like to get information to help the children on Dubois Street attend some of the Camps that would be available and affordable because they are our future. Unless we pull our children up culturally, economically and education wise then all of what we are doing will be for naught. She challenged the Council to put the children in the forefront so that Newburgh can really thrive. She is interested in helping the children not only on Dubois Street but in the whole City of Newburgh.

Tom Roberts, 3 Central Avenue asked what does it cost every time a fire truck goes out. How many fire alarms are real fires? These firefighters do a great job and they are professionals so when they have to go outside of Newburgh the City should be reimbursed because we need that revenue to help pay their salaries. Why can't we train people who want to live and work in Newburgh and make a decent salary? How long does it take to be a firefighter? How can we do this if we don't get tax ratables? Why does Mt. St. Mary have so many fire alarms? Are there are any penalties for this? Do they get fined? He hopes we can find the money to keep these professionals going because they are great.

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

Mayor Harvey said there were many questions about code enforcement and the lack thereof so he asked Acting Chief Ahlers to speak about codes, code enforcement and where we are with code enforcement because he is hearing from the public and some of our city workers that code enforcement is not happening.

Acting Chief Ahlers said he would need specifics. He wrote down the complaints for tonight and he will follow up on it.

Mayor Harvey asked if code enforcement is taking place and are Code Enforcement Officers inspecting for violations within our City. Yes or no.

Chief Ahlers responded, "Yes".

Mayor Harvey said he has been told that because there is contract negotiations with the Union, the City Government and the Fire Department and they have not gotten a contract yet that no code enforcement is taking place. That's what he is being told by the public and city officials.

City Manager, Michael Ciaravino said to clarify that there is a difference between Code Enforcement and Fire Prevention Officers. In regard to Fire Prevention Officers, it is true that since January 1st of this year the Fire Prevention Officers have been brought back to the line and that's in direct response to lack of a collective bargaining agreement. Our Code Enforcement Officers are members of the CSEA Union and they have been working

and enforcing the Code.

Councilwoman Monteverde asked him to explain the difference between Fire Prevention and Codes.

City Manager, Michael Ciaravino said with regard to tenant inspections there are two types of inspections. The general common area is performed by Fire Prevention and Code Enforcement teams but when you get into the interior inspections of each of the apartments that is done primarily by the Fire Prevention teams. Since about a year ago both Fire Prevention and Code Enforcement have been working together jointly on all of the rental registries in the City of Newburgh. Chief Ahlers can explain what Fire Prevention does that differentiates from Code Enforcement with respect to the other work.

Chief Ahlers said that the Fire Department used to be only responsible for commercial and high-rise inspections. Part of what we did with the Grant was to increase the Fire Prevention from two people to six which gave us a presence after business hours. Part of what they were doing in addition to the high-rise and commercial inspections they were looking after hours for work that was taking place without permits and they are trained to enforce all New York State building laws. For the rentals Code Enforcement Officers inspected all addresses with less than nine rental units and Fire Prevention inspected all addresses with more than ten rental units. He added that both Fire and Codes inspect the vacant properties.

Councilman Grice said when he looks at justice for tenants, Steve Hunter should be put on immediate suspension with a full investigation. His thought is that when he is saying that it is being enforced there should be no problem with a full investigation so how soon can that be done?

City Manager, Michael Ciaravino said all they need are the addresses and contact information and we will look into this tomorrow morning. He will work with Chief Ahlers and interview Mr. Hunter so it won't take long.

Councilwoman Sofokles said that she noticed on our list of City owned property sales that 58 Williamsburgh Drive was sold in October of 2016 and according to her calculations the eighteen months are now up so doesn't the property revert back to the City if it is not fixed up to code? She suggested strongly that we look at that property tomorrow. It confuses her that it says "*tenant occupied under renovation*" so there wasn't even a Certificate of Occupancy for her to be in there. She strongly recommends that we take that property back.

Mayor Harvey said he agrees with Councilwoman Sofokles and we also need to be aware because Mrs. Anderson expressed concern of having no place to go. We need to get her into City Hall and talk to Mesh Realty so see if any apartments are available that we own to help her transition.

Michelle Kelson, Corporation Counsel noted that we only have two properties left and are coming to the Council at the next Work Session to talk about winding up the Mesh Contract because our inventory is not as large as it used to be.

Mayor Harvey said we have to figure something out because she clearly expressed that she

needs a place to transition to.

Councilman Jacobson said that even if we take it back the Landlord is still responsible for the code violations that occurred during ownership.

Michelle Kelson, Corporation Counsel said she would like to clarify that it is not an automatic reversion as there is a legal procedure that has to take place.

Councilwoman Rayford said we need to know the legality of the investigation and how to proceed. We are the elected officials and we need to hear from you to get things straightened out. You have to communicate with us so we can help you.

Mayor Harvey said to Chief Ahlers that his question was about code enforcement and now he is more aware of the difference between what Code Enforcement Officers responsibilities are versus the Fire Prevention Officers that do inspections as well. He asked for a clarification of the Fire Prevention Officers being brought back to the line.

Chief Ahlers said that at the end of the Contract if it has gone unsettled there was a sunset clause in it which was for December 31st. Being the Contract was unsettled they were pulled out from doing those extra inspections. The other part was because we had a lot of people out from injuries so they were used to cover the shifts and cut overtime.

Councilwoman Mejia said this speaks to how and why we need to have adequate staffing in the Fire Department and it is a little disheartening to be at this stage where we are not doing some of the code enforcement because of a contractual sunset clause. In the spirit of family, brotherhood, sisterhood and community hood she thinks that is something we should be able to talk about. Around 57 and 58 Williamsburgh Drive, thanks to Deirdre and her Department we have a better grasp on properties sold by the City. This one said it was tenant occupied back in 2016 when we sold it and one of the things we tried was the whole renter to owner process so that individuals who were in a city owned building the offer was made to see if they were interested and able to buy that property. As we dig deeper into this particular example, she wants to know if she was ever asked. Was she given access to the resources of the programs that we have?

COMMENTS FROM THE COUNCIL REGARDING THE AGENDA

Councilman Grice said he grew up on Lander Street and he knows how those buildings are so he understands that situation. On Williamsburgh Drive he tried to secure a Grant for a Park but was unsuccessful. He feels the pain that those residents are going through so whatever he can do to support all of our tenants he will do. He would like to know from our Police Chief what our exact wait time is when residents call especially in certain neighborhoods. How long before police respond? Why was the Justice Department here and why didn't anyone know? Are you aware of the 2007 Study and their recommendations? He understands that the Chief is new to that position and has to catch up but he would like to see that report to discuss where we are and where we need to be. He thanked Mayor Harvey and commended him for bringing up the Arts Commission at the Work Session as he is very much in support of that.

Councilman Jacobson said that code enforcement has always been something that's talked about and we have to follow up with what's going on. Tenants also have to know their rights.

Councilwoman Mejia said in regard to resolution #96-2018 for the Safer Grant update that reflecting on the numbers and what she feels she can comfortably support for the next four years would be keeping three and applying for nine. In regard to resolution #105-2018, she wants to make sure that someone reached out to the Newburgh Illuminated Committee because we don't have the authority to just change the name.

Councilwoman Monteverde said there were some very good comments tonight. Mt. St. Mary's was mentioned and she would like information on that so maybe at the next Work Session we can get some reports on call times per week or month and how many are actual fires. How many times do we actually go outside of the City of Newburgh? Can we actually talk about billing the towns for providing services? It is great that the community development and small business opportunities are coming up and the Workshop starts tomorrow. She reminded everyone that the Visioning Workshop is coming up on Thursday and it will be a good time to be part of this and have a voice so come out and get involved. She would also like to hear at the next Work Session an update on where we are with the water situation. The City Manager mentioned that we just had an inspection and Washington Lake is in good shape so she wants to know what's going on with the Catskill Aqueduct. Everyone talked about Codes tonight and it looks like a lot of work still has to be done but when walking around the City these days she sees a lot of improvements. Lander Street is coming back and RUPCO has bought several properties so you have to take a walk to see them on South Miller Street, Johnston Street, First Street and Dubois Street. They are moving into other areas of the City and they will be renovating buildings that would probably have to come down if they didn't fix them. That will be beautiful, affordable housing so we just need to be a little more patient. She would like to see some of our abandoned buildings be turned in affordable housing as someone mentioned at one of our prior meetings.

Councilwoman Rayford commented on what the City Manager said when he heard if we could shut down the City for the Memorial of our beloved Mayor, Judy Kennedy and Assemblyman Frank Skartados Funeral and celebration of their lives. He said it seemed to him that it could be a theft of time.

City Manager, Michael Ciaravino said that was a legal opinion.

Councilwoman Rayford said she felt disrespected because when she said to cancel things he could have moved the dates to April 27th for the Work Session and then April 30th for the Council meeting. *"That was like a slap in my face but what I feel was a punch in my face was when you called me Sunday morning and said, Councilwoman Rayford this is your happy day. Our Mayor Kennedy passed away."*

City Manager, Michael Ciaravino said he never said that and that is not true. *"I would never say something like that"*.

Councilwoman Rayford said it is true and enough is enough. With Code Enforcement in

the City of Newburgh for our residents we have to make sure our department heads are being held accountable. Nobody should have to live like that with rat and roach infestations and asbestos so she asked if the Council can receive a list of the condemned buildings. She received an e-mail regarding litigation with the Housing Authority so she passed it over to Mayor Harvey to look into. Information that she receives she gives to the public and a lot of questions she asks are harsh but they are not to bring confrontation they are to bring awareness. She loves Newburgh and she has lived here all her life with six generations of family here. Hearing that there is slow response from the Police Department when they hear gunshots as she has lost a lot of family members so enough is enough. It is about all of us and we should all be treated fairly and equally no matter who we are and what our economic situations are. If Newburgh wants to continue to go forward, we have to put those biases aside and if you are a Department Head, you should live in the city of Newburgh. If there are any city workers who feel they are being bullied or threatened by their Department Head or the City Manager they should come speak to one of the Council members. We are here to advocate for you and we need to know what is going on because enough is enough.

Councilwoman Sofokles said her vote is to keep three and nine for the Grant. Mayor Kennedy's final wish was for people to donate to Habitat or ShotSpotter for the Police Department which is how the Police Department is able to respond to shots fired. She also asked for donations to go to the Newburgh Ministries. Those were her final wishes to donated to certain organizations.

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

CITY MANAGER'S REPORT

Resolution No. 95 - 2018 - Proposal with M.G. McLaren for Engineering Services Public Safety Building

Councilwoman Sofokles moved and Councilman Grice seconded.

Ayes: Grice, Jacobson, Mejia, Monteverde, Rayford, Sofokles, Harvey - 7

Adopted

Resolution No. 96 - 2018 - SAFER - Grant Update

Michelle Kelson, Corporation Counsel said she doesn't know how many firefighters we are applying for.

Mayor Harvey said we can go into discussion to fill in those blanks.

Councilman Jacobson said we have heard the different ideas and we have talked amongst ourselves so from this side of the table we are all thinking three and nine so we can vote for that and have the figures put in later.

Mayor Harvey said that once the resolution is read we will have discussion and then go from there.

Councilman Jacobson said we can't vote on it because there are too many blanks. He

would like to amend it and say that we are going to have the three and nine proposal.

Mayor Harvey said he is just trying to get a consensus and give everyone an opportunity to see if they agree.

Councilwoman Sofokles said to keep three with nine for the SAFER Grant. Three and nine.

Councilman Jacobson said he agrees. Three from our money and nine from the SAFER Grant.

Councilwoman Monterverde said she is voting the same because it seems to make sense.

Councilwoman Mejia said she is also voting three and nine.

Mayor Harvey said he is going to go three and nine as well.

Councilman Grice said as a Grant writer and considering some other things he is also going to vote three and nine.

Councilwoman Rayford said likewise for three and nine.

Mayor Harvey said we can fill in the blanks.

Michelle Kelson, Corporation Counsel said the application will be for a Grant in an amount not to exceed \$1,376,645.00 to provide funding to hire nine firefighters with a twenty-five percent match in the first two years and sixty-five percent match in the third year. Three existing positions that were subject to layoff as of July 31st would be retained in the remaining part of the 2018 Budget from August 1st to December 31st.

Councilwoman Mejia added for the people that didn't have the numbers in front of them it is the most fiscally responsible proposal that we can all support that speaks to the commitment the entire Council has for the Fire Department as well as acknowledges the tax base restraints that we presently have. She wants everyone to be able to understand that concept. They all agree that we need to keep twelve so how can we make the most competitive narrative back to the Federal Government about our present financial situation and the commitment that we have. As it was said in a comment made by Ms. Shapiro, they are not just firefighters as they are part of the fabric of the community.

Mayor Harvey asked Ms. Kelson to clarify that with the three being added into our 2018 Budget is there a time period from when this Grant expires and the next awarded Grant so what happens in that transition.

Michelle Kelson, Corporation Counsel said if the decision of the Council is to retain three then it will be up to the Comptroller to work with the Council between now and July 31st to make sure that if there is an amendment required to the 2018 Budget to keep those three positions, we would do that before the current SAFER Grant expires on July 31st. That leaves nine positions where the encumbrance could be subject to layoff absent a Grant Award. One thing she needs to make sure they all completely understand is that this Grant

is for new hires only. It is not a retention Grant. The awards are scheduled to be issued sometime in July on a rolling basis and if the City is selected for an award before July 31, 2018 then no layoffs will have occurred and we will not be able to accept that award because we wouldn't be hiring new firefighters. The timing of the award is going to be critical as to whether we can come back and have the Council pass a resolution to accept an award if it's given to the City of Newburgh. If the City's Grant application is approved by FEMA and an award is issued on August 1st or later, then we would be able to accept that grant award and the total staffing for the department would be set as of the date that award letter is issued to the City. That would be the number of firefighter positions that would have to be maintained through the Grant period which is three years plus the analysis that the Comptroller has set forth since the Grant period ends in the middle of one of the City's fiscal years. The intent is to budget accordingly so that all of the firefighter positions that we are required to maintain would be carried through to the end of the City's fiscal year when that Grant expires. Hopefully by then we will have found a sustainable way to maintain the staffing level of the Fire Department without additional Grant assistance.

Councilman Jacobson asked if we need to change the wording for tonight. Would that make it easier?

Ms. Kelson said the resolution is for what you are going to apply for. Everybody is in a consensus that you are going to apply to fund nine positions. Of the twelve that are in jeopardy right now three are going to be absorbed into the Budget and the way the adopted Personnel Book for 2018 is set up it is "x" number of firefighter positions with twelve scheduled to end on July 31st. With their decision tonight the next step in the process will be to amend the Personnel Book to fund those three firefighter positions through the end of 2018. So those three plus the nine would give you the twelve that you are looking for.

Councilwoman Mejia added that for the new hires that she just mentioned it would be better if we got the letter after July.

Ms. Kelson said that this particular version of the SAFER Grant does not have an eligibility retention activity for paid fire departments. There is a retention activity for volunteer fire departments but not paid fire departments. They have to be new firefighters which means they can't be on our payroll on the date that the award is issued to the City. That's the way we have all been reading the notice of financing opportunity that the Department of Homeland Security has put out.

Councilwoman Mejia asked if we keep a running list of those people.

Ms. Kelson said yes the layoff is based on seniority and that comes from the Civil Service Department so unfortunately the last hired is the first to suffer from the reduction of the force and we have that information.

Councilman Grice said for the ones that would be laid off how long would that be? A month?

Ms. Kelson said it's hard to know exactly but the layoff would commence on at least August 1st and the award letters are a rolling process with the awards scheduled to begin

sometime in July and go through September. The way she understands the scoring is that the applications are scored and then they make the awards from that basis so there is a little bit of uncertainty based on the timing of the award and how this Grant was established.

City Manager, Michael Ciaravino said if it's awarded in July then we have a problem so it has to be in August.

Councilwoman Monteverde moved and Councilwoman Sofokles seconded.
Ayes: Grice, Jacobson, Mejia, Monteverde, Rayford, Sofokles, Harvey - 7
Adopted

Resolution No. 97 - 2018 - Purchase of 48 Larter Avenue

Councilwoman Mejia moved and Councilwoman Sofokles seconded.
Ayes: Grice, Jacobson, Mejia, Monteverde, Rayford, Sofokles, Harvey - 7
Adopted

Resolution No. 98 - 2018 Purchase of 47 Lander Street

Councilwoman Monteverde moved and Councilwoman Sofokles seconded.
Ayes: Grice, Jacobson, Mejia, Monteverde, Rayford, Sofokles, Harvey - 7
Adopted

Resolution No. 99 - 2018 Extension of Time to Close Title on 233 First Street

Councilwoman Sofokles moved and Councilman Grice seconded.
Ayes: Grice, Jacobson, Mejia, Monteverde, Rayford, Sofokles, Harvey - 7
Adopted

Resolution No. 100 - 2018 Climate Smart Communities Pledge

Councilwoman Rayford asked for an update on this.

Michelle Kelson, Corporation Counsel said this came to us from the Grant Consultant and there are a series of steps that communities can voluntarily take to reduce their carbon footprint and make smart choices about energy efficiency. Once we take that pledge the City then becomes eligible to apply for other grant opportunities that we wouldn't otherwise be able to and then we can try to implement these pieces of the pledge at our own pace.

Councilwoman Sofokles moved and Councilwoman Mejia seconded.
Ayes: Grice, Jacobson, Mejia, Monteverde, Rayford, Sofokles, Harvey - 7
Adopted

Resolution No. 101 - 2018 Satisfaction of Mortgage -- 241 Powell Avenue

Councilwoman Sofokles moved and Councilman Jacobson seconded.
Ayes: Grice, Jacobson, Mejia, Monteverde, Rayford, Sofokles, Harvey - 7
Adopted

Resolution No. 102 - 2018 Extension of Contract with the Newburgh Ministry to Operate an Emergency Shelter at 104 S. Lander Street

Mayor Harvey said he was able to speak with the person who runs the Newburgh Ministry and he gave him some wonderful information as to how this Warming Center serviced the homeless in our community. We had an extended cold season and this was needed and necessary so he is happy to support this and moving forward we need to look for more solutions on how to service our homeless during the cold months.

Councilwoman Mejia moved and Councilman Grice seconded.

Ayes: Grice, Jacobson, Mejia, Monteverde, Rayford, Sofokles, Harvey - 7

Adopted

Resolution No. 103 - 2018 Co-sponsor SBA workshops

Councilwoman Rayford asked what part the City will play as a co-sponsor.

Michelle Kelson, Corporation Counsel said it is at no cost to the City. The Small Business Administration just needs to know that they have the cooperation of the City to support the activity and assist in the planning which our Community Development Director has been doing as well as to promote the Event and help facilitate the location. No money is being exchanged and these are things we would do anyway so she thought the better part of discretion was for the Council to have the ability to formally approve the agreement.

Councilwoman Rayford asked about facilitating the location. Tomorrow's meeting is 6:00 at the Library so is this where they will have their meetings?

Ms. Kelson said that right now she thinks they are planning to do more workshops at the Library but if there are other locations, it is her understanding that if they are suggested to Ms. Fillo she can communicate that back to the Small Business Administration and perhaps they would be amenable to use other locations in the City. The Library is where the first one will definitely be.

Councilman Grice asked if this will be for them to establish a foothold and maybe get their own building here.

City Manager, Michael Ciaravino said we can only hope. We believe that their presence here would be a nice asset for the community and this is to see what the community's interest is. This is a chance to show that there is support for this programming.

Councilwoman Rayford asked if they are a part of or separate from the Chamber of Commerce.

Ms. Kelson said this is a Federal Agency and the US Chambers of Commerce is a private organization which is not affiliated with any level of government.

Councilman Jacobson moved and Councilwoman Sofokles seconded.

Ayes: Grice, Jacobson, Mejia, Monteverde, Rayford, Sofokles, Harvey - 7
Adopted

Resolution No. 104 - 2018 Execute a Payment of Claim

Councilwoman Sofokles moved and Councilman Grice seconded.
Ayes: Grice, Jacobson, Mejia, Monteverde, Rayford, Sofokles, Harvey - 7
Adopted

Resolution No. 105 - 2018 Rename Illuminated Festival

Michelle Kelson, Corporation Counsel said that she received an e-mail during the meeting tonight which was the first official communication she has received from anyone involved in organizing the Newburgh Illuminated Festival so there are some questions about the resolution and whether it's legal or appropriate. She believes that it was offered with the best of intentions but she doesn't think that Mayor Kennedy would have wanted it to evolve into an argument. Her recommendation is to table the resolution for tonight and then have some discussion with the organizers so maybe we can find a way to honor Mayor Kennedy during the Festival that everybody can agree on. She knows this was offered with the best of intentions but she doesn't think it would be productive to debate it now.

Councilman Jacobson said he is opposed to tabling this resolution as he thinks we could name it after Mayor Kennedy. If there are groups that are raising money and they want another name for the organization it has nothing to do with what the City of Newburgh wants to call it.

Councilwoman Monteverde said she understands why Councilman Jacobson moved to name it after Mayor Kennedy because it was one of her initiatives and one of the last ones to come true. She thinks we need to involve the people and the Chair who organizes it and asked Corporation Counsel if we sponsor it.

Michelle Kelson, Corporation Counsel said that when the Festival was originally proposed it had not necessarily been incorporated as a 501c3. The City was asked not only to co-sponsor in the form of offering insurance coverage for the Event but to also be the fiscal agent for the financial services required to put on the Event. The City was much more intimately involved in the Event during the first year and after that the people who organized it asked the community foundation of Orange and Sullivan County to become their fiscal agent. The donations and money they receive and bills they have to pay are actually managed through the community foundation and the City participates by putting up the insurance coverage. We then manage the Event like any other large Event in the City of Newburgh so it's not quite the same as the International Festival where there would be no dispute that's a city event. She thinks this is a wonderful suggestion to honor Mayor Kennedy but there is still time to come to some sort of common ground. This may be how it actually turns out but she thinks there should be a face to face discussion rather the exchange of e-mails.

Councilwoman Sofokles said that the Newburgh Illuminated is not a 501c3.

Ms. Kelson said that apparently there is a 501c3 that has been set up for their operations but to Councilman Jacobson's point, the fact that there is a 501c3 out there she doesn't think the proposal was to rename the 501c3 organization but to somehow honor Mayor

Kennedy in the promotion of the activity. There may be a way to do it that doesn't put anybody's nose out of joint and she believes that a face to face conversation is really a good idea. She doesn't want to be the one to ruffle anybody's feathers so she would like to see if we can come to some sort of common ground.

Councilman Jacobson said that the expenses aren't paid totally by them as the City contributes.

Ms. Kelson said the City contributes the insurance. We don't pay for any of the bands that come in and the City doesn't handle any of the money first hand. We are liable if someone were to make a claim because we are putting up the liability insurance.

Councilman Jacobson asked about overtime.

City Manager, Michael Ciaravino agreed that there is overtime involved.

Ms. Kelson said we manage it like any other large Event that would require City services.

Councilman Grive moved and Councilwoman Mejia seconded that the resolution be tabled.

Ayes: Grice, Mejia, Monteverde, Rayford, Sofokles, Harvey - 6

Nays: Jacobson - 1

TABLED

NEW BUSINESS

Michelle Kelson, Corporation Counsel said that new business is something that traditionally has been for something that you want to add to the Agenda. You don't generally add things to the Agenda the same night that the meeting is held so we generally don't have a lot of new business to discuss.

Councilman Jacobson said he brought it up at the Work Session about dividing this additional sales tax money into two funds so we can vote on it at the next meeting and he will give a proposed resolution.

Katie Mack, City Comptroller said she reached out to the State Comptroller's Office and if there is a consensus it would take an act of legislation to commit the funds into certain reserve lines and the funds can only be used for those lines so they are not moved into a trust account. They are in our fund balance but in a place called "*Committed*". She doesn't know the split and the consensus on that split.

Michelle Kelson, Corporation Counsel said she can work with Katie based on the State Comptroller's guidelines to set up what that resolution would look like.

Councilman Jacobson said he realizes it might just be a paper account but if it is the consensus of the Council to do it that way then we should do it that way.

Ms. Kelson said he can make the proposal about how he thinks the financials should be split and we can developed the resolution based on that proposal so they can then discuss it

at the next Work Session.

Councilwoman Rayford said she would like to see what a resolution would look like to close the liquor stores earlier.

Michelle Kelson, Corporation Counsel said we have had this conversation before. Anyone that has a liquor license issued by the State Liquor Authority that area of law is preempted by the State and the City is not permitted to legislate in that area. The City does have an Hours of Operation Ordinance and we can regulate those businesses that do not have liquor licenses.

Councilwoman Rayford asked how Poughkeepsie and Kingston have their liquor stores shut down at 7:00 p.m. or 9:00 p.m.

Ms. Kelson said to some extent they may have what is referred to as "*Blue Laws*". Before local laws were in existence prior to the State Liquor Authority enabling legislation then those municipalities may have been able to keep the regulations that they had but you cannot enact new ones that didn't exist prior.

Councilwoman Rayford asked if the municipalities can contact the State for some kind of amendment.

Ms. Kelson said that generally when there is preemption there is not really a lot of latitude given to the local municipalities. There is enforcement and reporting so when those licenses are up for renewal they are supposed to come to the municipality and we report back on the data that we have. If there are too many calls for service from Police, Fire and Codes we can make that data available and in some cases ask for a license to be revoked. The City has done that on a few occasions over the past several years where there have been problems. If you are aware of locations that need special attention, please let us know and we can go through the data and perhaps build a case for revocation.

Councilwoman Rayford said that people are traveling here from Kingston and Poughkeepsie to get their liquor. She is also learning that human trafficking is going on here in the City of Newburgh and females are being drugged.

Councilman Grice asked if the hours are being enforced.

City Manager, Michael Ciaravino said it is a priority of the Police Department and the State Liquor Authority recently did inspections here with a number of violations being written.

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

OLD BUSINESS

Mayor Harvey mentioned that there will be a Newburgh Youth Leadership Summit at Newburgh Free Academy, Main Campus on May 19th. There is going to be a live concert so he has flyers and the agenda for everyone to share and he will leave copies outside of the

Chambers.

Councilwoman Monteverde said they had about three hundred and fifty volunteers at the cleanup. This year they broke it down into Wards and George and his crew did a fantastic job as they filled up seven dumpsters. It was a great day.

Councilman Harvey added that we had a busy Saturday with the My Brother's Keeper launch at Newburgh Free Academy, Main Campus with several dignitaries from the New York State Education Department there as well as students with family and friends. It was a wonderful event and it was really successful. It's the beginning of some exciting new things that the City and the School District will be partnering with in regard to mentoring and getting our young men of color to engage in having role models in their lives to influence them in a positive way. He felt it was an overall exciting event and it's just the beginning because it was a launch. He also had the opportunity to attend the Black Vanilla Gala and it was really wonderful to see such a large diverse group of people in one place celebrating and fundraising for the Illuminated Festival. There were also a lot of people there from outside of the City that were there celebrating with us so he wanted to thank everyone who came out that was involved with that.

Michelle Kelson, Corporation Counsel said as a reminder that old business is for resolutions or items that were tabled at a previous meeting that have to come off the table.

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

FURTHER COMMENTS FROM THE COUNCIL

Councilman Grice thanked everyone and promised they will always get an honest and respectful answer from him. He is sincere and caring about our City and he doesn't hold a grudge for long.

Councilman Jacobson echoed Councilwoman Mejia's comments from earlier that we did the best we could for the firefighters by trying to keep them all and being mindful of the taxes. There are some things we have to follow through on concerning Code Enforcement and he thinks it was very helpful to have the list of properties that the City sold in the past six years. There are a lot of properties on that list that are vacant so they don't have a Certificate of Occupancy and that has to be followed up on. He thanked the public for staying tonight for this long meeting.

Councilwoman Mejia thanked everyone who came out tonight. She said it was refreshing to see the Board of Education do a budget presentation here as that is the first time that has taken place that she knows of. It is important to see those numbers because one of the things she has said before is that we have the struggles of the property taxes and the other side of the coin is the taxes that are paid to the School District. She reminded everyone that there will be a Newburgh School Board Candidate Forum on Thursday, May 3rd at 6:30 P.M. at the Ritz, 111 Broadway and she hopes everyone comes out to that. She thanked everyone for their input and is happy with the peaceful transition of power tonight. She hopes there is more of that sentiment in terms of having successful transitions during difficult times. For our Newburgh Fire Department there was a silence after we passed

that resolution because it isn't a win but it is a good faith effort from the Council and the reality of the struggle that we have around ratables and assuring quality services and housing to our residents and our visitors.

Councilwoman Monteverde agrees with Councilwoman Mejia on the School District presentation because in paying all of these taxes more goes to the school district so it's important to get out to vote and attend the forums. She is also happy that we made a smooth transition and she looks forward to working with our new Councilman Grice and Mayor Harvey as we have a lot of good work to do. She thanked Councilman Jacobson for asking the Planning Department to put a list together of the properties sold so we can now track them and it will be a useful tool.

Councilwoman Rayford thanked everyone who stayed tonight and she congratulated her colleagues, Mayor Harvey and Councilman Grice. She said to the entire team, *"This is a team for change. All of us that sit behind this desk, we are a team for change"* She said in regard to accountability and transparency that when we run for election we use those words and there will be no more hidden agendas. To move this City forward we have to be honest and true to ourselves and for us to be the change that we want to see it has to start with us. She announced that on May 4th at 1:00 p.m. a street will be named after Pastor Minnie B. Powell at the intersection of Grand Street and Catherine Street. Also the first Master Planning meeting will be on April 26th at the Library at 7:00 p.m.

Councilwoman Sofokles said that everything has already been said tonight. The Firemen seem to be a little let down and we want to support them so she really thinks that doing it this way is going to work. She welcomed Mayor Harvey and Councilman Grice and she agrees with Councilwoman Rayford that this is a Council for change.

Mayor Harvey thanked everyone and said this has been an amazing and historical evening for him. He will be working diligently to make a positive change and unify this City. He has his *"To Do"* list from Mayor Kennedy and has already come up with some ideas that he wants to share. We may not all agree or see eye to eye but hopefully we can disagree without being disagreeable and communicate effectively to make things happen. We can't move this City forward alone so with many hands, many minds and one goal we can do it and there is a renaissance happening in the City of Newburgh. If you went to the Black Vanilla event this past weekend, you saw that something special is happening with a rebirth here. The comments made regarding forming a committee for the tenants was very moving to him and he truly wants to get to the bottom of how and why people are living in unsafe and unsanitary conditions.

ADJOURNMENT

There being no further business to come before the Council the meeting adjourned at 11:45 p.m.

LORENE VITEK
CITY CLERK

RESOLUTION NO. 94 - 2018

OF

APRIL 23, 2018

**A RESOLUTION TO FILL A VACANCY IN THE OFFICE OF MAYOR
OF THE CITY OF NEWBURGH**

WHEREAS, the tragic and untimely death of Mayor Judith L. Kennedy has created a vacancy in the office of Mayor; and

WHEREAS, Section C3.22(A) of the City Charter states that "[a]ny vacancy in elective office occurring from any cause other than expiration of term shall be temporarily filled by appointment of Council"; and

WHEREAS, this Council finds that it is in the best interests of the City of Newburgh to appoint Torrance Harvey to the office of Mayor of the City of Newburgh;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Newburgh that Torrance Harvey is hereby appointed to the office of Mayor of the City of Newburgh until the first day of January next following the next general election.

RESOLUTION NO.: 95 - 2018

OF

APRIL 23, 2018

A RESOLUTION AUTHORIZING THE CITY MANAGER
TO ACCEPT A PROPOSAL AND EXECUTE AN AGREEMENT WITH
M.G. MCLAREN, P.C. FOR PROFESSIONAL ENGINEERING SERVICES RELATED TO
THE RECONSTRUCTION OF THE EXTERIOR EGRESS STAIRS
AT THE PUBLIC SAFETY BUILDING AT A COST OF \$15,375.00

WHEREAS, the City of Newburgh wishes to accept a proposal and execute an agreement with M.G. McLaren, P.C. for professional design and engineering services for the reconstruction of the exterior egress stairs at the north end of the Public Safety Building; and

WHEREAS, the services will include a site visit and evaluation, preparation of construction drawings and technical specifications, and construction administration services; and

WHEREAS, the cost for these services will be \$14,875.00 plus an additional \$500.00 for reimbursable expenses including but not limited to printing, courier, and travel costs not to exceed a total cost of \$15,375.00 for which funding shall be derived from H1.3399.0208.8101.2013 - Construction & Major alterations.2013 BAN; and

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

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to accept a proposal and execute an agreement with M.G. McLaren, P.C. for professional design and engineering services for the reconstruction of the exterior egress stairs at the north end of the Public Safety Building at a cost not to exceed \$15,375.00.

**M. G. McLAREN, P.C.**

100 Snake Hill Road
West Nyack, NY 10994
Phone (845) 353-6400
Fax (845) 353-6509

**LIMITED PROFESSIONAL SERVICES
STANDARD AGREEMENT**

Client:	City of Newburgh	Phone:	(845) 569-7448
	83 Broadway	Email:	jmorris@cityofnewburgh-ny.gov
	Newburgh, NY 12550	Project No:	141223 -- Phase 3 (Rev. 01)
Attn:	Jason Morris, P.E.	Date:	March 30, 2018
Project Name:	Newburgh Public Safety Building -- Exterior Stair Reconstruction		
Project Location:	Newburgh, NY		

Scope of Services: McLaren Engineering Group (McLaren) is submitting this proposal to provide structural engineering services at the Newburgh Public Safety Building. It is McLaren's understanding that the City of Newburgh would like to reconstruct the exterior egress stairs at the north end of the police station. From observations made during an initial site walkthrough, the exterior stair framing has undergone severe deterioration and the landing has been shored with timber members. The stairs are currently not in use by the public. Work at the above reference project shall include the following:

Task 1: Construction Documents

McLaren will make one (1) site visit to confirm condition of existing framing. We anticipate the existing landing and steel framing will require to be demolished and replaced with a new steel framed landing protected from the elements. Additionally, we anticipate repairs will be required at the adjacent concrete stairwell. McLaren will prepare construction drawings and technical specifications to clarify all aspects of the scope explained above. It is assumed the existing stair walls will be reused with only minor repairs to the brick.

Task 2: Construction Administration

McLaren will provide construction administration services during the construction phase of reconstruction work. Our scope of work for this phase is limited to review of shop drawings, responding to Requests for Information (RFI's), and submittals relating to the reconstruction of the exterior egress stairs. Additionally, we will include one (1) site visit during construction.

Information Required: It shall be incumbent upon the City of Newburgh to provide us with the following: (1) Building access, (2) Existing building drawings of the exterior north stairs, (3) Determination of building's landmark status, (4) Property survey to determine City of Newburgh property lines.

Exclusions: (1) Survey or removal of the project site for hazardous materials, testing, permits, or removal costs of any hazardous materials, including asbestos, (2) Attendance at public meetings that may be required, (3) Permitting, (4) Additional site visits/meetings requested by the City of Newburgh, (5) Changes or revisions beyond our control, such as changes or supplemental work as may be required by regulatory review agencies beyond that allowed by ordinance or regulations, or changes in basic project concept after design work has commenced, (6) Bid support, (7) City of Newburgh front end contractual specifications.

Compensation (exclusive of reimbursable expenses):

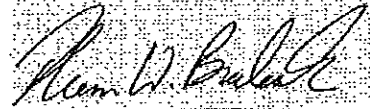
Task 1 -- Construction Documents (Lump Sum)	\$ 11,900
Task 2 -- Construction Administration (Lump Sum)	\$ 2,975
Total Fee	\$ 14,875

Hourly Rates:

Productive Principal	\$250/hr	Sr. Technical Designer II	\$140/hr	Sr. CAD Operator	\$130/hr
Sr. Associate/Assoc. Principal	\$245/hr	Sr. Technical Designer I	\$125/hr	CAD Operator	\$110/hr
Associate	\$215/hr	Technical Designer	\$100/hr	Jr. CAD Operator	\$ 75/hr
Principal Land Surveyor	\$175/hr	Staff Engineer II/III	\$125/hr	Sr. Technician	\$120/hr
Senior Engineer II/IV	\$180/hr	Staff Engineer I	\$115/hr	Jr. Technician	\$ 90/hr
Senior Engineer I/II	\$150/hr	Junior Engineer	\$100/hr	Intern	\$ 58/hr
Technical Design Mgr.	\$175/hr	Chief CAD Operator	\$150/hr	Technical Typist	\$ 85/hr

Reimbursable Expenses: Reimbursable expenses are reimbursed at 1.0 times our cost. They are in addition to the fee arrangement and will include, but not be limited to all printing, courier, and travel costs related to the project.

Offered by M.G. McLaren, P.C.
d/b/a McLaren Engineering Group



Printed Name: Thomas W. Broderick, P.E., LEED AP

Title: Division Chief Structures

Date: March 30, 2018

Accepted by: City of Newburgh

By:

Printed Name:

Title:

Date:

The terms and conditions attached are part of this Agreement.

GENERAL TERMS AND CONDITIONS

This proposal is subject to the terms and conditions below and shall remain valid only until April 30, 2018 unless it is accepted as a contract. Hourly rates defined on the reverse side of this proposal are subject to annual revision January 1st. The following General Terms and Conditions are applicable to Agreements between M.G. McLaren, P.C. d/b/a McLaren Engineering Group (McLaren) and the Owner, when attached to and made part of such Agreement or Proposals by reference.

1. **PAYMENT TERMS.** Owner agrees to pay McLaren's invoice, terms net thirty (30) days. Past due balances are subject to interest of 1.0 percent per month, or the maximum permitted by state law. McLaren, after giving seven (7) days written notice, may suspend services under the Agreement until all past due accounts, including applicable interest, have been paid.
2. **TERMINATION.** Either party may terminate this Agreement without cause upon ten (10)-calendar days written notice in the event of substantial failure by the other party to perform in accordance with the terms of this Agreement. Such termination shall not be effective if the substantial failure has been remedied before expiration of the period specified in the written notice. In the event of termination, McLaren shall be paid for services performed to the termination notice date, plus reasonable termination expenses and a termination fee of 10% of the total fee under this Agreement. This Agreement will terminate upon the insolvency of Owner.
3. **STANDARD OF CARE.** McLaren will exercise due and reasonable care in performing its services under this Agreement. No other warranty, express or implied, is made.
4. **INSURANCE.** McLaren represents that it now has in full effect and will maintain the following insurances for the duration of the project. McLaren will furnish to the Owner certificates of insurance upon request. Premiums for insurance coverage in excess of the following when requested by Owner will be invoiced to and paid by Owner.

Professional Liability Insurance (Errors & Omissions), with a limit of \$2,000,000 for each claim and \$2,000,000 in the aggregate.
Comprehensive General Liability - \$1,000,000 per occurrence, \$2,000,000 Aggregate Bodily Injury and Property Damage; Blanket Contractual All Operations Completed Operations; \$1,000,000 Personal Injury A.B.C., plus \$5,000,000 Excess Liability Umbrella;
Worker's Compensation/Coverage A - Statutory/Coverage B - \$1,000,000.

5. **SITE OPERATIONS.** Owner will arrange for right-of-entry to the property for the purpose of performing project management, studies, tests and evaluations pursuant to the agreed services. McLaren will take reasonable precautions to minimize damage to the property caused by its operations. Unless otherwise stated in McLaren's proposal, the Contract Sum does not include cost of restoration due to any related damage, which may result. If Owner requests McLaren to repair such damage, it will be done at an appropriate additional cost to be paid by Owner.
6. **UNFORESEEN CONDITIONS OR OCCURRENCES.** It is possible that unforeseen conditions or occurrences may be encountered at the site, which could substantially alter the necessary services, or the risks involved in completing McLaren's services. If this occurs, McLaren will promptly notify and consult with Owner, but will act based on McLaren's sole judgment where risk to McLaren's personnel is involved. Possible actions could include:
 - a. Complete the original Scope of Services in accordance with the procedures originally intended in this Agreement, if practicable in McLaren's judgment;
 - b. Agree with Owner to modify the Scope of Services and the estimate of charges to include study of the unforeseen conditions or occurrences, with such revision agreed to in writing;
 - c. Terminate the services effective on the date specified by McLaren in writing.
7. **DOCUMENTS.** All documents including paper documents and electronic files generated by McLaren under this Agreement shall remain the sole property of McLaren. Any unauthorized use or distribution of McLaren's work shall be at Owner's sole risk and without liability to McLaren.
8. **CONFIDENTIALITY.** McLaren will maintain as confidential any documents or information provided by Owner and will not release, distribute or publish same to any third party (other than subcontractors), without prior consent of Owner. This provision shall not apply to information in whatever form that comes into the public domain through no fault of McLaren, nor shall they be interpreted to in any way restrict McLaren from complying with a legally enforceable order to provide information or data.
9. **ASSIGNMENT.** This Agreement may not be assigned by Owner without the prior written permission of McLaren.
10. **LIMIT OF LIABILITY.** The Owner shall indemnify and hold harmless McLaren and all of its employees from any damage, liability or cost (including reasonable attorney's fees and cost of defense) arising from such performance for the services, provided that any such claims, damage, loss or expense is caused in whole or in part by the negligent act of omission, and/or strict liability of the Owner, anyone directly or indirectly employed by the Owner (except McLaren) or anyone for whose acts any of them may be liable. The Owner agrees to limit McLaren's liability and his or her consultants to the Owner and to all Construction Contractors and Subcontractors on the project, due to McLaren's negligent acts, errors, or omissions, such that the total aggregate liability of McLaren to all those named shall not exceed McLaren's total fee for services rendered on this project, including legal fees, or McLaren's total fee for services rendered on this project, whichever is greater. In the event the Owner consents to, allows, authorizes or approves of changes to any plans, specifications or other construction documents, and these changes are not approved in writing by McLaren, the Owner recognizes that such changes and the results thereof are not the responsibility of McLaren. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or McLaren. The Owner shall make no claim for professional negligence, either directly or in a third party claim, against McLaren unless the Owner has first provided McLaren with a written certification executed by an independent design professional. The Owner shall promptly report to McLaren any defects or suspected defects in McLaren's work or services of which the Owner becomes aware, so that McLaren may take measures to minimize the consequences of such a defect. Payments to McLaren shall not be withheld, postponed or made contingent on the construction, completion or success of the project or upon receipt by the Owner of offsetting reimbursement or credit from other parties causing Additional Services or expenses. No withholdings, deductions or offsets shall be made from McLaren's compensation for any reason unless McLaren has been found to be legally liable for such amounts.
11. **MEANS AND METHODS / SITE SAFETY** – McLaren shall not have control over, be in charge of or be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the construction of the work.



M. G. McLAREN, P.C.

100 Snake Hill Road
West Nyack, NY 10994
Phone (845) 353-6400
Fax (845) 353-6509

**LIMITED PROFESSIONAL SERVICES
STANDARD AGREEMENT**

Client:	City of Newburgh	Phone:	(845) 569-7448
	83 Broadway	Email:	jmorris@cityofnewburgh-ny.gov
	Newburgh, NY 12550	Project No:	141223 -- Phase 3 (Rev. 01)
Attn:	Jason Morris, P.E.	Date:	March 30, 2018
Project Name:	Newburgh Public Safety Building – Exterior Stair Reconstruction		
Project Location:	Newburgh, NY		

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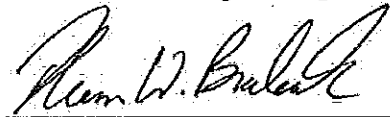
Task 1 -- Construction Documents (Lump Sum)	\$ 11,900
Task 2 -- Construction Administration (Lump Sum)	\$ 2,975
Total Fee	\$ 14,875

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Senior Engineer III/IV	\$180/hr	Staff Engineer I	\$115/hr	Jr. Technician	\$ 90/hr
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Offered by M.G. McLaren, P.C.
d/b/a McLaren Engineering Group



Printed Name: Thomas W. Broderick, P.E., LEED AP

Title: Division Chief Structures

Date: March 30, 2018

Accepted by: City of Newburgh
By:

Printed Name:

Title:

Date:

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4. **INSURANCE.** McLaren represents that it now has in full effect and will maintain the following insurances for the duration of the project. McLaren will furnish to the Owner certificates of insurance upon request. Premiums for insurance coverage in excess of the following when requested by Owner will be invoiced to and paid by Owner.

Professional Liability Insurance (Errors & Omissions), with a limit of \$2,000,000 for each claim and \$2,000,000 in the aggregate.
Comprehensive General Liability - \$1,000,000 per occurrence, \$2,000,000 Aggregate Bodily Injury and Property Damage; Blanket Contractual All Operations Completed Operations; \$1,000,000 Personal Injury A.B.C., plus \$5,000,000 Excess Liability Umbrella;
Worker's Compensation/Coverage A - Statutory/Coverage B - \$1,000,000.
5. **SITE OPERATIONS.** Owner will arrange for right-of-entry to the property for the purpose of performing project management, studies, tests and evaluations pursuant to the agreed services. McLaren will take reasonable precautions to minimize damage to the property caused by its operations. Unless otherwise stated in McLaren's proposal, the Contract Sum does not include cost of restoration due to any related damage, which may result. If Owner requests McLaren to repair such damage, it will be done at an appropriate additional cost to be paid by Owner.
6. **UNFORESEEN CONDITIONS OR OCCURRENCES.** It is possible that unforeseen conditions or occurrences may be encountered at the site, which could substantially alter the necessary services, or the risks involved in completing McLaren's services. If this occurs, McLaren will promptly notify and consult with Owner, but will act based on McLaren's sole judgment where risk to McLaren's personnel is involved. Possible actions could include:
 - a. Complete the original Scope of Services in accordance with the procedures originally intended in this Agreement, if practicable in McLaren's judgment;
 - b. Agree with Owner to modify the Scope of Services and the estimate of charges to include study of the unforeseen conditions or occurrences, with such revision agreed to in writing;
 - c. Terminate the services effective on the date specified by McLaren in writing.
7. **DOCUMENTS.** All documents including paper documents and electronic files generated by McLaren under this Agreement shall remain the sole property of McLaren. Any unauthorized use or distribution of McLaren's work shall be at Owner's sole risk and without liability to McLaren.
8. **CONFIDENTIALITY.** McLaren will maintain as confidential any documents or information provided by Owner and will not release, distribute or publish same to any third party (other than subcontractors), without prior consent of Owner. This provision shall not apply to information in whatever form that comes into the public domain through no fault of McLaren, nor shall they be interpreted to in any way restrict McLaren from complying with a legally enforceable order to provide information or data.
9. **ASSIGNMENT.** This Agreement may not be assigned by Owner without the prior written permission of McLaren.
10. **LIMIT OF LIABILITY.** The Owner shall indemnify and hold harmless McLaren and all of its employees from any damage, liability or cost (including reasonable attorney's fees and cost of defense) arising from such performance for the services, provided that any such claims, damage, loss or expense is caused in whole or in part by the negligent act of omission, and/or strict liability of the Owner, anyone directly or indirectly employed by the Owner (except McLaren) or anyone for whose acts any of them may be liable. The Owner agrees to limit McLaren's liability and his or her consultants to the Owner and to all Construction Contractors and Subcontractors on the project, due to McLaren's negligent acts, errors, or omissions, such that the total aggregate liability of McLaren to all those named shall not exceed McLaren's total fee for services rendered on this project, including legal fees, or McLaren's total fee for services rendered on this project, whichever is greater. In the event the Owner consents to, allows, authorizes or approves of changes to any plans, specifications or other construction documents, and these changes are not approved in writing by McLaren, the Owner recognizes that such changes and the results thereof are not the responsibility of McLaren. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or McLaren. The Owner shall make no claim for professional negligence, either directly or in a third party claim, against McLaren unless the Owner has first provided McLaren with a written certification executed by an independent design professional. The Owner shall promptly report to McLaren any defects or suspected defects in McLaren's work or services of which the Owner becomes aware, so that McLaren may take measures to minimize the consequences of such a defect. Payments to McLaren shall not be withheld, postponed or made contingent on the construction, completion or success of the project or upon receipt by the Owner of offsetting reimbursement or credit from other parties causing Additional Services or expenses. No withholdings, deductions or offsets shall be made from McLaren's compensation for any reason unless McLaren has been found to be legally liable for such amounts.
11. **MEANS AND METHODS / SITE SAFETY** – McLaren shall not have control over, be in charge of or be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the construction of the work.

RESOLUTION NO.: 96 - 2018

OF

APRIL 23, 2018

A RESOLUTION AMENDING RESOLUTION NO. 92-2018 OF APRIL 9, 2018
AUTHORIZING THE CITY MANAGER TO APPLY FOR A
DEPARTMENT OF HOMELAND SECURITY UNDER THE STAFFING FOR ADEQUATE
FIRE AND EMERGENCY RESPONSE PROGRAM ("SAFER") GRANT IN AN AMOUNT
NOT TO EXCEED \$1,376,645.00
TO PROVIDE FUNDING TO HIRE 9 FIREFIGHTERS
IN THE CITY OF NEWBURGH FIRE DEPARTMENT
WITH A 25% CITY MATCH IN THE FIRST TWO GRANT YEARS AND
A 65% CITY MATCH IN THE THIRD GRANT YEAR

WHEREAS, by Resolution No. 92-2018 of April 9, 2018, the Council of the City of Newburgh, New York authorized the City Manager to apply for a grant from the Department of Homeland Security under the Staffing for Adequate Fire and Emergency Response ("SAFER") Program for FY2017; and

WHEREAS, the Fire Department has proposed an application for said grant in an amount not to exceed \$1,376,645.00 and such funding will be used to hire 9 firefighters in the City of Newburgh Fire Department for three years; and

WHEREAS, said grant requires a City match of 25% in the first two grant years and a City match of 65% in the third grant year and to maintain the number of firefighters at that time of the award along with the number of firefighters funded by the grant award; and

WHEREAS, said grant, if awarded, will support the well-being and safety of our community and enhance community protection from fire; and

WHEREAS, it is deemed to be in the best interests of the City of Newburgh and its citizens to apply for and accept such grant if awarded;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to execute such documents and to take any necessary and appropriate actions to apply for a grant in an amount not to exceed \$1,376,645.00 from the Department of Homeland Security under the Staffing for Adequate Fire and Emergency Response ("SAFER") Program to provide funding to hire 9 firefighters in the City of Newburgh Fire Department with a City match of 25% in the first two grant years and a City match of 65% in the third grant year.

BE IT FURTHER RESOLVED, by the Council of the City of Newburgh to take necessary and required steps to adopt annual budgets which sufficiently fund the City's grant match and staffing obligations during the grant term.

RESOLUTION NO.: 97 - 2018

OF

APRIL 23, 2018

**A RESOLUTION TO AUTHORIZE THE CONVEYANCE OF REAL PROPERTY
KNOWN AS 48 LARTER AVENUE (SECTION 26, BLOCK 2, LOT 18) AT PRIVATE SALE
TO VICKIANA DEMORA FOR THE AMOUNT OF \$40,000.00**

WHEREAS, the City of Newburgh has acquired title to several parcels of real property by foreclosure In Rem pursuant of Article 11 Title 3 of the Real property Tax Law of the State of New York; and

WHEREAS, pursuant to Section 1166 of the Real Property Tax Law the City may sell properties acquired by foreclosure In Rem at private sale; and

WHEREAS, the City of Newburgh desires to sell 48 Larter Avenue, being more accurately described as Section 26, Block 2, Lot 18 on the official tax map of the City of Newburgh; and

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

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

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the sale of the following property to the indicated purchaser be and hereby is confirmed and the City Manager is authorized and directed to execute and deliver a quitclaim deed to said purchaser upon receipt of the indicated purchase price in money order, good certified or bank check, made payable to THE CITY OF NEWBURGH, such sums are to be paid on or before July 27, 2018, being approximately ninety (90) days from the date of this resolution; and

<u>Property address</u>	<u>Section, Block, Lot</u>	<u>Purchaser</u>	<u>Purchase Price</u>
48 Larter Avenue	26 - 2 - 18	Vickiana DeMora	\$40,000.00

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

Terms and Conditions Sale

48 Larter Avenue, City of Newburgh (26-2-18)

STANDARD TERMS:

1. City of Newburgh acquired title to these properties in accordance with Article 11 of the Real Property Tax Law of the State of New York, and all known rights of redemption under said provisions of law have been extinguished by the tax sale proceedings and/or as a result of forfeiture.
2. For purposes of these Terms and Conditions, parcel shall be defined as a section, block and lot number.
3. All real property, including any buildings thereon, is sold "AS IS" and without any representation or warranty whatsoever as to the condition or title, and subject to: (a) any state of facts an accurate survey or personal inspection of the premises would disclose; (b) applicable zoning/land use/building regulations; (c) water and sewer assessments are the responsibility of the purchaser, whether they are received or not; (d) easements, covenants, conditions and rights-of-way of record existing at the time of the levy of the tax, the non-payment of which resulted in the tax sale in which City of Newburgh acquired title; and (e) for purposes of taxation, the purchaser shall be deemed to be the owner prior to the next applicable taxable status date after the date of sale.
4. The properties are sold subject to unpaid school taxes for the tax year of 2017-2018, and also subject to all school taxes levied subsequent to the date of the City Council resolution authorizing the sale. The purchaser shall reimburse the City for any school taxes paid by the City for the tax year 2017-2018, and subsequent levies up to the date of the closing. Upon the closing, the properties shall become subject to taxation. Water and sewer charges and sanitation fees will be paid by the City to the date of closing.
5. **WARNING: FAILURE TO COMPLY WITH THE TERMS OF THIS PARAGRAPH MAY RESULT IN YOUR LOSS OF THE PROPERTY AFTER PURCHASE.** The deed will contain provisions stating that the purchaser is required to rehabilitate any building on the property and bring it into compliance with all State, County and Local standards for occupancy within (18) months of the date of the deed. Within such eighteen (18) month time period the purchaser must either: obtain a Certificate of Occupancy for all buildings on the property; make all buildings granted a Certificate of Occupancy before the date of purchase fit for the use stated in such Certificate of Occupancy; or demolish such buildings. The deed shall require the purchaser to schedule an inspection by City officials at or before the end of the eighteen (18) month period. If the purchaser has not complied with the deed provisions regarding rehabilitation of the property and obtained a Certificate of Occupancy or Certificate of Compliance by that time, then the title to the property shall revert to the City of Newburgh. The deed shall also provide that the property shall not be conveyed to any other person before a Certificate of Occupancy or Certificate of Compliance is issued. A written request made to the City Manager for an extension of the eighteen (18) month rehabilitation period shall be accompanied by a non-refundable fee of \$250.00 per parcel for which a request is submitted. The City Manager may, in his sole discretion and for good cause shown, grant one extension of time to rehabilitate of up to, but not to exceed, three (3) months. Any additional request thereafter shall be made in writing and placed before the City Council for their consideration.
6. The property is sold subject to an owner-occupancy restriction. The purchaser has agreed to purchase the property subject to the five (5) year owner occupancy restriction shall, within 18 months of the delivery of the deed, establish his domicile and principal residence at said premises and maintain his domicile and principal residence at said premises for a period of at least five (5) years thereafter, provided that within said five (5) year period, the purchaser may convey said premises to another who shall also maintain their domicile and principal residence at said premises for said period. This shall be set forth as a restrictive covenant in the deed, subject upon its breach, to a right of re-entry in favor of the City of Newburgh. This shall be in addition to all other provisions, covenants and conditions set forth in the Terms of Sale.

7. Notice is hereby given that the property is vacant and unoccupied. The parcel is being sold subject to the City's Vacant Property Ordinance and all provisions of law applicable thereto. At closing, the purchaser will be required to register the property and remit the vacant property fee. It is the sole responsibility of the purchaser to redevelop such parcel in accordance with same.
8. All purchasers are advised to personally inspect the premises and to examine title to the premises prior to the date upon which the sale is scheduled to take place. Upon delivery of the quitclaim deed by the City of Newburgh to the successful purchaser, any and all claims with respect to title to the premises are merged in the deed and do not survive.
9. No personal property is included in the sale of any of the parcels owned by City of Newburgh, unless the former owner or occupant has abandoned same. The disposition of any personal property located on any parcel sold shall be the sole responsibility of the successful purchaser following the closing of sale.
10. The City makes no representation, express or implied, as to the condition of any property, warranty of title, or as to the suitability of any for any particular use or occupancy. Property may contain paint or other similar surface coating material containing lead. Purchaser shall be responsible for the correction of such conditions when required by applicable law. Property also may contain other environmental hazards. Purchaser shall be responsible for ascertaining and investigating such conditions prior to bidding. Purchaser shall be responsible for investigating and ascertaining from the City Building Inspector's records the legal permitted use of any property prior to closing. Purchaser acknowledges receivership of the pamphlet entitled "Protecting Your Family from Lead in Your Home." Purchaser also acknowledges that he/she has had the opportunity to conduct a risk assessment or inspection of the premises for the presence of lead-based paint, lead-based paint hazards or mold.
11. The entire purchase price and all closing costs/fees must be paid by money order or guaranteed funds to the City of Newburgh Comptroller's Office on or before July 27, 2018. Such closing costs/fees may include, but are not limited to: recording fees, tax adjustments as of the day of closing, fuel oil adjustments, and applicable condominium charges (e.g. monthly maintenance charges, assessment charges, transfer buy-in fees, and/or closing package ordering fees). *The City of Newburgh does not accept credit card payments for the purchase price and closing costs/fees. The City is not required to send notice of acceptance or any other notice to a purchaser.* At closing, purchaser, as grantee, may take title as a natural person or as an entity wherein purchaser is an officer or managing member of said entity. The City Manager may, in his sole discretion and for good cause shown, grant one extension of time to close title of up to, but not to exceed, sixty (60) additional days. No request shall be entertained unless in writing, stating the reasons therefor, and unless accompanied by a fee of \$250.00 per parcel for which a request is submitted. The fee shall be in addition to all other fees and deposits and shall not be credited against the purchase price and shall not be returnable. Any additional request made thereafter shall be made in writing and placed before the City Council for their consideration.
12. In the event that a sale is cancelled by court order, judgment, the Comptroller or the Newburgh City Council, the successful bidder shall be entitled only to a refund of the purchase money paid with interest. Purchaser agrees that he shall not be entitled to special or consequential damages, attorney's fees, reimbursement for any expenses incurred as a result of ownership, improvements of property, or for taxes paid during period of ownership, and this agreement by the purchaser is a material condition of the sale.
13. Sale shall be final, absolute and without recourse once title has closed and the deed has been recorded. In no event, shall City of Newburgh be or become liable for any defects in title for any cause whatsoever, and no claim, demand or suit of any nature shall exist in favor of the purchaser, his heirs, successors or assigns, against City of Newburgh arising from this sale.
14. Conveyance shall be by quitclaim deed only, containing a description of the property as it appeared on the tax roll for the year upon which the City acquired title or as corrected up to date of deed. The deed will be recorded by the City upon payment in full of the purchase price, buyer's premium, and closing fees/costs. Possession of property is forbidden until the deed is recorded conveying title to the purchaser. **Title vests upon recording of deed.**

15. Upon closing, the City shall deliver a quitclaim deed conveying all of its right, title and interest in the subject property, which deed shall be drawn by the City Corporation Counsel. The City shall not convey its interest in any street, water, sewer or drainage easement, or any other interest the City may have in the property. The City shall only convey that interest obtained by the City pursuant to the judgment rendered in an *in rem* tax foreclosure action filed in the Orange County Clerk's Office.
16. The description of the property shall be from the City of Newburgh Tax Map reference or a survey description certified to the City of Newburgh and provided to the City Corporation Counsel by the purchaser at least thirty (30) days in advance of closing title and approved by the City's Engineer.
17. Evictions, if necessary, are solely the responsibility of the purchaser after closing and recording of the deed.
18. By acknowledging and executing these Terms & Conditions, the purchaser certifies that he/she is not representing the former owner(s) of the property against whom City of Newburgh foreclosed and has no intent to defraud City of Newburgh of the unpaid taxes, assessment, penalties and charges which have been levied against the property. The purchaser agrees that neither he/she nor his/her assigns shall convey the property to the former owner(s) against whom City of Newburgh foreclosed within 24 months subsequent to the auction date. If such conveyance occurs, the purchaser understands that he/she may be found to have committed fraud, and/or intent to defraud, and will be liable for any deficiency between the purchase price at auction and such sums as may be owed to City of Newburgh as related to the foreclosure on the property and consents to immediate judgment by City of Newburgh for said amounts.

RESOLUTION NO.: 98 - 2018

OF

APRIL 23, 2018

A RESOLUTION TO AUTHORIZE THE CONVEYANCE OF REAL PROPERTY
KNOWN AS 47 LANDER STREET (SECTION 30, BLOCK 4, LOT 1)
AT PRIVATE SALE TO ROBERT FONTAINE FOR THE AMOUNT OF \$42,000.00

WHEREAS, the City of Newburgh has acquired title to several parcels of real property by foreclosure *In Rem* pursuant of Article 11 Title 3 of the Real property Tax Law of the State of New York; and

WHEREAS, pursuant to Section 1166 of the Real Property Tax Law the City may sell properties acquired by foreclosure *In Rem* at private sale; and

WHEREAS, the City of Newburgh desires to sell 47 Lander Street, being more accurately described as Section 30, Block 4, Lot 1, on the official tax map of the City of Newburgh; and

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

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

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the sale of the following property to the indicated purchaser be and hereby is confirmed and the City Manager is authorized and directed to execute and deliver a quitclaim deed to said purchaser upon receipt of the indicated purchase price in money order, good certified or bank check, made payable to THE CITY OF NEWBURGH, such sums are to be paid on or before July 27, 2018, being approximately ninety (90) days from the date of this resolution; and

<u>Property address</u>	<u>Section, Block, Lot</u>	<u>Purchaser</u>	<u>Purchase Price</u>
47 Lander Street	30 - 4 - 1	Robert Fontaine	\$42,000.00

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

Terms and Conditions Sale

47 Lander Street, City of Newburgh (30-4-1)

STANDARD TERMS:

1. City of Newburgh acquired title to these properties in accordance with Article 11 of the Real Property Tax Law of the State of New York, and all known rights of redemption under said provisions of law have been extinguished by the tax sale proceedings and/or as a result of forfeiture.
2. For purposes of these Terms and Conditions, parcel shall be defined as a section, block and lot number.
3. All real property, including any buildings thereon, is sold "AS IS" and without any representation or warranty whatsoever as to the condition or title, and subject to: (a) any state of facts an accurate survey or personal inspection of the premises would disclose; (b) applicable zoning/land use/building regulations; (c) water and sewer assessments are the responsibility of the purchaser, whether they are received or not; (d) easements, covenants, conditions and rights-of-way of record existing at the time of the levy of the tax, the non-payment of which resulted in the tax sale in which City of Newburgh acquired title; and (e) for purposes of taxation, the purchaser shall be deemed to be the owner prior to the next applicable taxable status date after the date of sale.
4. The properties are sold subject to unpaid school taxes for the tax year of 2017-2018, and also subject to all school taxes levied subsequent to the date of the City Council resolution authorizing the sale. The purchaser shall reimburse the City for any school taxes paid by the City for the tax year 2017-2018, and subsequent levies up to the date of the closing. Upon the closing, the properties shall become subject to taxation. Water and sewer charges and sanitation fees will be paid by the City to the date of closing.
5. **WARNING: FAILURE TO COMPLY WITH THE TERMS OF THIS PARAGRAPH MAY RESULT IN YOUR LOSS OF THE PROPERTY AFTER PURCHASE.** The deed will contain provisions stating that the purchaser is required to rehabilitate any building on the property and bring it into compliance with all State, County and Local standards for occupancy within (18) months of the date of the deed. Within such eighteen (18) month time period the purchaser must either: obtain a Certificate of Occupancy for all buildings on the property; make all buildings granted a Certificate of Occupancy before the date of purchase fit for the use stated in such Certificate of Occupancy; or demolish such buildings. The deed shall require the purchaser to schedule an inspection by City officials at or before the end of the eighteen (18) month period. If the purchaser has not complied with the deed provisions regarding rehabilitation of the property and obtained a Certificate of Occupancy or Certificate of Compliance by that time, then the title to the property shall revert to the City of Newburgh. The deed shall also provide that the property shall not be conveyed to any other person before a Certificate of Occupancy or Certificate of Compliance is issued. A written request made to the City Manager for an extension of the eighteen (18) month rehabilitation period shall be accompanied by a non-refundable fee of \$250.00 per parcel for which a request is submitted. The City Manager may, in his sole discretion and for good cause shown, grant one extension of time to rehabilitate of up to, but not to exceed, three (3) months. Any additional request thereafter shall be made in writing and placed before the City Council for their consideration.
6. Notice is hereby given that the property lies within the East End Historic District as designated upon the zoning or tax map. This parcel is being sold subject to all provision of law applicable thereto and it is the sole responsibility of the purchaser to redevelop such parcel so designated in accordance with same.
7. Notice is hereby given that the property is vacant and unoccupied. The parcels are being sold subject to the City's Vacant Property Ordinance and all provisions of law applicable thereto. At closing, the purchaser will be required to register the property and remit the vacant property fee. It is the sole responsibility of the purchaser to redevelop such parcel in accordance with same.
8. All purchasers are advised to personally inspect the premises and to examine title to the premises prior to the date upon which the sale is scheduled to take place. Upon delivery of the quitclaim deed by the City of Newburgh to the successful purchaser, any and all claims with respect to title to the premises are merged in the deed and do not survive.

9. No personal property is included in the sale of any of the parcels owned by City of Newburgh, unless the former owner or occupant has abandoned same. The disposition of any personal property located on any parcel sold shall be the sole responsibility of the successful purchaser following the closing of sale.
10. The City makes no representation, express or implied, as to the condition of any property, warranty of title, or as to the suitability of any for any particular use or occupancy. Property may contain paint or other similar surface coating material containing lead. Purchaser shall be responsible for the correction of such conditions when required by applicable law. Property also may contain other environmental hazards. Purchaser shall be responsible for ascertaining and investigating such conditions prior to bidding. Purchaser shall be responsible for investigating and ascertaining from the City Building Inspector's records the legal permitted use of any property prior to closing. Purchaser acknowledges receivership of the pamphlet entitled "Protecting Your Family from Lead in Your Home." Purchaser also acknowledges that he/she has had the opportunity to conduct a risk assessment or inspection of the premises for the presence of lead-based paint, lead-based paint hazards or mold.
11. The entire purchase price and all closing costs/fees must be paid by money order or guaranteed funds to the City of Newburgh Comptroller's Office on or before July 27, 2018. Such closing costs/fees may include, but are not limited to: recording fees, tax adjustments as of the day of closing, fuel oil adjustments, and applicable condominium charges (e.g. monthly maintenance charges, assessment charges, transfer buy-in fees, and/or closing package ordering fees). *The City of Newburgh does not accept credit card payments for the purchase price and closing costs/fees. The City is not required to send notice of acceptance or any other notice to a purchaser.* At closing, purchaser, as grantee, may take title as a natural person or as an entity wherein purchaser is an officer or managing member of said entity. The City Manager may, in his sole discretion and for good cause shown, grant one extension of time to close title of up to, but not to exceed, sixty (60) additional days. No request shall be entertained unless in writing, stating the reasons therefor, and unless accompanied by a fee of \$250.00 per parcel for which a request is submitted. The fee shall be in addition to all other fees and deposits and shall not be credited against the purchase price and shall not be returnable. Any additional request made thereafter shall be made in writing and placed before the City Council for their consideration.
12. In the event that a sale is cancelled by court order, judgment, the Comptroller or the Newburgh City Council, the successful bidder shall be entitled only to a refund of the purchase money paid with interest. Purchaser agrees that he shall not be entitled to special or consequential damages, attorney's fees, reimbursement for any expenses incurred as a result of ownership, improvements of property, or for taxes paid during period of ownership, and this agreement by the purchaser is a material condition of the sale.
13. Sale shall be final, absolute and without recourse once title has closed and the deed has been recorded. In no event, shall City of Newburgh be or become liable for any defects in title for any cause whatsoever, and no claim, demand or suit of any nature shall exist in favor of the purchaser, his heirs, successors or assigns, against City of Newburgh arising from this sale.
14. Conveyance shall be by quitclaim deed only, containing a description of the property as it appeared on the tax roll for the year upon which the City acquired title or as corrected up to date of deed. The deed will be recorded by the City upon payment in full of the purchase price, buyer's premium, and closing fees/costs. Possession of property is forbidden until the deed is recorded conveying title to the purchaser. **Title vests upon recording of deed.**
15. Upon closing, the City shall deliver a quitclaim deed conveying all of its right, title and interest in the subject property, which deed shall be drawn by the City Corporation Counsel. The City shall not convey its interest in any street, water, sewer or drainage easement, or any other interest the City may have in the property. The City shall only convey that interest obtained by the City pursuant to the judgment rendered in an *in rem* tax foreclosure action filed in the Orange County Clerk's Office.
16. The description of the property shall be from the City of Newburgh Tax Map reference or a survey description certified to the City of Newburgh and provided to the City Corporation Counsel by the purchaser at least thirty (30) days in advance of closing title and approved by the City's Engineer.
17. Evictions, if necessary, are solely the responsibility of the purchaser after closing and recording of the deed.

18. By acknowledging and executing these Terms & Conditions, the purchaser certifies that he/she is not representing the former owner(s) of the property against whom City of Newburgh foreclosed and has no intent to defraud City of Newburgh of the unpaid taxes, assessment, penalties and charges which have been levied against the property. The purchaser agrees that neither he/she nor his/her assigns shall convey the property to the former owner(s) against whom City of Newburgh foreclosed within 24 months subsequent to the auction date. If such conveyance occurs, the purchaser understands that he/she may be found to have committed fraud, and/or intent to defraud, and will be liable for any deficiency between the purchase price at auction and such sums as may be owed to City of Newburgh as related to the foreclosure on the property and consents to immediate judgment by City of Newburgh for said amounts.

RESOLUTION NO. 99 - 2018

OF

APRIL 23, 2018

A RESOLUTION AUTHORIZING THE EXTENSION OF TIME TO CLOSE TITLE
ON THE PROPERTY LOCATED AT 233 FIRST STREET
(SECTION 29, BLOCK 4, LOT 4) SOLD AT PRIVATE SALE
TO GEORGE W. REITHOFFER

WHEREAS, by Resolution No.: 67-2017 of March 13, 2017, the Council of the City of Newburgh, New York, authorized the sale of 233 First Street (Section 29, Block 4, Lot 4) to George W. Reithoffer; and

WHEREAS, the purchaser could not secure a standard form policy of title insurance due to a defect in the chain of title, and thus could not close on or before June 12, 2017 in accordance with Resolution No.: 67-2017; and

WHEREAS, the resolution of outstanding title issues took longer than expected but is now complete and the purchaser still desires to close title; and

WHEREAS, this Council has determined that granting the additional requested extension would be in the best interests of the City of Newburgh;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that an extension of time to close title for the property located at 233 First Street is hereby authorized until June 30, 2018.

RESOLUTION NO.: 100 - 2018

OF

APRIL 23, 2018

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEWBURGH
ADOPTING THE NEW YORK STATE CLIMATE SMART COMMUNITIES PLEDGE**

WHEREAS, the City of Newburgh (hereinafter "local government") believes that climate change poses a real and increasing threat to our local and global environments and is primarily due to the burning of fossil fuels; and

WHEREAS, the effects of climate change will endanger our infrastructure, economy and livelihoods; harm our farms, orchards, and ecological communities, including native fish and wildlife populations; spread invasive species and exotic diseases; reduce drinking water supplies and recreational opportunities; and pose health threats to our citizens; and

WHEREAS, we believe that our response to climate change provides us with an unprecedented opportunity to save money, and to build livable, energy-independent and secure communities, vibrant innovation economies, healthy and safe schools, and resilient infrastructures; and

WHEREAS, we believe the scale of greenhouse gas (GHG) emissions reductions required for climate stabilization will require sustained and substantial efforts; and

WHEREAS, we believe that even if emissions were dramatically reduced today, communities would still be required to adapt to the effects of climate change for decades to come;

NOW, THEREFORE, BE IT RESOLVED by the City Council that the City of Newburgh in order to reduce greenhouse gas emissions and adapt to a changing climate, adopts the New York State Climate Smart Communities Pledge, which comprises the following ten elements:

1. Pledge to be a Climate Smart Community.
2. Set goals, inventory emissions, plan for climate action.
3. Decrease community energy use.
4. Increase community use of renewable energy.
5. Realize benefits of recycling and other climate-smart solid waste management practices.
6. Reduce greenhouse gas emissions through use of climate-smart land-use tools.
7. Enhance community resilience and prepare for the effects of climate change.
8. Support development of a green innovation economy.
9. Inform and inspire the public.
10. Commit to an evolving process of climate action.

WHEREAS, the City of Newburgh (hereinafter "local government") believes that climate change poses a real and increasing threat to our local and global environments and is primarily due to the burning of fossil fuels; and

WHEREAS, the effects of climate change will endanger our infrastructure, economy and livelihoods; harm our farms, orchards, and ecological communities, including native fish and wildlife populations; spread invasive species and exotic diseases; reduce drinking water supplies and recreational opportunities; and pose health threats to our citizens; and

WHEREAS, we believe that our response to climate change provides us with an unprecedented opportunity to save money, and to build livable, energy-independent and secure communities, vibrant innovation economies, healthy and safe schools, and resilient infrastructures; and

WHEREAS, we believe the scale of greenhouse gas (GHG) emissions reductions required for climate stabilization will require sustained and substantial efforts; and

WHEREAS, we believe that even if emissions were dramatically reduced today, communities would still be required to adapt to the effects of climate change for decades to come,

IT IS HEREBY RESOLVED that the City of Newburgh in order to reduce greenhouse gas emissions and adapt to a changing climate, adopts the New York State Climate Smart Communities Pledge, which comprises the following ten elements:

1. Pledge to be a Climate Smart Community.
2. Set goals, inventory emissions, plan for climate action.
3. Decrease community energy use.
4. Increase community use of renewable energy.
5. Realize benefits of recycling and other climate-smart solid waste management practices.
6. Reduce greenhouse gas emissions through use of climate-smart land-use tools.
7. Enhance community resilience and prepare for the effects of climate change.
8. Support development of a green innovation economy.
9. Inform and inspire the public.
10. Commit to an evolving process of climate action.

RESOLUTION NO.: 101 - 2018

OF

APRIL 23, 2018

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A
SATISFACTION IN CONNECTION WITH A MORTGAGE ISSUED TO
PATEN SOLOMON, JR. AND ELSENE SOLOMON FOR PREMISES LOCATED AT
241 POWELL AVENUE (SECTION 7, BLOCK 7, LOT 4)

WHEREAS, the Newburgh Community Development Agency f/k/a the Newburgh Urban Renewal Agency issued a mortgage to Paten Solomon, Jr. and Elsen Solomon in the principal sum of \$5,000.00 for premises located at 241 Powell Avenue (Section 7, Block 7, Lot 4), dated June 28, 1988, and recorded in the Orange County Clerk's Office on July 18, 1988, in Liber 3121 of Deeds at Page 119; and

WHEREAS, the mortgage qualifies as an ancient mortgage of more than 20 years that has not been discharged of record and from lapse of time is presumed to be paid; and

WHEREAS, this Council has determined that issuing and executing a Satisfaction of Mortgage, a copy of which is annexed hereto, as successor in interest to the Newburgh Community Development Agency f/k/a the Newburgh Urban Renewal Agency 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 execute the attached Satisfaction in connection with a mortgage issued to Paten Solomon, Jr. and Elsen Solomon for premises located at 241 Powell Avenue (Section 7, Block 7, Lot 4).

SATISFACTION OF MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, THAT

The City of Newburgh, as Successor in Interest to the Newburgh Community Development Agency f/k/a the Newburgh Urban Renewal Agency, a municipal corporation with a principal place of business at 83 Broadway, Newburgh, New York 12550;

Does hereby certify that the following mortgage is deemed paid, and does hereby consent that the same be discharged of record:

MORTGAGE bearing the date of June 28, 1988, made by Paten Solomon, Jr. and Elsene Solomon to the Newburgh Community Development Agency f/k/a the Newburgh Urban Renewal Agency, given to secure payment of the principal sum of \$5,000.00, and duly recorded in the office of the Orange County Clerk's Office on July 18, 1988, in Liber 3121 of Deeds at Page 119; and

which mortgage has not been further assigned of record.

Dated: April _____, 2018

CITY OF NEWBURGH

By: Michael Ciaravino, City Manager
Pursuant to Resolution No.:

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

On the _____ day of April, 2018, before me, the undersigned, a Notary Public in and for said State, personally appeared MICHAEL 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 his capacity, and that by his signature on the instrument, the individual, or person upon behalf of which the individual acted, executed the instrument.

Notary Public

RECORD & RETURN TO:

ORANGE COUNTY CLERK'S OFFICE RECORDING PAGE

(This Page is Part of the Instrument)

PRINT OR TYPE: BLACK INK ONLY

SECTION 7 BLOCK 7 LOT 24

Paten Solomon, Jr. and Elsene
Solomon
TO
Mortgagor,
NEWBURGH COMMUNITY DEVELOPMENT AGENCY,
Mortgagee.

RECORD AND RETURN TO:
(Name and Address)

Community Development
83 Broadway, City Hall
Newburgh, NY 12550

ATTACH THIS SHEET TO THE FIRST PAGE OF EACH
RECORDED INSTRUMENT ONLY.

DO NOT WRITE BELOW THIS LINE

CONTROL NO. 008550 DATE 6-28-88 AFFIDAVIT FILED 19

INSTRUMENT TYPE: DEED MORTGAGE / SATISFACTION ASSIGNMENT OTHER

BG20 Blooming Grove
CH22 Chester
CO24 Cornwall
CR26 Crawford
DP28 Deerpark
GO30 Goshen
GR32 Greenville
HA34 Hamptonburgh
HI36 Highland
MK38 Minisink
ME40 Monroe
MY42 Montgomery
MH44 Mount Hope
NT46 Newburgh (T)
NW48 New Windsor
TU50 Tuxedo
WL52 Wallkill
WK54 Warwick
WA56 Wawayanda
WO58 Woodbury
MN09 Middletown
NC11 Newburgh
PJ13 Port Jervis
9999 Hold

SERIAL NO. CF 3976

Mortgage Amount \$ 5,000

Exempt Yes No /

3-6 Cooking Units Yes No /

Received Tax on above Mortgage

Basic \$

MTA \$

Spec. Add. \$

TOTAL \$ Top Exempt

MARION S. MURPHY
Orange County Clerk

by:

ORANGE COUNTY CLERK'S OFFICE S.S.

Recorded on the 18th day of

July 1988 at 2:04

O'Clock PM M. in Liber/Film 3121

119 at page 119 and examined.

Marion S. Murphy
County Clerk

CHECK / CASH CHARGE

MORTGAGE TAX \$ Top Exempt

TRANSFER TAX \$

RECORD. FEE \$ 12-

REPORT FORMS \$

CERT. COPIES \$

City Newburgh

RECEIVED

\$
REAL ESTATE

TRANSFER TAX
ORANGE COUNTY

LIBER 3121 PAGE 119

THIS BOND AND MORTGAGE, made the 28th day of June, nineteen hundred and eighty-eight
BETWEEN PATEN SOLOMON, JR. and ELSENE SOLOMON, his wife, both
residing at 241 Powell Avenue, City of Newburgh, County of Orange and
State of New York,

herein referred to as the mortgagor,

and the NEWBURGH COMMUNITY DEVELOPMENT AGENCY, a public body
corporate established under the laws of the State of New York, having
its principal office at 83 Broadway, City of Newburgh, County of
Orange and State of New York,

herein referred to as the mortgagee,

WITNESSETH, that the mortgagor, does hereby acknowledge himself to be indebted to the mortgagee in the sum of
-----FIVE THOUSAND & 00/100----- (\$ 5,000.00) Dollars
lawful money of the United States, which the mortgagor does hereby agree and bind himself to repay to the mortgagee

and to pay interest on the unpaid amount of this instrument from the
date hereof, at the rate of 6% per annum, until paid. Both the
principal and interest on this instrument are payable on the 1st day
of each month in 60 monthly installments, commencing with a payment
of \$96.67 on August 1, 1988, and \$96.67 on the 1st day of each month
for the remaining 59 months, ending on August 1, 1993, in lawful money
of the United States, at the principal office of NCDA, 83 Broadway,
City Hall, Newburgh, NY,

to secure the payment of which the mortgagor hereby mortgages to the mortgagee ALL

THAT certain plot, piece or parcel of land, together with the
buildings and improvements thereon erected, situate, lying and being
in the City of Newburgh, County of Orange and State of New York, being
more particularly bounded and described as follows:

BEGINNING at a stone monument at the intersection formed by the Westerly
side of Powell Avenue with the Northeasterly side of Gidney Avenue and
running thence;

- 7-7-24
1. N59° 49' 30" West along the Northeasterly side of Gidney Avenue, a
distance of 83.46 feet to a stone monument, thence;
 2. S84° 06' 40" West, along the Northwesterly side of Gidney Avenue,
a distance of 19.04 feet to lands now or formerly of Walker, thence;
 3. Along the same, N 04° 00' 00 East a distance of 30.08 feet to
lands now or formerly of Littlejohn, thence;
 4. Along the same, S84° 00' 10: East a distance of 96.14 feet to a
point on the Westerly side of Powell Avenue, thence;
 5. Along the same, S06° 16' 40" West a distance of 60.33 feet to the
point or place of beginning.

Said premises being known as 241 Powell Avenue.

BEING the same premises described in deed dated May 1, 1931 made by
David Copans and Roselyn Lee Copans, his wife, to Frank J. Stewart
and Josephine Stewart, his wife, recorded May 4, 1931 in Liber 717 of
Deeds at Page 392, Orange County Clerk's Office.

Said Frank J. Stewart died the 14th day of January, 1962, a resident
of the City of Newburgh, New York, survived by his wife,
Josephine Stewart, who, thereafter became deceased February 15, 1972,
leaving a Last Will and Testament whereunder she bequeathed instant
grantors, William E. Stewart and Gladys R. Stewart, naming them as
executors, and letters testamentary having issued to said
William E. Stewart and Gladys R. Stewart by the Orange County Surrogate's
Court on February 29, 1972.

BEING the same premises described in Deed dated March 7, 1974 from
William E. and Gladys R. Stewart, individually and as executors under
the Last Will and Testament of Josephine Stewart to Paten Solomon, Jr.

and Elsen Solomon, and recorded in the Orange County Clerk's Office on March 8, 1974 in Liber 1971 of Deeds at page 923.

TOGETHER with all right, title and interest, if any, of the mortgagor of, in and to any streets and roads abutting the above-described premises to the center lines thereof.

TOGETHER with all fixtures and articles of personal property now or hereafter attached to, or contained in and used in connection with, said premises, including but not limited to all apparatus, machinery, plumbing, heating, lighting and cooking fixtures, fittings, gas ranges, bathroom and kitchen cabinets, ice boxes, refrigerators, food freezers, air-conditioning fixtures and units, pumps, awnings, shades, screens, storm sashes, aerials, plants and shrubbery.

TOGETHER with any and all awards heretofore and hereafter made to the present and all subsequent owners of the mortgaged premises by any governmental or other lawful authorities for taking by eminent domain the whole or any part of said premises or any easement therein, including any awards for any changes of grade of streets, which said awards are hereby assigned to the holder of this bond and mortgage, who is hereby authorized to collect and receive the proceeds of any such awards from such authorities and to give proper receipts and acquittances therefor, and to apply the same toward the payment of the amount owing on account of this bond and mortgage, notwithstanding the fact that the amount owing hereon may not then be due and payable; and the said mortgagor hereby covenants and agrees, upon request, to make, execute and deliver any and all assignments and other instruments sufficient for the purpose of assigning the aforesaid awards to the holder of this bond and mortgage, free, clear and discharged of any and all encumbrances of any kind or nature whatsoever.

AND the mortgagor covenants with the mortgagee as follows:

1. That the mortgagor will pay the indebtedness as hereinbefore provided.
2. That the mortgagor will keep the buildings on the premises insured against loss by fire for the benefit of the mortgagee; that he will assign and deliver the policies to the mortgagee; and that he will reimburse the mortgagee for any premiums paid for insurance made by the mortgagee on the mortgagor's default in so insuring the buildings or in so assigning and delivering the policies.
3. That no building on the premises shall be removed or demolished without the consent of the mortgagee.
4. That the whole of said principal sum and interest shall become due at the option of the mortgagee: after default in the payment of any instalment of principal or of interest for twenty days; or after default in the payment of any tax, water rate, sewer rent or assessment for thirty days after notice and demand; or after default after notice and demand either in assigning and delivering the policies insuring the buildings against loss by fire or in reimbursing the mortgagee for premiums paid on such insurance, as hereinbefore provided; or after default upon request in furnishing a statement of the amount due on the bond and mortgage and whether any offsets or defenses exist against the mortgage debt, as hereinafter provided.
5. That the holder of this bond and mortgage, in any action to foreclose it, shall be entitled to the appointment of a receiver.
6. That the mortgagor will pay all taxes, assessments, sewer rents or water rates, and in default thereof, the mortgagee may pay the same.
7. That the mortgagor within six days upon request in person or within fifteen days upon request by mail will furnish a written statement duly acknowledged of the amount due on this bond and mortgage and whether any offsets or defenses exist against the mortgage debt.
8. That notice and demand or request may be in writing and may be served in person or by mail.
9. That the mortgagor warrants the title to the premises.
10. That the mortgagor will, in compliance with Section 13 of the Lien Law, receive the advances secured hereby and will hold the right to receive such advances as a trust fund to be applied first for the purpose of paying the cost of the improvement and will apply the same first to the payment of the cost of the improvement before using any part of the total of the same for any other purpose.
11. That fire insurance policies which are required by paragraph No. 2 above shall contain the usual extended coverage endorsement; in addition thereto the mortgagor, within thirty days after notice and demand will keep the buildings on the premises insured against loss by other insurable hazards for the benefit of the mortgagee, as may reasonably be required by the mortgagee; that he will assign and deliver the policies to the mortgagee; and that he will reimburse the mortgagee for any premiums paid for insurance made by the mortgagee on the mortgagor's default in so insuring or in so assigning and delivering the policies. The provisions of subdivision 4, of Section 254 of the Real Property Law, with reference to the construction of the fire insurance clause, shall govern the construction of this clause so far as applicable.
12. That in case of a sale, said premises, or so much thereof as may be affected by this bond and mortgage, may be sold in one parcel.
13. That in the event of any default in the performance of any of the terms, covenants or agreements herein contained, it is agreed that the then owner of the mortgaged premises, if he is the occupant of said premises or any part thereof, shall immediately surrender possession of the premises so occupied to the holder of this bond and mortgage, and if such occupant is permitted to remain in possession, the possession shall be as tenant of the holder of this bond and mortgage and such occupant shall, on demand, pay monthly in advance to the holder of this bond and mortgage a reasonable rental for the space so occupied and in default thereof, such occupant may be dispossessed by the usual summary proceedings. In case of foreclosure and the appointment of a receiver of rents, the covenants herein contained may be enforced by such receiver.

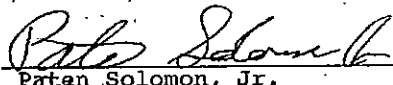
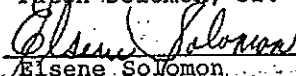
14. That the whole of said principal sum shall become due at the option of the mortgagee after default for thirty days after notice and demand, in the payment of any instalment of any assessment for local improvements heretofore or hereafter laid, which is or may become payable in annual instalments and which has affected, now affects or hereafter may affect the said premises, notwithstanding that such instalment be not due and payable at the time of such notice and demand, or upon the failure to exhibit to the mortgagee, within thirty days after demand, receipts showing payment of all taxes, assessments, water rates, sewer rents and any other charges which may have become a prior lien on the mortgaged premises.
15. That the whole of said principal sum shall become due at the option of the mortgagee, if the buildings on said premises are not maintained in reasonably good repair, or upon the failure of any owner of said premises to comply with the requirement of any governmental department claiming jurisdiction within three months after an order making such requirement has been issued by any such department.
16. That in the event of the passage after the date of this mortgage of any law of the State of New York, deducting from the value of land for the purposes of taxation any lien thereon, or changing in any way the laws for the taxation of mortgages or debts secured by mortgage for state or local purposes, or the manner of the collection of any such taxes, so as to affect this bond and mortgage, the holder of this bond and mortgage and of the debt which it secures, shall have the right to give thirty days' written notice to the owner of the mortgaged premises requiring the payment of the mortgage debt. If such notice be given the said debt shall become due, payable and collectible at the expiration of said thirty days.
17. That the whole of said principal sum shall immediately become due at the option of the mortgagee, if the mortgagor shall assign the rents or any part of the rents of the mortgaged premises without first obtaining the written consent of the mortgagee to such assignment, or upon the actual or threatened demolition or removal of any building erected or to be erected upon said premises.
18. That if any action or proceeding be commenced (except an action to foreclose this bond and mortgage or to collect the debt secured thereby), to which action or proceeding the holder of this bond and mortgage is made a party, or in which it becomes necessary to defend or uphold the lien of this mortgage, all sums paid by the holder of this bond and mortgage for the expense of any litigation to prosecute or defend the rights and lien created by this bond and mortgage (including reasonable counsel fees), shall be paid by the mortgagor, together with interest thereon at the rate of six per cent. per annum, and any such sum and the interest thereon shall be a lien on said premises, prior to any right, or title to, interest in or claim upon said premises attaching or accruing subsequent to the lien of this mortgage, and shall be deemed to be secured by this bond and mortgage. In any action or proceeding to foreclose this mortgage, or to recover or collect the debt secured thereby, the provisions of law respecting the recovering of costs, disbursements and allowances shall prevail unaffected by this covenant.
19. That the whole of said principal sum shall immediately become due at the option of the mortgagee upon any default in keeping the buildings on said premises insured as required by paragraph No. 2 or paragraph No. 11 hereof, or if after application by any holder of this bond and mortgage to two or more fire insurance companies lawfully doing business in the State of New York and issuing policies of fire insurance upon buildings situate in the place where the mortgaged premises are situate, the companies to which such application has been made shall refuse to issue such policies, or upon default in complying with the provisions of paragraph No. 11 hereof, or upon default, for five days after notice and demand, either in assigning and delivering to the mortgagee the policies of fire insurance or in reimbursing the mortgagee for premiums paid on such fire insurance as hereinbefore provided in paragraph No. 2 hereof.

If more than one person joins in the execution of this instrument, and if any of the feminine sex, or if this instrument is executed by a corporation, the relative words herein shall be read as if written in the plural, or in the feminine or neuter gender, as the case may be, and the words "mortgagor" and "mortgagee" where used herein shall be construed to include their and each of their heirs, executors, administrators, successors and assigns.

This bond and mortgage may not be changed orally.

IN WITNESS WHEREOF, this bond and mortgage has been duly executed by the mortgagor.

IN PRESENCE OF:

 (L.S.)
Paten Solomon, Jr.
 (L.S.)
Eisene Solomon

STATE OF NEW YORK
COUNTY OF ORANGE

On the 28th day of June 19 88.

before me came.

PATEN SOLOMON, JR. AND ELSENE SOLOMON

to me known to be the individual S described in, and who executed the foregoing instrument, and acknowledged that they executed the same.

Cecelia Jarvis

CECELIA JARVIS
NOTARY PUBLIC STATE OF NY
RESIDENCE ON APT ORANGE CO
COMMISSION EXPIRES 7-31-88
STATE OF NEW YORK
COUNTY OF

On the day of 19

before me came.

to me known, who, being by me duly sworn, did depose and say that he resides at No.

in
; that he is the

of
the corporation described in and which executed, the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of
of said corporation; and that he signed his name thereto by like order.

STATE OF NEW YORK
COUNTY OF

On the day of 19
before me came

to me known to be the individual described in, and who executed the foregoing instrument, and acknowledged that he executed the same.

STATE OF NEW YORK
COUNTY OF

On the day of 19

before me came

the subscribing witness to the foregoing instrument, with whom I am personally acquainted, who, being by me duly sworn, did depose and say that he resides at

in
; that he knows

to be the individual described in, and who executed, the foregoing instrument; that he, said subscribing witness, was present and saw execute the same; and that he, said witness, at the same time subscribed name as witness thereto.

No.

PATEN SOLOMON, JR. and
ELSENE SOLOMON,

TO

NEWBURGH COMMUNITY DEVELOPMENT
AGENCY.

Bond and Mortgage

Dated, June 28, 19 88

Amount, \$ 5,000.00

Due, 19

Int. Payable

The land affected by the within instrument lies
in the City of Newburgh,
Orange County, NY

Record and return to

COMMUNITY DEVELOPMENT
83 Broadway, City Hall
Newburgh, NY 12550
(914) 565-3691

RESOLUTION NO.: 102 - 2018

OF

APRIL 23, 2018

A RESOLUTION AUTHORIZING THE CITY MANAGER
TO EXECUTE A ONE MONTH EXTENSION TO THE AGREEMENT
WITH THE NEWBURGH MINISTRY, INC. TO CONTINUE A WARMING CENTER
AT 104 SOUTH LANDER STREET THROUGH APRIL 30, 2018

WHEREAS, by Resolution No. 331-2017 of November 27, 2017, the City Council of the City of Newburgh authorized the City Manager to enter into an agreement with The Newburgh Ministry, Inc. to establish an overnight warming center at 104 South Lander Street; and

WHEREAS, the term of the Agreement began on December 14, 2017 and expires on April 1, 2018; and

WHEREAS, the City recognizes the enormous beneficial impact that the Newburgh Ministry, Inc. and the operation of the warming center has had on the City of Newburgh by providing overnight shelter to homeless persons during the cold weather season; and

WHEREAS, due to the unusually cold weather extending into the month of April 2018, the City wishes to extend the term of the Agreement for one month until April 30, 2018, and this Council has reviewed the annexed extension agreement and finds that the extension of such Agreement is in the best interests of the City of Newburgh and its citizens;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to execute a one month extension agreement with the Newburgh Ministry, Inc. in substantially the same form as annexed hereto with other provisions as Corporation Counsel may require.

EXTENSION AGREEMENT

THIS EXTENSION AGREEMENT ("Extension"), made as of this ____ day of _____, 2018, by and between the City of Newburgh, a New York municipal corporation ("City") and Newburgh Ministry, Inc., a New York not-for-profit corporation, ("Newburgh Ministry").

WITNESSETH:

WHEREAS, on December 14, 2017, the City and the Newburgh Ministry executed an Agreement for the administration, operation, and management of an overnight warming center at the building located at 104 South Lander Street, Newburgh, New York; and

WHEREAS, the Agreement terminates on April 1, 2018; and

WHEREAS, the parties desire to extend the term of the Agreement for one month until April 30 2018:

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 3 of the Agreement shall terminate on April 30, 2018 ("Extension Term").
2. All other terms and conditions set forth in the Agreement shall remain in full force and effect during the Extension Term.

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

CITY OF NEWBURGH

THE NEWBURGH MINISTRY, INC.

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

By: _____
Name:
Its:

The City of Newburgh Office of the Corporation Counsel

City Hall – 83 Broadway
Newburgh, New York 12550

Michelle Kelson
Corporation Counsel

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

Jeremy Kaufman
Assistant Corporation Counsel

December 4, 2017

Mr. Colin Jarvis
The Newburgh Ministry, Inc.
9 Johnston Street
Newburgh, NY 12550

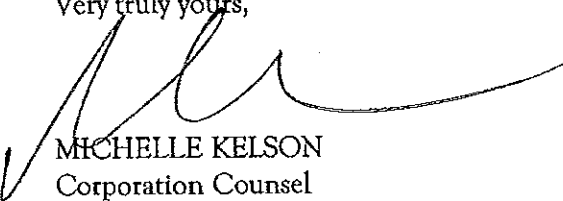
Re: Agreement for Warming Center at 104 South Lander Street

Dear Mr. Jarvis:

Pursuant to authority granted by the City Council by Resolution No. 331-2017 of November 27, 2017, a copy of which is enclosed, also enclosed is a fully executed copy of the Agreement in connection with the above matter.

By copy of this letter I am forwarding the original of same to the City Clerk for filing in her office.

Very truly yours,



MICHELLE KELSON
Corporation Counsel

MK/ar
Enclosure

Cc: Lorene Vitek, City Clerk (w/original)
Deirdre Glenn, Director of Planning & Development
Alexandra Church, City Planner

THIS AGREEMENT made this 14th day of December 2017 by and between The Newburgh Ministry, Inc., a not-for-profit corporation organized and existing under the laws of the State of New York, with an office located at 9 Johnston Street, Newburgh, New York 12550 and the City of Newburgh, a municipal corporation organized and existing under the laws of the State of New York with an office located at 83 Broadway, Newburgh, New York 12550

WITNESSETH

WHEREAS, The Newburgh Ministry, Inc. (the "Newburgh Ministry") presently provides overnight shelter to homeless individuals within the City of Newburgh; and

WHEREAS, the City of Newburgh (the "City") and the Newburgh Ministry recognize the need to provide additional overnight shelter to homeless individuals during the cold weather season; and

WHEREAS, the Newburgh Ministry and the City recognize the need to formalize their respective obligations in providing additional overnight shelter to homeless individuals during the cold weather season;

Now, therefore, be it agreed by and between the Newburgh Ministry and the City for the consideration named herein as follows:

1. Scope of Services: The Newburgh Ministry agrees to provide the following:
 - a. Two (2) paid part-time professional staff at the overnight shelter seven (7) days per week and at least one representative with authority over all activities present at all times in which the overnight shelter is open and operating
 - b. Volunteer training and coordination for additional support on nights and weekends
 - c. Equipment and supplies such as cots, sheets, blankets, paper and cleaning products and toiletries
 - d. Regular cleaning of the shelter
 - e. Food
 - f. Reimburse the City for the cost of heat and electricity during the operation of the overnight shelter during the term of the Agreement
2. Grant of License: The City hereby represents that it owns 104 South Lander Street in the City of Newburgh, and more accurately described as Section 48, Block 2, Lot 25 on the official tax map of the City of Newburgh, and that it has duly authorized this Agreement. The City hereby grants the Newburgh Ministry a revocable license for its employees and volunteers, upon the conditions hereinafter stated, the license or privilege of entering upon the City's property located at 104 South Lander Street, in the City of Newburgh, New York, and taking thereupon such equipment, supplies and other materials as may be necessary, for the purposes of providing overnight shelter to homeless individuals. The City shall provide the property in habitable condition and meeting the requirements for occupancy under applicable New York State and local building, property maintenance and fire prevention codes. It is understood and agreed that no vested right in said premises 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 premises prior to the granting of this license.

3. Term: The term of this Agreement shall commence upon execution by all parties to this Agreement and terminate on April 1, 2018. The term is not renewable.
4. Insurance: The Newburgh Ministry and the City each agree to maintain throughout the term of this Agreement General Liability and Property Damage Insurance which shall protect each party from claims for damages for personal injury including accidental death, as well as from claims for property damage, which may arise from the services provided under this Agreement. The amounts of such General Liability Insurance shall be in an amount of 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. Property Damage Insurance in an amount not less than \$50,000.00 for damage on account of all occurrences. The Newburgh Ministry shall maintain during the life of this Agreement such Workers' Compensation Insurance for its employees, volunteers or members to be assigned to the work hereunder as may be required by New York State Law. The parties agree to report to each other any accident or claim as soon as possible and not later than three (3) business days from the time of such accident or claim. The parties agree to make available to each other all employees who are witnesses or knowledgeable about any accident or claim as soon thereafter as possible.
5. Indemnity and Save Harmless Agreement: The Newburgh Ministry agrees to indemnify and save the City, its officers, agents and employees harmless from any liability imposed upon the City, its officers, agents and/or employees arising from the negligence, active or passive, of the Licensee. The City agrees to indemnify and save the Newburgh Ministry, its officers, agents and employees harmless from any liability imposed upon the Licensee, its officers, agents and/or employees arising from the negligence, active or passive, of the City. The parties acknowledge and agree that the provisions of this section are intended to survive termination of this Agreement.
6. Independent Contractor: It is expressly understood and agreed by the parties hereto that the Newburgh Ministry is an independent contractor and not an employee of the City and that any persons employed, retained or engaged by the Newburgh Ministry to perform the services authorized hereunder shall be employees of the Newburgh Ministry and not of the City. The Newburgh Ministry shall inform persons so employed, retained or engaged of these facts.
7. No Assignment or Sub-Licensing. This Agreement may not be assigned or sub-let to any other party.

8. New York Law. This Agreement shall be construed under New York law and any and all proceedings brought by either party arising out of or related to this Agreement shall be brought in the New York Supreme Court, Orange County.
9. Notices: Any and all notices and payments required hereunder shall be addressed as follows or to such other address as may hereafter be designated in writing by either party hereto:

TO: The Newburgh Ministry Inc.
Attn:

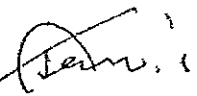
TO: City of Newburgh
Attn: City Manager
City Hall, 83 Broadway
Newburgh, New York 12550
(845) 569-7301

10. No Modification of Agreement. This Agreement may not be modified except by a writing subscribed by both parties to this Agreement.
11. Required Provisions of Law: Each and every provision of law and clause required by law to be inserted in this agreement shall be deemed to have been inserted herein. If any such provision is not inserted through mistake or otherwise, then upon the application of either party, this agreement shall be physically amended forthwith to make such insertion.
12. Severability: If any provision of this Agreement or the application of any provision to any person or circumstance is held or declared to be invalid unenforceable or illegal, the remainder of this Agreement and the remainder of such provision other than to the extent it is held invalid unenforceable or illegal will survive and not be invalidated by such holding or declaration.

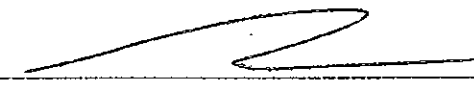
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IN WITNESS WHEREOF, the parties have caused this agreement to be executed on the day and year first above written.

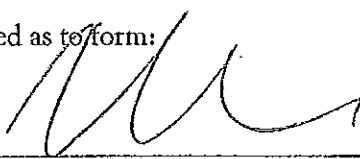
THE NEWBURGH MINISTRY, INC.

By:  _____

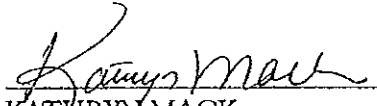
THE CITY OF NEWBURGH

By:  _____
MICHAEL G. CIARAVINO
City Manager
Per Resolution No.: 331-2017

Approved as to form:

 _____
MICHELLE KELSON
Corporation Counsel

Approved as to form:

 _____
KATHRYN MACK
City Comptroller

RESOLUTION NO.: 103 - 2018

OF

APRIL 23, 2018

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A
CO-SPONSORSHIP AGREEMENT WITH THE SMALL BUSINESS ADMINISTRATION
FOR SMALL BUSINESS DEVELOPMENT WORKSHOPS
TO BE HELD IN THE CITY OF NEWBURGH

WHEREAS, following a Community Needs Assessment and Federal Partners Tour organized by the New York Office of the U.S. Department of Housing and Urban Development, in December 2016, the Small Business Administration ("SBA") has completed plans to develop workforce training geared to assist entrepreneurial interest in new business development and skill in writing and managing business plans; and

WHEREAS, it is proposed that the workshops, entitled "Small Business Basics Workshops", be held at the Newburgh Free Library on weekday evenings monthly over the next several months; and

WHEREAS, the workshops will be widely advertised, the SBA and the Newburgh Free Library will cosponsor with the City and we will take registration for the classes; and

WHEREAS, the administration of the workshops requires an agreement between the City of Newburgh and the SBA, which agreement is annexed hereto; and

WHEREAS, the City Council has reviewed the agreement and finds that the execution of same is in the best interests of the City of Newburgh and its citizens;

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 an agreement with the U.S. Small Business Administration, in substantially the same form as annexed hereto and subject to such other terms and conditions as may be required by Counsel, to co-sponsor the "Small Business Basics Workshops in the City of Newburgh.

COSPONSORSHIP AGREEMENT

between

U.S. Small Business Administration
New York District Office

and

The City of Newburgh

Authorization No: 18-0202-74

1) Parties

This Cosponsorship Agreement ("Agreement") is between the U.S. Small Business Administration ("SBA") and the following Cosponsor(s) (individually a "Cosponsor" or collectively the "Cosponsors" or "Parties"):

- a) City of Newburgh
83 Broadway
Newburgh, NY 12550
Description of Cosponsor: Cosponsor is a local municipal government

2) Purpose

The purpose of this Agreement is to describe the rights and responsibilities of each Cosponsor regarding the activity described below pursuant to SBA's Cosponsorship Authority, section 132(a) of Division K in Public Law No. 108-447, as extended by the annual Appropriations Act, and 13 C.F.R. Part 106. The Agreement encompasses this document and all Attachments. The Cosponsor shall comply with all applicable laws and regulations in its performance under this Agreement. Except as properly amended, this Agreement is the final and complete agreement of the Cosponsors. It does not authorize the expenditure of any funds, other than by express terms of this Agreement nor does it create special consideration by SBA regarding any other matter. This Agreement shall not limit any Cosponsor from participating in similar activities or arrangements with other entities.

3) Cosponsored Activity

- a) Name of Activity: Small Business Basics Workshops
- b) Dates: April 2018 - December 2018
- c) Place: The Heritage Center, 123 Grand Street, City of Newburgh, NY (Additional locations to be identified)
- d) Estimated Number of Attendees: 100+
- e) Budgeted Expenses of Cosponsored Activity: \$0
- f) Summary of Activity: SBA and the City of Newburgh will jointly host and cosponsor a series of 2 hour workshops in English and Spanish designed to educate the community in order to assist, prepare and counsel them in their quest to become entrepreneurs, to culminate in an Expo (Attachment A).

4) Cosponsors' Responsibilities

The Cosponsors agree that each will do the following in support of the Cosponsored Activity:

- a) SBA will:

- Participate in the overall planning, marketing and execution of the cosponsored event
- Provide marketing guidelines for promotion, including flyers
- Recruit Speakers
- Assist on logistics following best practices
- Provide at least 2 people to assist during registration and logistics on the day of the event
- Provide opening remarks
- Take registration on the day of the event
- Have final approval of all cosponsored materials and activities

b) City of Newburgh will:

- Participate in the overall planning, marketing and execution of the cosponsored event.
- Assist in securing workshop location(s)
- Promote event
- Provide Security (the same security arrangements that applies for the building will be on call for the day of the event)
- Provide tables and chairs
- Sound System, Basic A/V audio amplification system, microphones, projections screen, projection cart, electrical cords and placement, slide projector, easels, if necessary

5) Budget

There are no anticipated expenses associated with conducting the Cosponsored Activity. Should unanticipated expenses for the cosponsored activity be incurred, the cosponsors will prepare an itemized budget to reflect such expenses and whether such expenses were met by cash or in-kind contributions.

6) Fiscal Agent and Fees

Section Intentionally Deleted

7) No Profit

Each Cosponsor agrees that it will not make a profit on this event.

8) Appropriate Recognition

Cosponsor will include appropriate recognition for SBA in all materials created for this activity. Each Cosponsor will be given appropriate recognition by SBA for Cosponsorship of the activity outlined in this Agreement, however such recognition does not constitute an express or implied endorsement by SBA of any of the opinions, products or services of any Cosponsor, its subsidiaries or its contractors. As such, all appropriate disclaimers and authorization numbers will be visible on all Cosponsored Materials. SBA has the right to determine what constitutes appropriate recognition, in its reasonable discretion.

9) Cosponsored Material

Cosponsored Material refers to all print and electronic materials used to promote the activity or material used during or as the Activity. This includes, but is not limited to, flyers, brochures, mailers, email promotions, web pages, promotional items, or any other physical, print or electronic item bearing SBA's name or logo. Cosponsors grant SBA a perpetual, irrevocable, non-exclusive, worldwide, royalty-free license to use and to create derivative works of any material developed for the Cosponsorship outlined in this Agreement.

10) Use of SBA Logo

Each Cosponsor agrees to use its name and logo in connection with SBA's name and logo on Cosponsored Materials or in factual publicity only for the Cosponsored Activity as outlined in this Agreement. Factual publicity includes dates, times, locations, purposes, agendas, fees and speakers involved with the activity. Any materials (print or electronic) bearing SBA's logo must include the appropriate disclaimers as outlined in the "Disclaimers" paragraph and be approved in advance by SBA's Responsible Program Official. Cosponsors are not permitted to use SBA's name or logo for commercial purposes, such as advertising a product or service.

11) Licenses

SBA will possess an irrevocable, non-exclusive, worldwide, royalty-free license to use any materials developed for the Cosponsored Activity outlined in this Agreement. City of Newburgh will be responsible for obtaining all rights, fees and clearances, if necessary, for the purpose of SBA's license. Should SBA decide to use Cosponsored Material that contains copyrighted material after the term of this Agreement, SBA will remove City of Newburgh's logo but retain a copyright notice.

12) Political Speech

It is SBA's policy that public officials or candidates for public office (including their staff), whether a direct Cosponsor or invitee of a Cosponsor, be informed by the SBA that they may not include political comment as part of their participation. Political comment includes speech or remarks designed to facilitate, or be directed toward, the success or failure of a political party, candidate for public office, or political group.

13) Website and Online Registrations

The Cosponsors will create an online registration located at <https://www.cityofnewburgh-ny.gov/> to provide registration and workshop details. Cosponsors agree there will be no commercial advertisements or commercial promotions of any kind, including its own products or services, displayed on this Cosponsored Site. All online activities will be accessible to persons with disabilities. Online registration will only include the questions necessary to attend the event. Affirmative opt-in is required for future communication to registrants/attendees.

14) Disclaimers

All Cosponsored Materials, print or electronic, must be approved in advance by SBA's Responsible Program Official listed in this Agreement and contain the following statement(s):

- a) Cosponsorship Authorization # 18-0202-74. SBA's participation in this Cosponsored Activity is not an endorsement of the views, opinions, products or services of any Cosponsor or other person or entity. All SBA programs and services are extended to the public on a nondiscriminatory basis.
- b) Reasonable arrangements for persons with disabilities will be made if requested at least two weeks in advance. Contact: Ellen Fillo, (845) 569-7386.
- c) This website is provided as a public service under Cosponsorship Authorization # 18-0202-74. It is not an official U.S. government website and may contain links to non-U.S. government information. Inclusion of such links does not constitute or imply an endorsement by SBA. SBA is not responsible for the content, accuracy, relevance, timeliness or completeness of linked information. Please use caution when considering a product, service or opinion offered by a linked website.

15) Responsible Program Official

The SBA Responsible Program Official for this Cosponsored Activity is John Mallano, Deputy District Director, New York District Office.

16) Points of Contact

The respective Points of Contact for this Cosponsored Activity will be Ellen J. Fillo, (845) 569-7386, efillo@cityofnewburgh-ny.gov for City Of Newburgh and Sylvia Rivera, (212) 264-0996, Sylvia.Rivera@sba.gov for SBA. These individuals will facilitate contact between the Cosponsors to plan, organize and execute the Activity contemplated in this Agreement.

17) Additional Cosponsors

The Cosponsors agree that other entities may join this Agreement as Additional Cosponsors to help plan, market and participate in the Activity. The Cosponsors agree that Additional Cosponsors may join this Agreement upon execution of a Joinder Agreement. The Cosponsors agree that SBA may execute all Joinder Agreements with additional Cosponsors on behalf of all Cosponsors.

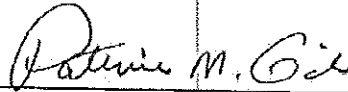
18) Term, Amendment and Termination

This Agreement will take effect upon signature of all Cosponsors and will remain in effect through December 31, 2018. This Agreement can only be amended in writing. Any Cosponsor may terminate its participation in the activity upon 30 calendar days advance written notice to the other Cosponsors. Termination by one cosponsor will not affect continued participation by remaining cosponsors. Such termination will not require changes to materials already produced, and will not entitle the terminating cosponsor to a return of funds or property contributed.

19) Signature

Each of the persons signing this Agreement represents that he/she has the authority to enter into this Agreement on behalf of the entity involved. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

SBA:



4-12-18

Patricia M. Gibson

Date

Associate Administrator, Communications and Public Liaison

City of Newburgh:

Michael G. Ciaravino
City Manager

Date

Attachment A – Draft Agenda & Topics

Small Business Basics Series Workshops

Mature Entrepreneur: Starting a Business at 50+
Alternative Lending for Startups
SBA's Programs and Services
Credit and Financial Literacy and Other Topics

April 2018
May 2018
June 2018
TBD

- 11:00 – 11:10 Registration and Welcome Remarks by City of Newburgh & SBA
- 11:10 – 12:30 Workshop: The Encore Entrepreneur
Starting a Business at 50+
Sylvia Rivera, SBA Economic Development Specialist
Or Guest Presenter
- 12:30 - 1:00 Questions and Answers

RESOLUTION NO.: 104 - 2018

OF

APRIL 23, 2018

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A PAYMENT
OF CLAIM WITH ASTOR SERVICES FOR CHILDREN AND FAMILY
IN THE AMOUNT OF \$5,247.41

WHEREAS, Astor Services for Children and Family brought a claim against the City of Newburgh; and

WHEREAS, the parties have reached an agreement for the payment of the claim in the amount of Five Thousand Two Hundred Forty-Seven and 41/100 Dollars (\$5,247.41) in exchange for a release to resolve all claims among them; and

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

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the City Manager is hereby authorized to settle the claim of Astor Services for Children and Family in the total amount of Five Thousand Two Hundred Forty-Seven and 41/100 Dollars (\$5,247.41) and that the City Manager be and he hereby is authorized to execute documents as the Corporation Counsel may require to effectuate the settlement as herein described.

TABLED

RESOLUTION NO.: 105 - 2018

OF

APRIL 23, 2018

A RESOLUTION TO RENAME THE NEWBURGH ILLUMINATED FESTIVAL
AS THE MAYOR JUDY KENNEDY NEWBURGH ILLUMINATED FESTIVAL

WHEREAS, the Newburgh Illuminated Festival will be held on June 2, 2018; and

WHEREAS, the Newburgh Illuminated Festival is an event designed to celebrate the rich history of the City, its cultural diversity and the residents that reside here, thus resulting in increased tourism, increased business support and positive regional perception; and

WHEREAS, Mayor Judy Kennedy was instrumental in establishing, organizing, and promoting the Newburgh Illuminated Festival; and

WHEREAS, due to the tragic and untimely passing of Mayor Kennedy, this City Council finds that renaming the Newburgh Illuminated Festival in Mayor Kennedy's honor is a fitting and appropriate memorial to her love and dedication to the revitalization of the City of Newburgh;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York hereby renames the Newburgh Illuminated Festival as the Mayor Judy Kennedy Newburgh Illuminated Festival.

RESOLUTION NO. 106 - 2018

OF

APRIL 23, 2018

A RESOLUTION TO FILL A VACANCY IN THE OFFICE OF COUNCIL
OF THE CITY OF NEWBURGH

WHEREAS, the resignation of Torrance Harvey has created a vacancy in the office of Council; and

WHEREAS, Section C3.22(A) of the City Charter states that "[a]ny vacancy in elective office occurring from any cause other than expiration of term shall be temporarily filled by appointment of Council"; and

WHEREAS, this Council finds that it is in the best interests of the City of Newburgh to appoint Anthony Grice to the office of Council of the City of Newburgh;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Newburgh that Anthony Grice is hereby appointed to the office of Council of the City of Newburgh until the first day of January next following the next general election.