

A regular meeting of the City Council of the City of Newburgh was held on Monday, July 13, 2020 at 7:00 p.m. via a Zoom Digital Platform.

Moment of Silence / Momento de Silencio

Mayor Harvey asked for a Moment of Silence followed by the Pledge of Allegiance.

Pledge of Allegiance/ Juramento a la Alianza

Roll Call/ Lista de Asistencia

Present: Mayor Harvey, presiding; Councilman Grice, Councilwoman Mejia, Councilwoman Monteverde, Councilman Shakur, Councilman Sklarz - 6

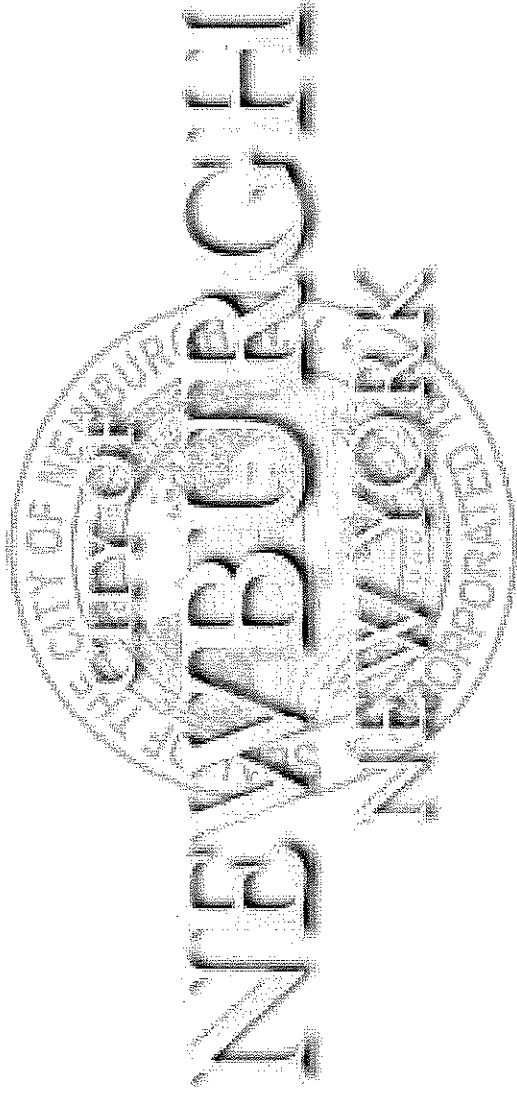
Absent: Councilwoman Sofokles - 1

COMMUNICATIONS

Approval of the Minutes of the Special City Council Meeting on June 22, 2020

**Councilman Sklarz moved and Councilman Grice seconded.
Ayes: Grice, Mejia, Monteverde, Shakur, Sklarz, Harvey - 6
Carried**

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



City Manager's Update

Newburgh City Council Meeting

Monday, July 13, 2020

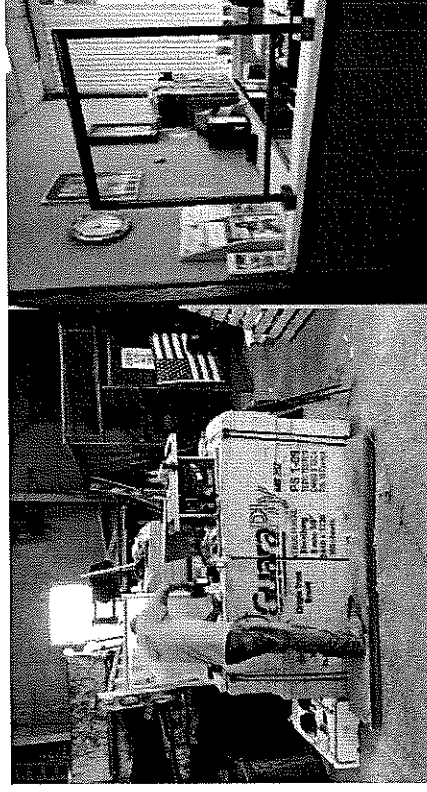
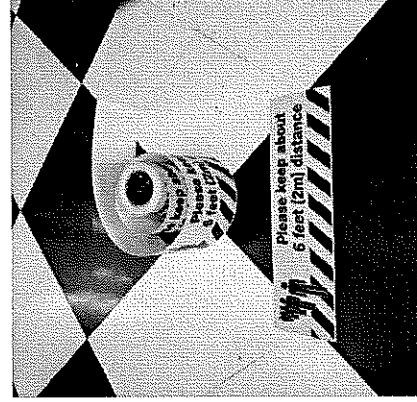
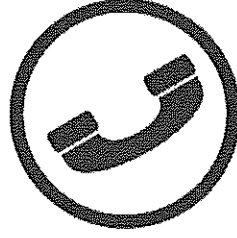
Reopening City Buildings

City Hall Opened Today

- Limited capacity
- Visitors must wear a mask
- Lines should form using the tensor barrier guides

Access by Appointment Only

- Police: 845-561-3131
- Fire: 845-562-1212
- Water: 845-565-3356



Thunderstorm Wednesday, July 8



CITY OF NEWBURGH

Office of the City Manager
300 Hudson Street, Newburgh, New York 12550
(845) 567-2100 or (845) 567-1100
www.cityofnewburgh.org

Joseph L. Ponder, City Manager

DECLARATION OF DISASTER EMERGENCY

Pursuant to Section 24 of the New York Executive Law, and in accordance with the Code and Charter of the City of Newburgh, New York, I, Joseph L. Ponder, City Manager of the City of Newburgh, New York, do hereby declare a city-wide disaster emergency as a result of severe flooding that began on Wednesday, July 8, 2021 in the City of Newburgh.

WHEREAS, this action is being taken in order to ensure the safety of the disaster and to protect the health, safety and welfare of affected residents in the City of Newburgh, and

WHEREAS, all necessary emergency management measures are being implemented to safeguard the health, safety and welfare of every person in the City of Newburgh and

WHEREAS, I hereby direct all departments and agencies of the City of Newburgh to take whatever steps necessary to alleviate the effects of the disaster, protect life and property, provide information, and provide such emergency assistance as deemed necessary to this disaster and

NOTICE: FURTHERMORE, pursuant to the applicable laws and State Law, I, Joseph L. Ponder, City Manager of the City of Newburgh, New York, do hereby declare the existence of a disaster emergency in the City of Newburgh, to take effect immediately.

Witness my hand and the seal of the City of Newburgh, New York,

Joseph L. Ponder
City Manager, City of Newburgh, NY

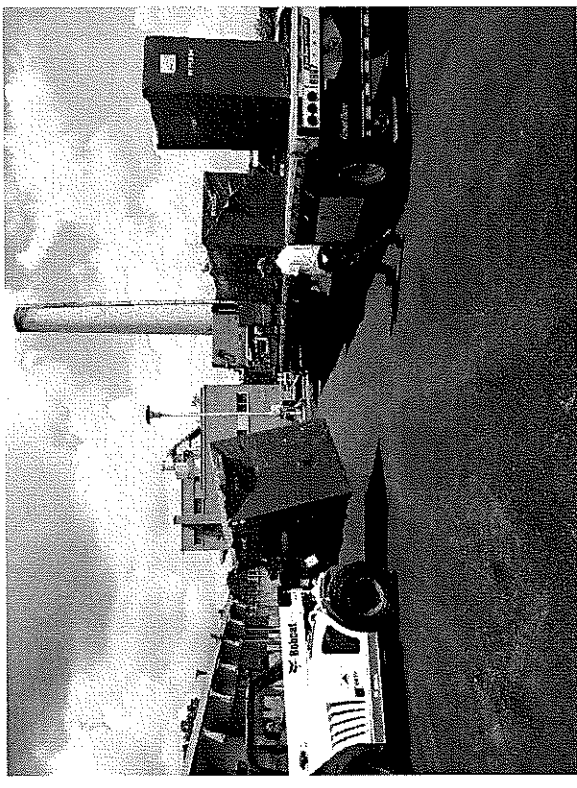
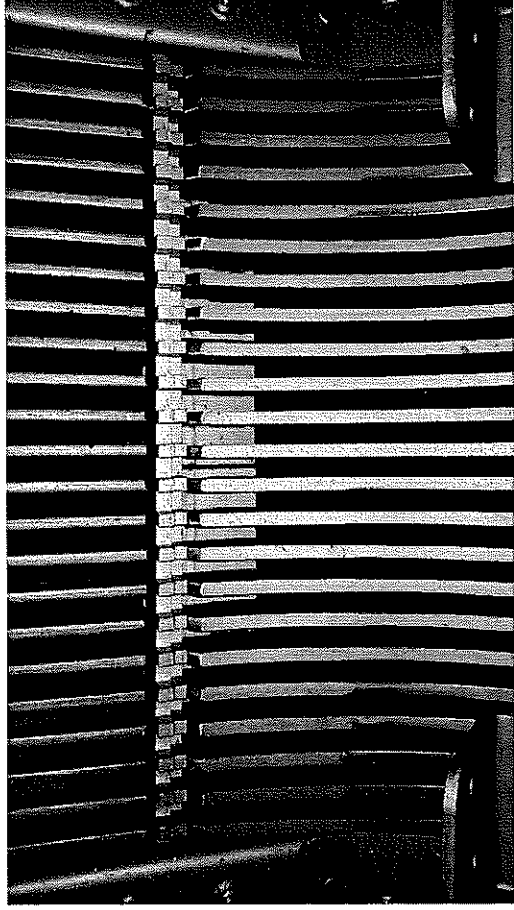
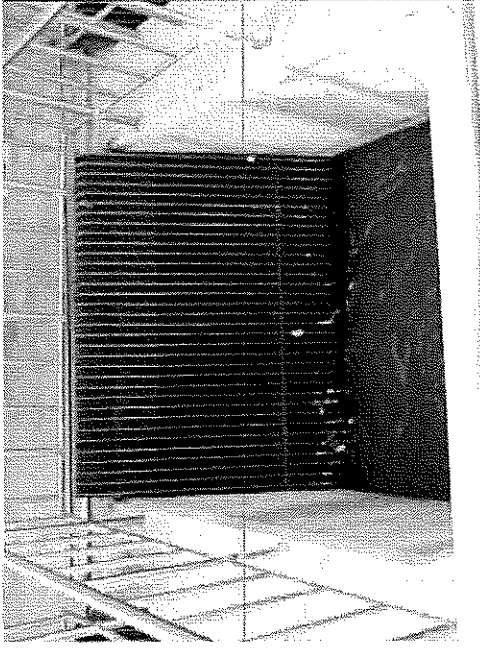
CC: Mayor Vincent E. Harvey
Commissioner Vincent Grillo
City Engineer Vincent Grillo
Councilmember Patricia Montemoreale
Councilmember Robert Miller
Councilmember Robert Miller
Councilmember Robert Miller

Bar Screens – Wastewater Services Contract with Inframark

Mechanical filter screens used to filter wastewater

These devices remove large objects such as pieces of plastic and rags

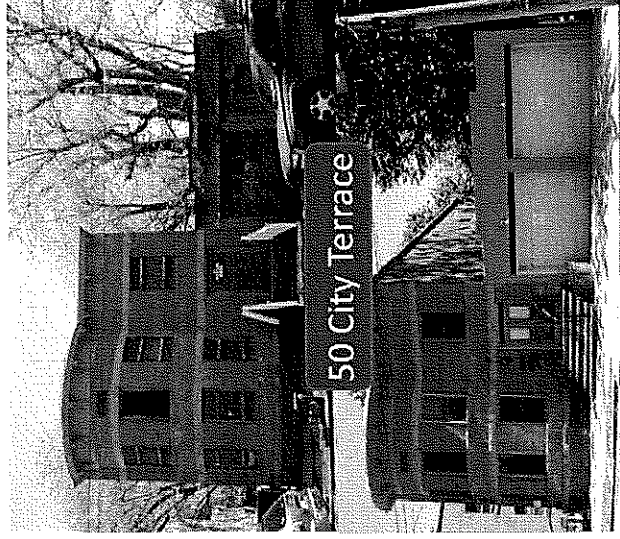
Are part of the first steps in filtration



Planning & Development

Release of Restrictive Covenants

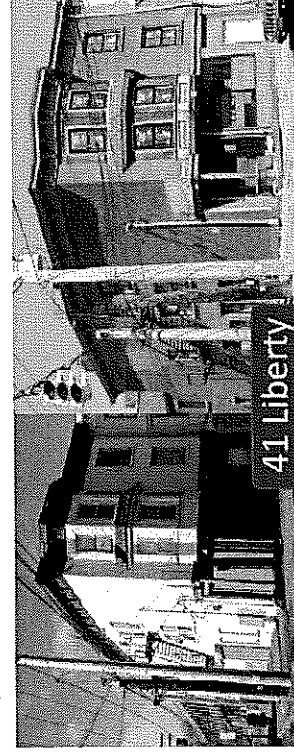
104 Renwick Street
50 City Terrace
24 Lander Street
121 William Street



Extension of Time to Rehabilitate

41 Liberty

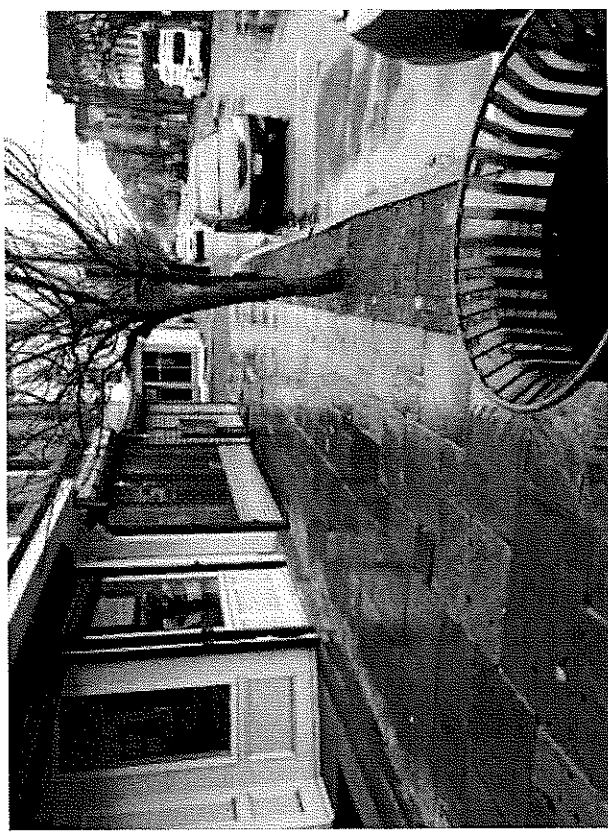
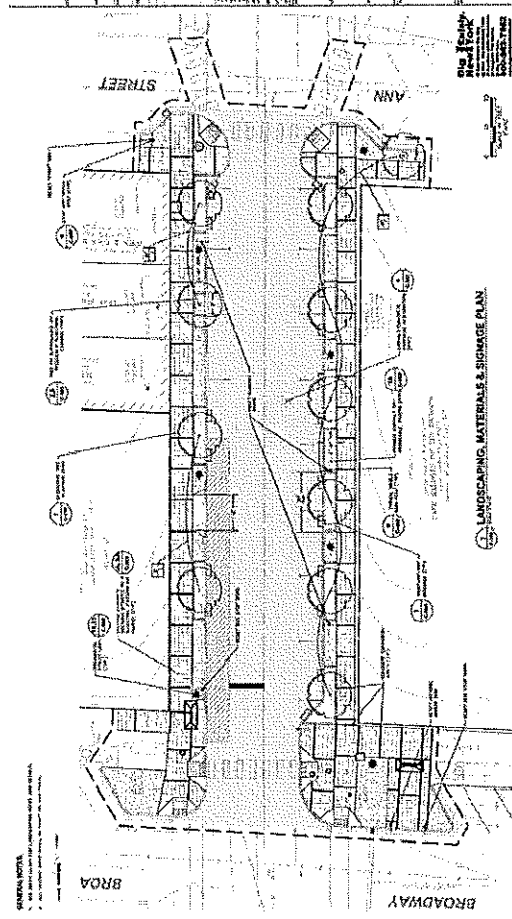
182 Broadway
185 Broadway
63 Carson Avenue
66 Carson Avenue
234 & 236 First Street



Liberty Street Streetscape & Sidewalk Improvements

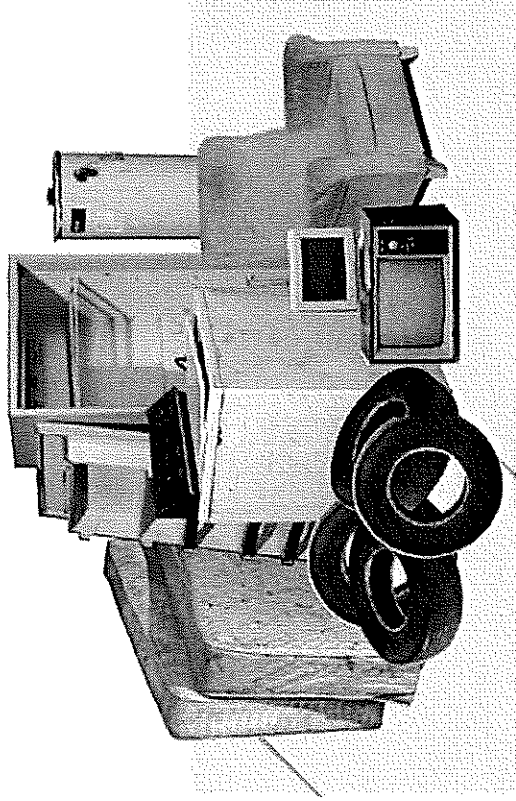
Replacement of sidewalks between
Broadway & Ann Street

Contract to be awarded to Consorti
Brothers who completed the ADA curb
work on Liberty & Grand last year.



Bulk Pick Up

- Call DPW to schedule a pickup 845-565-3297
- Payment must be made prior to pickup
- Pay by cash or check only at DPW office



www.cityofnewburgh-ny.gov/public-works/pages/bulk-items-and-yard-waste-pick-up

5-Year Paving Plan

2020

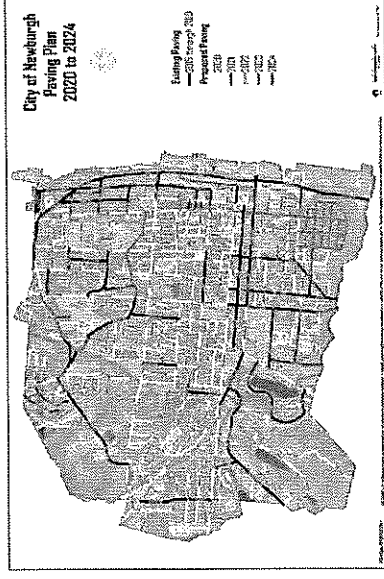
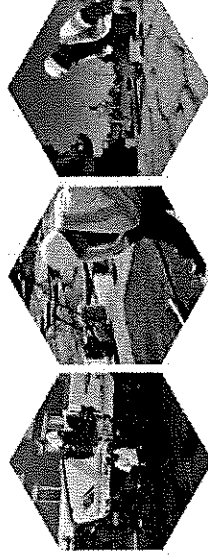
*Grand Street (Washington to Clinton)
Liberty (Broadway to South)
Colden (Washington to Renwick)*

**CURRENT PLAN: 2020-
2024**

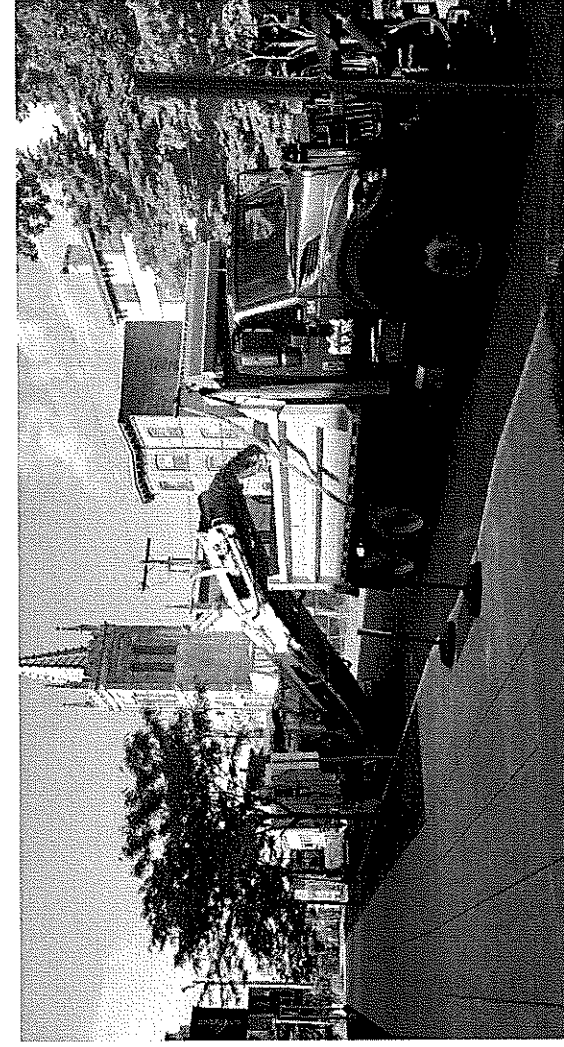
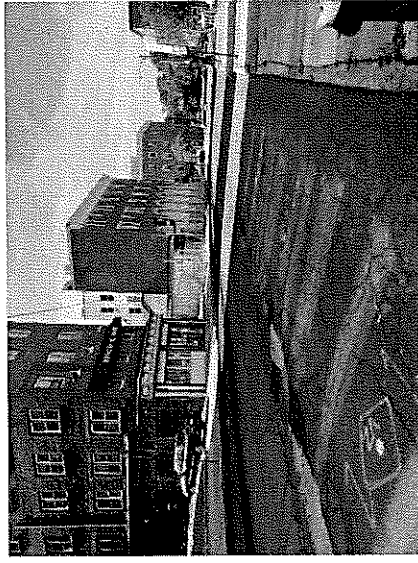
12.29 miles (25.58 lane miles)
Nearly 50 streets total

PAST PLAN: 2015-2019

8.99 miles (17.98 lane miles)

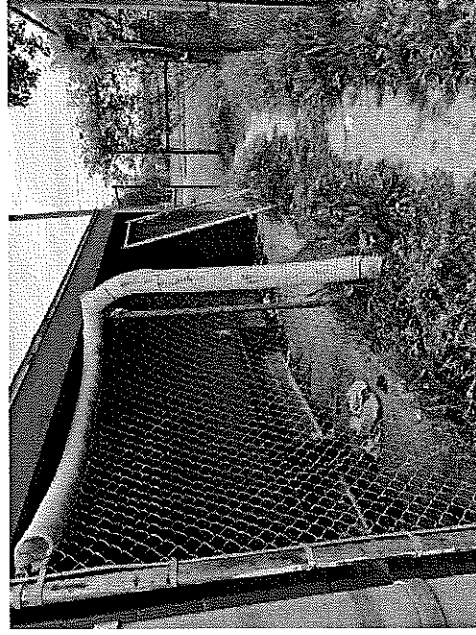
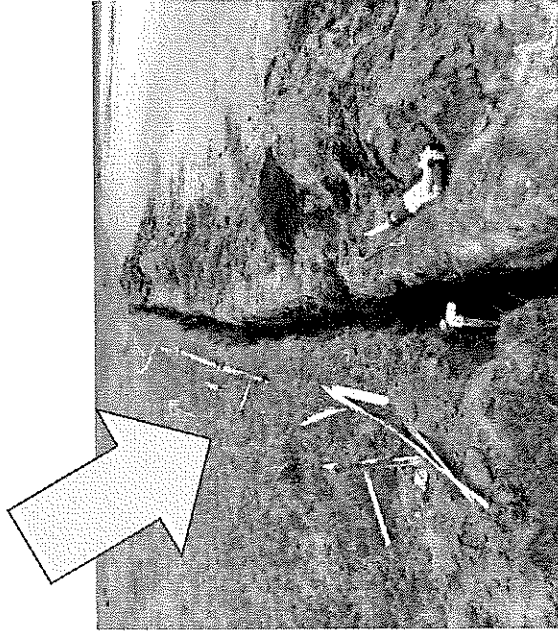
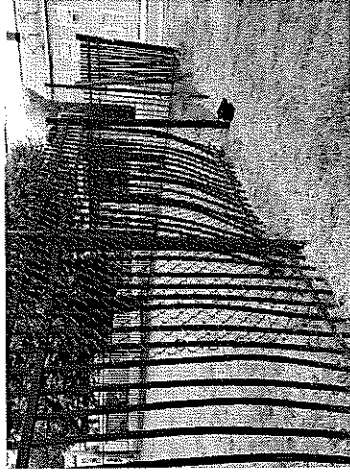
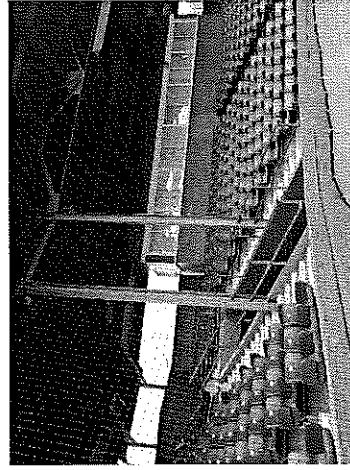


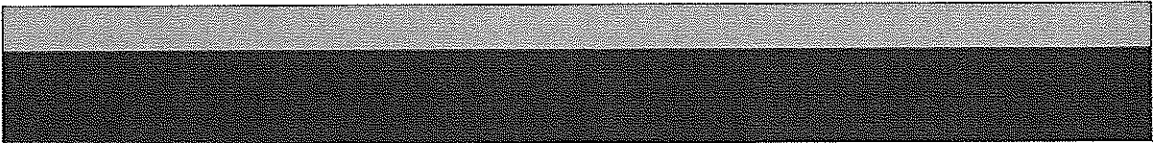
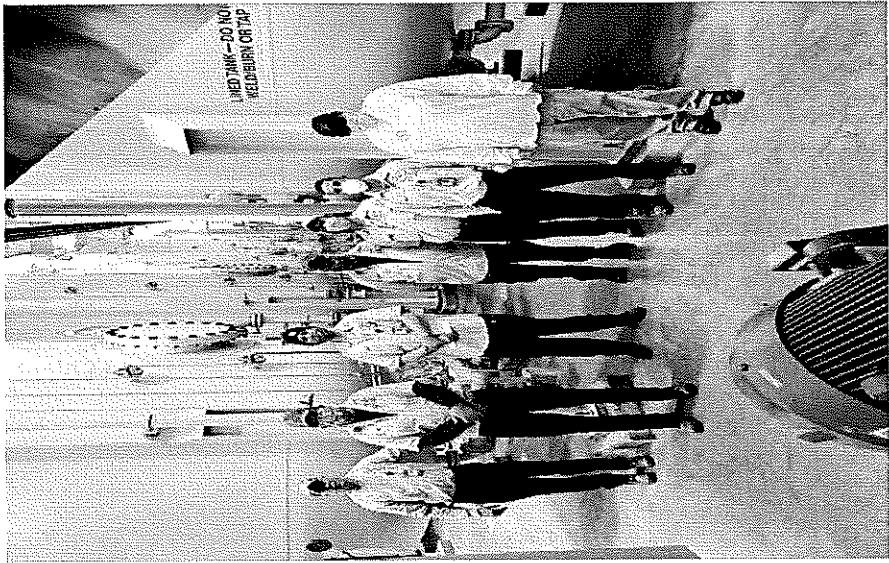
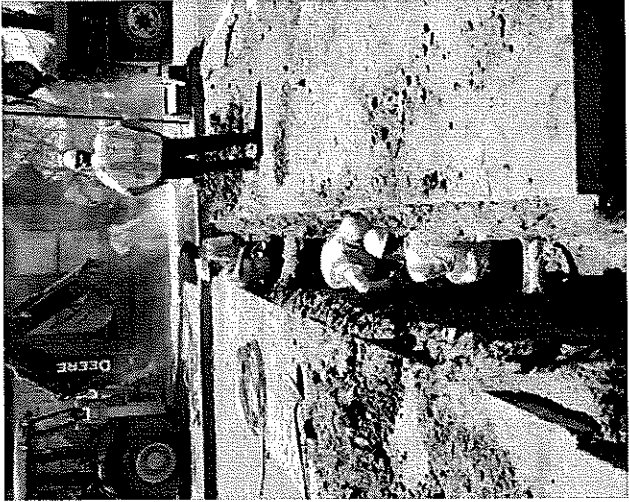
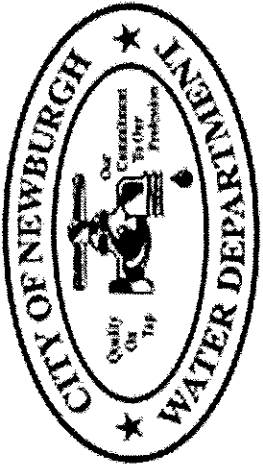
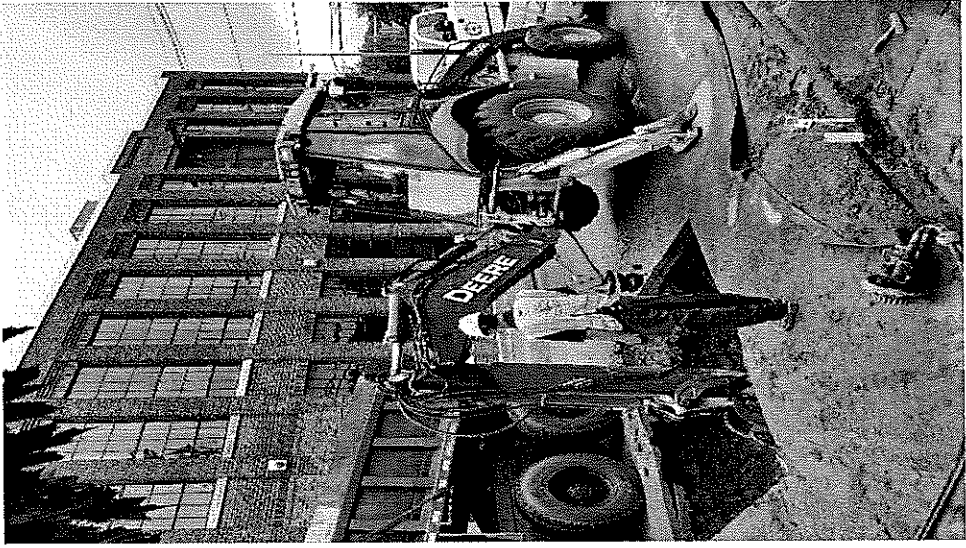
Milling Begins

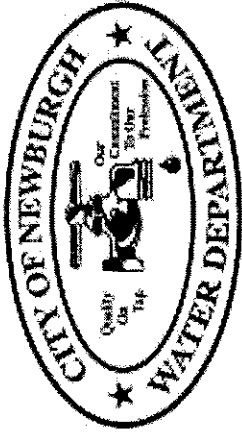
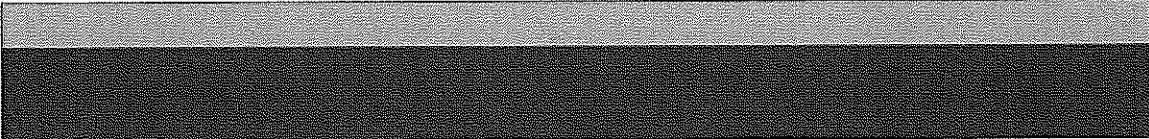


Delano-Hitch Stadium

Irrigation system work began last week





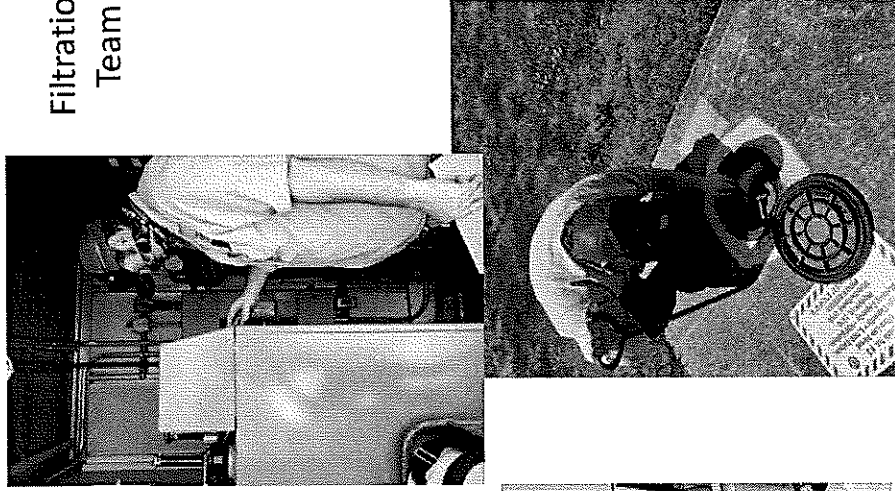


Water Department

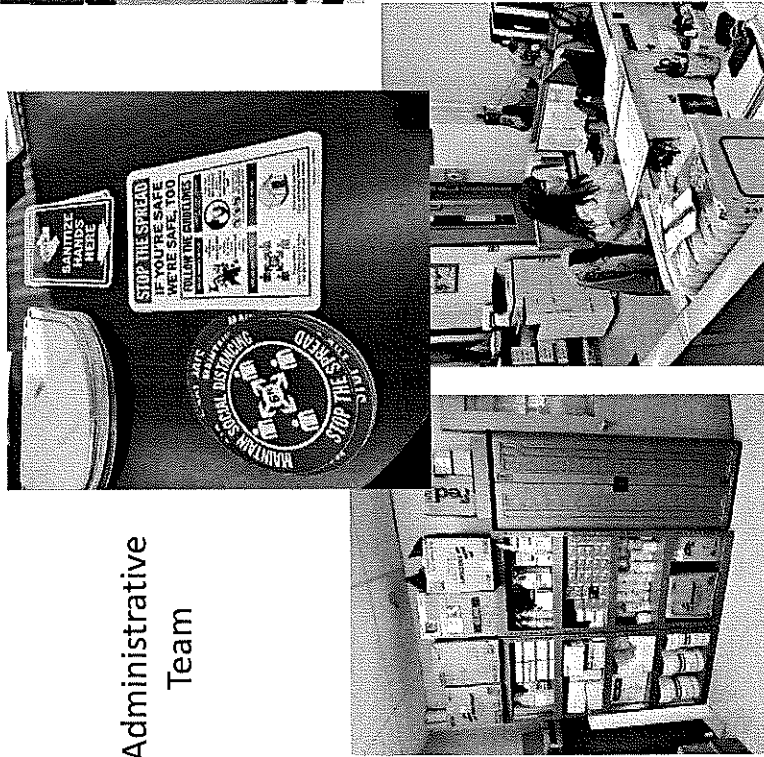
Ponds & Reservoirs Team



Filtration Team

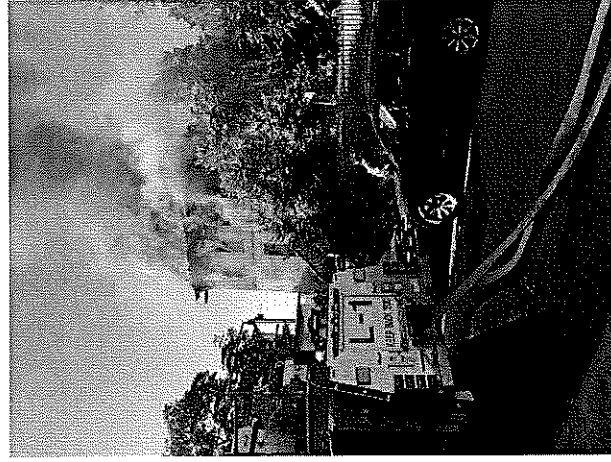


Administrative Team



Blaze on 1st Street

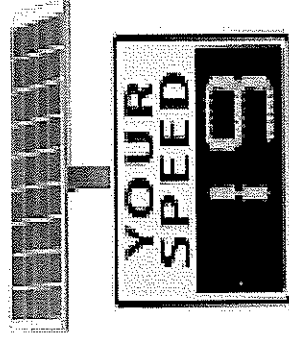
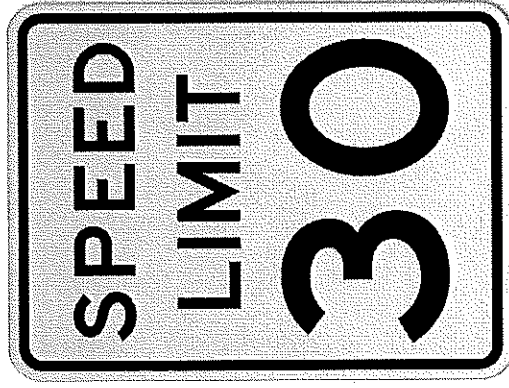
Wednesday 6/17/2020, 7:30am
197 1st Street



Photos: Times Herald-Record & City of Newburgh Firefighters

Speeding is Illegal

City speed limit is 30 mph
Zones with reduced speed limits of 15 mph near
schools and the hospital



Signage on City Streets

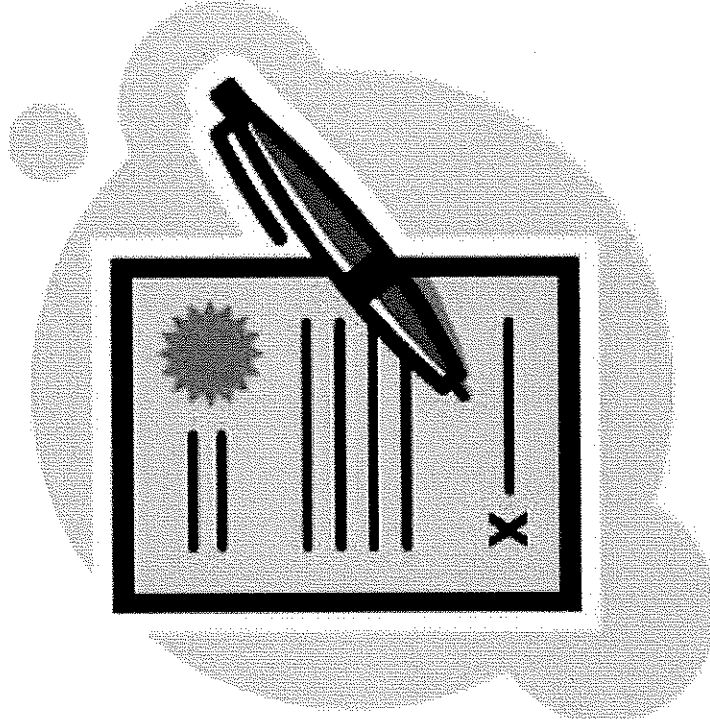
It is important that the installation of signs follow the process established by the City.

- An application must be submitted to Code Compliance
- May require Land Use Boards approval
- Will require property owner approval
- Penalties for non-compliance range from \$250 to \$500

Permits must be applied for and approved prior to sign installation

Find the application on the City website's Code Compliance webpage

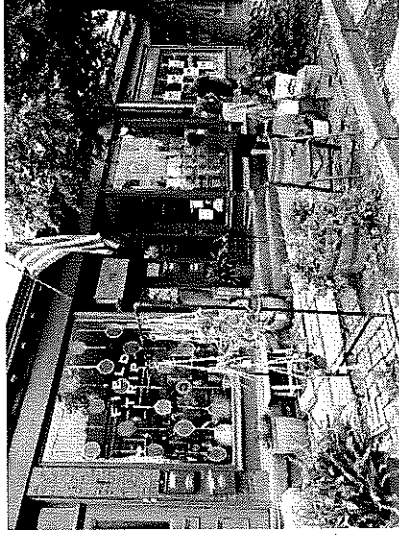
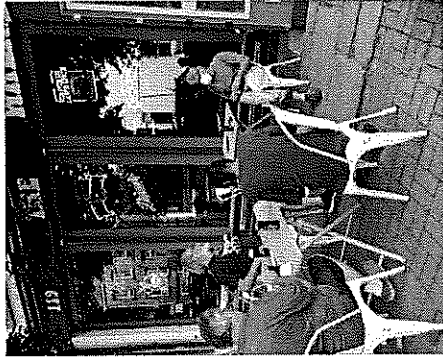
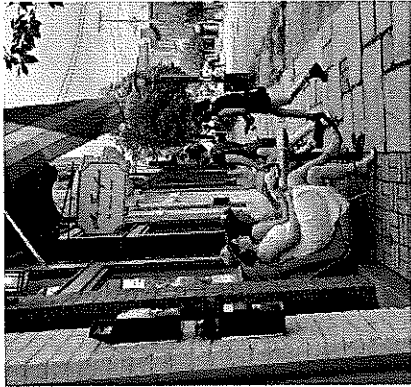
www.cityofnewburgh-nv.gov/building-code-enforcement



A central graphic with the words "SUMMER FUN!" in large, bold, stylized letters. The word "FUN!" is written inside a dark, rounded shape. The background features a starburst pattern. Surrounding the central text are several black-and-white illustrations of summer-themed objects: a beach ball at the top left, a pair of flip-flops at the top right, a pair of sunglasses at the bottom left, a beach chair at the bottom right, a beach umbrella at the middle left, and a beach towel at the middle right. There are also small circles representing bubbles or sand scattered around the main elements.

Stay tuned for more!

Liberty Street in Action



Event Permits

Expand access for socially distant outdoor events.

Businesses may apply to host events in front of their establishments, and/or in conjunction with nearby businesses.

Block party applications must provide side map and written proposal detailing event.

- Comply with Chapter 110 of the City Code of Ordinances
- Conform with NYS Reopening guidelines
- Signs are to be posted along the block and on car windshields

Read more on the City website

<https://www.cityofnewburgh-nv.gov/home/news/summer-events-in-the-city-of-newburgh>

THE CITY OF NEWBURGH
PERMIT APPLICATION
 Newburgh, NY 12550
 Telephone: 845.338.7211
 Fax: 845.338.7246

1. Check boxes applicable: ☐ Special Event ☐ Block Party ☐ Socially Distant Outdoor Event
 Check one all that apply: ☐ Open to public ☐ Closed to public ☐ Other: _____

2. NAME OF ORGANIZATION: _____ DATE OF PERMIT SUBMISSION: _____

3. TYPE OF EVENT: _____

4. ADDRESS: _____

5. NAME OF OFFICER OR DIRECTOR: _____

6. CONTACT PERSON: _____

7. TITLE: _____

8. ADDRESS: _____

9. TELEPHONE: _____

10. EMAIL: _____

11. REASON FOR PERMIT: _____

12. LOCATION (Street): _____

13. DATE OF SUBMISSION: _____

Special Events!

Police-Community Relations & Review Board

Meets 4th Wednesday of each month at 7pm

Submit a letter of interest and resume to:

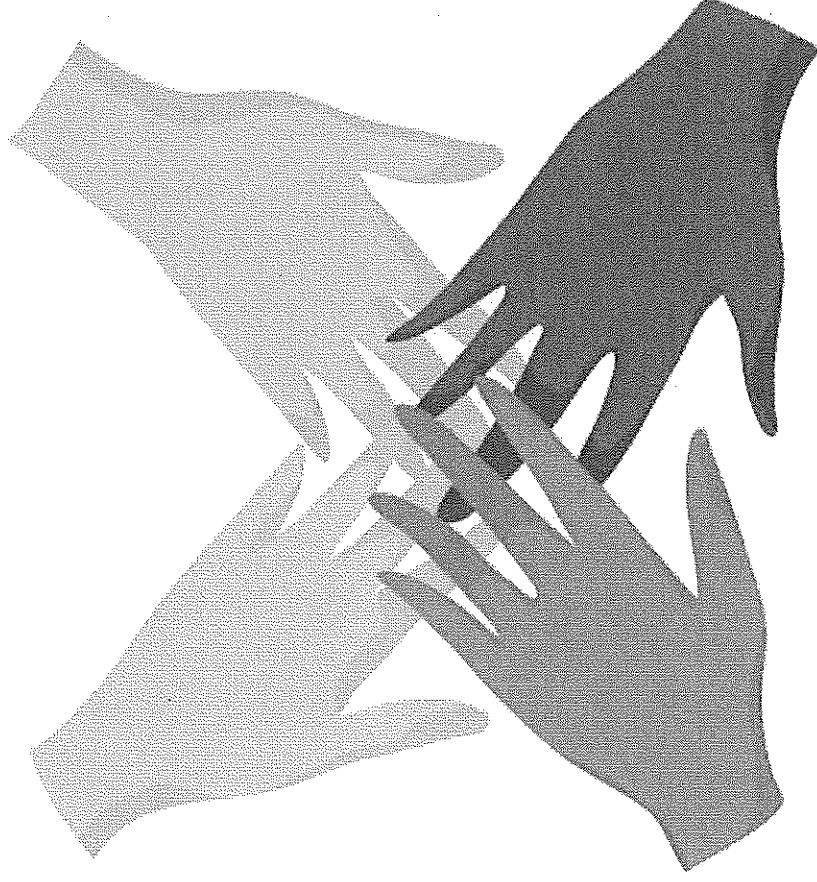
Eliana Diaz

Executive Assistant to City Manager

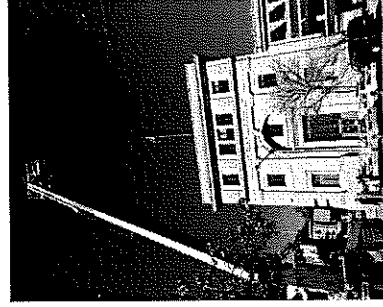
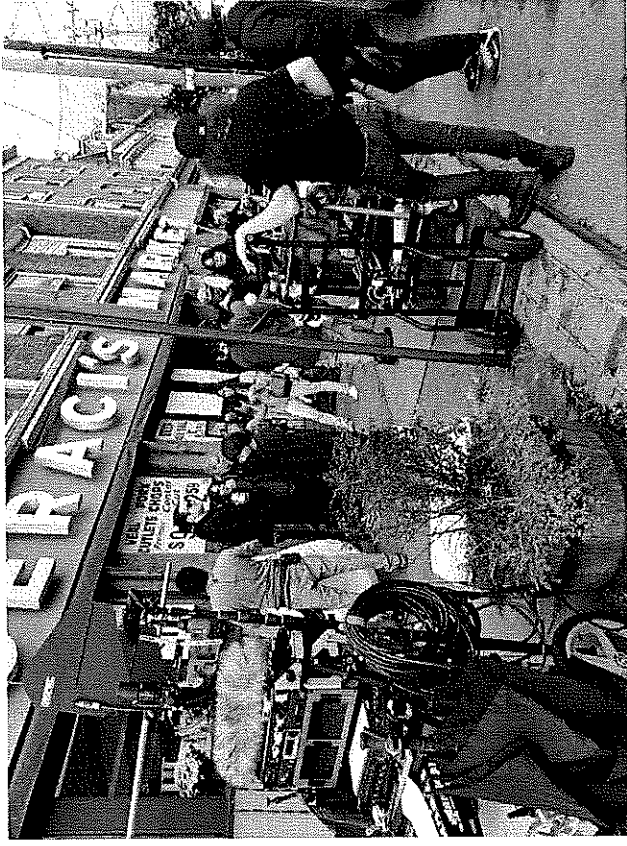
ediaz@cityofnewburgh-ny.gov

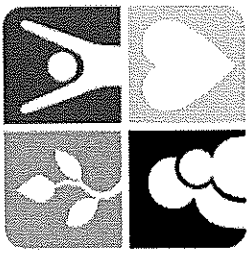
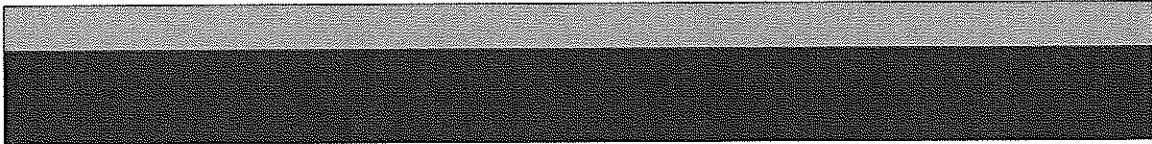
Find details on the City website Boards
webpage:

www.cityofnewburgh-ny.gov/boards



Big Dogs Series





Food Availability

**NEWBURGH ARMORY UNITY
CENTER**

Wednesday afternoons

ST. MARY'S CHURCH

GIVING DAY

Friday 7/17/2020

Friday 8/21/2020

9am-12pm

**FIND A LOCAL FOOD PANTRY
LIST ON THE CITY WEBSITE**

www.cityofnewburgh-ny.gov/coronavirus



RESTORATION ADVISORY COMMITTEE VIRTUAL MEETING NOTICE

for Stewart Air National Guard Base

**Wednesday, July 29, 2020
6:00 pm**

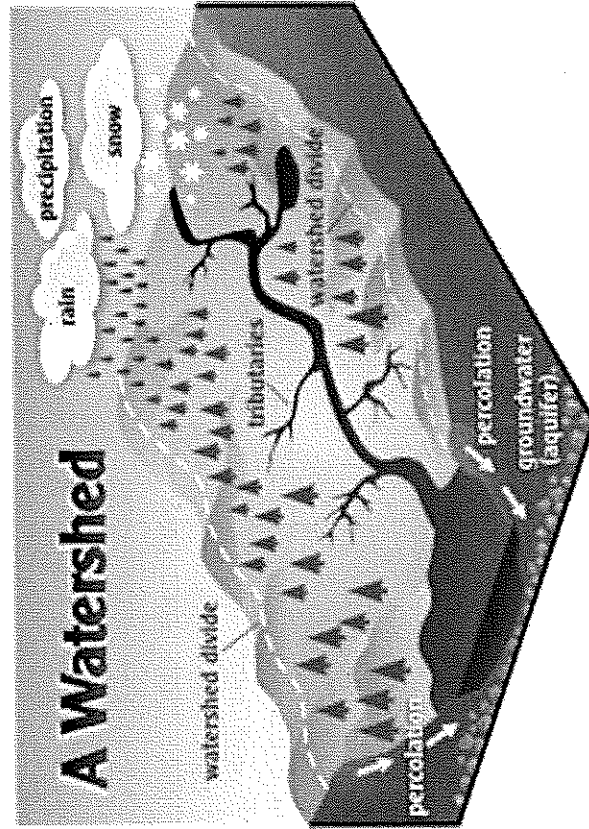
Meeting Registration Link

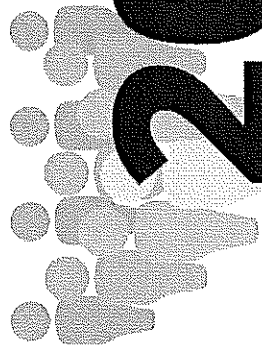
<https://attendee.gotowebinar.com/register/8582434131518143502>

The Restoration Advisory Committee for Stewart Air National Guard Base will hold a meeting on July 29, 2020. The meeting will be held virtually. Meetings are open to the public and community members are encouraged to attend. Use the link above to register for the meeting and receive your unique access link and call-in information.

For more information, please call 845-563-2075.

Restoration Advisory Committee Meeting





2020 CENSUS

YOUR COMMUNITY IS COUNTING ON YOU

New York Self-Response Rate
57.5%

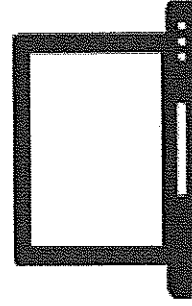
Newburgh Self-Response Rate
38.7%

(as of July 10)

English - 844-330-2020

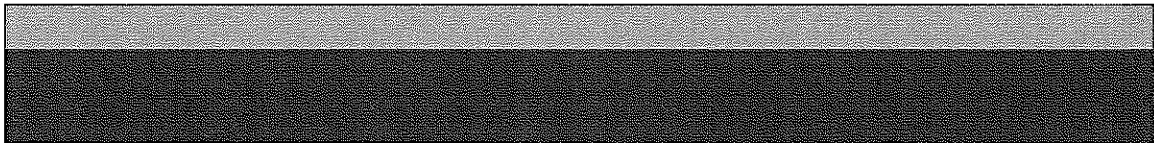
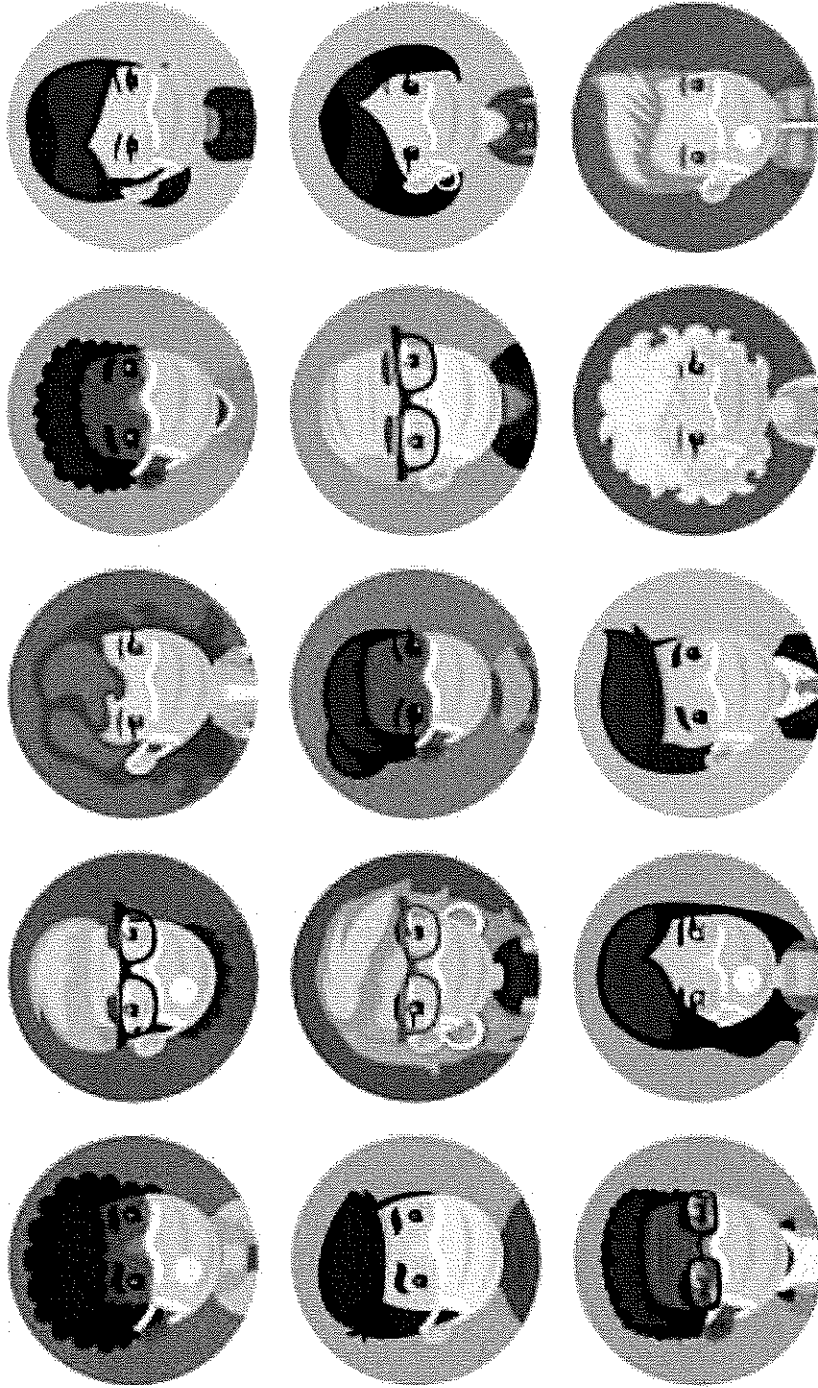
Spanish - 844-468-2020

Haitian Creole – 844-477-2020



Online By Phone By Mail

Wear a Mask!



PUBLIC HEARING

Mayor Harvey called for a Public Hearing that was advertised for this meeting to receive comments from the public concerning a proposed Local Law enacting Section 80-3 entitled "Police Identification".

Shannon Wong, Chapter Director with the Hudson Valley New York Civil Liberties Union said she lives in Orange County. The New York Civil Liberties Union is the New York State affiliate of the American Civil Liberties Union which is a non-profit, non-partisan organization with fifteen thousand members and supporters here in the Hudson Valley. Our mission is to defend and promote civil liberties and civil rights with particular attention paid to the pervasive and persistent harms of racism. She urged the City Council to bring transparency and accountability to their police force by supporting the Police Identification Policy which is a small and reasonable step on a moment that requires systemic change and transformation. A Police ID Policy will require Officers to identify themselves at the start of a law enforcement encounter and provide an explanation as to why that encounter is taking place and at the end to provide a business card. As you have seen, thousands have marched in the streets here and throughout this Country as people are demanding change. We ask you to pass this Policy because something must be done right now and we must continue to undo the harms caused by structural and historic racism. The tragic deaths of George Floyd, Breonna Taylor and Maurice Gordon from Poughkeepsie have ignited cause for police accountability and surge as a tragic demonstration of how a simple police civilian encounter has the potential to escalate into situations involving the use of deadly force. After years of aggressive and selective enforcement practices that have driven a wedge between police and communities of color, New Yorkers and the Hudson Valley are demanding a different approach to safety. We are not alone in calling for this reform and in order to identify solutions to restore trust and heal the rifts between police and the communities, President Obama's Task Force on 21st Century Policing met with people across the Country and their final recommendation was a Police ID Policy. This endorsement solidifies what we already know that the Police ID Policy is neither radical nor dangerous. It's simply good policing. Newburgh has the opportunity to begin to change the culture of policing and rebuild trust between the community and the police. Even something as simple as asking for an Officers name can feel too daunting a request to make given the stark power imbalances in an encounter. It is impossible to maintain trust between the police department and the community when you are lacking that information. This Bill would change those encounters and reduce the possibility of escalation. Similar legislation has been adopted in Albany and Kingston and is about to pass in the City of Poughkeepsie. The Federal Department of Justice has also required the Police Departments of New Orleans and Puerto Rico to adopt similar policies. An Identification Policy does not impose a substantial burden on officers above and beyond what many police officers are already required to do upon a request, however, it does eliminate tension and a potential for escalation in police civilian encounters. Too often citizens are afraid to ask for identifying information out of concern for potential retaliation. Encounters like this can quickly escalate transforming routine interactions into dangerous situations between the officers and civilians. By shifting this burden requiring Officers to identify themselves on the outset and making it their responsibility, that source of tension will be removed. We

must do something now and the Police ID Policy is a small step in the right direction.

Daniel Cronin, City of Newburgh feels it will start a better encounter versus the aggressiveness that's been going on.

Richard Rosencrans, City of Newburgh said he questions some of the wording. Are the police required to inform individuals of their right or ability to refuse consent to a search under the conditions where it's applicable such as if the police do not provide an individual with evidence that indicates the person has committed a crime? It would be helpful if the police were informative of an individual's rights upon interaction with an individual. A refusal of a search should not prompt an Officer to assume or engage in some probable cause. On transparency, how will this activity be monitored and recorded by the Police Department? How will that information and data be provided to the public? How soon after stops will it be provided? If we have to wait six months, that's unacceptable. How will the public know that these actions are being undertaken successfully? Will the Police Department be required to provide the data to the Police Review Board or the Human Rights Commission?

Natasha Mills thanked the Council for giving them a chance to be heard. A lot of injustice has been going on in the City of Newburgh and we need more openness because even though you can't see it, it's going on. We have been harassed, intimidated and abused by your Police Department and the State Troopers and we need to stop it. Please push these new laws as quickly as possible because it's needed and we need to feel safe in our community. A lot is going on in our community and we all have to be held accountable at the same time. They have a badge and they were given that badge to do a job which they are not doing successfully. They are abusing this community and our people and it needs to stop. She asked the Council to please help them.

Isaiah Valentine, City of Newburgh said he supports this Local Law because every Officer will be required to hand out a business card and give you their credentials during any contact with the public so it will be easier to file a complaint against or give a good review of a Police Officer. Officers will not be able to search you, your home or your vehicle without making sure you understand and agree. He said that on June 30, 2020 an e-mail was sent to the Council and the community regarding Executive Order 203 so how will you get the community leaders and organizations involved with this decision making? Six months of monthly police reports were demanded which were insufficient, had numerous errors and did not follow all guidelines in the City Charter so he asked for an updated report as soon as possible. We celebrate the standstill of CDBG money from Parks to Police and we need to implement a public safety design for domestic violence, mental health, homelessness, fair hiring and information on local jobs. We demand that the City of Newburgh pull out the task force with the State Troopers and any other law enforcement immediately. He told the City Manager and the Mayor that the harassment needs to stop and they have video proof that it's occurring. He told the City Manager that it's his responsibility to post city jobs. In regard to Mayor Harvey's Youth Summer Employment Initiative he said thanks for hiring our youth in the City of Newburgh but they demand that the City fund more youth programs. Schedule a meeting with community leaders to discuss Executive Order 203 and more. Be the change not the problem. Do right by the people who live here.

James Eccleston feels that the Police handing out business cards will put the Officer more

at risk. We should get with the community leaders and have them help the City and Police Officers stop the crime. He sees too much resisting arrest so the community leaders can help with that just by talking with people and the parents and families of the young crowds should talk to them about resisting arrest. The Officers have enough trouble out there as it is and they are under a lot of pressure but people don't realize that. Yes there are bad Cops out there but they can be weeded out and they need education also but you can't cut funding. In New York City the shootings have increased already and it's going to happen here in the City of Newburgh too. We need to get the community leaders involved in helping us out. We also need to teach this generation how to respect people. He agrees that an Officer should identify themselves and why they are stopping you but he doesn't agree that they should hand out a business card.

Peter Frase, Courtney Avenue, Heights hopes the Council passes the Police Identification Act or the Right to Know Act. This is a very small step and doesn't even scratch the surface of what's needed in terms of systemic change, rethinking priorities and altering the generations long patterns of harassment that have happened. People have talked about the brutality they have experienced and the mistrust and fear that exists with the police and this will do a small bit to address that. For an Officer to identify themselves, give the reason for the stop and hand out a business card should just be the bare minimum so it's very simple and he urged the Council to pass it. If they do pass it, it will not be the end of the road because if Police Officers do not follow it then nothing has been achieved. It will be up to the citizens and the representative of the City of Newburgh to insure that it is followed. He hopes this becomes law and he hopes we can make sure that it's followed and we begin to see more accountability from the Police in the City of Newburgh.

Ignacio Acevedo, Washington Street said that he is a community leader who has been working with the immigrant community and he supports this Police ID Policy. When an immigrant has an encounter with a police officer it's a very triggering situation and he has never felt safe coming out of a police interaction. Having the Police identify themselves brings down the anxiety and will make the community safer. He is in full support of this policy and feels they need more information on how it works. One time when he was stopped by the Police, not in the City of Newburgh, he asked what he did wrong and the Officer responded, "*This guy has an issue*". He doesn't want anyone to go through that experience and not every Police Officer is bad but the relationship between the community and the Police Officers is not working right now so we need to try different methods.

Alicia said she support the Police ID Policy and feels it's something the City of Newburgh Police Department needs. To know what you are being pulled over for and having a resource to express if something went wrong is good so she hopes the City is in favor of this legislation because it's a step in the right direction and a good start. It will help build a better relationship between the community and the Police Department so she is interested in seeing what comes out of this. Making sure that there is a system of accountability and that complaints are actually being heard.

There being no further comments this public hearing was closed.

From: Frank DeLuca
Sent: Monday, July 13, 2020 1:00 PM
To: SmartBoard
Subject: PUBLIC COMMENT ITEM
Attachments: fact sheet stats 070120 police events.docx

To: City Of Newburgh – City Council
From: Frank W. DeLuca
Subject: Public hearing
Date: July 13, 2020

I would like to make a brief statement concerning the Public Hearing on the proposed law for Police Officers to identify themselves.

Intro: I am a retired Newburgh Police Officer. Served this community from 1973 – 1995 (22 years); Retired honorably as a Lieutenant. I still have a heart for this community which I demonstrate by actively supporting and volunteering at Habitat for Humanity in Newburgh.

Question: Is the proposed Police ID law necessary? I propose (put forth) my reasons why it is NOT necessary.

- 1) Newburgh Police Department Code of Conduct G.O. A-031: Covers Officers ID themselves
Further, uniformed Officers have their name tag and Shield # clearly worn as part of their uniforms. Any City Code law would duplicate the General Order.
- 2) This law will not pacify the demands of the "Unfund the Police" Anti-police group.
- 3) One must weigh the negative effects. Officers serve to protect and help the community against all perils. The new ID Law places officers on the defensive. If an officer runs out of business cards, he violates a local law. Potentially, leading him/her to become a defendant.
- 4) Must weigh the negative fiscal costs. Business cards will add a minimum \$2,000. to the already tight budget. Additionally, it will add to city litter on the streets.
- 5) Makes recruitment harder in an already challenged task in finding qualified women and men to serve as police officers.
- 6) National Statistics do not support the necessity of this law. (please see attachment – info from FBI web page)

This leads me to express my deepest appreciation to our local Women and Men in Blue. They serve heartlessly, are color blind and deserve our support. I wonder if you or the press or the fine citizens of Newburgh are aware of the number of direct threats against our officers that come in daily through the phone lines? For example: quoting a police employee who receives incoming calls: "The next time the police come here, I will shoot and Kill them" the many expletives were left out.

I support General Order A-031

I do not support a local law which duplicates in any way G.O. A-031

I would support Voter ID instead

Please enact only necessary laws. A Police ID law is not necessary for reasons as stated above.

If you only look for faults in police officers, you will miss all their virtues (behavior showing high moral standards)

quick but important read

If any are uncomfortable with the accuracy of these numbers you can research at: **Uniform Crime Reporting (UCR) Program — FBI**<https://www.fbi.gov/services/cjis/ucr>

According to the FBI Uniform Crime Report and the Washington Post, last year there were 10 million arrests by police...10 Million!!

Out of those 10 MILLION arrests there were 1,004 officer involved fatalities.

Out of those 1,004 officer involved fatalities 41 were unarmed.

Out of those 41 officer involved unarmed fatalities, now you might find it hard to believe I know, but out of 41 deaths, now hear this...

19 were white - 19 WERE WHITE!

9 were black - 9 WERE BLACK!

Now 1 is 1 too many but to me 41 out of 10 million is pretty great!

Now ask me how many police officers were killed in the line of duty...take a wild guess...

89 police officers, but where's the news on that one?

Just to bring it home to you. Take a guess at how many people were shot in CHICAGO just this last weekend.

In Chicago last weekend 82 people were shot within a 48 hour period. Of those 82 people 19 people died.

Yes you got it. In Chicago last weekend alone there were more black people killed by (wait for it...) black people than was killed by police all last year!

Please research and see for yourself.

Thank you to Bernard Kerik, Former NYPD Police Commissioner for sharing this information.

CITY MANAGER'S REPORT

Resolution No. 141 - 2020 - Services Contract with INFRAMARK for Installation of Bar Screens at the Wastewater Treatment Plant

Councilman Grice moved and Councilwoman Monteverde seconded.

Ayes: Grice, Mejia, Monteverde, Shakur, Sklarz, Harvey - 6

Adopted

Resolution No. 142 - 2020 - Proposal with CJS Engineering for Construction Inspection Services Related to the Bar Screen Replacement Project

Councilman Sklarz moved and Councilman Grice seconded.

Ayes: Grice, Mejia, Monteverde, Shakur, Sklarz, Harvey - 6

Adopted

Resolution No. 143 - 2020 - PIN#8761.91 Liberty Street Streetscape and Sidewalk Improvements Project Award of Bid#3.20

Councilman Grice moved and Councilwoman Monteverde seconded.

Ayes: Grice, Mejia, Monteverde, Sklarz, Harvey - 5

Nays: Shakur-1

Adopted

Resolution No 144 - 2020 - PIN#8761.91 Liberty Street Streetscape and Sidewalk Improvements Project Construction Inspection and Oversight Proposal with Maser Consulting

Councilman Sklarz moved and Councilwoman Monteverde seconded.

Ayes: Grice, Mejia, Monteverde, Sklarz, Harvey - 5

Nays: Shakur-1

Adopted

Resolution No. 145 - 2020 - 104 Renwick Street - Release of Covenants

Councilman Grice moved and Councilwoman Monteverde seconded.

Ayes: Grice, Mejia, Monteverde, Shakur, Sklarz, Harvey - 6

Adopted

Resolution No. 146 - 2020 - 50 City Terrace - Release of Restrictive Covenants

Councilman Grice moved and Councilwoman Monteverde seconded.

Ayes: Grice, Mejia, Monteverde, Shakur, Sklarz, Harvey - 6

Adopted

Resolution No. 147 - 2020 - 24 Lander Street - Release of Covenants

Councilman Grice moved and Councilman Sklarz seconded.

Ayes: Grice, Mejia, Monteverde, Shakur, Sklarz, Harvey - 6

Adopted

Resolution No. 148 - 2020 - 121 William Street - Release of Restrictive Covenants

Councilman Grice moved and Councilman Sklarz seconded.
Ayes: Grice, Mejia, Monteverde, Shakur, Sklarz, Harvey - 6
Adopted

Resolution No. 149 - 2020 - 41 Liberty Street - Extension of Time to Rehabilitate

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

Resolution No. 150 - 2020 - Purchase of 182 Broadway

Councilman Sklarz moved and Councilwoman Monteverde seconded that the resolution be adopted.

Councilman Shakur said he received a phone call from a gentleman saying that he had placed a bid prior to this and he spoke with the Mayor and Councilman Grice so this should be tabled until we find out what's going on with this property at 182 Broadway and also 185 Broadway.

Mayor Harvey said he received a number of phone calls from an individual who is a personal friend of his and he agrees that this particular property as well as the other one should be tabled because there were some questions as to how and what the process is. This has come up before when someone from a distant land is made aware of a property after someone locally has already submitted a bid. He brought some questions to the Planning Department regarding this as well as some concerns with River Realty because when the first gentleman made the offer, there was a counter offer and a third offer but River Realty had no knowledge of that. Questions were raised to him about the process and who is the point of authority in making these final decisions on which bid is accepted or not. Just like inside trading with stocks it's illegal and it was brought to his attention that that type of thing might be going on with our properties.

Councilman Shakur added that this person was also never given the opportunity to counter offer.

Mayor Harvey noted that he wanted to be clear that he was not personally accusing anyone of anything and he called the Planning Department to be more educated on this process and how it works. He also has had several conversations with River Realty, the City Manager and our legal department on this particular property

Councilwoman Monteverde said it sounds like something is going on. If someone is tipping somebody off, isn't that illegal? She would like to hear from the City Manager. Is that what's going on here? We have been selling properties and we have been on a roll so what's changed?

Councilman Grice said it doesn't mean that the gentleman that spoke with him was one hundred percent forthcoming with all of the information as there are two sides to every story but in this situation, however, it seems like we need a better process. We do need to get the top dollar for our properties but all money is good money and it doesn't seem like in this situation that it was clear to all of the parties involved so he agrees with Councilman Shakur that this should be tabled until we get a better system that is fair and equitable and

is clearly understood by everyone in the community. That way when a situation like this does come up we can tell that person with confidence that they do not qualify because they didn't hit the marks.

Councilman Shakur added that this is not the first home as he has received complaints from City residents who have made bids that somehow got lost. He thought that the City Council made the ultimate decision but they are hearing from City residents that decisions are being made before it even gets to the Council.

City Manager, Joseph Donat added that anyone with concerns can contact the City Manager's Office by phone or e-mail. At our next Work Session he will have the Director of Planning & Development further go over the policies and procedures in place and we will gladly modify anything that the Council desires. He hears the concerns and has no issue with these items being tabled.

Mayor Harvey added that during his time on the Council there have been concerns that City residents who are African-American or Latino put in bids and were outbid or the process was vetted in a way where they weren't presented to the Council. He has expressed those concerns that the residents have shared with him so there needs to be more transparency with this process. Just as we are re-imagining our Police Department we can re-imagine how our properties are listed and presented before the Council for purchase.

Councilman Grice added that it's important for our residents to also understand that when we are selling these properties we need to sell them to someone who has the finances to rehab those properties. He doesn't want the community to think that just because they were told no that there is something going on.

Councilwoman Monteverde said we did go through this a few years ago and she remembers the Planning Director walking us through this. She reminded everyone that the last few years we have been selling to quite a few Latino families coming from the Bronx, New York City and Brooklyn and we have all welcomed them so she doesn't understand what's changed since then.

Councilman Shakur moved and Councilman Grice seconded that the resolution be tabled.

Ayes: Grice, Mejia, Monteverde, Shakur, Skalrz, Harvey - 6

TABLED

Resolution No. 151 - 2020 - Purchase of 185 Broadway

Councilman Sklarz moved and Councilman Grice seconded that the resolution be adopted.

Councilman Grice said that this property is connected to the other property and because of that it should be tabled until we get this process clear with the community.

Councilwoman Monteverde said she is going to agree to table this but she wants the public to know that it doesn't mean that she doesn't approve of a new business coming into the City of Newburgh.

Councilman Grice moved and Councilman Shakur seconded that the resolution be tabled.

Ayes: Grice, Mejia, Monteverde, Shakur, Sklarz, Harvey - 6

TABLED

Resolution No. 152 - 2020 - Purchase of 63 Carson Avenue

Councilman Sklarz moved and Councilman Grice seconded.

Ayes: Grice, Mejia, Monteverde, Shakur, Sklarz, Harvey - 6

Adopted

Resolution No. 153 - 2020 - Purchase of 66 Carson Avenue

Councilman Grice moved and Councilwoman Monteverde seconded.

Ayes: Grice, Mejia, Monteverde, Shakur, Sklarz, Harvey - 6

Adopted

Resolution No. 154 - 2020 - Purchase of 234 and 236 First Street

Councilman Grice moved and Councilman Shakur seconded.

Ayes: Grice, Mejia, Monteverde, Shakur, Sklarz, Harvey - 6

Adopted

Resolution No. 155 - 2020 - Mayor's Summer Youth Employment Initiative - Agreement with Boys & Girls Club

Councilman Grice said that he worked with the Boys and Girls Club for many years and their record is outstanding. He is very proud of Mayor Harvey and the anonymous donor who reached out to him for this. He has put together and run many programs and feels it was appropriate for Mayor Harvey to have the Boys and Girls Club do the hiring for this. We never know what is going to happen next year so we should take full advantage of it this year so he is very proud of Mayor Harvey and everyone involved for this.

Mayor Harvey thanked Councilman Grice for his comment and said that there was a lot of chatter in the community and on social media about this as people thought he was involved in the hiring and reviewing of applications which he removed himself from. He was also accused of taking the money for this program that was donated by an anonymous donor which never came across his desk. He was involved with the City Manager and Executive

staff on the planning because in light of COVID19, we were told that there was going to be no summer youth employment, no summer camp and no swimming for the young people in our community. He received a phone call that a private donor from Connecticut wanted to give several hundred thousands of dollars to fund this. Once we put the budget together with the Boys and Girls Club he volunteered to pay for fifty to seventy young people to be employed for the summer outside where they could social distance, be in teams of five and adhere to the CDC guidelines. His goal was to solidify the funding and agree to be involved in the planning of it. He understands that we had up to three hundred or more applicants and that fifty to seventy of them were already notified with today being their first day. This is an amazing program with many organizations involved and it inspired the County to do some additional hiring and funding for youth employment. He thanked the City Manager and Ms. Kelson for putting this resolution and legal agreement together because he is really grateful that these young people can earn and learn at the same time.

Councilman Shakur thanked the Mayor for this.

Councilman Sklarz moved and Councilman Shakur seconded.

Ayes: Grice, Mejia, Monteverde, Shakur, Sklarz, Harvey - 6

Adopted

Resolution No. 156 - 2020 - to Schedule a Public Hearing and Open a 30-Day Public Comment Period for the FY2021 Community Development Block Grant (CDBG) Annual Action Plan

Councilman Grice moved and Councilwoman Mejia seconded.

Ayes: Grice, Mejia, Monteverde, Shakur, Sklarz, Harvey - 6

Adopted

Resolution No. 157 - 2020 - NEA Grants for Arts Projects

Councilman Sklarz moved and Councilman Grice seconded.

Ayes: Grice, Mejia, Monteverde, Shakur, Sklarz, Harvey - 6

Adopted

Resolution No. 158 - 2020 - Settlement of Litigation for 353 Liberty Street

Councilman Grice moved and Councilwoman Mejia seconded.

Ayes: Grice, Mejia, Monteverde, Shakur, Sklarz, Harvey - 6

Adopted

Resolution No. 159 - 2020 - Settlement of a Water Bill

Councilman Grice moved and Councilman Sklarz seconded.

Ayes: Grice, Mejia, Monteverde, Shakur, Sklarz, Harvey - 6

Adopted

Resolution No. 160 - 2020 - Executing a Payment of Claim

Councilman Grice moved and Councilwoman Mejia seconded.

Ayes: Grice, Mejia, Monteverde, Shakur, Sklarz, Harvey - 6

Adopted

Resolution No. 161 - 2020 - Authorizing the Settlement of Litigation for 146 Johnston Street

Councilman Shakur moved and Councilwoman Mejia seconded.

Ayes: Grice, Mejia, Monteverde, Shakur, Sklarz, Harvey - 6

Adopted

Resolution No. 162 - 2020 - Amending the 2020 Personnel Analysis Book

Councilman Grice moved and Councilwoman Monteverde seconded.

Ayes: Grice, Monteverde, Shakur, Sklarz, Harvey - 5

Nays: Mejia-1

Adopted

Resolution No. 163 - 2020 - Authorizing an Agreement with Robert McLymore for Professional Consulting Services to the Police Department

Mayor Harvey thanked the City Manager, Council members and community leaders who were very much involved with this particular decision as a compromise to doing some things differently and creatively with our Police Department so that we can have more diversity and someone to do the hard work that's ahead of us with the Governor's order on re-imaging or re-forming Police Departments throughout New York State. Mr. McLymore has many years in law enforcement and has agreed to get more involved with his community here in the City of Newburgh where he was born and raised. This way we can have some real oversight and structure to our Police Community Relations and Review Board and re-imagine how our Police Department should look, function and be structured to meet the requirements and the expectations of the public and Governor Cuomo with what he has asked all municipalities to do by April, 2021.

Councilman Shakur asked if he will also be consulting with the community and the City residents.

Mayor Harvey said, "*Absolutely. That's the number one priority*".

Councilwoman Monteverde said she is really happy that we are moving forward with Mr. McLymore. The Police Community and Review Board has been lacking leadership for the past several years and has barely made a quorum. There has been a lot of interest in this Board from the community so we are looking to task this Board with the complaints that come in and some other things regarding community safety. She is excited about this and looks forward to working with Mr. McLymore.

Councilman Grice said he is very excited about this also. It's the right thing to do at the right time so he looks forward to everything he will be doing. He thinks it is appropriate that we put his job description out in a way that the community understands exactly what his role is so when they see Mr. McLymore they will understand why he is in the community.

Councilwoman Mejia said that in addition to supporting this she thinks we have to be very cognizant of what activities and avenues we are funding. Part of the restrictions with the Police Community and Review Board is that it was not properly staffed and you can't ask a committee to do all of the work we are asking them to do without giving them the resources they require. We are heading into Budget season and the priorities of a community are reflective on the Budget but she is looking forward to this out of the box

solution.

Mayor Harvey noted that Councilwoman Mejia makes an excellent point and it's well taken. We have to put our money where our mouth is so we have to look at this and other items in terms of our priorities at the Budget hearings.

Councilman Sklarz moved and Councilman Grice seconded.

Ayes: Grice, Mejia, Monteverde, Shakur, Sklarz, Harvey - 6

Adopted

Local Law No. 2 - 2020 - Adding Section 80-3 "Identification of Police Officers"

Mayor Harvey said that some residents brought up questions regarding what the Police Officer's expectations are if this Local Law passes. Are they expected to identify themselves at the beginning of an encounter with the public and are they required to give out their business card? Does this require them to hand out a business card to individuals they have stopped or not.

Michelle Kelson, Corporation Counsel said yes it does. There are seven law enforcement activities that are defined in the Local Law that will trigger the Police Officer's responsibility and they are located in definitions. Subsection C states that upon initiation of a law enforcement activity an Officer shall identify himself or herself to the person who is the subject of such law enforcement activity by providing his or her full name, rank and command as well as provide an explanation of the reason for the law enforcement activity. Subsection D requires that at the conclusion of a law enforcement activity that does not result in an arrest or ticket, the Officer shall offer to such person their business card when that activity terminates. That business card is required to have printed on it at a minimum the Officer's name, rank, badge number and police department for whom the Officer works along with contact information for where complaints may be submitted about that law enforcement activity.

Mayor Harvey said that brings up other concerns. What if someone says they didn't receive a card when they actually did or what if they didn't receive a card when the law enforcement officer says they gave one? This becomes the Officer's word against the resident or vice versa. This is a Local Law so it's only for the City of Newburgh Officer's and does not adhere to State Troopers.

Ms. Kelson said that is correct this will not apply to State Troopers or the Orange County Sheriff's Department as we can only require this of our local Police Officers. As she stated at the last meeting when we introduced this Local Law, even if it is adopted tonight there will be a period for implementation issues to be addressed. We have Collective Bargaining obligations as an employer so there will be time for those kinds of questions to be addressed in the context of the implementation of the Local Law.

Councilwoman Monteverde asked how long is that implementation time?

Ms. Kelson said that the Local Law calls for for a ninety day period but she pointed out that in New York City it took over nine months to implement.

Councilwoman Monteverde said that she heard that and feels nine months is ridiculous.

Ms. Kelson said that the Police Officers and the PBA have accepted body worn camera policies in a fairly collaborative atmosphere and they are already required under general orders to give their name and badge number when they have police encounters. If the goal is transparency and accountability, that is something the Police Department has indicated that they wish to continue so if you are ready to adopt this tonight we can start that process.

Councilwoman Monteverde said that she spoke with Assemblyman Jonathan Jacobson and he supports this also. It is sort of piggybacking off of what they are doing in Albany so she feels it's a good start of police reforms that will be happening over the next several months.

Mayor Harvey said he wants to make it clear to the public how this process works and said it leaves us room to collaborate with our County Sheriff's Department as well as the State Police Troopers because this is just the first step.

Councilman Shakur said it's the first step and we need to start this process.

Councilman Sklarz asked Michelle Kelson, Corporation Counsel to explain the Collective Bargaining implications of this.

Ms. Kelson said when new rules and regulations are implemented in New York there are two levels of Collective Bargaining and there are certain things that have to be bargained over the decision to actually do something. There are things that are in management rights where the employer can implement but they have impacts on other things related to the employees terms and condition's. One thing Mayor Harvey pointed out is what happens if there is an allegation that an Officer doesn't comply? Discipline would be a potential impact of having a rule or regulation enacted whether it's a local law or some general order in the Police Department. We would have to bargain with them procedures for how those impacts are going to be addressed so this is going to take a little bit of time. They will identify things that are a concern to the employees and we will come up with ways to make sure that this is implemented appropriately with the Taylor Law which is the New York State Law that allows Collective Bargaining for public sector employees.

Councilman Grice thanked Ms. Kelson for all of her hard work and noted that this was not new to us. Ms. Kelson has been working on this and received versions from Councilman Shakur, Councilwoman Mejia and himself and put it together in a great way so he appreciates all of their hard work. He agrees that this is just a small step in the right direction and we have to insure that the Police Department is sharing that data with the public as quickly as possible and that it's being shared with the Police Community Review Advisory Board as they get up and running.

Councilwoman Mejia said there are concerns on how this will play out and there is nothing worse than passing legislation without traction. She reflects on the Sparkler Ban that we did and all of the nightly celebrations that we heard so it speaks to the community and how we interact with each other overall. There is nothing worse than passing legislation that is not enforceable or supported when what we are trying to do is just create a community that safe and welcoming for everyone here. She takes a leap of faith with this and fully supports

it but would also like to include the Human Rights Commission.

Councilman Shakur noted that if they do pass this they have to let the community know when it will be implemented and that they understand the process.

Ms. Kelson said they will keep everyone informed of their progress but the Local Law does provide for a minimum of ninety days after it's adopted and filed with the Secretary of State. That's about three months from now and if we are able to make progress sooner than that we will definitely let you know and if we run into road blocks we will let you know that also. She has said multiple times that passing legislation that doesn't have any real chance of achieving a goal is not a productive way to go so she always hopes that when something is strongly supported by the Council and we try to move it quickly to approval that we can get the staff to work collaboratively to make the program a success.

Councilwoman Mejia said if this does pass tonight imagine if tomorrow our Officers started introducing themselves and the only thing missing is the business cards.

Councilman Shakur moved and Councilwoman Monteverde seconded.
Ayes: Grice, Mejia, Monteverde, Shakur, Sklarz, Harvey - 6
Enacted

NEW BUSINESS

Councilman Shakur said we can't control the State Police and the Sheriff's Department but we can control our department so we need to re-evaluate this Task Force and our position on it.

Mayor Harvey said once we get some data and this report we can assess and evaluate whether or not this Task Force is needed or relevant at this point.

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

OLD BUSINESS

Councilman Shakur said he as been asking for a report from this Task Force based on race, location and gender. We would like to see these numbers and what's going on in our community. We need to see what this community has been going through for the past nine weeks.

Mayor Harvey agreed and thought that at the last Special Council Meeting on June 22nd Lt. Lahar was going to do a presentation but it didn't happen. We need to get some data and information from that special Task Force and what they have done in our community so he agrees with Councilman Shakur.

City Manager, Joseph Donat agrees also and said that report will be finalized and distributed to the Council in the next several weeks.

There being no further old business to discuss this portion of the meeting was closed.

FURTHER COMMENTS FROM THE COUNCIL

Councilman Grice offered his condolences to Mayor Harvey and his family for the loss of his father. He reminded the community that we have moved into Phase 4 and it's very important that you still wear a mask, social distance and practice proper hygiene. Census 2020 is also very important because that funding will last us for the next ten years. At the street closures someone from the Counts Committee will be out there encouraging people to do their Census.

Councilwoman Mejia thanked the City staff for continuing to move the City forward. It seems like we are getting hit with one thing after another so it's very heartwarming when you see events happening like today with the Youth starting their internships in the Summer Youth Employment Program that we thought we weren't going to have as well as all of the recreation activities that are being put forward by the Recreation Department with Planning & Development, activities at Downing Park and some of the street closures. On the street closures she reminded everyone that that process is open to every single business here in the City of Newburgh so think about how creatively you can use your outdoor space. She has reached out to some of the businesses and given them the Street Cafe' Permit to have extended space outside and that is open to everybody. The sidewalks on Broadway are huge so they don't even need to close off the parking spots they just have to apply for the permit. There is a Double Dutch Tournament going on so get involved and again she thanked everyone for pulling together with all of the bumps we've had. She added that the Census is very important so please fill it out.

Councilwoman Monteverde thanked everyone for being here and for their comments tonight. She has been working out in the community and it's been pretty intense the last couple of weeks so she has been talking to people about racism, justice and the police reforms. The day of reckoning is here and the protests that have been happening all over the Nation have put a spotlight on racial inequality so she is asking the City Manager to commit to an Action Plan that will change the diversity of the current city staffing. This is something they have been talking about and it's critical that we change the culture in our City, our workforce and our community. In time we will be part of the change that is happening all over and she is amazed at the young generation because they are saying, "*No more*". This is a vital step towards change and recognizing which actions can be implemented to achieve, foster and maintain a culture of diversity and inclusion in the City of Newburgh. She thanked the City Staff and City Manager for putting together the summer programs and the street cleaning. She would love to hear the feedback on that.

Councilman Shakur thanked the community for coming out tonight and said that in 2020 he never thought we would be where we are right now. When we started we had other plans but a lot of things came up with Corona Virus being the main one and he wants our City to understand that we will be working. We are six months into the year and we have six months left in 2020 so we have to deal with it and he hopes we stay the course and do what 's right for the residents of the City of Newburgh going forward.

Councilman Sklarz thanked the public for their comments tonight and said this is a first small step but there is much work to do. This legislation provides basic information that any member of the public is entitled to know when they encounter any public servant. Hopefully the Police will embrace the transparency as this will help to build a trust between Police and the community. We took a big step in establishing experienced leadership for the Police Department working towards the completion of the Governor's Executive Order regarding Police Reform. It is his hope that all sides will actively participate in discussions over the next two months and make decisions that we can all take pride in. We have a big job ahead of us and he looks forward to succeeding in doing that job.

Mayor Harvey thanked everyone for their condolences and for their comments tonight. As Councilwoman Monteverde noted he never thought he would see the young people in our community speaking out about injustices, racial equality and all of the changes that are needed for us to continue to move forward in the 21st Century. He is proud of the executive staff and all of the workers in the City of Newburgh because we survived COVID19. He knows there is an expectation of a second round in the Fall but he wants to thank everyone who was there to support and help those who are less fortunate. He also thanked those who didn't criticize others who they didn't think measured up to whatever expectations someone had during the Pandemic. It's one thing to criticize constructively and it's another to be destructive with your criticism when you don't know what they have done to assist others. We survived COVID Part I and we know there is going to be a Part II so God Bless everyone, God Bless America and God Bless Newburgh.

ADJOURNMENT

There being no further business to come before the Council the meeting adjourned at 9:15 p.m.

**LORENE VITEK
CITY CLERK**

RESOLUTION NO.: 141 - 2020

OF

JULY 13, 2020

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT
WITH INFRAMARK, LLC IN THE AMOUNT OF \$86,654.00
FOR THE BAR SCREEN INSTALLATION IN THE
WASTEWATER TREATMENT PLANT GRINDER REPLACEMENT PROJECT**

WHEREAS, by Resolution No. 30-2020 of February 10, 2020, the City Council of the City of Newburgh awarded to a bid and authorized a contract with Duperon Corporation for the manufacture and supply of equipment, including two mechanical bar screens, for the City of Newburgh Wastewater Treatment Plant Grinder Replacement Project (the "Project"); and

WHEREAS, Inframark, LLC, is the operator of the City's Wastewater Treatment Plant and is qualified to install the new bar screens in accordance with the Wastewater Treatment Plant Operations and Maintenance Manual; and

WHEREAS, the Wastewater Treatment Plant Operations and Maintenance Manual provides that Inframark, LLC may perform the bar screen installation as additional services by mutual consent and for a fee negotiated by the parties; and

WHEREAS, Inframark, LLC has submitted a services contract for the bar screen installation with the funding derived from New York State Environmental Facilities Corporation funding HG1.8197.0200.8168.2017; and

WHEREAS, the City Council finds that entering into an additional services agreement with Inframark, LLC 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 City Manager is hereby authorized to execute an agreement with Inframark, LLC in the amount of \$86,654.00 for the installation of the bar screens in the Wastewater Treatment Plant Grinder Replacement Project.

RESOLUTION NO.: 142 - 2020

OF

JULY 13, 2020

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO ACCEPT A PROPOSAL
AND EXECUTE A CONTRACT WITH CJS ENGINEERING, P.C.
IN THE AMOUNT OF \$16,100.00 FOR PROFESSIONAL ENGINEERING INSPECTION
SERVICES FOR THE BAR SCREEN REPLACEMENT IN THE
WASTEWATER TREATMENT PLANT GRINDER REPLACEMENT PROJECT**

WHEREAS, by Resolution No. 30-2020 of February 10, 2020, the City Council of the City of Newburgh awarded to a bid and authorized a contract with Duperon Corporation for the manufacture and supply of equipment, including two mechanical bar screens, for the City of Newburgh Wastewater Treatment Plant Grinder Replacement Project (the "Project"); and

WHEREAS, the Project is financed through the New York State Environmental Facilities Corporation which requires that a professional engineer inspect and certify the installation of the bar screens for the Project; and

WHEREAS, CJS Engineering, P.C. is qualified to provide the inspection services and submitted a proposal for professional engineering services in the amount of \$16,100.00; and

WHEREAS, the funding for the professional engineering services shall be derived from New York State Environmental Facilities Corporation funding HG1.8197.0200.8168.2017; and

WHEREAS, the City Council finds that entering into a professional engineering services agreement with CJS Engineering, P.C. 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 City Manager is hereby authorized to accept a proposal and execute an agreement with CJS Engineering, P.C. in the amount of \$16,100.00 for professional engineering inspection services for the installation of the bar screens in the Wastewater Treatment Plant Grinder Replacement Project.

RESOLUTION NO.: 143 - 2020

OF

JULY 13, 2020

A RESOLUTION AUTHORIZING THE AWARD OF BASE BID, ALTERNATE NO. 2
AND ALTERNATE NO. 3 AND THE EXECUTION OF A CONTRACT WITH
CONSORTI BROS. PAVING & SEALCOATING, INC. FOR CONSTRUCTION IN THE
LIBERTY STREET STREETScape IMPROVEMENTS PROJECT
IN A TOTAL AMOUNT NOT TO EXCEED \$749,395.00

WHEREAS, the City of Newburgh duly advertised for bids in connection with the Liberty Street Streetscape and Sidewalk Improvements Construction Project (the "Project") in the northeast section of the City of Newburgh; and

WHEREAS, six (6) bids were duly received and opened and Consorti Bros. Paving & Seal Coating, Inc. is the most responsible low bidder; and

WHEREAS, funding for the Project in the amount of \$749,395.00 shall be derived from (CDBG) CD1.8686.0400.8030.2019, (CDBG) CD1.8686.0400.8030.2020, other CDBG funding, as appropriate and available, and (NYSDOT TAP) H1.8761.0200.0091.2021.CDBG;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the base bid, alternate no. 2 and alternate no. 3 for construction of the Liberty Street Streetscape and Sidewalks Improvements Construction Project for the City of Newburgh be and it hereby is awarded to Consorti Bros. Paving & Seal Coating, Inc., in an amount not to exceed \$749,395.00, conditioned on receipt of concurrence from the New York State Department of Transportation; and

BE IT FURTHER RESOLVED, by the Council of the City of Newburgh that the City Manager be and he is hereby authorized to enter into a contract for such work in this amount.

RESOLUTION NO.: 144 - 2020

OF

JULY 13, 2020

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO ACCEPT A PROPOSAL
AND EXECUTE A CONTRACT WITH MASER CONSULTING, P.A.
FOR PROFESSIONAL ENGINEERING SERVICES IN THE AMOUNT OF \$122,620.56
IN THE LIBERTY STREET STREETScape IMPROVEMENTS PROJECT**

WHEREAS, the City of Newburgh has undertaken the Liberty Street Streetscape Improvements Project, City of Newburgh, Orange County, PIN 8761.91 (the "Project") and has authorized design, funding and grant agreements, including a Master Federal-Aid Local Project Agreement with the New York State Department of Transportation; and

WHEREAS, eligible Project costs are reimbursable under the Master Federal-Aid Local Project Agreement with the New York State Department of Transportation; and

WHEREAS, Maser Consulting, P.A. is qualified to provide the inspection and construction management services required to maintain eligibility for reimbursement and submitted a proposal for professional engineering services in the amount of \$122,620.56; and

WHEREAS, the funding for the professional engineering services shall be derived from budget lines (CDBG) CD1.8686.0400.8030.2019 and (NYSDOT TAP) H1.8761.0200.0091.2021; and

WHEREAS, the City Council finds that entering into a professional engineering services agreement with Maser Consulting, P.A. 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 City Manager is hereby authorized to accept a proposal and execute an agreement with Maser Consulting, P.A. in the amount of \$122,620.56 for professional engineering inspection and construction management services for the Liberty Street Streetscape Improvements Project.

RESOLUTION NO.: 145 -2020

OF

JULY 13, 2020

**A RESOLUTION AUTHORIZING THE EXECUTION OF A RELEASE OF
RESTRICTIVE COVENANTS AND RIGHT OF RE-ENTRY FROM A DEED
ISSUED TO JWC JEWLS, LLC TO THE PREMISES KNOWN AS
104 RENWICK STREET (SECTION 45, BLOCK 5, LOT 21)**

WHEREAS, on August 8, 2017, the City of Newburgh conveyed property located at 104 Renwick Street, being more accurately described on the official Tax Map of the City of Newburgh as Section 45, Block 5, Lot 21, to JWC JEWLS, LLC; and

WHEREAS, the managing member for JWC JEWLS, LLC has requested a release of the restrictive covenants contained in said deed; and

WHEREAS, this Council believes it is in the best interest of the City of Newburgh to grant such request;

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 release, annexed hereto and made a part of this resolution, of restrictive covenants numbered 1, 2, 3, 4, and 5 of the aforementioned deed.

RELEASE OF COVENANTS AND
RIGHT OF RE-ENTRY

KNOWN ALL PERSONS BY THESE PRESENTS, that the City of Newburgh, a municipal corporation organized and existing under the Laws of the State of New York, and having its principal office at City Hall, 83 Broadway, Newburgh, New York 12550, in consideration of TEN (\$10.00) DOLLARS lawful money of the United States and other good and valuable consideration, receipt of which is hereby acknowledged, does hereby release and forever quitclaim the premises described as 104 Renwick Street, Section 45, Block 5, Lot 21 on the Official Tax Map of the City of Newburgh, from those restrictive covenants numbered 1, 2, 3, 4, and 5 in a deed dated August 8, 2017, from THE CITY OF NEWBURGH to JWC JEWLS, LLC, recorded in the Orange County Clerk's Office on August 23, 2017, in Liber 14279 of Deeds at Page 13 and does further release said premises from the right of re-entry reserved in favor of the City of Newburgh as set forth in said deed.

Dated: _____, 2020

THE CITY OF NEWBURGH

By: _____
Joseph P. Donat, City Manager
Pursuant to Res. No.: ____-2020

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

On the ____ day of _____ in the year 2020, before me, the undersigned, a Notary Public in and for said State, personally appeared JOSEPH P. DONAT, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted; executed the instrument.

RESOLUTION NO.: 146-2020

OF

JULY 13, 2020

A RESOLUTION AUTHORIZING THE EXECUTION OF A RELEASE OF
RESTRICTIVE COVENANTS AND RIGHT OF RE-ENTRY FROM A DEED
ISSUED TO JOSEPH W. ARIANO TO THE PREMISES KNOWN AS
50 CITY TERRACE (SECTION 29, BLOCK 5, LOT 39)

WHEREAS, on August 20, 2018, the City of Newburgh conveyed property located at 50 City Terrace, being more accurately described on the official Tax Map of the City of Newburgh as Section 29, Block 5, Lot 39, to Joseph W. Ariano; and

WHEREAS, Mr. Ariano has requested a release of the restrictive covenants contained in said deed; and

WHEREAS, this Council believes it is in the best interest of the City of Newburgh to grant such request;

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 release, annexed hereto and made a part of this resolution, of restrictive covenants numbered 1, 2, 3, 4, and 5 of the aforementioned deed.

RELEASE OF COVENANTS AND
RIGHT OF RE-ENTRY

KNOWN ALL PERSONS BY THESE PRESENTS, that the City of Newburgh, a municipal corporation organized and existing under the Laws of the State of New York, and having its principal office at City Hall, 83 Broadway, Newburgh, New York 12550, in consideration of TEN (\$10.00) DOLLARS lawful money of the United States and other good and valuable consideration, receipt of which is hereby acknowledged, does hereby release and forever quitclaim the premises described as 50 City Terrace, Section 29, Block 5, Lot 39 on the Official Tax Map of the City of Newburgh, from those restrictive covenants numbered 1, 2, 3, 4, and 5 in a deed dated August 20, 2018, from THE CITY OF NEWBURGH to JOSEPH W. ARIANO, recorded in the Orange County Clerk's Office on August 22, 2018, in Liber 14449 of Deeds at Page 1628 and does further release said premises from the right of re-entry reserved in favor of the City of Newburgh as set forth in said deed.

Dated: _____, 2020

THE CITY OF NEWBURGH

By: _____
Joseph P. Donat, City Manager
Pursuant to Res. No.: ____-2020

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

On the ____ day of _____ in the year 2020, before me, the undersigned, a Notary Public in and for said State, personally appeared JOSEPH P. DONAT, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted; executed the instrument.

RESOLUTION NO.: 147-2020

OF

JULY 13, 2020

A RESOLUTION AUTHORIZING THE EXECUTION OF A RELEASE OF
RESTRICTIVE COVENANTS AND RIGHT OF RE-ENTRY FROM A DEED
ISSUED TO CARL TURNQUEST TO THE PREMISES KNOWN AS
24 LANDER STREET (SECTION 30, BLOCK 3, LOT 18)

WHEREAS, on February 24, 1982, the City of Newburgh conveyed property located at 24 Lander Street, being more accurately described on the official Tax Map of the City of Newburgh as Section 30, Block 3, Lot 18, to Carl Turnquest; and

WHEREAS, the attorney representing the current seller in the sale of the premises has requested a release of the restrictive covenants contained in the deed from the City of Newburgh in order to facilitate the sale; and

WHEREAS, it has been determined that such release be granted; and

WHEREAS, this Council believes it is in the best interest of the City of Newburgh and its further development to grant such request;

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 release, annexed hereto and made a part of this resolution, of restrictive covenants numbered 1, 2, 3, 4, and 5 of the aforementioned deed.

RELEASE OF COVENANTS AND
RIGHT OF RE-ENTRY

KNOWN ALL PERSONS BY THESE PRESENTS, that the City of Newburgh, a municipal corporation organized and existing under the Laws of the State of New York, and having its principal office at City Hall, 83 Broadway, Newburgh, New York 12550, in consideration of TEN (\$10.00) DOLLARS lawful money of the United States and other good and valuable consideration, receipt of which is hereby acknowledged, does hereby release and forever quitclaim the premises described as 24 Lander Street, Section 30, Block 3, Lot 18 on the Official Tax Map of the City of Newburgh, from those restrictive covenants numbered 1, 2, 3, 4, and 5 in a deed dated February 24, 1982, from THE CITY OF NEWBURGH to CARL TURNQUEST, recorded in the Orange County Clerk's Office on March 9, 1982, in Liber 2217 of Deeds at Page 977 and does further release said premises from the right of re-entry reserved in favor of the City of Newburgh as set forth in said deed.

Dated: _____, 2020

THE CITY OF NEWBURGH

By: _____
Joseph P. Donat, City Manager
Pursuant to Res. No.: ____-2020

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

On the ____ day of _____ in the year 2020, before me, the undersigned, a Notary Public in and for said State, personally appeared JOSEPH P. DONAT, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted; executed the instrument.

RESOLUTION NO.: 148 -2020

OF

JULY 13, 2020

A RESOLUTION AUTHORIZING THE EXECUTION OF A RELEASE OF
RESTRICTIVE COVENANTS AND RIGHT OF RE-ENTRY FROM A DEED
ISSUED TO LYDIA RODRIGUEZ TO THE PREMISES KNOWN AS
121 WILLIAM STREET (SECTION 45, BLOCK 15, LOT 16)

WHEREAS, on June 28, 1995, the City of Newburgh conveyed property located at 121 William Street, being more accurately described on the official Tax Map of the City of Newburgh as Section 45, Block 15, Lot 16, to Lydia Rodriguez; and

WHEREAS, the attorney representing the current owner of the premises has requested a release of the restrictive covenants contained in the deed from the City of Newburgh in order to facilitate a sale; and

WHEREAS, this Council believes it is in the best interest of the City of Newburgh and its further development to grant such request;

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 release, annexed hereto and made a part of this resolution, of restrictive covenants numbered 1, 2, 3 and 4 of the aforementioned deed.

RELEASE OF COVENANTS AND
RIGHT OF RE-ENTRY

KNOWN ALL PERSONS BY THESE PRESENTS, that the City of Newburgh, a municipal corporation organized and existing under the Laws of the State of New York, and having its principal office at City Hall, 83 Broadway, Newburgh, New York 12550, in consideration of TEN (\$10.00) DOLLARS lawful money of the United States and other good and valuable consideration, receipt of which is hereby acknowledged, does hereby release and forever quitclaim the premises described as 121 William Street, Section 45, Block 15, Lot 16 on the Official Tax Map of the City of Newburgh, from those restrictive covenants numbered 1, 2, 3 and 4 in a deed dated June 28, 1995, from THE CITY OF NEWBURGH to LYDIA RODRIGUEZ, recorded in the Orange County Clerk's Office on March 22, 1996, in Liber 4358 of Deeds at Page 233 and does further release said premises from the right of re-entry reserved in favor of the City of Newburgh as set forth in said deed.

Dated: _____, 2020

THE CITY OF NEWBURGH

By: _____
Joseph P. Donat, City Manager
Pursuant to Res. No.: ____-2020

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

On the ____ day of _____ in the year 2020, before me, the undersigned, a Notary Public in and for said State, personally appeared JOSEPH P. DONAT, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted; executed the instrument.

RESOLUTION NO. 149 - 2020

OF

JULY 13, 2020

**A RESOLUTION AUTHORIZING AN EXTENSION OF TIME
TO REHABILITATE THE PREMISES KNOWN AS 41 LIBERTY STREET
(SECTION 39, BLOCK 5, LOT 26) IN THE CITY OF NEWBURGH UNTIL JULY 12, 2021**

WHEREAS, the City of Newburgh did convey the premises located at 41 Liberty Street, more accurately described as Section 39, Block 5, Lot 26 on the Official Tax Map of the City of Newburgh, by deed dated January 11, 2019; and

WHEREAS, said deed included a provision requiring rehabilitation of the conveyed premises to be completed on or about July 11, 2020; and

WHEREAS, the owner of the property, Liberty Corners, LLC, stated it would be unable to comply with the July 11, 2020 deadline due to various disruptions related to the COVID-19 pandemic, but has attempted a good faith effort and intent to complete the rehabilitation; and

WHEREAS, this Council has determined that it would be in the best interests of the City of Newburgh and its future development to grant an extension of time to rehabilitate the premises;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that Liberty Corners, LLC be granted an extension to rehabilitate the premises known as 41 Liberty Street in the City of Newburgh until July 12, 2021.

TABLED

RESOLUTION NO.: 150 - 2020

OF

JULY 13, 2020

A RESOLUTION TO AUTHORIZE THE CONVEYANCE OF REAL PROPERTY
KNOWN AS 182 BROADWAY (SECTION 30, BLOCK 1, LOT 32)
AT PRIVATE SALE TO JOSEPH MULLOKANDOV FOR THE AMOUNT OF \$120,000.00

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 182 Broadway, being more accurately described as Section 30, Block 1, Lot 32, 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 property 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 October 16, 2020, 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>
182 Broadway	30 - 1 - 32	Joseph Mullokandov	\$120,000.00

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

Terms and Conditions Sale

182 Broadway, City of Newburgh (SBL: 30-1-32)

STANDARD TERMS:

1. City of Newburgh acquired title to this property 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 2020-2021, 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 2020-2021, 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 City makes no representation as to whether the property is vacant and/or unoccupied. Evictions, if necessary, are solely the responsibility of the purchaser after closing and recording of the deed. The parcel is being sold subject to the City's Vacant Property Ordinance (Chapter 121) and all provisions of law applicable thereto. Within 30 days of closing, the purchaser must register the property and pay any applicable fees or submit an acceptable rehabilitation plan to the Building Department.
7. 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.
8. 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 purchaser following the closing of sale.

9. 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 receipt 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.
10. The entire purchase price and all closing costs/fees must be paid **by Purchaser** by money order or guaranteed funds to the City of Newburgh Comptroller's Office by the date listed in the approved City Council Resolution, notwithstanding any extensions of time granted pursuant to terms contained herein ("Closing Deadline"). 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.*
11. Provided that the sale is not subject to an owner-occupancy restriction as set forth in paragraph 20, the 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. If purchaser takes title as an entity, purchaser must provide an affidavit listing all of the members or shareholders of said entity, their addresses, their phone numbers, and their percentage ownership stake in the entity. Purchaser must have at least a fifty-one (51%) ownership stake in said entity in order for said entity to take title.
12. 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 from the Closing Deadline. 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 its consideration.
13. In the event that a sale is cancelled by court order, judgment, the Comptroller or the Newburgh City Council, the purchaser shall be entitled only to a refund of the purchase money paid. 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.
14. Sale shall be final, absolute and without recourse once title is conveyed on the actual day of closing. 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.
15. 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, tax reimbursements, buyer's premium (if applicable), and closing fees/costs. Possession of property is forbidden until the deed is recorded conveying title to the purchaser. **Title vests upon conveyance of deed.**
16. 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.
17. 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. Any survey description shall be 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.

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 Closing Deadline date. If such conveyance occurs, 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.
19. Notice is given that the property lies within either the East End Historic District or the Colonial Terraces Architectural Design District as designated in the City of Newburgh's current zoning map. This parcel is sold subject to all provision of law applicable thereto. It is the sole responsibility of the purchaser to redevelop such parcel so designated in accordance any additional laws, rules or regulations applicable to those districts.
20. In the event that Seller engaged the services of a New York State Licensed Real Estate Broker in connection with this sale, Seller shall pay said Broker any commission earned pursuant to a separate agreement between Seller and Broker.
21. Within ten (10) business days of approval of sale by the City of Newburgh, the purchaser shall tender a non-refundable downpayment in the amount of \$10,000.00 payable to "City of Newburgh" by money order or guaranteed funds to the City of Newburgh Comptroller's Office. At closing, the downpayment amount shall be credited against the purchase price.

ACKNOWLEDGED AND AGREED

Date: _____

Joseph Mullokandov

TABLED

RESOLUTION NO.: 151 - 2020

OF

JULY 13, 2020

**A RESOLUTION TO AUTHORIZE THE CONVEYANCE OF REAL PROPERTY
KNOWN AS 185 BROADWAY (SECTION 36, BLOCK 1, LOT 2)
AT PRIVATE SALE TO JOSEPH MULLOKANDOV FOR THE AMOUNT OF \$160,000.00**

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 185 Broadway, being more accurately described as Section 36, Block 1, Lot 2, 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 property 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 October 16, 2020, 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>
185 Broadway	36 - 1 - 2	Joseph Mullokandov	\$160,000.00

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

Terms and Conditions Sale

185 Broadway, City of Newburgh (SBL: 36-1-2)

STANDARD TERMS:

1. City of Newburgh acquired title to this property 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 2020-2021, 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 2020-2021, 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 City makes no representation as to whether the property is vacant and/or unoccupied. Evictions, if necessary, are solely the responsibility of the purchaser after closing and recording of the deed. The parcel is being sold subject to the City's Vacant Property Ordinance (Chapter 121) and all provisions of law applicable thereto. Within 30 days of closing, the purchaser must register the property and pay any applicable fees or submit an acceptable rehabilitation plan to the Building Department.
7. 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.
8. 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 purchaser following the closing of sale.

9. 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.
10. The entire purchase price and all closing costs/fees must be paid **by Purchaser** by money order or guaranteed funds to the City of Newburgh Comptroller's Office by the date listed in the approved City Council Resolution, notwithstanding any extensions of time granted pursuant to terms contained herein ("Closing Deadline"). 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.*
11. Provided that the sale is not subject to an owner-occupancy restriction as set forth in paragraph 20, the 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. If purchaser takes title as an entity, purchaser must provide an affidavit listing all of the members or shareholders of said entity, their addresses, their phone numbers, and their percentage ownership stake in the entity. Purchaser must have at least a fifty-one (51%) ownership stake in said entity in order for said entity to take title.
12. 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 from the Closing Deadline. 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 its consideration.
13. In the event that a sale is cancelled by court order, judgment, the Comptroller or the Newburgh City Council, the purchaser shall be entitled only to a refund of the purchase money paid. 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.
14. Sale shall be final, absolute and without recourse once title is conveyed on the actual day of closing. 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.
15. 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, tax reimbursements, buyer's premium (if applicable), and closing fees/costs. Possession of property is forbidden until the deed is recorded conveying title to the purchaser. **Title vests upon conveyance of deed.**
16. 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.
17. 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. Any survey description shall be 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.

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 Closing Deadline date. If such conveyance occurs, 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.
19. Notice is given that the property lies within either the East End Historic District or the Colonial Terraces Architectural Design District as designated in the City of Newburgh's current zoning map. This parcel is sold subject to all provision of law applicable thereto. It is the sole responsibility of the purchaser to redevelop such parcel so designated in accordance any additional laws, rules or regulations applicable to those districts.
20. In the event that Seller engaged the services of a New York State Licensed Real Estate Broker in connection with this sale, Seller shall pay said Broker any commission earned pursuant to a separate agreement between Seller and Broker.
21. Within ten (10) business days of approval of sale by the City of Newburgh, the purchaser shall tender a non-refundable downpayment in the amount of **\$15,000.00** payable to "City of Newburgh" by money order or guaranteed funds to the City of Newburgh Comptroller's Office. At closing, the downpayment amount shall be credited against the purchase price.

ACKNOWLEDGED AND AGREED

Date: _____

Joseph Mullokandov

RESOLUTION NO.: 152 - 2020

OF

JULY 13, 2020

**A RESOLUTION TO AUTHORIZE THE CONVEYANCE OF REAL PROPERTY
KNOWN AS 63 CARSON AVENUE (SECTION 45, BLOCK 7, LOT 5)
AT PRIVATE SALE TO ALEXANDRA CORDERO AND JAVIER CORDERO
FOR THE AMOUNT OF \$40,000.00**

WHEREAS, the City of Newburgh has acquired title to several parcels of real property by exercising its right of reverter pursuant to Section 612 of the Real Property Actions and Proceedings Law of the State of New York; and

WHEREAS, pursuant to Section 13-2 of the City Code of the City of Newburgh, the City may sell any real property at private sale; and

WHEREAS, the City of Newburgh desires to sell 63 Carson Avenue, being more accurately described as Section 45, Block 7, Lot 5 on the official tax map of the City of Newburgh; and

WHEREAS, the prospective buyers have 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 buyers 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 purchasers be and hereby is confirmed and the City Manager is authorized and directed to execute and deliver a quitclaim deed to said purchasers 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 October 16, 2020, 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>
63 Carson Avenue	45 - 7 - 5	Alexandra Cordero Javier Cordero	\$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

63 Carson Avenue, City of Newburgh (SBL: 45-7-5)

STANDARD TERMS:

1. City of Newburgh acquired title to this property 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 2020-2021, 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 2020-2021, 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 City makes no representation as to whether the property is vacant and/or unoccupied. Evictions, if necessary, are solely the responsibility of the purchaser after closing and recording of the deed. The parcel is being sold subject to the City's Vacant Property Ordinance (Chapter 121) and all provisions of law applicable thereto. Within 30 days of closing, the purchaser must register the property and pay any applicable fees or submit an acceptable rehabilitation plan to the Building Department.
7. 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.

8. 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 purchaser following the closing of sale.
9. 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 receipt 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.
10. 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 by the date listed in the approved City Council Resolution, notwithstanding any extensions of time granted pursuant to terms contained herein ("Closing Deadline"). 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. If purchaser takes title as an entity, purchaser must provide an affidavit listing all of the members or shareholders of said entity, their addresses, their phone numbers, and their percentage ownership stake in the entity. Purchaser must have at least a fifty-one (51%) ownership stake in said entity in order for said entity to take title.
11. 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 from the Closing Deadline. 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 its consideration.
12. In the event that a sale is cancelled by court order, judgment, the Comptroller or the Newburgh City Council, the purchaser shall be entitled only to a refund of the purchase money paid. 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 is conveyed on the actual day of closing. 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, tax reimbursements, buyer's premium (if applicable), and closing fees/costs. Possession of property is forbidden until the deed is recorded conveying title to the purchaser. **Title vests upon conveyance 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. Any survey description shall be 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. 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 Closing Deadline date. If such conveyance occurs, 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.
18. In the event that Seller engaged the services of a New York State Licensed Real Estate Broker in connection with this sale, Seller shall pay said Broker any commission earned pursuant to a separate agreement between Seller and Broker.
19. 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.
20. Notice is given that the property lies within either the East End Historic District or the Colonial Terraces Architectural Design District as designated in the City of Newburgh's current zoning map. This parcel is sold subject to all provision of law applicable thereto. It is the sole responsibility of the purchaser to redevelop such parcel so designated in accordance any additional laws, rules or regulations applicable to those districts.
21. Within ten (10) business days of approval of sale by the City of Newburgh, the purchaser shall tender a non-refundable downpayment in the amount of \$1,200.00 payable to "City of Newburgh" by money order or guaranteed funds to the City of Newburgh Comptroller's Office. At closing, the downpayment amount shall be credited against the purchase price.

ACKNOWLEDGED AND AGREED

Date: _____

Date: _____

Alexandra Cordero

Javier Cordero

RESOLUTION NO.: 153 - 2020

OF

JULY 13, 2020

**A RESOLUTION TO AUTHORIZE THE CONVEYANCE OF REAL PROPERTY
KNOWN AS 66 CARSON AVENUE (SECTION 45, BLOCK 6, LOT 30)
AT PRIVATE SALE TO JOSE E. MERA AND LORENA A. GONZALEZ
FOR THE AMOUNT OF \$62,000.00**

WHEREAS, the City of Newburgh has acquired title to several parcels of real property by exercising its right of reverter pursuant to Section 612 of the Real Property Actions and Proceedings Law of the State of New York; and

WHEREAS, pursuant to Section 13-2 of the City Code of the City of Newburgh, the City may sell any real property at private sale; and

WHEREAS, the City of Newburgh desires to sell 66 Carson Avenue, being more accurately described as Section 45, Block 6, Lot 30 on the official tax map of the City of Newburgh; and

WHEREAS, the prospective buyers have 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 buyers 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 purchasers be and hereby is confirmed and the City Manager is authorized and directed to execute and deliver a quitclaim deed to said purchasers 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 October 16, 2020, 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>
66 Carson Avenue	45 - 6 - 30	Jose E. Mera Lorena A. Gonzalez	\$62,000.00

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

66 Carson Avenue, City of Newburgh (SBL: 45-6-30)

STANDARD TERMS:

1. City of Newburgh acquired title to this property 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 2020-2021, 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 2020-2021, 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 City makes no representation as to whether the property is vacant and/or unoccupied. Evictions, if necessary, are solely the responsibility of the purchaser after closing and recording of the deed. The parcel is being sold subject to the City's Vacant Property Ordinance (Chapter 121) and all provisions of law applicable thereto. Within 30 days of closing, the purchaser must register the property and pay any applicable fees or submit an acceptable rehabilitation plan to the Building Department.
7. 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.

8. 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 purchaser following the closing of sale.
9. 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 receipt 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.
10. 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 by the date listed in the approved City Council Resolution, notwithstanding any extensions of time granted pursuant to terms contained herein ("Closing Deadline"). 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. If purchaser takes title as an entity, purchaser must provide an affidavit listing all of the members or shareholders of said entity, their addresses, their phone numbers, and their percentage ownership stake in the entity. Purchaser must have at least a fifty-one (51%) ownership stake in said entity in order for said entity to take title.
11. 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 from the Closing Deadline. 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 its consideration.
12. In the event that a sale is cancelled by court order, judgment, the Comptroller or the Newburgh City Council, the purchaser shall be entitled only to a refund of the purchase money paid. 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 is conveyed on the actual day of closing. 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, tax reimbursements, buyer's premium (if applicable), and closing fees/costs. Possession of property is forbidden until the deed is recorded conveying title to the purchaser. **Title vests upon conveyance 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. Any survey description shall be 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. 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 Closing Deadline date. If such conveyance occurs, 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.
18. In the event that Seller engaged the services of a New York State Licensed Real Estate Broker in connection with this sale, Seller shall pay said Broker any commission earned pursuant to a separate agreement between Seller and Broker.
19. 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.
20. Notice is given that the property lies within either the East End Historic District or the Colonial Terraces Architectural Design District as designated in the City of Newburgh's current zoning map. This parcel is sold subject to all provision of law applicable thereto. It is the sole responsibility of the purchaser to redevelop such parcel so designated in accordance any additional laws, rules or regulations applicable to those districts.
21. Within ten (10) business days of approval of sale by the City of Newburgh, the purchaser shall tender a non-refundable downpayment in the amount of **\$1,200.00** payable to "City of Newburgh" by money order or guaranteed funds to the City of Newburgh Comptroller's Office. At closing, the downpayment amount shall be credited against the purchase price.

ACKNOWLEDGED AND AGREED

Date: _____

Date: _____

Jose E. Mera

Lorena A. Gonzalez

RESOLUTION NO.: 154-2020

OF

JULY 13, 2020

A RESOLUTION TO AUTHORIZE THE CONVEYANCE OF REAL PROPERTY KNOWN
AS 234 FIRST STREET (SECTION 22, BLOCK 5, LOT 21) AND
236 FIRST STREET (SECTION 22, BLOCK 5, LOT 22) AT PRIVATE SALE
TO ELLEN DERMODY FOR THE TOTAL AMOUNT OF \$21,000.00

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 234 First Street and 236 First Street, being more accurately described as Section 22, Block 5, Lots 21 and 22, respectively, on the official tax map of the City of Newburgh; and

WHEREAS, the prospective buyer has offered to purchase these properties 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 properties 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 October 16, 2020, 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>
234 First Street	22 - 5 - 21	Ellen Dermody	\$10,400.00
236 First Street	22 - 5 - 22		\$10,600.00

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 of Sale
234 First Street, City of Newburgh (22-5-21)
236 First Street, City of Newburgh (22-5-22)

STANDARD TERMS:

1. City of Newburgh acquired title to this property 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 2020-2021, 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 2020-2021, 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 City makes no representation as to whether the property is vacant and/or unoccupied. Evictions, if necessary, are solely the responsibility of the purchaser after closing and recording of the deed. The parcel is being sold subject to the City's Vacant Property Ordinance (Chapter 121) and all provisions of law applicable thereto. Within 30 days of closing, the purchaser must register the property and pay any applicable fees or submit an acceptable rehabilitation plan to the Building Department.
7. 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.

8. 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 purchaser following the closing of sale.
9. 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.
10. 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 by the date listed in the approved City Council Resolution, notwithstanding any extensions of time granted pursuant to terms contained herein ("Closing Deadline"). 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. If purchaser takes title as an entity, purchaser must provide an affidavit listing all of the members or shareholders of said entity, their addresses, their phone numbers, and their percentage ownership stake in the entity. Purchaser must have at least a fifty-one (51%) ownership stake in said entity in order for said entity to take title.
11. 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 from the Closing Deadline. 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 its consideration.
12. In the event that a sale is cancelled by court order, judgment, the Comptroller or the Newburgh City Council, the purchaser shall be entitled only to a refund of the purchase money paid. 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 is conveyed on the actual day of closing. 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, tax reimbursements, buyer's premium (if applicable), and closing fees/costs. Possession of property is forbidden until the deed is recorded conveying title to the purchaser. **Title vests upon conveyance 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. Any survey description shall be 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. 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 Closing Deadline date. If such conveyance occurs, 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.
18. In the event that Seller engaged the services of a New York State Licensed Real Estate Broker in connection with this sale, Seller shall pay said Broker any commission earned pursuant to a separate agreement between Seller and Broker.

ACKNOWLEDGED AND AGREED

Date: _____

Ellen Dermody

RESOLUTION NO.: 155 - 2020

OF

JULY 13, 2020

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO
AN AGREEMENT WITH THE BOYS AND GIRLS CLUB OF NEWBURGH, INC.
FOR THE MAYOR'S SUMMER YOUTH EMPLOYMENT INITIATIVE
TO PROVIDE WORK FOR CITY OF NEWBURGH YOUTH
DURING THE SUMMER OF 2020

WHEREAS, the City of Newburgh and the Boys and Girls Club of Newburgh, Inc. have collaborated to offer the Mayor's Summer Youth Employment Initiative for the purpose of providing meaningful work experience for participants; and

WHEREAS, the Mayor's Summer Youth Employment Initiative requires a contract between the City of Newburgh and the Boys and Girls Club of Newburgh, Inc.; and

WHEREAS, funding for the Mayor's Summer Youth Employment Initiative is made possible through an anonymous donor and the Boys and Girls Club, Inc. will be the fiscal agent for the receipt and administration of said funding; and

WHEREAS, this Council finds that entering into the attached agreement with the Boys and Girls Club of Newburgh, Inc. for this purpose is in the best interests of the City of Newburgh;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to execute an agreement with the Boys and Girls Club of Newburgh, Inc. to facilitate and administer the Mayor's Summer Youth Employment Initiative to provide employment for the youth in the City of Newburgh for the Summer of 2020.

AGREEMENT
BETWEEN
BOYS AND GIRLS CLUB OF NEWBURGH, INC.
285 LIBERTY STREET
NEWBURGH, NY 12550
AND
CITY OF NEWBURGH
83 BROADWAY
NEWBURGH, NY 12550

MAYOR'S SUMMER YOUTH EMPLOYMENT INITIATIVE

Boys and Girls Club of Newburgh, Inc. and The City of Newburgh will combine their resources to administer the Mayor's Summer Youth Employment Initiative (the "Program") which will provide summer employment opportunities for City of Newburgh youth funded through a private donation to the Boys and Girls Club of Newburgh, Inc. The Program will begin on or about July 1, 2020 and will terminate on or before August 21, 2020.

Boys and Girls Club of Newburgh, Inc. will:

1. Provide City of Newburgh residents between the ages of 14 to 18 capable of performing outside work (the "participants");
2. Monitor the participants by providing full-time supervisors, age 18 and older, at the worksite (the "supervisors") and ensure that there at least one supervisor for every five participants;
3. Pay the wages to the participants and supervisors and maintain all earnings, social security, and tax records as required; and
4. Maintain workers compensation coverage for the participants.

The City of Newburgh will:

1. Provide jobs and facilitate other projects for the participants; and
2. Maintain sign-in sheets or other attendance records for the participants.

Boys and Girls Club of Newburgh, Inc. and the City of Newburgh will:

1. Comply with all Federal and New York State laws, rules and regulations applicable to the Program described in this Agreement.
2. Agree that no participants or supervisors shall be considered employees of the City of Newburgh for the purposes of the Program described in this Agreement.
3. Provide notification to the other party of any injury and/or accident involving a participant and, for other than injuries and/or accidents, report to the other party any incidents or problems encountered by participants or supervisors and identify any participant who could benefit from special counseling as soon as practicable based on the severity of the incident or problem.

General Provisions:

1. Termination. Either party may terminate this Agreement for cause by providing at least fifteen days' prior written notice to the other party, which notice shall include a list of deficiencies and the opportunity to cure the deficiencies within the fifteen day period.
2. Independent Contractor. Each party shall operate as an independent contractor and agrees that neither party will hold itself out as, nor claim to be officers or employees of the other party, or of any department, agency or unit of the party because of the this Agreement and will not make any claim, demand or application to the other party for any right or privilege applicable to an officer or employee of a party.
3. Subcontracting/Assignment. This Agreement may not be assigned or subcontracted to any other party.
4. Indemnity.
 - a. Boys and Girls Club of Newburgh, Inc. shall and will indemnify and hold harmless the City Of Newburgh, its officers, employees, agents and representatives, from any bodily injury including death, or property damage that shall or may happen to Boys and Girls Club of Newburgh, Inc. and its employees, agents, students and licenses who enter upon the subject premises for any reason except in the event such bodily injury or property damage is caused by the negligence of the City of Newburgh, its agents, servants and employees.
 - b. The City Of Newburgh shall and will indemnify and hold harmless Boys and Girls Club of Newburgh, Inc., and its officers, employees, agents and representatives, from any bodily injury, including death, or property damage that shall or may happen to the City of Newburgh and its employees, agents, students and licensees who enter upon the subject premises for any reason except in the event such bodily injury or property damage is caused by the negligence of Boys and Girls Club of Newburgh, Inc., its agents, servants and employees.
5. 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.
6. Modification. This Agreement may not be modified except by a writing subscribed by both parties to this Agreement.
7. Severability. If any part, term, or provision of this Agreement is declared or found to be illegal, unenforceable, or void, then both parties shall be relieved of all obligations arising under such provisions but the remainder of this Agreement shall be interpreted for the purpose of carrying out the intent of the parties in an equitable manner.

Kevin D. White, Executive Director
Boys and Girls Club of Newburgh, Inc.

Joseph P. Donat, City Manager
City of Newburgh
Per Res. No.

RESOLUTION NO.: 156 - 2020

OF

JULY 13, 2020

A RESOLUTION OPENING A 30-DAY PUBLIC COMMENT PERIOD AND
SCHEDULING A PUBLIC HEARING FOR AUGUST 10, 2020
TO RECEIVE PUBLIC COMMENT ON THE CITY OF NEWBURGH'S
PROPOSED ACTIONS WITH RESPECT TO
THE COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM FOR THE
ANNUAL ACTION PLAN FOR FISCAL YEAR 2021

WHEREAS, the City of Newburgh has prepared a five-year Consolidated Housing and Community Development Strategy and Plan in accordance with the planning requirements of the Housing and Community Development Act of 1974 and applicable regulations; and

WHEREAS, the City is now preparing a one-year Annual Action Plan for FY 2021 in order to implement various elements of the strategies identified in its Consolidated Plan and must satisfy all statutory requirements, including those related to citizen participation;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the time for citizen participation is commenced by opening a 30-day period beginning on August 11, 2020 and closing on September 10, 2020 to receive public comment on the City of Newburgh's proposed actions with respect to the Community Development Block Grant Program for the FY 2021 Annual Action Plan; and

BE IT FURTHER RESOLVED, that due to public health and safety concerns related to COVID-19, the City Council will not meet in-person and in accordance with the Governor's Executive Order 202.1, as amended, the August 10, 2020 City Council meeting will be held via videoconferencing, and a transcript will be provided at a later date. The public will have an opportunity to see and hear the meeting live and provide comments on the proposed CDBG FY2021 Annual Action Plan as follows:

To view the livestream of the City Council Meeting visit: <https://www.cityofnewburgh-ny.gov/live-video-streaming>.

To access the City Council Meeting remotely: join from a PC, Mac, iPad, iPhone, or Android device through the Zoom App: https://zoom.us/webinar/register/WN_qpVoIJXOQl6E-tK0yEYtbA. Please note that there is an underscore between the "N" and "q").

In order to provide comments during the hearing you must register in advance for this webinar no later than 4:00 p.m. on Friday, August 7, 2020 through the Zoom App: https://zoom.us/webinar/register/WN_qpVoIJXOQl6E-tK0yEYtbA. Please note that there is an underscore between the "N" and "q"). Please fill out the required information (First Name, Last Name, E-mail Address). After registering, you will receive a confirmation email containing information about joining the webinar.

Comments can be provided by email before the meeting to comments@cityofnewburgh-ny.gov with the Subject Line in this format: "PUBLIC HEARING ITEM" by 4:00 p.m. on Friday, August 7, 2020. Please check the meeting Agenda posted on the website for further instructions to access the virtual meeting and for updated information.

RESOLUTION NO.: 157 - 2020

OF

JULY 13, 2020

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO APPLY FOR
A NATIONAL ENDOWMENT FOR THE ARTS GRANTS FOR ARTS PROJECTS
PROGRAM GRANT IN THE AMOUNT OF \$50,000.00 WITH A \$50,000.00 MATCH
TO FUND A NEWBURGH 4-WARD ARTS RALLY**

WHEREAS, the Newburgh Arts and Cultural Commission proposes to apply for a National Endowment for the Arts Grants for Arts Projects grant in the amount of \$50,000.00 to fund a Newburgh 4-Ward Arts Rally; and

WHEREAS, the Newburgh 4-Ward Arts Rally Project is a free arts festival over 4 weekends in the City's 4 wards in the Fall of 2021, which seeks to broaden the local audience for cultural events in a variety of disciplines featuring local, emerging artists; and

WHEREAS, the grant in the amount of \$50,000.00 requires a cash and/or in-kind services match in the amount of \$50,000.00; and

WHEREAS, this Council has determined that applying for said grant is in the best interests of the City of Newburgh and its further development;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to apply for a National Endowment for the Arts Grants for Arts Projects program grant in the amount of \$50,000.00 to fund its Newburgh 4-Ward Arts Rally; and to execute all such further contracts and documentation and take such further actions as may be appropriate and necessary to apply for such grant.

RESOLUTION NO.: 158 - 2020

OF

JULY 13, 2020

A RESOLUTION AUTHORIZING THE SETTLEMENT OF
LITIGATION REGARDING THE IN REM TAX FORECLOSURE
OF LIENS FOR THE YEAR 2017 RELATIVE TO
353 LIBERTY STREET (SECTION 11, BLOCK 4, LOT 24)

WHEREAS, The City of Newburgh commenced a proceeding for the foreclosure of certain tax liens, such action being designated as Orange County Index Number 2017-9726; and

WHEREAS, the property owner is prepared to settle such action; and

WHEREAS, this Council has determined that it would be in the best interests of the City of Newburgh and its further development to settle this matter without the need for litigation;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the Director of Finance and Enforcing Officer be and he is hereby authorized to withdraw the liens on the property located at 353 Liberty Street (Section 11, Block 4, Lot 24), in the City of Newburgh, from the List of Delinquent Taxes, as the sum of Twelve Thousand Six Hundred Ninety-Four and 33/100 dollars (\$12,694.33) representing all past due tax liens, together with all interest and penalties accruing thereon, together with all currently due taxes and charges, including but not limited to all open school taxes, water charges and sewer charges, was tendered in full by certified or bank check on or before July 9, 2020.

RESOLUTION NO.: 159 - 2020

OF

JULY 13, 2020

A RESOLUTION AUTHORIZING SETTLEMENT OF A WATER BILL
WITH AN OUT-OF-CITY ACCOUNT FOR THE AMOUNT OF
NINE THOUSAND NINE HUNDRED EIGHTY-SEVEN AND 27/100 DOLLARS
(\$9,987.27)

WHEREAS, William Michalski owned property known as 2 Plank Road in the Town of Newburgh ("Property"); and

WHEREAS, the City of Newburgh provides water services to the Property; and

WHEREAS, William Michalski is now deceased and his son, Steven Michalski, by and through his company, Autumn Sky Development Company, has requested a settlement of the water bill due and owing; and

WHEREAS, the parties have reached an agreement to settle the account for the amount of Nine Thousand Nine Hundred Eighty-Seven and 27/100 dollars (\$9,987.27), and to enter into a Water Service Agreement for the City of Newburgh to continue providing water services to the Property 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 outstanding water bill for the Property in the total amount of Nine Thousand Nine Hundred Eighty-Seven and 27/100 dollars (\$9,987.27), and enter into a Water Service Agreement with Autumn Sky Development Company to provide water services to the Property.

CITY OF NEWBURGH
WATER SERVICE AGREEMENT

THIS AGREEMENT, is made this _____ day of _____, 2020 by and between the **City of Newburgh**, a municipal corporation, with an address of 83 Broadway, Newburgh, New York 12550, (hereafter "City") and **Autumn Sky Development Company**, with an address of P.O. Box 298, New Paltz, New York 12561, (hereafter "Owner") described herein.

WHEREAS, Owner has applied to the Municipality for connection to the City's Water System where the cost of connection to the City's water system and for the provision of water as described herein shall be solely at the expense of the Owner, and this Agreement has been duly authorized by the Owner; and

WHEREAS, the City has determined that entering into this agreement is in the public interest and will not operate to reduce the supply of water so that will be insufficient for the water district or its inhabitants and has been duly authorized by the governing body of the City; and

WHEREAS, the Owner identified above covenants and represents that it is the sole owner of the Property known as **2 Plank Road, Newburgh, New York 12550 (SBL: 84-4-24)** (hereinafter "Property");

WHEREAS, Owner is desirous of entering into an agreement with the City, and to have Owner's property receive water from the City's water system; and

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties hereto agree as follows:

1. **Recitals Incorporated.** All of the "Whereas" clauses shall be incorporated into this agreement and shall have full force and effect as if they were recited herein.
2. **Statement of Use.** The City agrees to permit the building(s) located on the Property to obtain water from the City's water system for residential use only upon the terms and conditions set forth in this Agreement and in compliance with the City's Code of Ordinances and any other applicable law(s) of the State of New York, or any political subdivision thereof. *Any change in building, use or owner shall immediately void this agreement and subject the Owner and/or the Property to the penalties enumerated herein, including but not limited to, termination of water services to the Property.*
3. **Improvements Required for Connection.** If any capital improvements to the City water system are necessary in order to permit connection, Owner is responsible for the design, installation, and maintenance of such improvements at its expense. All such improvements must be designed by a New York State licensed engineer at the expense of the Owner. All plans and specifications must be approved by the City Engineer. All work must be performed by a licensed City plumber. All completed work must be inspected by the City Engineer prior to hookup. Owner must make payment for all such capital costs prior to hookup. Prior to commencing work, Owner's contractor must provide to the City evidence of statutory worker's

compensation insurance and a certificate of liability insurance for not less than \$1,000,000 naming the City as additional insured.

4. **Connection.** Upon payment of any applicable connection fee to the City Clerk, the City agrees to permit the Owner, at the Owner's expense, to connect a water service pipe from their Property to the water service pipe and curb valve at a connection point approved by the City's Water Superintendent. The installation shall be inspected and approved by the Water Superintendent prior to delivery of potable water to the property. All work for the Owner must be performed by a licensed City plumber. The Owner shall be responsible for the design, installation and maintenance of any improvements described in this paragraph.
5. **Water Meter.** Prior to hookup, the City shall provide the required water meter to be installed. The costs of the water meter and installation of the water meter shall be borne by the Owner. *Owner agrees to allow City staff access to its property on a regular basis for the purpose of recording water consumption as recorded on the meter, for billing purposes, and from time to time for inspection, maintenance, and/or replacement of the meter.* Owner is responsible for any necessary repair or replacement of the meter within thirty (30) days of written notice to the Owner from the City.
6. **Capital Costs at Hookup.** If necessary, the Owner shall be responsible for any capital improvement costs deemed necessary by the City for water services to be provided to the Property.
7. **Future Capital Costs.** The City, from time to time, may be required to make additional improvements in order to maintain potable water service to the City water system or the Property. Owner hereby agrees that if the City must incur any additional costs for such capital improvements, the Owner shall be responsible for paying its allocable share of such costs, the final cost of which shall be determined by the City. The City agrees to provide written notice, to the address(es) provided for herein, to the Owner of such required capital costs, and the Owner shall have the option of terminating this Agreement by providing written notice to the Municipality within thirty (30) days after the mailing of said notice by the Municipality to the Owner.
8. **Tenant Status.** It is agreed and understood that the status of the Owner during the term of this Agreement is as an out-of-district user and tenant of the City's water system and that this Agreement confers no rights or status as an owner of property within the City.
9. **No Resale or Reuse of Water.** Owner acknowledges that the water provided pursuant to this Agreement is for use for customary residential purposes only. No other property or use may be supplied with the water by the Owner.
10. **Rules and Regulations.** All City water system use and connections are subject to applicable laws, rules and regulations in effect from time to time, including without limitation Chapter 293 of the City Code. The Owner further acknowledges that the City from time to time adopts rules and regulations for the City water system and agrees that the Owner shall be bound and in compliance with such rules and regulations throughout the term of this Agreement.

11. **Interruptions in Service.** The Owner acknowledges that there may be interruptions in service because of occurrences outside of the reasonable control of the Municipality or because of routine maintenance or an emergency. The Municipality reserves the right to suspend or discontinue service without notice to the Owner under all of these circumstances.
12. **Term.** The term of this Agreement shall be from the date of this Agreement until the end of the calendar year and shall be automatically renewed annually for successive one year periods thereafter unless terminated by the Municipality or the Owner, in writing, pursuant to the terms of this Agreement.
13. **Termination by City.** The City may terminate this Agreement under the following circumstances:
- a. The City may give notice of nonrenewal at the end of the then current term upon 60 days written notice.
 - b. If the Owner is in default of any provision, as determined by the City, provided that the City gives thirty (30) days written notice to the Owner and the Owner fails to correct the default within such thirty (30) day period for any reason.
 - c. If the Owner tampers, or allows tampering, with a meter, backflow preventer, water line connection, or water line.
 - d. Upon sale or transfer of the City's water system, by providing thirty (30) days written notice to the Owner.
 - e. By providing thirty (30) days written notice the Owner if it determines that there is insufficient water to supply the City's needs, or if it determines that a change in law or regulation or judicial decision or interpretation thereof would result in significant additional improvements being required in order to provide potable water to the Property.
14. **Termination by Owner/Sole Remedy.** The Owner shall have the option to terminate this Agreement upon thirty (30) days written notice to the City. Termination shall be effective upon removal of the meter by the Owner and disconnection of service inside the Building on the Property at the Owner's expense. Such removal and disconnection must be inspected and approved by the Water Superintendent. There shall be no refund due to the Owner of any payment for capital improvements made by the Owner pursuant to this Agreement.
15. **Successors in Interest.** This Agreement shall be for the benefit of the Owner and any successive or future owner of the Property during the term of this Agreement, provided that within thirty (30) days of the sale of the Property, Owner shall notify the City in writing of the name and address of the purchaser. Owner acknowledges that it remains responsible for the payment of all amounts due under this Agreement whether or not the Owner occupies and/or owns the Property.
16. **Indemnification and Hold Harmless.** Owner agrees to indemnify and hold harmless the City and its agents, contractors, officers and employees against and from all expenses, losses, claims, liabilities, fines and penalties, including attorneys fees, of any nature incurred by reason of Owner's failure to comply with any provision of this Agreement or for damages to property or injuries to any persons arising out of the Owner's use of the services purchased under this Agreement or related to the performance of this Agreement. Nothing in this Agreement shall

be deemed to make any employees, agents or contractors of Owner the employees, agents or contractors of the City.

17. **Representations.** Owner covenants and represents that it is the sole owner of the Property and that the information submitted to the City is complete and correct. Owner acknowledges that it has made its own investigation into the adequacy and sufficiency of the service to be provided hereunder and that it has not relied upon any representations by the City or its agents, contractors, officers or employees.
18. **Notices.** Any notice to the City shall be in writing and sent by first class mail, postage prepaid, addressed as follows:

Newburgh City Clerk
83 Broadway, City Hall
Newburgh, NY 12550

with copies to:

Newburgh City Water Superintendent
493 Little Britain Road
Newburgh, NY 12550

Office of the Corporation Counsel
83 Broadway, 2nd Floor
Newburgh, NY 12550

All notices to the Owner shall be in writing and sent by first class mail, postage prepaid, addressed to the Owner at the address set forth on the first page of this Agreement.

Such addresses may be changed by notice to the other parties given as provided in this section.

19. **Modification.** This Agreement may be modified only by written agreement signed by the City and Owner.

[The remainder of this page intentionally left blank.]

Signature Page

Water Service Agreement, City of Newburgh with Steven Michalsi
2 Plank Road, Newburgh, New York

This Agreement is entered into as of this ____ day of _____, 2020.

PROPERTY OWNER

Autumn Sky Development Company

By: Steven Michalski

CITY OF NEWBURGH

Joseph P. Donat
City Manager

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

On the ____ day of _____, in the year 2020, before me personally appeared **Steven Michalski**, 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

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

On the ____ day of _____, in the year 2020, before me personally appeared **Joseph P. Donat**, 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

RESOLUTION NO.: 160 - 2020

OF

JULY 13, 2020

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A PAYMENT
OF CLAIM WITH CARLA D. JOHNSON IN THE AMOUNT OF \$2,675.00**

WHEREAS, Carla D. Johnson 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 Two Thousand Six Hundred Seventy-Five and 00/100 Dollars (\$2,675.00) 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 Carla D. Johnson in the total amount of Two Thousand Six Hundred Seventy-Five and 00/100 Dollars (\$2,675.00) 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.

RESOLUTION NO.: 161 - 2020

OF

JULY 13, 2020

A RESOLUTION AUTHORIZING THE SETTLEMENT OF
LITIGATION REGARDING THE IN REM TAX FORECLOSURE
OF LIENS FOR THE YEAR 2017 RELATIVE TO
146 JOHNSTON STREET (SECTION 18, BLOCK 3, LOT 42)

WHEREAS, The City of Newburgh commenced a proceeding for the foreclosure of certain tax liens, such action being designated as Orange County Index Number 2017-9726; and

WHEREAS, the attorney for the property owner has advised the City that she is prepared to settle such action; and

WHEREAS, this Council has determined that it would be in the best interests of the City of Newburgh and its further development to settle this matter without the need for litigation;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the Director of Finance and Enforcing Officer be and he is hereby authorized to withdraw the liens on the property located at 146 Johnston Street (Section 18, Block 3, Lot 42), in the City of Newburgh, from the List of Delinquent Taxes, as the sum of Twenty-Nine Thousand Thirty and 50/100 dollars (\$29,030.50) representing all past due tax liens, together with all interest and penalties accruing thereon, together with all currently due taxes and charges, including but not limited to all open school taxes, water charges and sewer charges, was tendered in full by certified or bank check on or before June 15, 2020.

RESOLUTION NO.: 162 -2020

OF

JULY 13, 2020

**A RESOLUTION AMENDING THE 2020 PERSONNEL ANALYSIS BOOK
TO ADD A FULL-TIME DEPUTY POLICE CHIEF IN THE POLICE DEPARTMENT**

WHEREAS, it has become necessary to restore the position of full-time Deputy Police Chief in the Police Department; and

WHEREAS, the City Council has determined that restoring a full-time Deputy Police Chief position in the Police Department will promote continuity in leadership and efficiency within the Department; the same being in the best interests of the City of Newburgh; and

WHEREAS, restoring a full-time Deputy Police Chief position in the Police Department requires the amendment of the City of Newburgh Adopted Personnel Analysis Book;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the Personnel Analysis Book for 2020 be and is hereby amended to add a full-time Deputy Police Chief position in the Police Department.

RESOLUTION NO.: 163 - 2020

OF

JULY 13, 2020

**A RESOLUTION AUTHORIZING AN AGREEMENT BETWEEN
THE CITY OF NEWBURGH AND ROBERT MCLYMORE FOR
PROFESSIONAL CONSULTING SERVICES TO THE POLICE DEPARTMENT IN THE
AREA OF POLICE DEPARTMENT REVIEW, REFORM AND COMMUNITY RELATIONS**

WHEREAS, by Executive Order No. 203, Governor Andrew M. Cuomo has ordered local governments with police agencies to perform a comprehensive review of current deployments, strategies, policies, procedures and practices and develop a plan for improvement which addresses the particular needs of the community served to promote community engagement and to address any racial bias and disproportional policing of communities of color; and

WHEREAS, the City of Newburgh wishes to enter into the attached agreement with Robert McLymore to provide assistance to the City of Newburgh Police Department to address the requirements of Executive Order No. 203 in the areas of review, reform and community relations in the form of consulting services; and

WHEREAS, the cost of these services will not exceed \$45,000.00 for a term of one-year; and

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

NOW, THEREFORE BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to enter into the agreement with Robert McLymore, in substantially the same form as annexed hereto with any other provision that Counsel may require, for a one-year term at cost not to exceed \$45,000.00 for consulting services in the area of Police Department review, reform and community relations.

AGREEMENT FOR VENDOR SERVICES

THIS AGREEMENT is entered into as of this _____ day of _____, 2020, by and between the CITY OF NEWBURGH, a municipal corporation chartered under the authority of the State of New York, hereinafter referred to as the "CITY," with principal offices at 83 Broadway, City Hall, Newburgh, New York 12550; and ROBERT MCCLYMORE, an individual with principal offices at _____, Newburgh, New York 12550 hereinafter referred to as "VENDOR."

ARTICLE 1. SCOPE OF WORK

VENDOR agrees to perform the SERVICES and identified in Schedule A, (the "SERVICES") which is attached to, and is part of this Agreement. VENDOR agrees to perform the SERVICES in accordance with the terms and conditions of this Agreement. It is specifically agreed that the CITY will not compensate VENDOR for any SERVICES provided outside those specifically identified in Schedule A, without prior authorization, evidenced only by a written Addendum to this Agreement executed by the City Manager of the CITY after consultation with the City Department Head responsible for the oversight of this Agreement (hereinafter "Department Head").

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

restricting or limiting the exercise of the CITY's rights regarding same. VENDOR agrees to defend, indemnify and hold harmless the CITY for failing to notify CITY of same.

ARTICLE 2. TERM OF AGREEMENT

VENDOR agrees to perform the SERVICES and/or supply goods beginning August 1, 2020, and ending July 31, 2021.

ARTICLE 3. COMPENSATION

For satisfactory performance of the SERVICES or, as such SERVICES or goods may be modified by mutual written agreement, the CITY agrees to compensate VENDOR in accordance with the fees and expenses as stated in Schedule B, which is attached to and is part of this Agreement. VENDOR SHALL submit to the CITY an itemized invoice for SERVICES rendered every two weeks, as set forth in Schedule B, and prepared in such form and supported by such documents as the CITY may reasonably require. The CITY will pay the proper amounts due VENDOR within two (2) weeks after commencement of this Agreement, provided the CITY receives Claimant's Certification form. If the Claimant's Certification form is objectionable, the CITY will notify VENDOR, in writing, of the CITY'S reasons for objecting to all or any portion of the invoice submitted by VENDOR.

A not-to-exceed cost of \$45,000.00 has been established for the scope of SERVICES rendered by VENDOR. Costs in excess of such not-to-exceed cost, if any, may not be

incurred without prior written authorization of the City Manager of the CITY, evidenced only by an Addendum to this Agreement, after consultation with the Department Head. It is specifically agreed to by VENDOR that the CITY will not be responsible for any additional cost or costs in excess of the above noted not-to-exceed cost if the CITY'S authorization by the City Manager is not given in writing prior to the performance of the SERVICES giving rise to such excess or additional costs.

Any bills or invoices sent by VENDOR to the CITY more than one (1) year and fourteen (14) days after services which are the subject of such billing have been rendered shall not be paid by the CITY and the CITY shall have no liability therefor.

ARTICLE 4. EXECUTORY CLAUSE

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

ARTICLE 5. PROCUREMENT OF AGREEMENT

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

For a breach or violation of such representations or warranties, the CITY shall have the right to annul this Agreement without liability, entitling the CITY to recover all monies paid hereunder and VENDOR shall not make claim or be

entitled to recover, any sum or sums otherwise due under this Agreement. This remedy, if effected, shall not constitute the sole remedy afforded the CITY for such falsity or breach, nor shall it constitute a waiver of the CITY'S right to claim damages or otherwise refuse payment or to take any other action provided for by law or pursuant to this Agreement.

ARTICLE 6. CONFLICT OF INTEREST

VENDOR represents and warrants that neither it nor any of its directors, officers, members, partners or employees, have any interest nor shall they acquire any interest, directly or indirectly which would or may conflict in any manner or degree with the performance or rendering of the SERVICES herein provided. VENDOR further represents and warrants that in the performance of this Agreement, no person having such interest or possible interest shall be employed by it and that no elected official or other officer or employee of the CITY, nor any person whose salary is payable, in whole or in part, by the CITY, or any corporation, partnership or association in which such official, officer or employee is directly or indirectly interested shall have any such interest, direct or indirect, in this Agreement or in the proceeds thereof, unless such person submits a letter disclosing such an interest, or the appearance or potential of same, to the City Manager and a copy to the Corporation Counsel of the CITY in advance of the negotiation and execution of this Agreement.

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

other action provided for by law, in equity or pursuant to this Agreement.

ARTICLE 7. FAIR PRACTICES

VENDOR and each person signing on behalf of the VENDOR represents, warrants and certifies under penalty of perjury, that to the best of their knowledge and belief:

A. The prices in this Agreement have been arrived at independently by VENDOR without collusion, consultation, communication, or agreement with any other bidder, proposer or with any competitor as to any matter relating to such prices which has the effect of, or has as its purpose, restricting competition;

B. Unless otherwise required by law, the prices which have been quoted in this Agreement and on the proposal or quote submitted by VENDOR have not been knowingly disclosed by VENDOR prior to the communication of such quote to the CITY or the proposal opening directly or indirectly, to any other bidder, proposer or to any competitor; and

C. No attempt has been made or will be made by VENDOR to induce any other person, partnership, corporation or entity to submit or not to submit a proposal or quote for the purpose of restricting competition.

The fact that VENDOR (i) has published price lists, rates, or tariffs covering items being procured, (ii) has informed prospective customers of proposed or pending publication of new or revised price lists for such items, or (iii) has provided the same items to the other customers at the same prices being bid or quoted does not constitute, without more, a disclosure within the meaning of this Article.

ARTICLE 8. INDEPENDENT CONTRACTOR

In performing the SERVICES and incurring expenses under this Agreement, VENDOR shall operate as, and have the status of, an independent contractor and shall not act as

agent, or be an agent, of the CITY. As an independent contractor, VENDOR shall be solely responsible for determining the means and methods of performing the SERVICES and shall have complete charge and responsibility for VENDOR'S personnel engaged in the performance of the same.

In accordance with such status as independent contractor, VENDOR covenants and agrees that neither it nor its employees or agents will hold themselves out as, nor claim to be officers or employees of the CITY, or of any department, agency or unit thereof by reason hereof, and that they will not, by reason hereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the CITY including, but not limited to, Worker's Compensation coverage, health coverage, Unemployment Insurance Benefits, Social Security coverage or employee retirement membership or credit.

ARTICLE 9. ASSIGNMENT AND SUBCONTRACTING

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

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

to pay VENDOR'S employees for past service.

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

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

ARTICLE 10. BOOKS AND RECORDS

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

ARTICLE 11. RETENTION OF RECORDS

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

ARTICLE 12. AUDIT BY THE CITY AND OTHERS

All Claimant Certification forms or invoices presented for payment to be made hereunder, and the books, records and accounts upon which said Claimant's Certification forms or invoices are based are subject to audit by the CITY. VENDOR shall submit any and all documentation and justification in support of expenditures or fees under this Agreement as may be required by the CITY so that it may evaluate the reasonableness of the charges, and VENDOR shall make its records available to the CITY upon request. All books,

Claimant's Certification forms, records, reports, cancelled checks and any and all similar material may be subject to periodic inspection, review and audit by the CITY, the State of New York, the federal government, and/or other persons duly authorized by the CITY. Such audits may include examination and review of the source and application of all funds whether from the CITY, State, the federal government, private sources or otherwise. VENDOR shall not be entitled to any interim or final payment under this Agreement if any audit requirements and/or requests have not been satisfactorily met.

ARTICLE 13. INSURANCE

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

When applicable, VENDOR shall attach to this Agreement certificates of insurance evidencing VENDOR'S compliance with the following requirements:

Each policy of insurance shall contain clauses to the effect that (i) such insurance shall be

primary without right of contribution of any other insurance carried by or on behalf of the CITY with respect to its interests, (ii) it shall not be cancelled, including, without limitation, for non-payment of premium, or materially amended, without fifteen (15) days prior written notice to the CITY, directed to the City Manager, the Corporation Counsel and to the Department Head and the CITY shall have the option to pay any necessary premiums to keep such insurance in effect and charge the cost back to VENDOR.

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

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

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

C. If the insurance is terminated for any reason, VENDOR agrees to purchase an unlimited extended reporting provision to report claims arising from the SERVICES performed or goods provided for the CITY; and

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

ARTICLE 14. INDEMNIFICATION

VENDOR agrees to defend, indemnify and hold harmless the CITY, including its officials, employees and agents, against all claims, losses, damages, liabilities, costs or expenses (including, without limitation, reasonable attorney fees and costs of

litigation and/or settlement), whether incurred as a result of a claim by a third party or any other person or entity, arising out of the SERVICES performed pursuant to this Agreement which the CITY or its officials, employees or agents, may suffer by reason of any negligence, fault, act or omission of VENDOR, its employees, representatives, subcontractors, assignees, or agents.

In the event that any claim is made or any action is brought against the CITY arising out of the negligence, fault, act, or omission of an employee, representative, subcontractor, assignee, or agent of VENDOR either within or without the scope of his respective employment, representation, subcontract, assignment or agency, or arising out of VENDOR'S negligence, fault, act or omission, then the CITY shall have the right to withhold further payments hereunder for the purpose of set-off of sufficient sums to cover the said claim or action. The rights and remedies of the CITY provided for in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or this Agreement.

ARTICLE 15. PROTECTION OF CITY PROPERTY

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

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

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

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

ARTICLE 16. CONFIDENTIAL INFORMATION

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

ARTICLE 17. TERMINATION

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

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

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

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

In the event the CITY terminates this Agreement in whole or in part, as provided in this Article, the CITY may procure, upon such terms and in such manner as deemed appropriate, SERVICES similar to those so terminated, and the VENDOR shall continue the performance of this Agreement to the extent not terminated hereby. If this Agreement is terminated in whole or in part for other than the convenience of the CITY, any SERVICES or goods procured by the CITY to complete the SERVICES herein will be charged to VENDOR and/or set-off against any sums due VENDOR.

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

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

ARTICLE 18. GENERAL RELEASE

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

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

ARTICLE 19. SET-OFF RIGHTS

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

ARTICLE 20. NO ARBITRATION

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

ARTICLE 21. GOVERNING LAW

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

ARTICLE 22. CURRENT OR FORMER CITY EMPLOYEES

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

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

ARTICLE 23. ENTIRE AGREEMENT

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

ARTICLE 24. MODIFICATION

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

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

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

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

THE CITY OF NEWBURGH

VENDOR

BY: _____

CITY MANAGER

BY: _____

NAME:

TITLE:

DATE: _____

DATE: _____

APPROVED AS TO FORM:

Michelle Kelson
Corporation Counsel

Todd Venning
City Comptroller

SCHEDULE A

SCOPE OF SERVICES

OBJECTIVE:

To work with the City of Newburgh to oversee law enforcement reform initiatives and community relations. Report directly to the City Manager and work in close collaboration with the Chief of Police.

SCOPE OF WORK:

One of the main roles of Senior Advisor to the City of Newburgh is to interact and collaborate with the community served. Incumbent will work with local organizations, leaders and ordinary citizens to create and maintain relationships between the City of Newburgh, its Police Department, and the community served by both. In doing so, Senior Advisor will work side by side with community groups to address specific problems and/or work toward specific goals listed below.

Community Relations

- Establish contacts and interacts effectively with external agencies, government officials, the community, and internal staff.
- Conduct logistics in organizing educational and informational programs to stimulate participation in mentoring and prevention activities concerning crime, specifically drugs, violence, gangs, and other public safety-related concerns.

Police Department Review/Oversight

- Conduct short and long term research projects concerning various aspects of police reform, including overseeing the implementation of NYS Executive Order 203, and any subsequent order related to Police Department operations.
- Coordinate, implement, and direct the Police Community Relations and Review Board and other targeted strategic community outreach.
- Serve as liaison with NPD on investigations and establish benchmarks and deliverables based on investigation findings.
- Serve as key advisor on police reform measures determined in conjunction with the State of New York and the best interest of the City of Newburgh.
- Other duties as assigned.

SCHEDULE B

FEES AND EXPENSES

The Vendor, for services defined in Schedule "A", will be compensated in bi-weekly instalments at a cost of \$45,000 for one year. Initial payment will be made on or about August 14, 2020, with subsequent payments made every other week until final payment is issued approximately two weeks following the expiration or termination of this Agreement.

LOCAL LAW NO.: 2 - 2020

OF

JULY 13, 2020

A LOCAL LAW ADDING SECTION 80-3 ENTITLED
"IDENTIFICATION OF POLICE OFFICERS"
TO CHAPTER 80 OF THE CODE OF ORDINANCES OF THE CITY OF NEWBURGH

BE IT ENACTED, by the Council of the City of Newburgh, New York that Section 80-3 entitled "Identification of Police Officers" be and is hereby added to Chapter 80 of the Code of Ordinances and enacted as follows:

SECTION 1 - TITLE

This Local Law shall be referred to as "A Local Law adding Section 80-3 entitled 'Identification of Police Officers' to Chapter 80 of the Code of Ordinances of the City of Newburgh".

SECTION 2 - AMENDMENT

The Code of Ordinances of the City of Newburgh is hereby amended to enact new Section 80-3 to Chapter 80 entitled "Identification of Police Officers" to read as follows:

§ 80-3 Identification of Police Officers

- A. Legislative findings, intent and purpose. The City Council of the City of Newburgh finds that the people of the City of Newburgh are in great debt to the hard work and dedication of police officers in their daily duties. The Council further finds that mistrust of law enforcement officers based on real or perceived discrimination hinders law enforcement efforts and is a threat to public safety. The City of Newburgh Police Department policy already requires that officers provide their name and/or badge number to any individual that requests the information. By requiring police officers to provide the public with identifying information, offering a contact card, and notice of the reasons for their encounters with the police will increase transparency in police practices and to build trust between police officers and members of the public.
- B. Definitions. As used in this section, the following terms have the following meanings:

DEPARTMENT means the City of Newburgh Police Department.

LAW ENFORCEMENT ACTIVITY means any of the following activities when conducted by an officer:

1. Noncustodial questioning of individuals;
2. Stops where an officer has an individualized, reasonable suspicion that the person stopped has committed, is committing, or is about to commit a crime and where a reasonable person would not feel free to end the encounter at will;
3. Frisks;
4. Searches of persons, property, or possessions, including but not limited to searches of homes and vehicles;
5. Traffic stops;
6. Roadblock or checkpoint stops; and
7. Investigatory questioning of victims of or witnesses to crimes.

NON-CUSTODIAL QUESTIONING means the questioning of an individual during an investigation where such individual has not been detained and is free to end the encounter at will.

OFFICER means a sworn police officer of the City of Newburgh Police Department.

- C. Upon initiation of a law enforcement activity, an officer shall:
1. Identify himself or herself to the person who is the subject of such law enforcement activity by providing his or her full name, rank and command;
 2. Provide to such person an explanation of the reason for such law enforcement activity; and
- D. At the conclusion of a law enforcement activity that does not result in an arrest or ticket, the officer shall offer to such person, the officer's business card.
- E. An officer shall not be required to comply with this section where such officer is engaged in an approved under cover activity or operation, and the law enforcement activity is taken pursuant to such undercover activity or operation.
- F. Any business cards used by an officer to identify himself or herself to a person who is the subject of a law enforcement activity shall be pre-printed and include, at a minimum:
1. The name, rank, badge number and police department of the officer; and
 2. Information on how the subject of the law enforcement activity may submit comments or complaints about the encounter, including the telephone numbers and website addresses of the City of Newburgh Police Community Relations and Review Board.

SECTION 4 - SEVERABILITY

The provisions of this Local Law are separable and if any provision, clause, sentence, section, subsection, word or part thereof is held to be illegal, invalid, or unconstitutional, or inapplicable to any person or circumstance, such illegality, invalidity, or unconstitutionality, or inapplicability shall not affect or impair any of the remaining provisions, clauses, sentences, subsections, words or parts of this Local Law or their application to other persons or circumstances. It is hereby declared to be the legislative intent that this Local Law would have been adopted is such illegal, invalid, or unconstitutional provision, clause, sentence, subsection, word or part had not been included therein, and if such person or circumstance to which the Local Law or part here of is held inapplicable had been specifically exempt therefrom.

SECTION 5 - CODIFICATION

It is the intention of the City Council of the City of Newburgh and it is hereby enacted that the provisions of this Local Law shall be included in the Code of Ordinances of the City of Newburgh; that the sections and subsections of this Local Law may be re-numbered and/or re-lettered by the codifier to accomplish such intention; that the term "Local Law" shall be changed to "Chapter", "Section", or other appropriate word as required for codification; and that any such rearranging of the numbering and/or lettering and editing shall not affect the validity of this Local Law or the provisions of the Code of Ordinances affected thereby.

SECTION 6 - VALIDITY

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

SECTION 7 - EFFECTIVE DATE

This Local Law and shall be effective ninety (90) days from the date of enactment and after the filing in the Office of the New York State Secretary of State in accordance with the provisions of New York State Municipal Home Rule Law.