

A regular meeting of the City Council of the City of Newburgh was held on Monday, August 10, 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

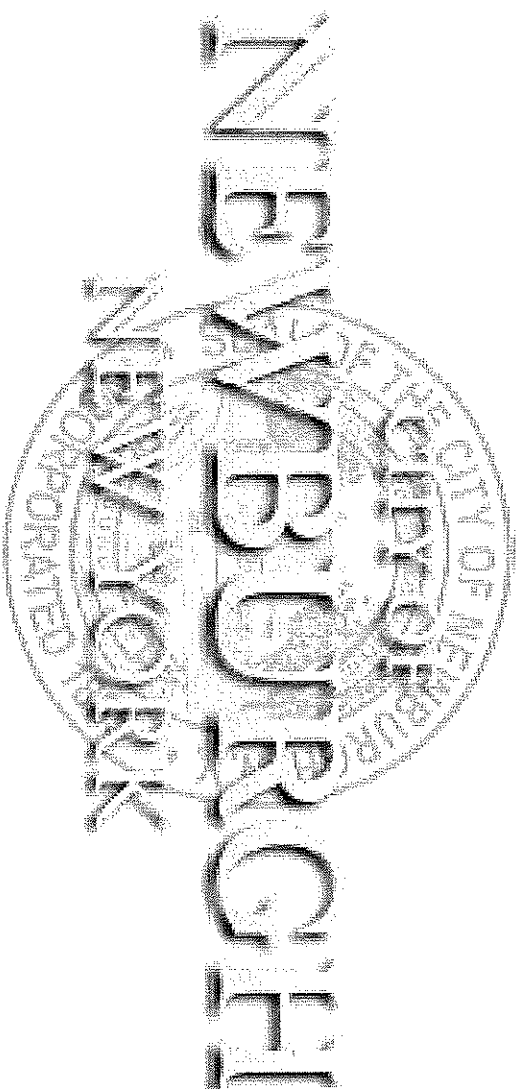
Present: Mayor Harvey, presiding; Councilman Grice, Councilwoman Mejia (entered meeting after roll call), Councilwoman Monteverde, Councilman Shakur, Councilman Sklarz, Councilwoman Sofokles - 7

COMMUNICATIONS

Approval of the Minutes of the City Council Meeting on July 13, 2020

**Councilwoman Sofokles moved and Councilman Grice seconded.
Ayes: Grice, Monteverde, Shakur, Sklarz, Sofokles, 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, August 10, 2020



City of Newburgh Drive-In Movies

Ann Street Parking Lot @ 8:30pm

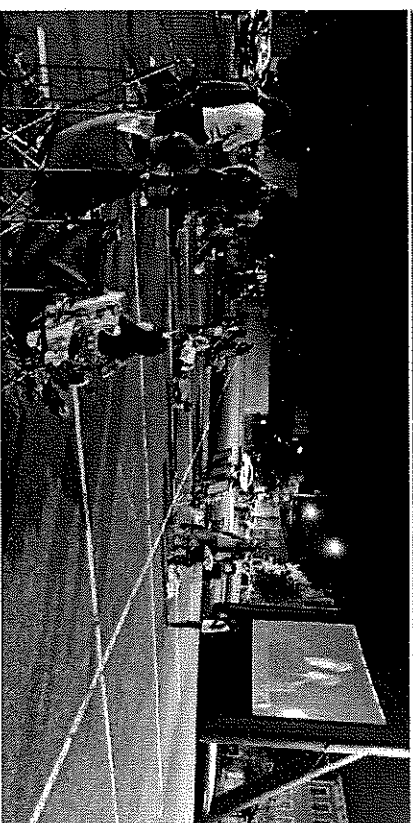
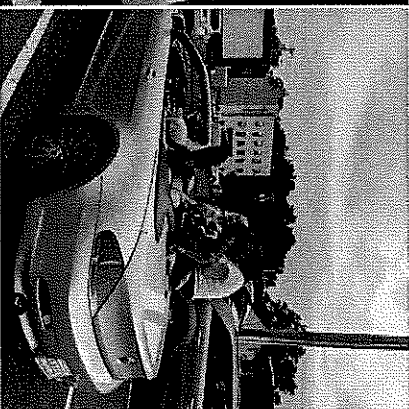
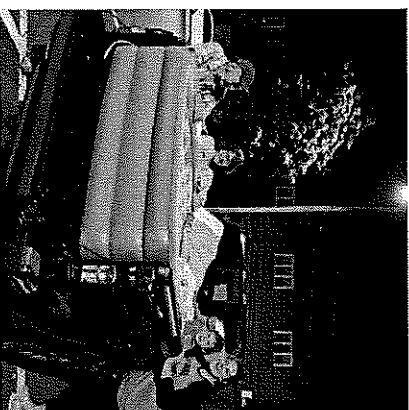
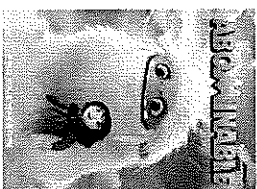
Aug 6 - Frozen II

Aug 13 - The Lion King

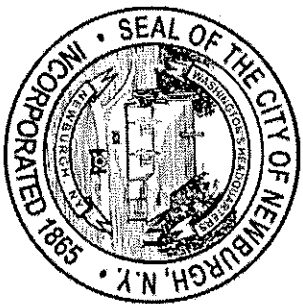
Aug 20 - Abominable

Aug 27 - Space Jam

Walk-Ins
Welcome!



Frozen II on Thursday, August 6



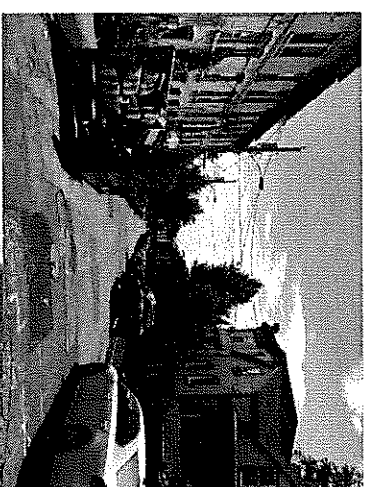
LOVE YOUR BLOCK

Mini-Grants

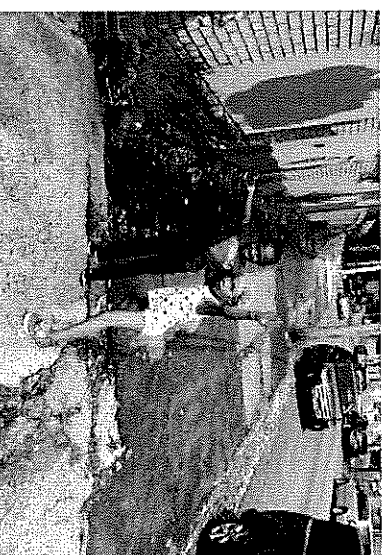
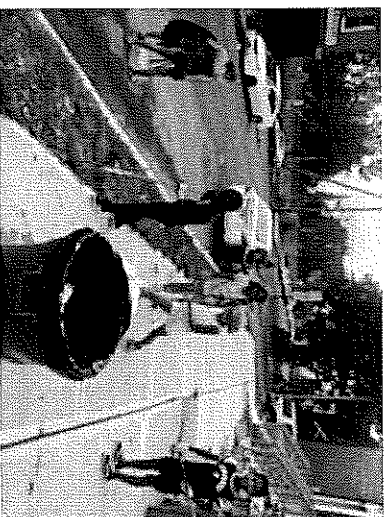


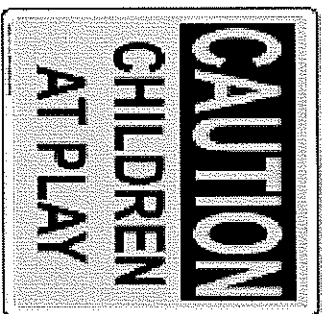
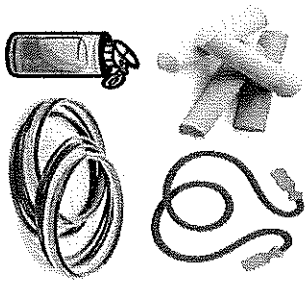
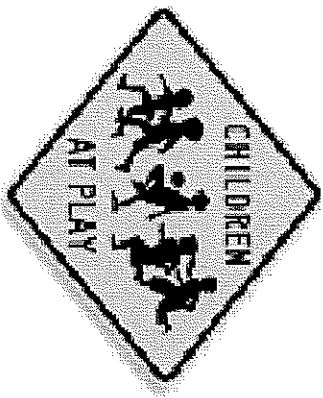
Funding for Neighborhoods

Community cleanups followed by socially-
distant celebrations



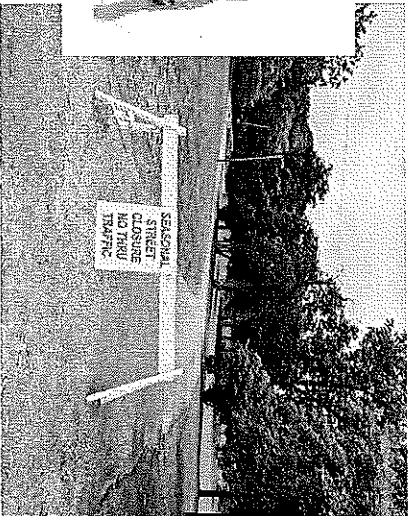
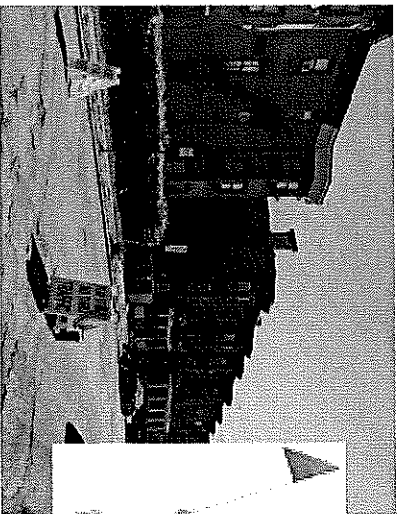
Liberty Street Cleanup



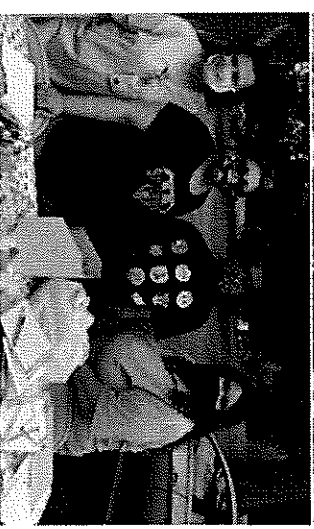
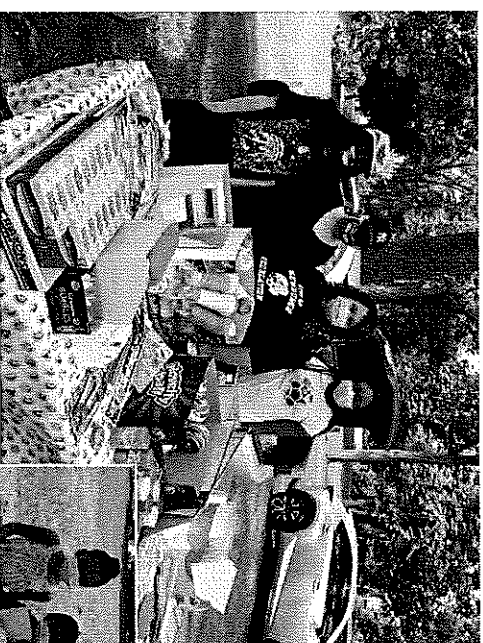


Closed through August

Farrell (between Norton & McKinstry) & South Miller
Overlook Place (between Monument and S. Lander
Chambers Street (between 3rd & Farrington)



Journaling in Downing Park



Exploring Your Visions

Think it - Feel it - Write it

Join us in Downing Park for journaling activities to help children understand their emotions

Monday

Wednesday

Friday

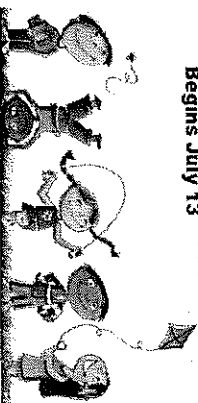
Week 1 - 7/13, 7/15, 7/17

Week 2 - 7/20, 7/22, 7/24

Week 3 - 7/27, 7/29, 7/31

9am-12pm

Begins July 13



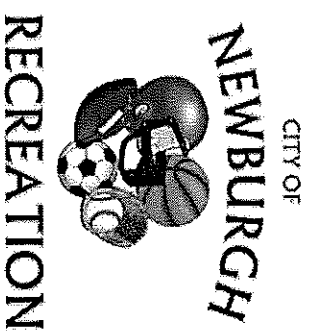
Ideal for ages 6-13

Please wear your face mask and practice social distancing

Funded by Orange County Youth Bureau

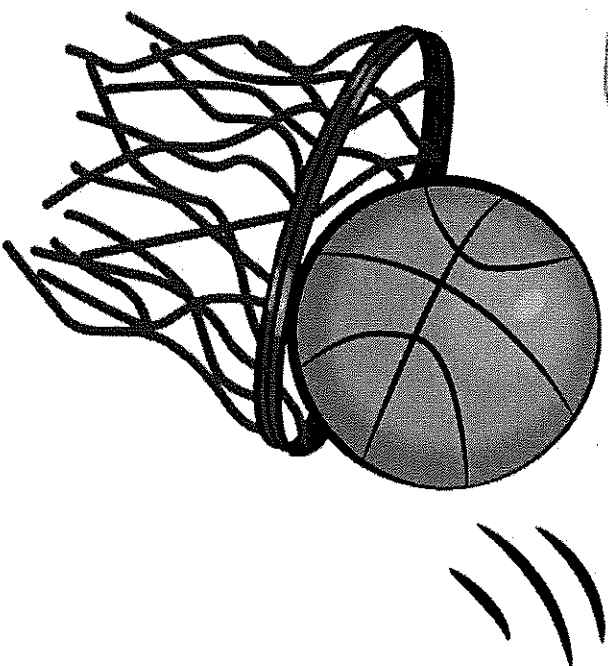


Contact Maritza Wilson
845-565-3230
mwilson@cityofnewburgh-ny.gov





Community Policing on the Court!



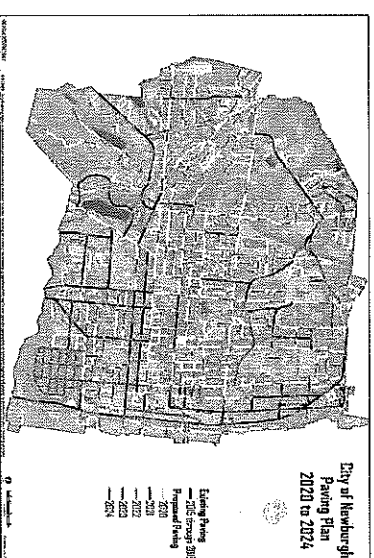
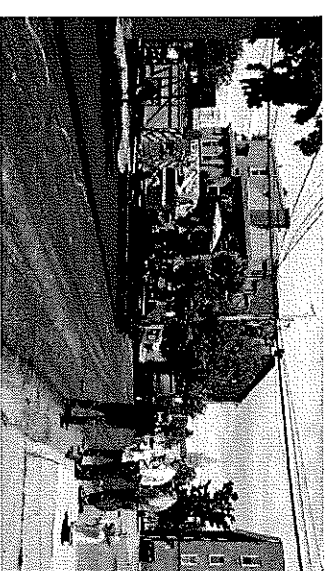
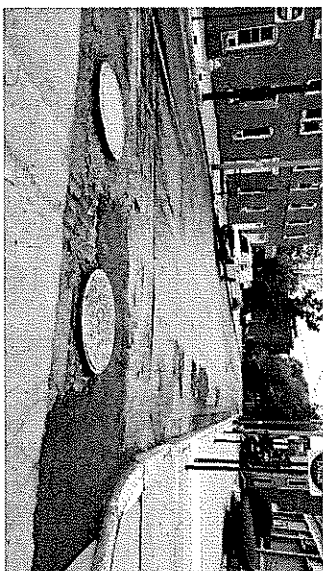
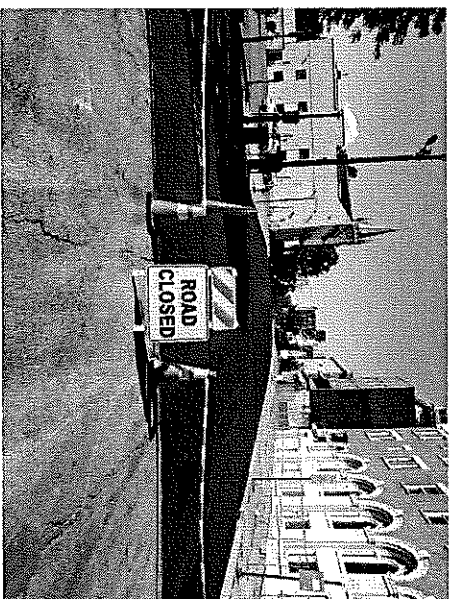
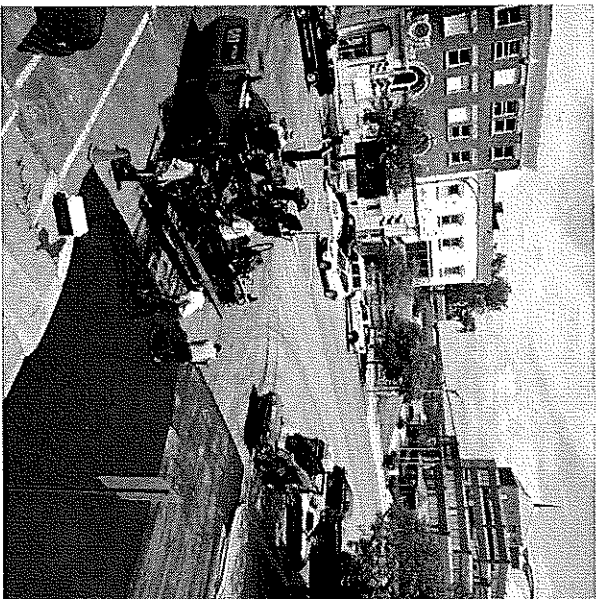


Paving in 2020

Grand Street
(from Washington to Clinton)

Liberty Street
(from Broadway to South)

Colden Street
(from Washington to Renwick)

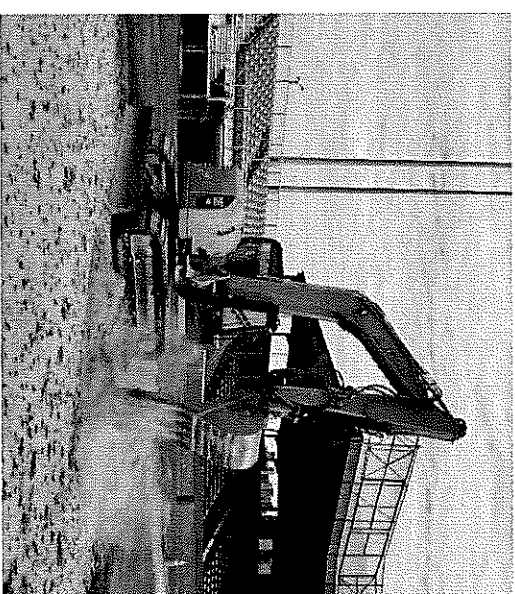
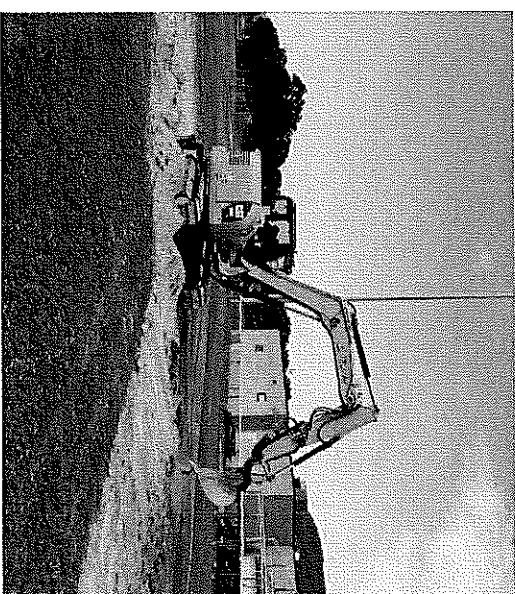
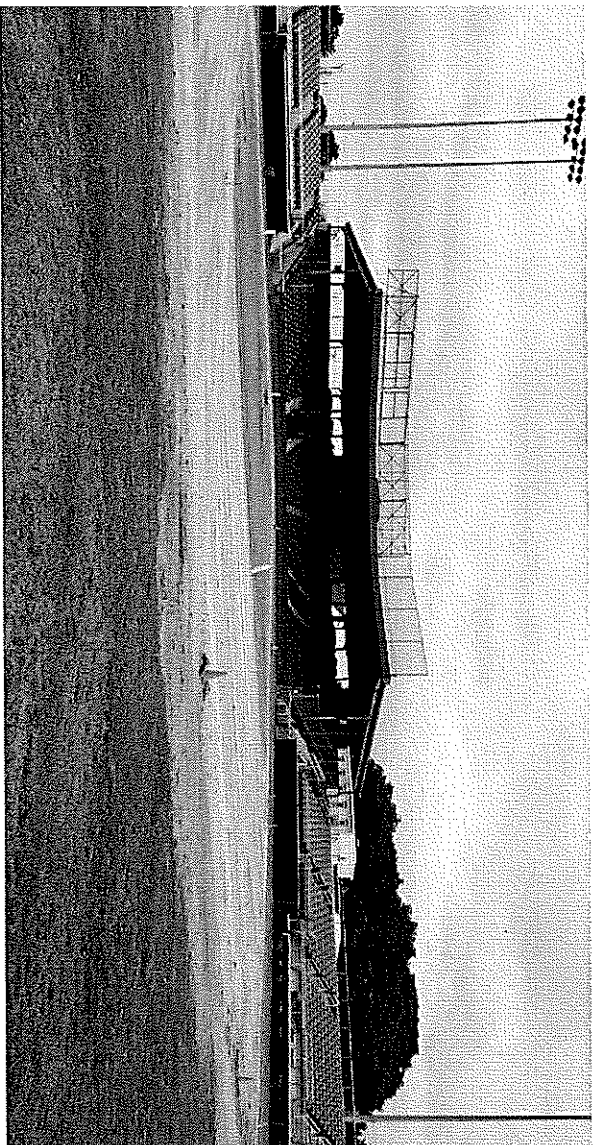
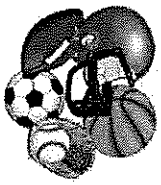


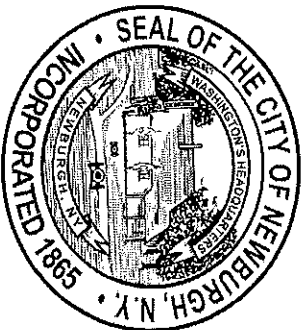
CITY OF
NEWBURGH

**Delano-Hitch
Stadium**

Improvements continue at
this historic site.

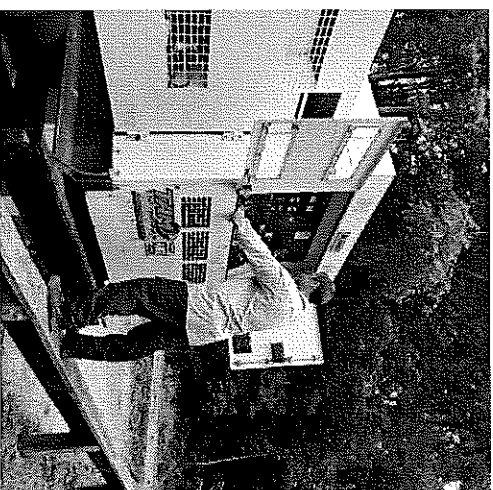
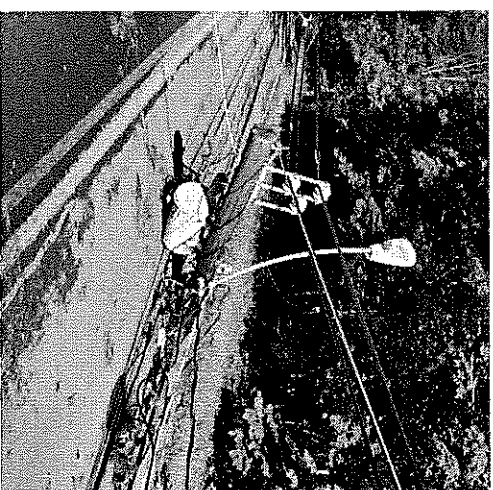
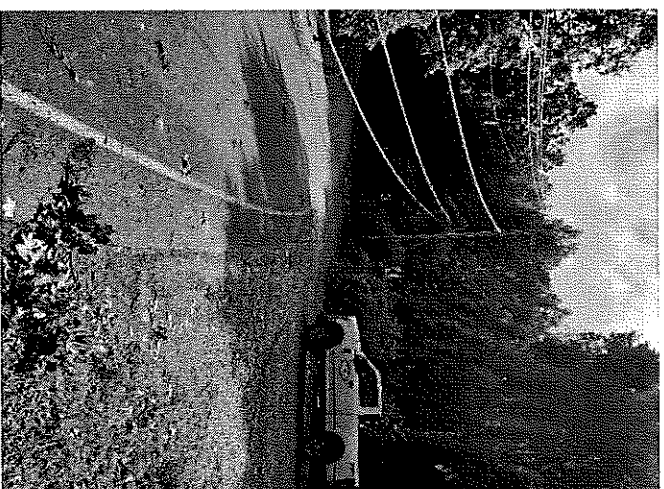
RECREATION

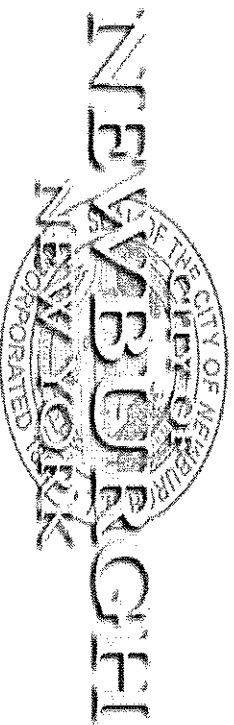




Tropical Storm Isaias

Tuesday, August 4, 2020



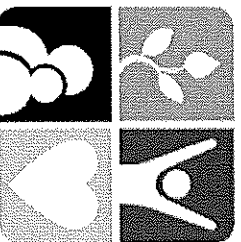


People. Power. Possibilities.

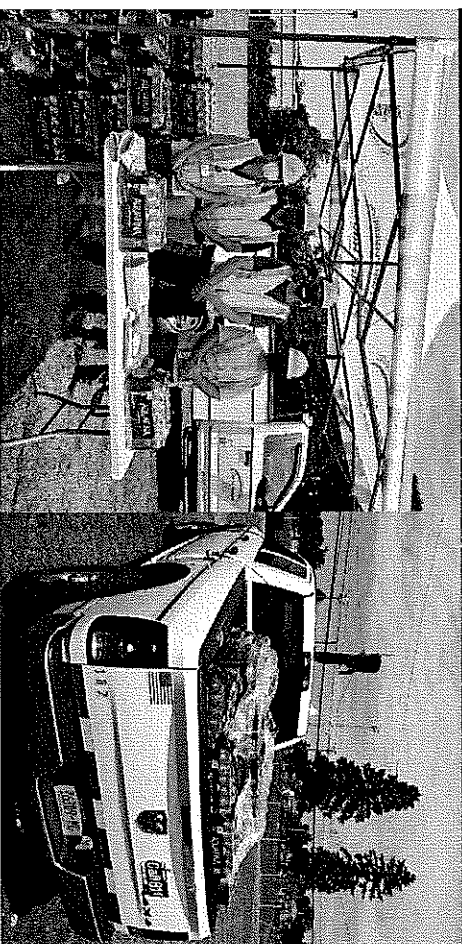
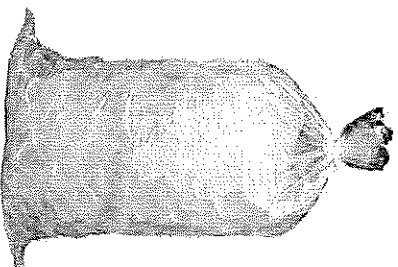
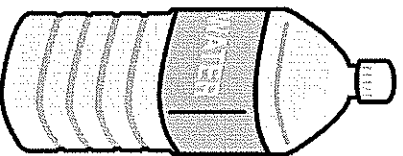
Central Hudson
A FORTIS COMPANY

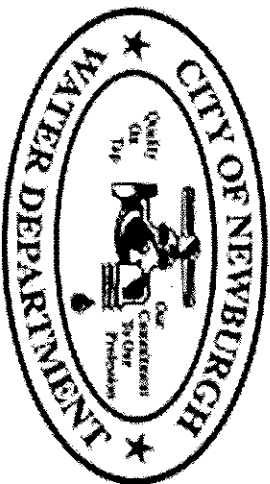


Ice & Water Distribution

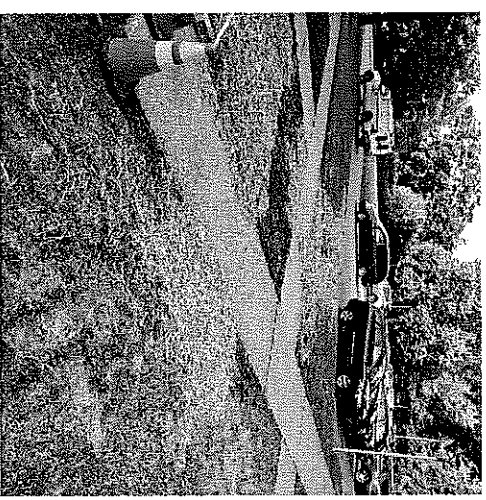
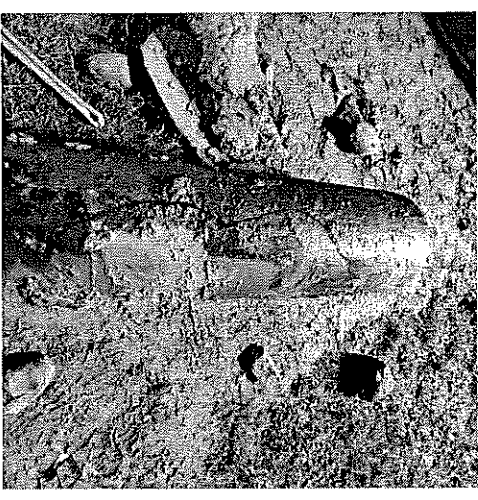
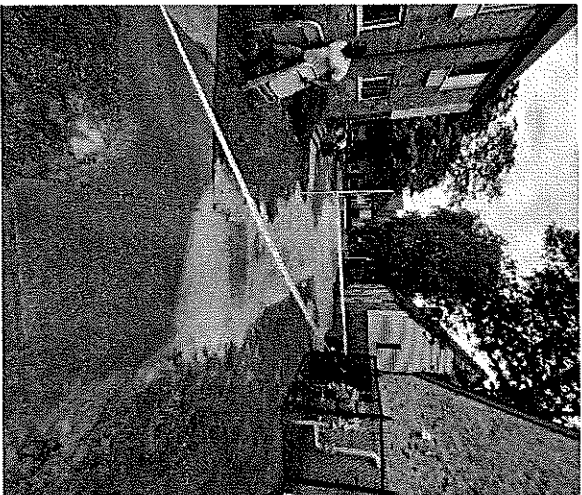


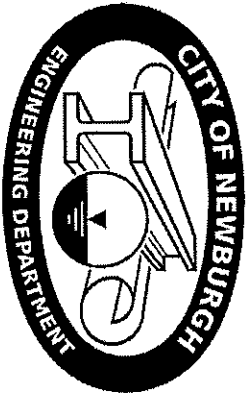
**NEWBURGH
ARMORY
UNITY CENTER**



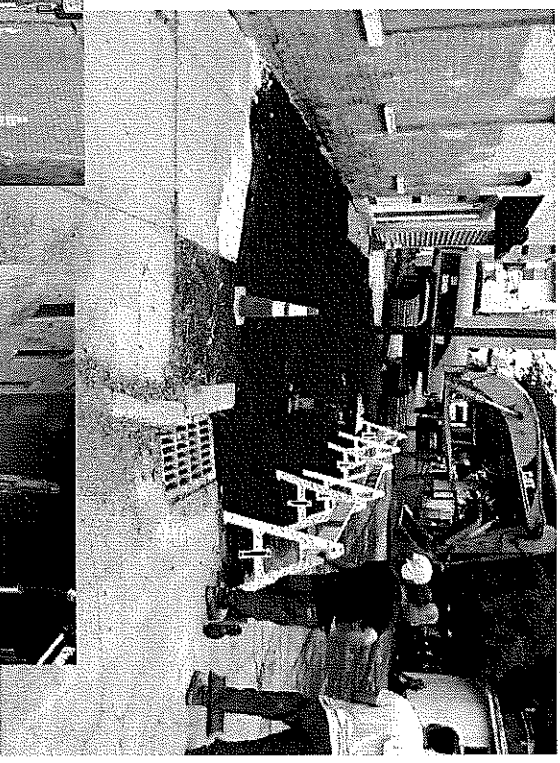
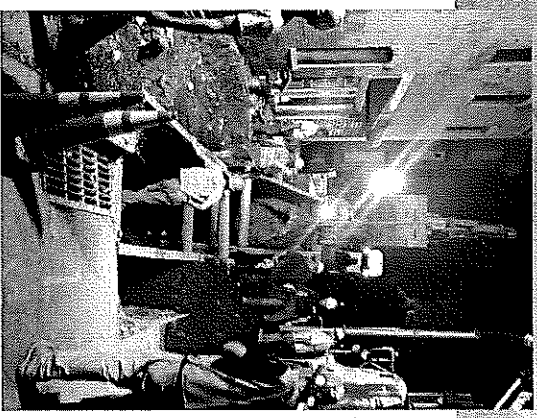
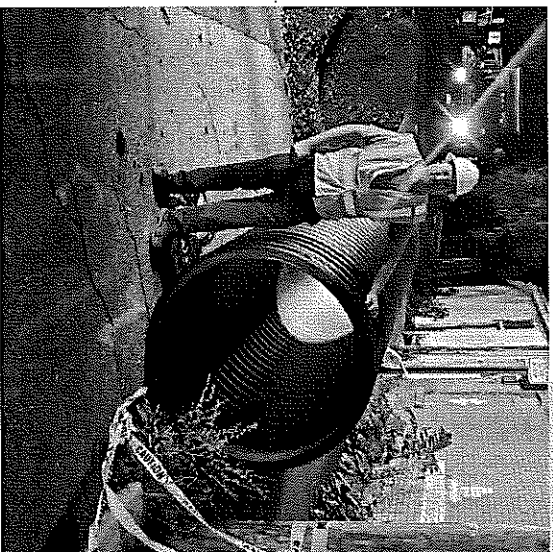
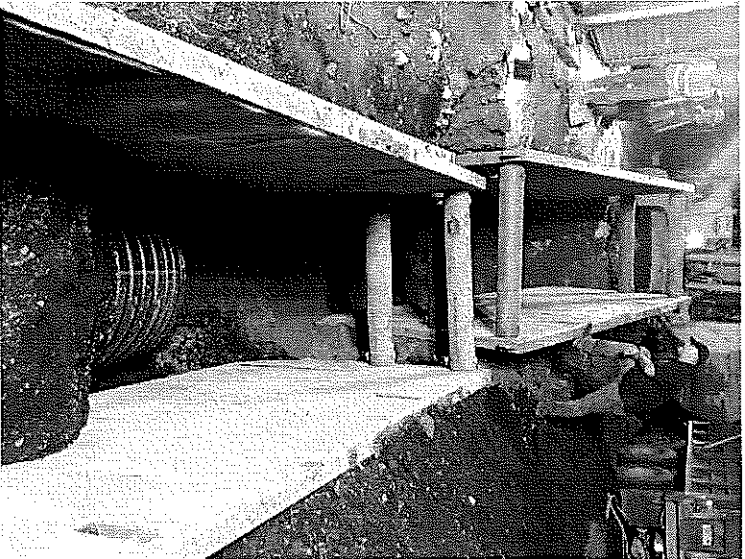


Lake Street Apartments Water Main Break



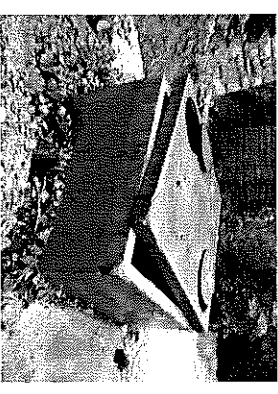
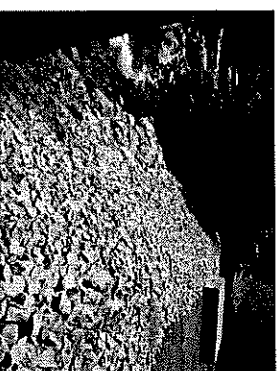
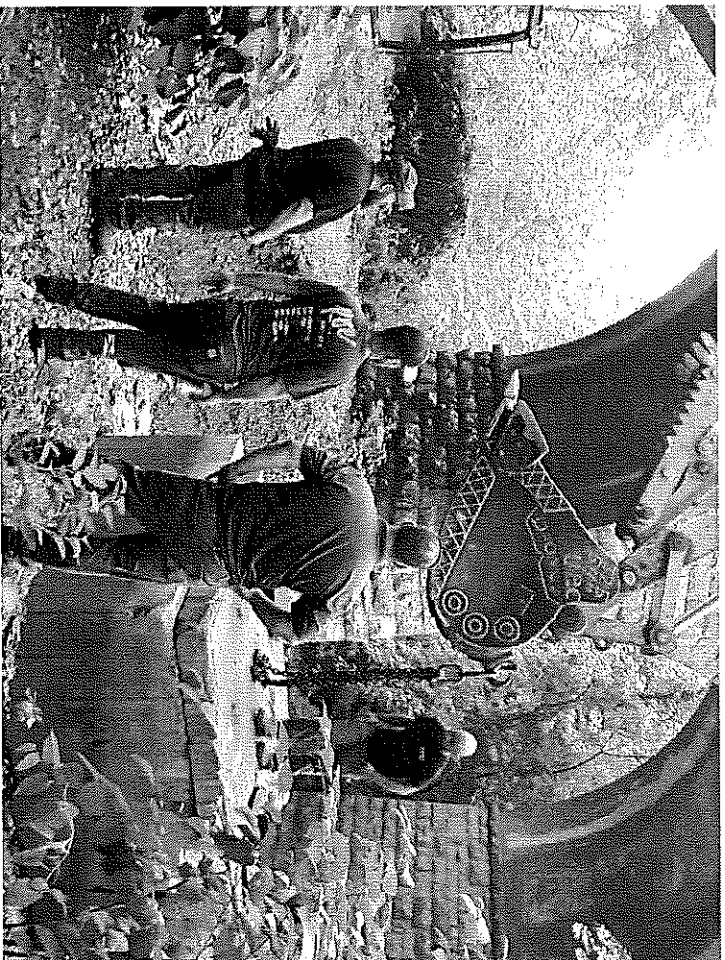


1st & Chambers Repairs





West Trunk Sewer Manhole Eruption



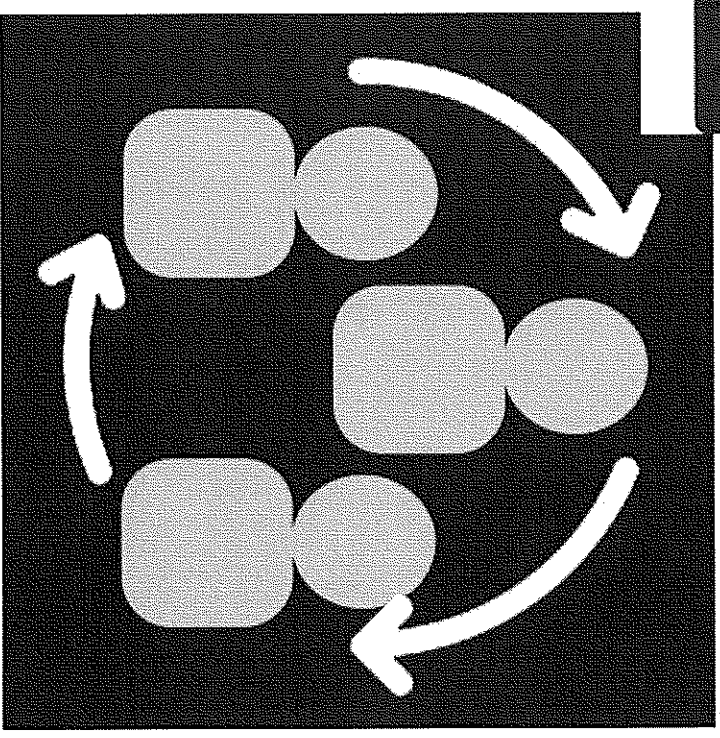
Apply
TODAY!

Policing Advisory Committee

Citizen led committee will work on Executive Order 203:
NYS Police Reform & Reinvention Collaborative

Will address elements of policing including:

- Policy for Use of Force
- Training practices
- Data collection, disclosure & transparency
- Community engagement
- Oversight & discipline
- Complaint procedure
- Equipment



J.E.D.I. COLLABORATIVE™

justice . equity . diversity . inclusion



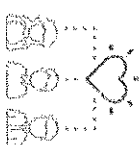
Justice



Equity



Diversity



Inclusion

THE PATH FORWARD TO SYSTEMIC CHANGE

Event Permits

Expand access for socially distant outdoor events.

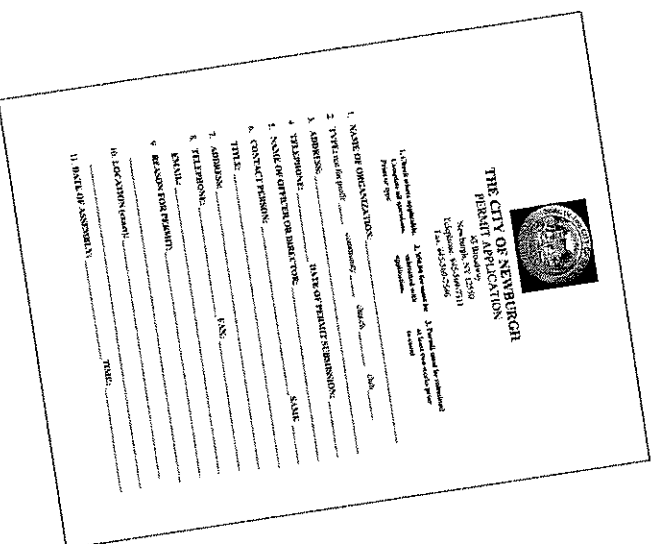
Businesses may apply to host events in front of their establishments, and/or in conjunction with nearby businesses.

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

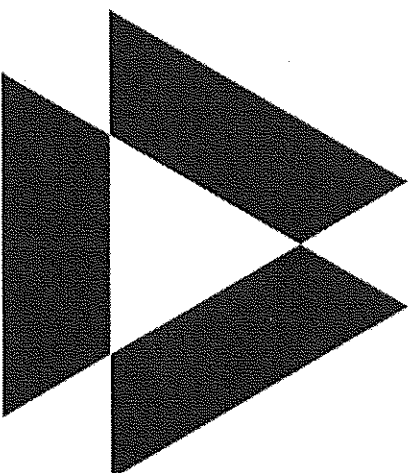
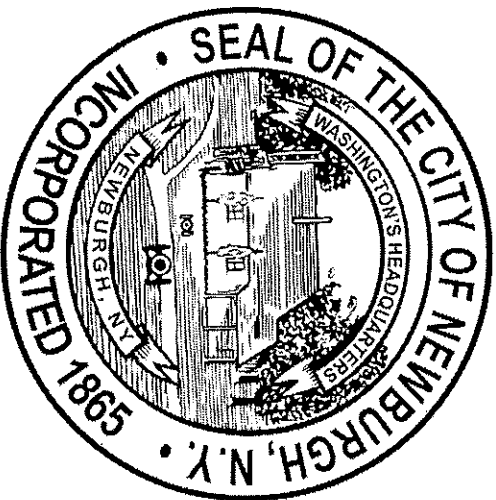
- Comply with Chapter 110 of the City Code of Ordinances
- Conform with NYS Reopening guidelines
- Submit a completed NY Forward Safety Plan
- Signs are to be posted along the block and on car windshields

Read more on the City website

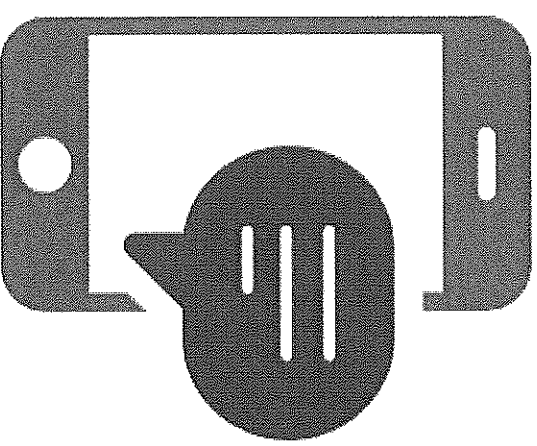
<https://www.cityofnewburgh-ny.gov/home/news/summer-events-in-the-city-of-newburgh>



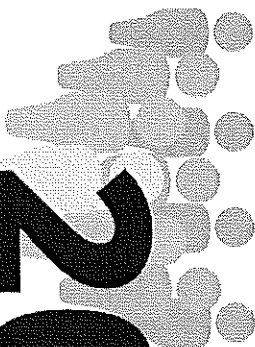
Emergency Notifications



CodedRED®



Text **NEWBURGHALERT** to **99411**



2020 CENSUS

YOUR COMMUNITY IS COUNTING ON YOU

New York Self-Response Rate

58.9%

Newburgh Self-Response Rate

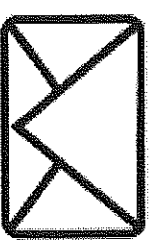
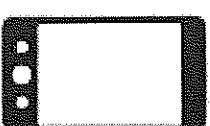
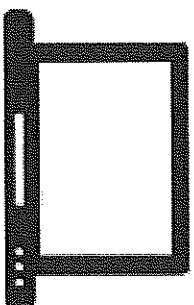
40.6%

(as of August 4)

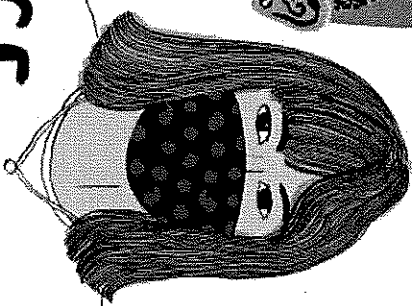
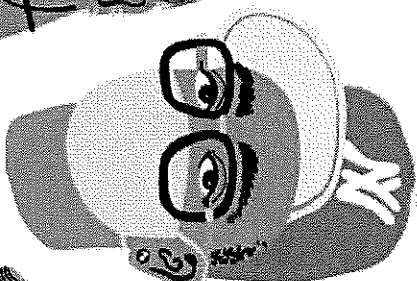
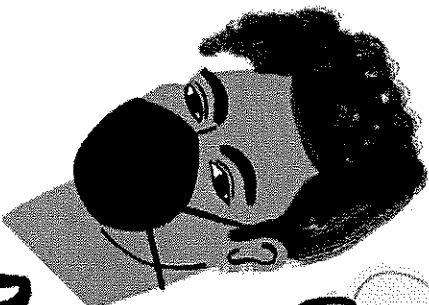
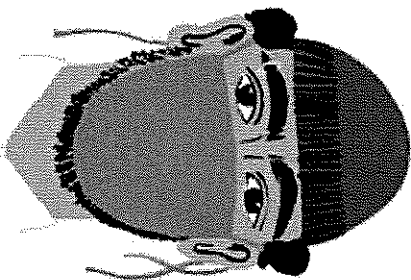
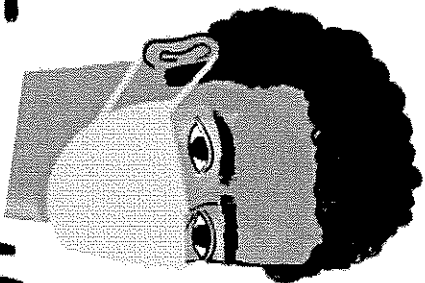
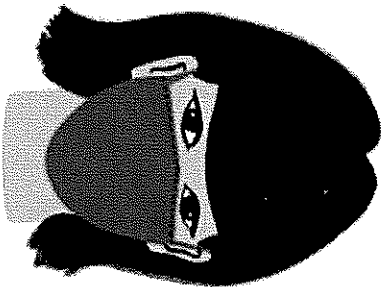
English - 844-330-2020

Spanish - 844-468-2020

Haitian Creole – 844-477-2020



Online By Phone By Mail



ONE small ask

PLEASE
wear a mask

PUBLIC HEARING

Mayor Harvey called for a public hearing that was advertised for this meeting 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.

Alexandra Church, Planning & Development Director stated that this is the first of two required public hearings and she explained the proposed Budget. She reminded everyone that they have translation services for these public hearings if anyone is interested in speaking in Spanish and that they take feedback in multiple ways. They will open the first of two 30-day public comment periods so if you do not want to speak during the public hearing you can also e-mail or call the office.

Councilman Grice said that on the In-rem properties he wonders how we will be using those people if we have River Realty. Also, many residents are responsible for repairing their own sidewalks and sometimes need help. He knows they have talked about this before and wonders if there was any thought to that.

Ms. Church said that River Realty does the cleanout to prepare the interior for sale but they don't mow the lawns, make sure the properties are boarded and clean the vacant lots. As for sidewalks, business sidewalks could fall under the Business Assistance Program but she hears what he is saying about homeowner repairs. We have done it in the past with different levels of success and we are trying something with Cities Rise which will have a function very similar to the lead line replacement program so we will see how that works.

Mayor Harvey wonders if a portion of the infrastructure improvement line could be set aside for the Newburgh Street Sweepers Program. Can that fall under CDBG? He estimates that \$50,000.00 would get that Program up and running. He receives phone calls and e-mails all the time about how dirty our streets are and sanitation is very important and has a health care concern with public safety. Is there a way we can use some funds to jumpstart this program where individuals can work on a part-time basis? He has even received interest from various organizations who would support this if we can get it started to help clean our streets.

Councilwoman Monteverde agrees we need to prioritize the cleaning of the streets because people feel like their complaints are falling on deaf ears. Broadway is our main street and we need to get our streets clean so that our business owners feel supported as well.

Mayor Harvey asked if a City Street Sweeper Program can fall under the HUD guidelines for programs.

Ms. Church said they will certainly look into it but it could potentially be a workforce training program.

Councilwoman Sofokles said that she is a Broadway business owner and she cleans up in front of her own Business as well as the businesses on either side of her because they don't. It should be the responsibility of the business owners and they should get a fine if they don't clean in front of their business.

City Manager, Joseph Donat said that all of these points are very well taken and Ms. Church will look into the workforce training.

Councilwoman Mejia said this is just the beginning of the process and asked if an e-mail could be sent with a copy of the slides.

Ms. Church said she would and noted that it is in both English and Spanish on the City's website under Community Development.

Councilman Shakur asked if the CDBG money we receive is calculated based on Census data.

Ms. Church responded, *"Absolutely, that's an excellent point"*.

Councilman Shakur continued that we will get more money if everyone fills out their Census so we have to make sure that everyone is counted. In regard to street cleaning, this past week ten people showed him tickets they received for alternate side parking but their streets haven't been cleaned so can those tickets be cleared.

Mayor Harvey said that's a good question but the answer is, *"no"*. A lot of our City streets are narrow and if first responders can't get to where they need to go that's also an issue so it's not just for the services we provide.

Councilman Shakur said that people in the first and second wards don't have driveways to park in so it's very critical with people living on limited budgets who are paying tickets for services that are not being provided so can those tickets be voided?

Michelle Kelson, Corporation Counsel said that we do not void tickets. If anyone who owns a car gets a parking ticket and they feel they have a viable defense to that ticket, they should respond by pleading not guilty. Their defense and concerns will be heard by the Parking Tribunal and they may or may not receive relief through that process but City staff does not void parking tickets.

Mayor Harvey said to close out the discussion we have to consider allocating funds for a Street Sweeper Program where people can work, be employed and earn money on a part time basis to get these streets cleaned. There is a responsibility for business owners and residents to clean the trash but on his street people throw food and garbage out of their cars while driving and there is a lot of illegal dumping from people who live in neighboring municipalities so this is something we have to revisit.

Dan Gilbert said there are a number of property and homeowners that are having an issue on Liberty Street between South and Broad Street. A lot of code enforcement and law enforcement is not being taken seriously over there with a lot of late night parties and shooting so perhaps with these funds the City can come up with a positive solution. His business on Broadway employs twenty people full-time and they manage properties so they have received a lot of complaints from working class people who can't sleep at night and they don't feel safe because of the shootings. He has cameras on his building and there was a shooting over a week ago that the Police just contacted him about for the footage. Using some of these funds to help with some quality of life issues would be very helpful.

City Manager, Joseph Donat noted that our new Police Chief, several members of the Council, our Fire Chief and Code Enforcement Officers will be addressing this matter by the end of this month.

Isaiah Valentine, City of Newburgh said it sounds good with money being put into various places. He asked if the mini grants to clean up the streets are part of CDBG. He heard that there were about seven mini grants distributed for this year and feels that for next year we should have at least twenty grants. He applied for one this year but didn't get it which was very unfortunate because he wanted to clean around Audrey Carey Park. Another thing we should have for 2020 is to employ the youth because there is a lot of trash on the streets. CDBG has been helping many individuals and it's appreciated. The Drive-In Movie went well and should be an all year round event. Our City is diverse and City employment should be diverse as well. There are well over one thousand jobs with less than twenty Black people working in the City so that is something the City Council should work on. He thanked Mayor Harvey for supporting Sunday Funday and he asked if the City Council could find a way to donate more money to the Newburgh Youth Advisory because we need more support and every week we do it would be bigger and better. He added that he will be submitting a petition for Audrey Carey Park because there are too many cars speeding past while children are playing. There is also a lot trash in the Park and it would be nice to have someone there at least once a day to pick up the trash. Let's all make an effort to get Census 2020 filled out.

There being no further comments the public hearing was closed.

CITY MANAGER'S REPORT

Resolution No. 164 - 2020 - SEQRA Strooks Felt Dam Removal Declaration of Lead Agency and Negative Declaration

Councilman Grice moved and Councilwoman Mejia seconded.

Ayes: Grice, Mejia, Monteverde, Shakur, Sklarz, Sofokles, Harvey - 7

Adopted

Resolution No. 165 - 2020 - PIN#8758.75 Traffic Signal Signal Improvements Proposal with WSP

Councilman Sklarz moved and Councilwoman Sofokles seconded.

Ayes: Grice, Mejia, Monteverde, Shakur, Sklarz, Sofokles, Harvey - 7

Adopted

Resolution No. 166 - 2020 - Transfer from General Fund to DPW Streets and Bridges Emergency Repair at First Street & Chambers Street

Councilwoman Sofokles moved and Councilman Sklarz seconded.

Ayes: Grice, Mejia, Monteverde, Shakur, Sklarz, Sofokles, Harvey - 7

Adopted

Resolution No. 167 - 2020 - Transfer from Sewer Contingency for Emergency Related Expenses Resulting from the July 8, 2020 Storm Event

Councilman Grice moved and Councilwoman Sofokles seconded.

Ayes: Grice, Mejia, Monteverde, Shakur, Sklarz, Sofokles, Harvey - 7

Adopted

Resolution No. 168 - 2020 - Cyclical Reassessment Plan & Aid

Councilman Sklarz moved and Councilman Grice seconded.

Ayes: Grice, Mejia, Monteverde, Shakur, Sklarz, Sofokles, Harvey - 7

Adopted

Resolution No. 169 - 2020 - Amend 2020 Budget - CHIPS adjustment

Councilwoman Sofokles moved and Councilman Sklarz seconded.

Ayes: Grice, Mejia, Monteverde, Shakur, Sklarz, Sofokles, Harvey - 7

Adopted

Resolution No. 170 - 2020 - PKFOD 2020 Engagement Letter

Councilwoman Sofokles moved and Councilman Shakur seconded.

Ayes: Grice, Mejia, Monteverde, Shakur, Sklarz, Sofokles, Harvey - 7

Adopted

Resolution No. 171 - 2020 - 2020 Amendment to Personnel Book

Councilwoman Sofokles moved and Councilman Grice seconded.

Ayes: Grice, Mejia, Monteverde, Shakur, Sklarz, Sofokles, Harvey - 7

Adopted

Resolution No. 172 - 2020 - 2020 Amendment to Non-Bargaining Resolution

Councilman Grice said that whenever there is a new position or movement he asks if they are bringing in revenue, saving us revenue or improving services. These types of things usually come during budget season so he asked if Mr. Venning could speak to this issue.

Todd Venning, City Comptroller explained that we need these positions going into budget season because we don't currently have them in the right positions. We actually needed this about seven months ago when we first requested them because it's a cost savings, will improve services, is revenue generating and will actually help us continue our process of automation and what we are doing with parking and credit cards that are now being accepted in person and over the phone. We are also currently working with the developers to get them accepted online. Keep in mind we also had a revaluation in the Assessor's Office and there is a complete overhaul of the City Website and IT hardware. Keeping up with all of these various projects, the services and improving the automation along with our budget and audit integrity he hopes we can get these positions finalized tonight.

Mayor Harvey said that he has been sitting with the Comptroller and City Manager for a number of weeks regarding this and he is excited about the automation and transition with new parking meters and services that are going to be implemented soon which will be a very important increase in City revenue. As Mr. Venning said, this action is going to be cost efficient, save money and provide people in the right positions to help us with this transition.

Councilman Shakur moved and Councilman Grice seconded.

Ayes: Grice, Mejia, Monteverde, Shakur, Sklarz, Sofokles, Harvey - 7
Adopted

Resolution No. 173 - 2020 - Contract update for Passport Operating System

Councilwoman Monteverde said she is glad to see this moving forward. When they start to collect the data for parking will they be engaging with the business owners?

Todd Venning, City Comptroller said that initially there will not be an engagement with business owners as what they are trying to do is asses when rush hour is on Broadway versus the Waterfront. They will be monitoring traffic flow and the level of technology the community already engages in.

Councilwoman Monteverde said she was talking to some of the business owners on Broadway that had some questions about it.

Mayor Harvey said that there has to be some communication with the business owners on Broadway because that's our main business corridor for the City. A lot of business owners have complained for years about inadequate parking space for their businesses and that the City should provide some sort of parking passes. Once we go into full implementation of this system those questions and issues are going to come up so that is something for us to look at and consider. He is excited for this system as it's something we have been in need of and it will be a revenue generating change. He asked Mr. Venning if he could speak to the

potential revenue earnings that the City will get from this.

Todd Venning, City Comptroller noted that when the study results are completed and before we move forward, we will be meeting with the various executives, the City Manager, the City Council and the Transportation Advisory Council. We just want to get some data together first and that will all be brought to the Council before a decision is made. From there we will move forward with implementation so it won't be implemented without a full update on where we are with the study. As for revenue, he doesn't have an exact amount but he can definitely say that there would be a significant increase in the revenues over the next two or three years as the Waterfront is not metered at all and it attracts a different crowd than our City residents.

Councilman Shakur asked if there will be parking meters at the Waterfront in the parking lots on this side of the railroad tracks.

Mayor Harvey said we haven't decided where those meters are going to go. This is just a preliminary step to get the parking study done and once that's done those types of decisions will be made. He is excited because right now the City is not earning any revenue on the Waterfront at all.

Councilwoman Mejia noted that there are only two lots at the Waterfront that are City owned so those will have a fee and the others will not because they are privately owned.

Mayor Harvey noted that there are potential meters for Front Street as well.

Councilwoman Monteverde noted that Water Street is owned by NYSDOT.

City Manager, Joseph Donat clarified that this resolution is for amendment number two with Passport Labs to the original contract to allow for electronic payment when these parking changes are implemented.

Councilwoman Monteverde moved and Councilman Grice seconded.

Ayes: Grice, Mejia, Monteverde, Shakur, Sklarz, Sofokles, Harvey - 7

Adopted

Resolution No. 174 - 2020 - Budget Transfer from Fund Balance to Consultant Services

Councilwoman Sofokles moved and Councilman Sklarz seconded.

Ayes: Grice, Mejia, Monteverde, Shakur, Sklarz, Sofokles, Harvey - 7

Adopted

Resolution No. 175 - 2020 - Water Department Budget Transfer

Councilwoman Sofokles moved and Councilman Sklarz seconded.

Ayes: Grice, Mejia, Monteverde, Shakur, Sklarz, Sofokles, Harvey - 7

Adopted

Resolution No. 176 - 2020 - Amendment of the 2020 Personnel Book

Councilman Sklarz moved and Councilman Grice seconded.

Ayes: Grice, Mejia, Monteverde, Shakur, Sklarz, Sofokles, Harvey - 7

Adopted

Resolution No. 177 - 2020 - 48 City Terrace - Release of Covenants

Councilwoman Sofokles moved and Councilman Sklarz seconded.

Ayes: Grice, Mejia, Monteverde, Shakur, Sklarz, Sofokles, Harvey - 7

Adopted

Resolution No. 178 - 2020 - 245 Broadway - Satisfaction of Mortgage

Councilman Grice moved and Councilman Shakur seconded.

Ayes: Grice, Mejia, Monteverde, Shakur, Sklarz, Sofokles, Harvey - 7

Adopted

Resolution No. 179 - 2020 - 10 Farrington Street & 16 Farrington Street - Release of Covenants

Councilman Sklarz moved and Councilman Grice seconded.

Ayes: Grice, Mejia, Monteverde, Shakur, Sklarz, Sofokles, Harvey - 7

Adopted

Resolution No. 180 - 2020 - RUPCO - License Agreement for construction staging in Audrey Carey Park

Councilman Sklarz moved and Councilman Grice seconded.

Ayes: Grice, Mejia, Monteverde, Shakur, Sklarz, Sofokles, Harvey - 7

Adopted

Resolution No. 181 - 2020 - Purchase of 24 Farrington Street

Councilman Grice moved and Councilwoman Mejia seconded.

Ayes: Grice, Mejia, Monteverde, Shakur, Sklarz, Sofokles, Harvey - 7

Adopted

Resolution No. 182 - 2020 - Hudson Vista Medical - contract renewal

Councilman Grice moved and Councilman Shakur seconded.

Ayes: Grice, Mejia, Monteverde, Shakur, Sklarz, Sofokles, Harvey - 7

Adopted

Resolution No. 183 - 2020 - Newburgh Urban Farm & Food, Inc. - new license agreement

Councilman Grice said that Miss Virginia is on the line with us and he hopes we can give her a few minutes to speak on this. Most of us have received a bag of vegetables from Newburgh Urban Farm & Food which is a wonderful program and a great use of space.

Mayor Harvey thanked Virginia for all of the work she and her colleagues are doing at the Newburgh Urban Farm. Some areas of the City don't have access to fresh fruits and vegetables, particularly on the north end. He also thanked her for being flexible and willing to work with the Mayor's Summer Youth Employment Initiative.

Virginia thanked all of the volunteers and the kids from the Summer Youth Program. She

noted that with their latest donation on Friday they were at about eighteen hundred pounds of food that has been donated to ten sites in the City of Newburgh and we will probably hit two thousand by this week or next week. None of this would have been possible if the City Council and City Departments didn't put their faith in us and allow us to do this work. On behalf of the team she expressed thanks to the City Council, the Mayor, the City Manager and Michelle for dealing with the garage issue. It's been a hot but fantastic summer and she strongly encouraged everyone to stop by and see what they are doing.

Councilwoman Sofokles thanked Virginia too. She can see the Urban Farm from her property and it's a wonderful thing. She is very proud to give this extension and it moves her every time she sees the kids working over there. It's amazing the amount of food that they produce.

Mayor Harvey said that they receive a lot of phone calls asking what the City of Newburgh is doing to feed people and noted that there have been a lot of partnerships including the Urban Farm going on since COVID19. With the stimulus bill we were able to allocate some funds to the Urban Farm and other partners to help with food distribution. People don't realize that the Stimulus Bill, Cares Act helped us out a lot and we are hoping for the second Stimulus Bill to get passed. People don't know that things that happen at the federal level help assist us at the local level.

Councilwoman Monteverde moved and Councilwoman Mejia seconded.

Ayes: Grice, Mejia, Monteverde, Shakur, Sklarz, Sofokles, Harvey - 7

Adopted

Resolution No. 184 - 2020 - Genesis Ramos - professional services consulting agreement

Councilman Shakur said that this person has already been on a Board for years that has not been diversified.

Mayor Harvey said that Ms. Ramos has been on the Strategic Economic & Development Initiative Board which she co-Chaired. She and the other members have worked hard to move our City forward with developing vacant properties and in his view that Board is very diverse. There could always be more diversity but people have to have an interest in being on a Board and we made it as diverse as we could with the individuals who applied. He thinks she has done a great job thus far and noted that it is a volunteer board. This resolution is specific to Ms. Ramos who is a Newburgh native and he has worked with her in different capacities. She is a well-educated young woman from our community who is very active in our community and her work and credentials speak for themselves.

Councilman Sklarz moved and Councilman Grice seconded.

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

Nays: Shakur-1

Adopted

Resolution No. 185 - 2020 - RFP Award to RECAP for pre-development costs under Cities RISE

Mayor Harvey said he is proud of everyone involved with the Cities RISE Program. We went to Harvard and got some funds for RISE Phase III which is helping our City and

community get rid of urban blight and provide for upgrades and improvements.

Councilwoman Sofokles moved and Councilman Grice seconded.

Ayes: Grice, Mejia, Monteverde, Shakur, Sklarz, Sofokles, Harvey - 7

Adopted

Resolution No. 186 - 2020 - RFP Award to Newburgh Ministry for pre-development costs under Cities RISE

Councilman Sklarz moved and Councilman Grice seconded.

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

Nays: Shakur-1

Adopted

Resolution No. 187 - 2020 - Subrecipient Agreement - Community Development Block Grant (CDBG) Coronavirus Aid, Relief, and Economic Security Act (CARES Act) (CDBG-CV) Project, Food Security in the City of Newburgh In Response to the Coronavirus - RECAP

Councilwoman Monteverde moved and Councilman Sklarz seconded.

Ayes: Grice, Mejia, Monteverde, Shakur, Sklarz, Sofokles, Harvey - 7

Adopted

Resolution No. 188 - 2020 - Subrecipient Agreement - Community Development Block Grant (CDBG) Coronavirus Aid, Relief, and Economic Security Act (CARES Act) (CDBG-CV) Project, Food Security in the City of Newburgh In Response to the Coronavirus - Newburgh Urban Farm and Food

Councilman Sklarz moved and Councilwoman Mejia seconded.

Ayes: Grice, Mejia, Monteverde, Shakur, Sklarz, Sofokles, Harvey - 7

Adopted

Resolution No. 189-2020 - Group Fitness Instruction, Downing Park

Councilwoman Sofokles said that she loves the idea of people coming into the Park but the City Manager made it very clear that if they want to come into the Park they cannot charge a fee and they have to have a permit and insurance. That has to be part of the agreement. We welcome them with open arms but they have to have insurance.

Mayor Harvey added that they discussed at the Work Session that people doing fitness in the Park would not be allowed to charge a fee but he asked Corporation Counsel about the insurance because that was not discussed. Do they have to have a permit and insurance? Michelle Kelson, Corporation Counsel said that it's a vendor service agreement that will cover all of the issues that were raised by the Council on how it should operate and there will be no charge to the public for any classes. The vendor services agreement that will be signed includes the insurance requirement and provides a scope of services that identifies the type of class they will be engaging in with proof of their eligibility. They will have to make sure that the number of people who come in to participate sign a liability waiver and practice social distancing. This is going to be in lieu of an Event Permit and it's a separate City program.

Mayor Harvey asked what happens if a group of dancers or fitness participants shows up

to the Park and they don't have a permit or insurance.

Ms. Kelson noted that this is not for pop up classes. If they want to participate in this program they can go to the Planning & Development Office and provide what is needed. If they meet all of the requirements then they will get an agreement tailored to their class and they will be able to hold that class based on a schedule that will be developed.

Mayor Harvey said that if we put this into place and a group shows up to the Park, he knows that Councilwoman Sofokles will be contacting him. We often put these things into place with procedures and people do what they want anyway.

Ms. Kelson said we are trying to avoid that which is why we tried to create a program whereby if approved there will be announcements and a press release. If a Yoga Instructor or a Zumba Teacher, etc. is interested in holding a class then they need to apply to the City and sign a contract. Then there will be a schedule of when those classes are to be held.

Councilman Shakur said this is through November 27, 2020 so is that the last filing date or is that when the Program is over?

Ms. Kelson said that's when it's over as we want this to be based on weather. If we have warm weather into October and November then classes can continue outside but usually around Thanksgiving is when the weather starts to change so we think that will be a good time for those classes to end.

Mayor Harvey asked if this resolution will carry over into the next year.

Ms. Kelson said, "No" but if it works well and we are still in a COVID situation in the spring we can bring it back.

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

Resolution No. 190 - 2020 - PCRRB - Appointments

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

Resolution No. 191 - 2020 - Settlement Agreement for 189 North Miller Street

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

Resolution No. 192 - 2020 - To Execute a Payment of Claim

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

Adopted

Resolution No. 193 - 2020 - Authorizing a Settlement of Litigation

Councilman Sklarz moved and Councilman Grice seconded.

Ayes: Grice, Mejia, Monteverde, Shakur, Sklarz, Sofokles, Harvey - 7

Adopted

Resolution No. 194 - 2020 - Settlement of Litigation Regarding Tax Foreclosure for 36 South Miller Street

Councilman Shakur moved and Councilwoman Sofokles seconded.

Ayes: Grice, Mejia, Monteverde, Shakur, Sklarz, Sofokles, Harvey - 7

Adopted

NEW BUSINESS

Councilman Grice said as we are moving to smart street lights there will be a collection of data so he is not sure if there is legislation that already exists on how we will collect that data and what we will use it for. He knows they gave Ms. Kelson a list and he will stop by her office to discuss what they can do about that. He added that a lot of people have been doing some wonderful things in the City of Newburgh so he would like to find a way to honor those people to make them an official part of what we do as a City. He knows that Councilwoman Monteverde has done Block Captains before and there are some people interested in that so he would appreciate discussing something like that.

Mayor Harvey said he supports the items that Councilman Grice spoke about and maybe in September they can choose a weekend to do something nice to honor them in a way to say thank you for helping and name them as a Captain to that block. Moving forward we can figure out how to provide incentives for that effort to grow and have Block Captains in other areas of the City.

Councilwoman Mejia added that they all agreed to use the spreadsheet and she doesn't want to lose the momentum about using it as a mediation with the Legal Department and the Executive Office. We have to continue to populate the legislation sheet and keep it active and leave notes for Corporation Counsel as we move forward. She recommended her suggestion about ranking it and for those of us who can't log on we can do it via phone. If we could all just take five minutes to rank the priorities of the ones already listed, Michelle can have a better timeline legislation sheet that we could continue to move forward.

Councilman Shakur said we just did a Sunday Fun Day in the Park and he wanted to thank the Boys and Girls Club for doing a wonderful job.

Councilman Sklarz said that when we get close to implementing the street lighting we need to be very clear and transparent with the community on what the system can do and what we are and aren't going to do with it. There is a lot of chatter out there about street lights and the data they can collect so whatever we are going to collect we should tell people.

Mayor Harvey said there are already about thirty street cameras throughout the City. Between 2016 and 2017 there were twelve first generation cameras and only six of those worked and then we got involved and obtained thirty to thirty five new digital cameras that

can be moved from one post to another. The lights with new LED lighting have the capability of having cameras attached to them once they are implemented. He agreed with Councilman Sklarz that all of these matters need to be communicated and we need to be transparent about cameras. The point is to use those cameras as a deterrent so people will think twice and behave differently.

Councilwoman Sofokles said she agrees with that and noted that since she has been on the Council she has someone on almost every block that she speaks to regularly to ask what is happening in their neighborhood and to find out what is going on. These people are her friends and constituents and they do it because they want to keep their blocks safe. She doesn't know if we need to recognize them but a thank you every so often is a good thing which is what she tries to do.

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

OLD BUSINESS

Councilman Grice asked for an update from Ms. Kelson on CCA Legislation and said they could talk about that later. He also asked about raising the fines for illegal dumping so when those individuals are caught they will have to pay a stiffer fine.

Councilman Sklarz said they spoke about having at least a minimum fine.

Michelle Kelson, Corporation Counsel said they decided it would be helpful to create a spread sheet of all of their individual legislative projects and she received an updated version of that today. She now has a list of projects that the Council is interested in moving forward but they have not addressed a timeline. She will work with the Council to put together a timeline and these two items are on the list so they can decide together in what order and what priority they want these projects to move forward. That discussion is going to happen at some point this week.

Mayor Harvey wants to make sure we have on that spreadsheet subpoena power for the Police Community Relations & Review Board. He knows it's going to take a lot of communication and work to create that legislation and that the Police Chief, City Manager and Union President has to be looped in. We also need our Technology Department to give us an update on our Comprehensive Video Surveillance Program at the next meeting so we can hear what cameras are working and which ones are in need of repair. In the last BAN there were some funds requested to purchase thirty more digital cameras with rotation to add to the surveillance which will help us with some of the matters we've discussed regarding Liberty Street and the challenges our residents have spoken about. Also we have discussed at previous meetings on how to get a grant program for homeowners and businesses to subsidize with purchasing cameras. Lastly he had discussed with the previous Police Chief about implementing a License Plate Reader Program to monitor vehicles coming in and through our City. We want to make sure we have the technology we need to help our Police Department deter crime in our City.

Councilman Shakur thanked all of the former members of the Police Community Relations & Review Board for all of the work they did.

Mayor Harvey thanked the former members also and encouraged them to submit their names for the Executive Order 203 Police Advisory Committee which is still receiving letters of interest through this Friday, August 14th so there is still an opportunity to participate on this Advisory Committee. He noted that this is separate from the Police Community Relations & Review Board.

Michelle Kelson, Corporation Counsel recommended that the Chairperson for the Police Community Relations & Review Board be appointed to a seat on the Advisory Committee.

Mayor Harvey said he agrees with that and asked if anyone on the Council objected.

There were no objections

Councilwoman Mejia suggested that maybe in October/November we could have a status update on where they are because their recommendations are due in the State by April. She wants to make sure this is phased in and we are having conversations with everyone aware and engaged. This is an opportunity for significant changes.

City Manager, Joseph Donat said that once this Advisory Committee is formed they will have their first meeting by the end of this month and will meet every month thereafter.

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

FURTHER COMMENTS FROM THE COUNCIL

Councilman Grice thanked everyone and congratulated Mayor Harvey on the addition to his family. He noted that there are a lot of wonderful events happening in Newburgh but they have to fill out the permit form. If someone needs assistance with this process, he is willing to help because this helps to make sure there is not a conflicting event and that everyone is safe. Some people want to avoid applying for the permit and it does not guarantee it will get approved but let's try to work with this system. If an event is happening without a permit it will be shut down. Census 2020, Census 2020, Census 2020.

Councilwoman Mejia thanked everyone and noted that we really want to push the Census because it is so important. She tries to look for hidden blessings and the fact that we have been able to access more hot spots throughout the community because the children are not in School and the District has provided technology we have volunteers on the streets getting people to fill out the Census. We should be higher than forty percent which is where we are because ten years ago at this time we had already surpassed that. She understands we are in a Pandemic but it only takes five minutes. On Event Permits she

noted that the City of Newburgh has a process for that and it should be followed. She encouraged everyone to continue to breathe and be kind and helpful to each other.

Councilman Shakur noted that there will be a Frederick Douglass Event tomorrow on Ann Street and he encouraged everyone to attend. To everyone listening he said if you haven't filled out your Census please fill it out now. If you have done it then please ask your family, friends and neighbors to do theirs. He said that he met a group of kids called "Make a Difference" on Broadway and Liberty today who were from New Windsor and they were giving out back to school supplies on the corner by Safe Harbors. Someone from Safe Harbors came out and asked them to leave which he didn't think was very nice. They moved across the street for a while so he stood with them and thanked them for coming to our City. He noted that we have people who work in our City that don't live here so they don't have the empathy and love for some of things that we are trying to do in our City.

Councilman Sklarz thanked everyone for watching tonight and reminded them to take a look at last week's Work Session when we received a comprehensive presentation on City properties and how they are sold with plans being put in place to make the process even more transparent. We also received a report from the members of the Mayor's Strategic Economic Advisory Committee which makes us all hopeful that good progress is on the horizon. At the Work Session we also had a lengthy discussion about Council meetings during COVID. Some of us wanted to return to in person meetings but he feels the meetings should continue virtually. Although the current infection rate for the Region is around 1% the rate for the City of Newburgh is still in the 3% to 4% range. The School Districts in the City which contain the most densely populated neighborhoods have opted for virtual learning for at least the month of September. As the Mayor said earlier the Pandemic is not over and we need to continue to demonstrate leadership during this difficult period. We can do that by continuing to hold our meetings virtually but we need to enable the public to make comments during the meetings. It is very important that we continue to get public input.

Councilwoman Sofokles thanked George, Wayne and Jason because when we have a coupled of bad storms one after another it's a lot of work for them and she feels they handled it beautifully. They were out there and they were prepared so they did a good job. She reminded everyone about Permits. The people who were at Safe Harbors today had all good intentions but they were on City property and we have to stick to the Permit process. She welcomes them with open arms but they have to go through the process like everyone else. Census 2020, Census 2020, Census 2020.

Mayor Harvey thanked everyone for watching tonight and said he is really proud to be a part of some very intelligent hard working professionals. The City Council members, City Manager, Corporation Counsel, all of the Executive staff and everyone who works for the City of Newburgh went through a very difficult time during this Global Pandemic but we are still standing as a community and he wanted to say, "Thank you." We are living in unprecedented times that this Nation has not seen in well over one hundred years. It's time to reflect and think about what we have gone through since the beginning of 2020. We know that Newburgh is a very tough City with challenges and issues that we continue to work on and even when we have differences we know how to come together. He added that there was a very disturbing video that went viral this week about some 2017 crime data. People were sharing this on social media and the narrative does not speak to the truth about what Newburgh is, was or has the potential to be in the future. No one can

write the Newburgh narrative except Newburgh residents. No one can write the Newburgh narrative unless you have boots on the ground. *"I dismiss any narrative that wants to use 2017 data and prior 2012 data to speak to the narrative of what this City is and what we potentially can be unless you live here."* We are still standing and he knows that COVID19 is not over but we will continue to survive this Global Pandemic. Every day we wake up we must thank God for living and for believing in the future of our City.

ADJOURNMENT

There being no further business to come before the Council the meeting adjourned at 9:25 p.m.

LORENE VITEK
CITY CLERK

RESOLUTION NO.: 164 - 2020

OF

AUGUST 10, 2020

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEWBURGH
DECLARING LEAD AGENCY UNDER STATE ENVIRONMENTAL
QUALITY REVIEW ACT (SEQRA) FOR THE RESTORING HERRING AND EEL
PASSAGE; REMOVING THE STROOKS FELT DAM ON QUASSAICK CREEK PROJECT,
ACCEPTING AS COMPLETE AN ENVIRONMENTAL ASSESSMENT FORM (EAF) AND
ISSUING A NEGATIVE DECLARATION**

WHEREAS, by Resolution Nos. 85-2019 and 86-2019 of April 9, 2019, the City Council of the City of Newburgh declared its support for removing the Strooks Felt Dam partially located within the municipal boundary of the City of Newburgh and authorized and endorsed the Riverkeeper's grant application under the Round 23 Hudson River Estuary Program Tributary Restoration and Resiliency program for a project known as "Restoring Herring and Eel Passage: Removing the Strooks Felt Dam on Quassaick Creek" (the "Project"); and

WHEREAS, Riverkeeper was awarded the grant and intends to proceed with the Project in cooperation with the City of Newburgh and other interested and involved agencies; and

WHEREAS, in compliance with the State Environmental Quality Review Act (SEQRA), by Resolution No. 2-2020 of January 13, 2020, the City Council declared its intent to assume Lead Agency status for the Project, classified the Project as an Unlisted Action, proposed a coordinated review and to accept an Environmental Assessment Form ("EAF"), and referred the EAF to the involved and interested agencies; and

WHEREAS, more than 30 days have elapsed since the EAF was circulated to the involved and interested Agencies without opposition to the City's declaration of its intent to be lead agency for the Project and this Council finds it necessary, appropriate and in the best interests of the City of Newburgh to advance the Project by assuming Lead Agency status for the environmental review of the Project pursuant to SEQRA; and

WHEREAS, the City of Newburgh has taken a hard look at the environmental impacts of the Project and has determined that there will be no negative environmental impacts that cannot be mitigated regarding same;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York as follows:

1. That the City Council of the City of Newburgh hereby assumes Lead Agency status for the environmental review of the Project pursuant to 6 NYCRR 617.6; and
2. That this Council duly accepts as complete the EAF; and
3. Issues a Negative Declaration pursuant to the SEQRA.

RESOLUTION NO.: 165 - 2020

OF

AUGUST 10, 2020

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE
AN AGREEMENT WITH WSP USA, INC.
FOR PROFESSIONAL ENGINEERING SERVICES
FOR THE BROADWAY INTERSECTIONS WITH GRAND AND LIBERTY STREETS IN
THE BROADWAY PEDESTRIAN AND TRAFFIC SIGNAL IMPROVEMENTS PROJECT
(PIN# 8758.75) IN THE AMOUNT OF \$131,900.00**

WHEREAS, by Resolution No. 105-2019 of May 13, 2019, the City Council of the City of Newburgh authorized the City Manager to execute a Master Federal-aid Local Project Agreement with the New York State Department of Transportation to fund the preliminary engineering, final design and right-of-way incidentals phases for the Broadway Intersections with Grand Street and Liberty Streets in the Broadway Pedestrian and Traffic Signal Improvements Project (PIN# 8758.75) (the "Project"); and

WHEREAS, the City of Newburgh has proceeded with the RFQ process for selecting a design consultant in accordance with the Federal Aid process and wishes to accept a proposal and execute an agreement with WSP USA, Inc. for engineering services related to the Project; and

WHEREAS, the proposal includes preliminary design, right-of-way incidentals, final design and construction inspection and support consistent with the requirements of the New York State Department of Transportation and federal regulatory agencies for federal-aid local projects; and

WHEREAS, the cost of the services in the amount of \$131,900.00 shall be derived from NYSDOT/Federal Aid Reimbursement of up to 80% with 20% matching funds derived from the City's OCTC TIP Reserve Fund as per Resolution No. 136-2018 of May 29, 2018; and

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

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to accept a proposal and execute an agreement with WSP USA, Inc. for professional engineering services related to the Broadway intersections with Grand Street and Liberty Street in the Broadway Pedestrian and Traffic Signal Improvements Project (PIN# 8758.75) in the amount of \$131,900.00.

RESOLUTION NO.: 166 - 2020

OF

AUGUST 10, 2020

RESOLUTION AMENDING RESOLUTION NO: 288-2019, THE 2020 BUDGET FOR
THE CITY OF NEWBURGH, NEW YORK TO TRANSFER \$62,037.90 FROM
GENERAL FUND BALANCE TO GENERAL FUND – DPW STREETS AND BRIDGES
TO FUND AN EMERGENCY REPAIR AT FIRST STREET AND CHAMBERS STREET

WHEREAS, an amendment to the 2020 Budget is necessary to fund expenses related to an emergency repair of a collapsed 48 inch storm sewer pipe at the intersection of First Street and Chambers Street.; the same being in the best interest of the City of Newburgh;

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Newburgh that Resolution No.: 288-2019, the 2020 Budget of the City of Newburgh, is hereby amended as follows:

		<u>Decrease</u>	<u>Increase</u>
A.0000.0911.0000.0000	General Fund Balance	<u>\$62,037.90</u>	
A.5110.0415.0001.0000	General Fund DPW Streets & Bridges Storm sewer & Catch Basin Maintenance		<u>\$62,037.90</u>
TOTAL:		\$62,037.90	\$62,037.90



CITY OF NEWBURGH

Office of the City Manager

83 Broadway, Newburgh, New York 12550

(845) 569-7301/Fax (845) 569-7370

www.cityofnewburgh-ny.gov

Joseph P. Donat, 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 P. Donat, 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, 2020 in the City of Newburgh.

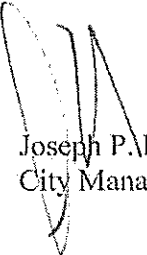
WHEREAS, this action is being taken in order to reduce the severity of the disaster and to protect the health, safety and welfare of affected residents in the City of Newburgh; and

WHEREAS, all necessary emergency management measures are being implemented to safeguard the health, safety and welfare of every citizen 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, public infrastructure, and provide such emergency assistance as deemed necessary to this disaster; and

NOW, THEREFORE, pursuant to the applicable local and State law, I, Joseph P. Donat, 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.

Promulgated this 9th day of July, 2020, at Newburgh, New York.


Joseph P. Donat
City Manager, City of Newburgh, N.Y.

Cc: Mayor Torrance R. Harvey
Councilman Anthony Grice
Councilwoman Karen Mejia
Councilwoman Ramona Monteverde
Councilman Omari Shakur
Councilman Robert Sklarz
Councilwoman Patricia Sofokles

RESOLUTION NO.: 167 - 2020

OF

AUGUST 10, 2020

RESOLUTION AMENDING RESOLUTION NO: 288-2019, THE 2020 BUDGET FOR
THE CITY OF NEWBURGH, NEW YORK TO TRANSFER \$81,099.11 FROM
SEWER CONTINGENCY TO SEWER-OTHER SERVICES-EMERGENCY WORK,
SEWER-REPAIRS/OTHER EQUIPMENT, SEWER- EQUIPMENT/INFRASTRUCTURE,
AND SEWER NORTH INTERCEPTOR/INFRASTRUCTURE TO FUND
SEWER SERVICES AND REPAIRS RELATED TO A JULY 8, 2020 STORM EVENT

WHEREAS, an amendment to the 2020 Budget is necessary to fund expenses related to the expenses from services and repairs to the sewer system following a July 8, 2020 storm event; the same being in the best interest of the City of Newburgh;

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Newburgh that Resolution No.: 288-2019, the 2020 Budget of the City of Newburgh, is hereby amended as follows:

		<u>Decrease</u>	<u>Increase</u>
G.1900.1990.0000.0000	Sewer Contingency	<u>\$81,099.11</u>	
G.8120.0448.0002	Other Services Emergency Work		\$53,045.83
G.8130.0443	Repairs/Other Equipment		\$ 8,480.00
G.8130.0200	Equipment/Infrastructure		\$12,732.00
G.8120.0200.0002	North Interceptor/Infrastructure		<u>\$ 6,841.28</u>
TOTAL:		\$81,099.11	\$81,099.11



CITY OF NEWBURGH

Office of the City Manager

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Joseph P. Donat, 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 P. Donat, 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, 2020 in the City of Newburgh.

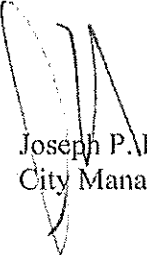
WHEREAS, this action is being taken in order to reduce the severity of the disaster and to protect the health, safety and welfare of affected residents in the City of Newburgh; and

WHEREAS, all necessary emergency management measures are being implemented to safeguard the health, safety and welfare of every citizen 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, public infrastructure, and provide such emergency assistance as deemed necessary to this disaster; and

NOW, THEREFORE, pursuant to the applicable local and State law, I, Joseph P. Donat, 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.

Promulgated this 9th day of July, 2020, at Newburgh, New York.


Joseph P. Donat
City Manager, City of Newburgh, N.Y.

Cc: Mayor Torrance R. Harvey
Councilman Anthony Grice
Councilwoman Karen Mejia
Councilwoman Ramona Monteverde
Councilman Omari Shakur
Councilman Robert Sklarz
Councilwoman Patricia Sofokles

RESOLUTION NO.: 168 - 2020

OF

AUGUST 10, 2020

**A RESOLUTION SUPPORTING A FOUR YEAR CYCLICAL REASSESSMENT PLAN
AND AUTHORIZING THE CITY MANAGER AND CITY ASSESSOR TO APPLY FOR
AND ACCEPT IF AWARDED AID FOR CYCLICAL ASSESSMENTS
FROM THE NEW YORK STATE DEPARTMENT OF TAXATION AND FINANCE
OFFICE OF REAL PROPERTY TAX SERVICES**

WHEREAS, in 2008, the City of Newburgh implemented a cyclical plan to reassess real property at 100% of market value in a 6 year interval; and

WHEREAS, New York State provides financial aid to municipalities that reassess at 100% of market value on a cyclical basis in an amount of up to \$5.00 per parcel in reappraisal years and up to \$2.00 per parcel in non-reappraisal years to the extent such funding is available; and

WHEREAS, to be eligible for the State Aid for Cyclical Reassessments, the City of Newburgh is required to submit a plan for future reassessments that includes reassessments at 100% of market value and implemented pursuant to an approved plan with a minimum 4 year interval; revaluations or reappraisals at least once every 4 years; reassessments conducted in the first and last years of the plan; inventory collection at least once every 6 years; and provision of a set of supporting valuation documents and files; and

WHEREAS, following the 2008 cyclical reassessment plan, a reappraisals were required in 2014 and 2017 including the submission of a cyclical assessment plan for future reassessments was required to receive future funding under the Aid for Cyclical Reassessments program; and

WHEREAS, by Resolution No. 229-2014 of September 8, 2014 and by Resolution No. 264-2017 of September 25, 2017, the City Council authorized the City Assessor to implement a 4 year cyclical assessment plans with 2014 and 2017, respectively, being the first year of the plan further authorizing the City Assessor to apply for and accept if awarded State Aid for Cyclical Assessments from the New York State Department of Taxation Office of Real Property Tax Services; and

WHEREAS, the City Assessor proposes to apply for State Aid for Cyclical Reassessments and submit a 4-year cyclical reassessment plan with 2020 being the first year of the plan; and

WHEREAS, the City Council has determined that continuing with cyclical reassessment at 100% of market value and implementing a 4-year cyclical reassessment plan with 2020 as the first year of the plan 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 Assessor of the City of Newburgh is hereby authorized to implement a 4-year cyclical assessment plan with 2020 being the first year; and

BE IT FURTHER RESOLVED, by the City Council of the City of Newburgh that the City Manager and the City Assessor are hereby authorized to apply for and accept if awarded State Aid for Cyclical Assessments from the New York State Department of Taxation Office of Real Property Tax Services.

RESOLUTION NO.: 169 - 2020

OF

AUGUST 10, 2020

RESOLUTION AMENDING RESOLUTION NO: 288-2019,
THE 2020 BUDGET FOR THE CITY OF NEWBURGH, NEW YORK
TO ADJUST FOR CHIPS FUNDING REVENUE AND EXPENSE

WHEREAS, it is necessary to adjust the 2020 Budget to reflect the revenue and expense for Consolidated Highway Aid (CHIPS) funding; the same being in the best interest of the City of Newburgh;

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Newburgh that Resolution No.: 288-2019, the 2020 Budget of the City of Newburgh, is hereby amended as follows:

	<u>Increase</u>
Revenue	
A.0000.3501 Consolidated Highway Aid (CHIPS)	\$318,471.16
Expense	
A.5112.0206 Consolidated Highway Aid (CHIPS)	\$318,471.16

RESOLUTION NO.: _____170_____ - 2020

OF

AUGUST 10, 2020

**A RESOLUTION AUTHORIZING THE CITY MANAGER
TO EXECUTE A LETTER AGREEMENT BETWEEN THE CITY OF NEWBURGH
AND THE FIRM OF PKF O'CONNOR DAVIES, LLP FOR AUDITING SERVICES FOR
FISCAL YEAR ENDING DECEMBER 31, 2020 FOR THE PRICE OF \$86,000.00**

WHEREAS, the firm of O'Connor Davies, LLP has worked diligently in connection with the preparation of the City of Newburgh auditing for fiscal years ending December 31, 2011, 2012, 2013, 2014, 2015, 2016, 2017, 2018 and 2019; and

WHEREAS, based on experience and work history the Comptroller has recommended that the firm of PKF O'Connor Davies, LLP be retained for fiscal year ending December 31, 2020; and

WHEREAS, this Council has reviewed the letter agreement attached hereto and has determined it to be in the best interests of the City to enter into the same;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to enter into a letter agreement with the firm of PKF O'Connor Davies, LLP for auditing services for the fiscal year ending December 31, 2020 for the price of \$86,000.00.

RESOLUTION NO.: 171 -2020

OF

AUGUST 10, 2020

A RESOLUTION AMENDING THE 2020 PERSONNEL ANALYSIS BOOK TO CHANGE THE GRADE OF THE DESKTOP TECHNICIAN AND SENIOR PAYROLL CLERK, TO DELETE ONE CASHIER, ONE ACCOUNT CLERK, AND JUNIOR ACCOUNTANT, AND TO ADD ONE SENIOR CASHIER, ONE SENIOR ACCOUNT CLERK, AND ONE ACCOUNTANT IN THE FINANCE DEPARTMENT

WHEREAS, the Director of Finance proposes to reorganize the Finance Department, which requires an amendment to the 2020 Personnel Analysis Book; and

WHEREAS, the Finance Department reorganization proposes to change the Grade of the Desktop Technician and Senior Payroll Clerk; delete one Cashier, one Account Clerk and one Junior Accountant; and add one Senior Cashier, one Senior Account Clerk, one Accountant, and one part-time Account Clerk to improve the efficiency of the Finance Department; and

WHEREAS, the proposed grade changes for the Desktop Technician and Senior Payroll Clerk are subject to approval by the Civil Service Employees Association and new or revised job titles are subject to approval by the Civil Service Commission; and

WHEREAS, the proposed reorganization is subject to City Council approval by an amendment of the City of Newburgh Adopted Personnel Analysis Book for 2020;

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Newburgh, New York that the Personnel Analysis Book for 2020 be and is hereby amended as follows:

IT	Desktop Technician	Grade change from 14-6 to 21-1
Comptroller	Senior Payroll Clerk	Grade change from 15-6 to 20-4
Collector	Delete Cashier 4-5	Add Senior Cashier 14-1
Comptroller	Delete Account Clerk 3-5	Add Senior Account Clerk 15-1
Comptroller	Delete Junior Account 3-4	Add Accountant 4-1

RESOLUTION NO.: 172-2020

OF

AUGUST 10, 2020

A RESOLUTION AMENDING RESOLUTION NO. 60-2019,
THE SALARY AND BENEFIT PLAN FOR NON-BARGAINING UNIT EMPLOYEES,
AND THE 2020 PERSONNEL ANALYSIS BOOK
MOVING THE COLLECTOR POSITION FROM GRADE 4 TO GRADE 5

WHEREAS, this Council, by Resolution No. 60-2019 of March 11, 2019, adopted a salary and benefit plan for non-bargaining unit employees; and

WHEREAS, the City Comptroller proposes to reorganize the Finance Department, which plan includes moving the Collector position from Grade 4 to Grade 5, and requires an amendment to Resolution No. 60-2019 and the 2020 Personnel Analysis Book;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh that Schedule A of Resolution No. 60-2019, the salary and benefit plan for non-bargaining unit employees, is amended as follows, effective immediately:

Grade 4
Collector

Grade 5
Collector; and

BE IT FURTHER RESOLVED, by the Council of the City of Newburgh that the 2020 Personnel Analysis Book, is amended to reflect the adjustment of the salary of the Collector from Grade 4, Step 5 to Grade 5, Step 2.

~~Strikethrough~~ denotes deletion
Underlining denotes addition

SCHEDULE A

<u>Grade 1</u> Secretary to the Police Chief Secretary to the Superintendent of Public Works Secretary to the Director of Business and Industrial Development Secretary to the Corporation Counsel (I) Deputy City Clerk <u>Grade 2</u> Secretary to the Engineer Secretary to the Fire Chief Secretary to the Corporation Counsel (II) Secretary to the Water Superintendent Administrative Assistant to City Manager Deputy City Clerk/Registrar <u>Grade 3</u> City Clerk/Registrar Executive Assistant to City Manager Business Services Coordinator Grants Coordinator <u>Grade 4</u> Accountant Collector Civil Service Administrator Code Compliance Supervisor Recreation Director	<u>Grade 5</u> Deputy Superintendent of Public Works Deputy Superintendent of Water Assessor Crime Analyst <u>Collector</u> <u>Grade 6</u> Assistant Corporation Counsel <u>Grade 7</u> Superintendent of Water Superintendent of Public Works Director of Business and Industrial Development Deputy Fire Chief City Engineer <u>Grade 7B</u> Deputy Police Chief <u>Grade 8</u> Corporation Counsel Comptroller Fire Chief Police Chief <u>Grade 9</u> City Manager** **The salary for the City Manager position is further subject to terms provided in an employment agreement between the City and the City Manager.
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RESOLUTION NO.: 173 - 2020

OF

AUGUST 10, 2020

**RESOLUTION AUTHORIZING THE CITY MANAGER TO SIGN AMENDMENT NO. 2
WITH PASSPORT LABS, INC. FOR MUNICIPAL PARKING SERVICES
AND RELATED EQUIPMENT**

WHEREAS, by Resolution No. 195-2019 of August 12, 2019, the City Council of the City of Newburgh authorized the City Manager to enter into an agreement to upgrade its technology related to municipal parking services and enforcement with Passport Labs, Inc.; and

WHEREAS, by Resolution No. 289-2019 of November 19, 2019, the City Council authorized the City Manager to enter into Amendment No. 1 with Passport Labs, Inc. which addressed the fee structure for collecting fines from non-New York State residents; and

WHEREAS, additional services are required to address parking violations and Passport Labs, Inc. has submitted Amendment No. 2 to expand payment options for users of the municipal parking services to include the future addition of third party payment options, which in collaboration with third party mapping app providers, will enable residents and visitors to use the mapping app to seamlessly pay for parking through either the Passport app or the mapping app; and

WHEREAS, this Council finds that signing Amendment No. 2 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 Amendment No. 2 with Passport Labs, Inc. for municipal parking services and enforcement, said amendment expanding payment options for users of the municipal parking services.

RESOLUTION NO.: 174 - 2020

OF

AUGUST 10, 2020

RESOLUTION AMENDING RESOLUTION NO: 288-2019, THE 2020 BUDGET FOR
THE CITY OF NEWBURGH, NEW YORK TO TRANSFER \$13,750.00 FROM
FUND BALANCE TO CITY MANAGER - CONSULTANT SERVICES
FOR THE COST OF PROFESSIONAL CONSULTING SERVICES
TO THE POLICE DEPARTMENT

WHEREAS, an amendment to the 2020 Budget is necessary to fund expenses related to an agreement with Robert McLymore for consulting services in the area of Police Department review reform and community relations as authorized by Resolution No. 163-2020 of June 22, 2020; the same being in the best interest of the City of Newburgh;

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Newburgh that Resolution No.: 288-2019, the 2020 Budget of the City of Newburgh, is hereby amended as follows:

		<u>Decrease</u>	<u>Increase</u>
A.0000.0911.0000.0000	General Fund Balance	<u>\$13,750.00</u>	
A.1230.0455.0000.0000	City Manager Consultant Services		<u>\$13,750.00</u>
	TOTAL:	\$13,750.00	\$13,750.00

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.

I, Lorena Wik, City Clerk of the City of Newburgh,
hereby certify that I have compared the foregoing with the
original resolution adopted by the Council of the City of
Newburgh at a regular meeting held July 13, 2020
and that it is a true and correct copy of such original.

Witness my hand and seal of the City of
Newburgh this 14 day of July 20 20

City Clerk

RESOLUTION NO.: 175 - 2020

OF

AUGUST 10, 2020

RESOLUTION AMENDING RESOLUTION NO: 288-2019, THE 2020 BUDGET FOR
THE CITY OF NEWBURGH, NEW YORK TO TRANSFER \$18,279.75 FROM
WATER CONTINGENCY TO WATER DISTRIBUTION - OTHER SERVICES TO FUND
A WATER MAIN REPAIR AT LAKE DRIVE

WHEREAS, an amendment to the 2020 Budget is necessary to fund expenses related to the repair of a water main at Lake Drive; the same being in the best interest of the City of Newburgh;

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Newburgh that Resolution No.: 288-2019, the 2020 Budget of the City of Newburgh, is hereby amended as follows:

		<u>Decrease</u>	<u>Increase</u>
F.0000.1990.0000.000	Water Contingency	<u>\$18,279.75</u>	
F.8340.0448	Water Distribution Other Services		<u>\$18,279.75</u>
	TOTAL:	\$18,279.75	\$18,279.75

RESOLUTION NO.: 176 - 2020

OF

AUGUST 10, 2020

A RESOLUTION AMENDING THE 2020 PERSONNEL ANALYSIS BOOK
TO ADD ONE TEMPORARY PART-TIME
SENIOR TYPIST POSITION (SECRETARY TO THE WATER SUPERINTENDENT)
IN THE WATER DEPARTMENT

WHEREAS, due to a retirement it has become necessary to create one temporary part-time Senior Typist (Secretary to the Water Superintendent) in the Water Department to provide continuity, training and assistance until a new permanent full-time Senior Typist (Secretary to the Water Superintendent) can be hired and trained; and

WHEREAS, the former Senior Typist (Secretary to the Water Superintendent) in the Water Department has agreed to provide training, assistance and continuity until a new Senior Typist (Secretary to the Water Superintendent) is hired and trained; and

WHEREAS, it is necessary to create one temporary part-time Senior Typist (Secretary to the Water Superintendent) position for the transition and training period; and

WHEREAS, this Council has determined that the creation of such position is in the best interests of the operations of the City of Newburgh;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the 2020 Personnel Analysis Book be and hereby is amended to create one temporary part-time (Secretary to the Water Superintendent) position in the Water Department.

RESOLUTION NO.: 177 -2020

OF

AUGUST 10, 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
48 CITY TERRACE (SECTION 29, BLOCK 5, LOT 38)**

WHEREAS, on August 20, 2018, the City of Newburgh conveyed property located at 48 City Terrace, being more accurately described on the official Tax Map of the City of Newburgh as Section 29, Block 5, Lot 38, 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 48 City Terrace, Section 29, Block 5, Lot 38 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 1623 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.: 178 - 2020

OF

AUGUST 10, 2020

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A
SATISFACTION OF MORTGAGE IN CONNECTION WITH A MORTGAGE
ISSUED TO ORANGE COUNTY MENTAL RETARDATION PROPERTIES, INC.
FOR THE PREMISES LOCATED AT 245 BROADWAY (F/K/A 245-249 BROADWAY)
(SECTION 35, BLOCK 2, LOT 8.1)**

WHEREAS, the Newburgh Community Development Agency ("NCDA") issued a mortgage to Orange County Mental Retardation Properties, Inc. in the principal sum of \$52,000.00 for premises located at 245 Broadway (f/k/a 245-249 Broadway) (Section 35, Block 2, Lot 8.1), dated April 22, 1991, and recorded in the Orange County Clerk's Office on May 29, 1991, in Liber 3996 of Deeds at Page 69; and

WHEREAS, the City of Newburgh is the successor in interest to the NCDA; and

WHEREAS, this Council has determined that issuing and executing a Satisfaction of Mortgage, a copy of which is annexed hereto, is in the best interests of the City of Newburgh;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the City Manager be and he is hereby authorized to execute the attached Satisfaction in connection with a mortgage issued to Orange County Mental Retardation Properties, Inc. for premises located at 245 Broadway (f/k/a 245-249 Broadway) (Section 35, Block 2, Lot 8.1).

SATISFACTION OF MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, THAT

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

Does hereby consent that the following mortgage be discharged of record:

MORTGAGE bearing the date of April 22, 1991, made by Orange County Mental Retardation Properties, Inc. to the Newburgh Community Development Agency, given to secure payment of the principal sum of \$52,000.00, and duly recorded in the office of the Orange County Clerk's Office on May 29, 1991, in Liber 3996 of Deeds at Page 69; and

which mortgage has not been further assigned of record.

Dated: August ____, 2020

CITY OF NEWBURGH

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

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

On the_____ day of August, 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 person upon behalf of which the individual acted, executed the instrument.

Notary Public

RECORD & RETURN TO:

RESOLUTION NO.: 179-2020

OF

AUGUST 10, 2020

A RESOLUTION AUTHORIZING THE EXECUTION OF A RELEASE OF RESTRICTIVE COVENANTS AND RIGHT OF RE-ENTRY FROM A DEED ISSUED TO ROCCO A. SIMON TO THE PREMISES KNOWN AS 10 FARRINGTON STREET (SECTION 18, BLOCK 5, LOT 19), A DEED ISSUED TO JOHN HABER TO THE PREMISES KNOWN AS 16 FARRINGTON STREET (SECTION 18, BLOCK 5, LOT 22), AND A DEED ISSUED TO JOHN FRONTERA & ROBERT A. TITANIC, JR. TO THE PREMISES KNOWN AS 16 FARRINGTON STREET (SECTION 18, BLOCK 5, LOT 22)

WHEREAS, on September 18, 2003, the City of Newburgh conveyed property located at 10 Farrington Street, being more accurately described on the official Tax Map of the City of Newburgh as Section 18, Block 5, Lot 19 to Rocco A. Simon; and

WHEREAS, on September 16, 1981, the City of Newburgh conveyed property located at 16 Farrington Street, being more accurately described on the official Tax Map of the City of Newburgh as Section 18, Block 5, Lot 22 to John Haber; and

WHEREAS, on November 21, 1989, the City of Newburgh conveyed property located at 16 Farrington Street, being more accurately described on the official Tax Map of the City of Newburgh as Section 18, Block 5, Lot 22 to John Frontera and John A. Titanic, Jr.; and

WHEREAS, the attorney for the prospective purchaser of these properties has requested a release of the restrictive covenants contained in the deeds from the City of Newburgh; and

WHEREAS, this Council has determined that issuing Releases of Restrictive Covenants by the City of Newburgh for the aforementioned deeds is in the best interests of the City of Newburgh;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to execute the releases, annexed hereto and made a part of this resolution, of restrictive covenants numbered 1, 2, 3, 4, and 5 of the deed to Rocco A. Simon; restrictive covenants numbered 1, 2, 3, 4, and 5 of the deed to John Haber; and restrictive covenants numbered 1, 2, and 3 of the deed to John Frontera and Robert A. Titanic, Jr.

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 10 Farrington Street, being more accurately described on the official Tax Map of the City of Newburgh as Section 18, Block 5, Lot 19 from those restrictive covenants numbered 1, 2, 3, 4, and 5 in a deed dated September 18, 2003, from THE CITY OF NEWBURGH to ROCCO A. SIMON, recorded in the Orange County Clerk's Office on December 3, 2003, in Liber 11298 of Deeds at Page 825 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.

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 16 Farrington Street, being more accurately described on the official Tax Map of the City of Newburgh as Section 18, Block 5, Lot 22 from those restrictive covenants numbered 1, 2, 3, 4, and 5 in a deed dated September 16, 1981, from THE CITY OF NEWBURGH to JOHN HABER, recorded in the Orange County Clerk's Office on October 23, 1981, in Liber 2207 of Deeds at Page 1092 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.

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 16 Farrington Street, being more accurately described on the official Tax Map of the City of Newburgh as Section 18, Block 5, Lot 22 from those restrictive covenants numbered 1, 2, and 3 in a deed dated November 21, 1989, from THE CITY OF NEWBURGH to JOHN FRONTERA and ROBERT A. TITANIC, JR., recorded in the Orange County Clerk's Office on November 27, 1989, in Liber 3219 of Deeds at Page 78 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.: 180 - 2020

OF

AUGUST 10, 2020

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE
A LICENSE AGREEMENT WITH RUPCO, INC. TO ALLOW ACCESS
TO A PORTION OF CITY-OWNED PROPERTY KNOWN AS AUDREY CAREY PARK,
251 LIBERTY STREET (SECTION 18, BLOCK 8, LOT 1.2) FOR ACCESS AND
EQUIPMENT STAGING RELATED TO THE REHABILITATION OF PROPERTIES
LOCATED AT 245 LIBERTY STREET (SECTION 18, BLOCK 8, LOT 2) AND
257 LIBERTY STREET (SECTION 18, BLOCK 8, LOT 1.1)

WHEREAS, RUPCO, Inc. has requested access to a portion of City-owned property known as Audrey Carey Park, located at 251 Liberty Street, being more accurately described as Section 18, Block 8, Lot 1.2 on the official tax map of the City of Newburgh, for the purpose of staging equipment, tools, machinery and other materials, and for the use of said property for the storage, operation, and management of said equipment and materials for the rehabilitation of properties known as 245 Liberty Street (Section 18, Block 8, Lot 2) and 257 Liberty Street (Section 18, Block 8, Lot 1.1); and

WHEREAS, such access to the subject property requires the parties to execute a license agreement, a copy of which is attached hereto and made a part of hereof; and

WHEREAS, this Council has reviewed such license agreement and has determined that entering into the same would be in the best interests of the City of Newburgh;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to enter into the attached license agreement with RUPCO, Inc. to allow access to a portion of City-owned property located at 251 Liberty Street for the purpose of staging equipment, tools, machinery and other materials, and for the use of said property for the storage, operation, and management of said equipment and materials for the rehabilitation of properties known as 245 Liberty Street and 257 Liberty Street.

RESOLUTION NO.: 181 - 2020

OF

AUGUST 10, 2020

A RESOLUTION TO AUTHORIZE THE CONVEYANCE OF VACANT REAL PROPERTY
KNOWN AS 24 FARRINGTON STREET (SECTION 18, BLOCK 4, LOT 28)
AT PRIVATE SALE TO CHARLES A. JACKSON AND SHANTIA M. JACKSON
FOR THE AMOUNT OF \$1,200.00

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 a vacant parcel of real property identified as 24 Farrington Street, being more accurately described as Section 18, Block 4, Lot 28 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 purchaser 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 November 13, 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>
24 Farrington Street	18 - 4 - 28	Charles A. Jackson Shantia M. Jackson	\$1,200.00

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

24 Farrington Street, City of Newburgh (SBL: 18-4-28)

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. 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.
6. 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.
7. 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.
8. 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.
9. 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.

10. 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.
11. 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.
12. 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.
13. 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.**
14. 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.
15. 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.
16. 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.
17. 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: _____

Date: _____

Charles A. Jackson

Shantia M. Jackson

RESOLUTION NO.: 182 - 2020

OF

AUGUST 10, 2020

**A RESOLUTION AUTHORIZING THE CITY MANAGER
TO ENTER INTO AN AGREEMENT WITH HUDSON VISTA MEDICAL P.C.
TO PROVIDE OCCUPATIONAL HEALTH SERVICES TO THE CITY OF NEWBURGH**

WHEREAS, the City of Newburgh is required by federal and state law, as well as City policy and procedure, to provide occupational health services to its employees; and

WHEREAS, by Resolution No. 195-2015 of August 10, 2015, the City Council authorized the City Manager to enter into an agreement on behalf of the City of Newburgh with Hudson Vista Medical P.C. to provide occupational health services; and

WHEREAS, the term of the agreement with Hudson Vista Medical P.C. has expired and the parties intend to renew the agreement for a 3 year term; and

WHEREAS, the City Council finds that engaging Hudson Vista Medical P.C. to provide occupational health services to City employees at its office located at 407 Gidney Avenue, Newburgh, NY is in the best interests of the City of Newburgh and its employees;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh that the City Manager be and hereby is authorized to enter into a renewal agreement on behalf of the City of Newburgh with Hudson Vista Medical P.C. to provide occupational health services.

RESOLUTION NO.: 183 - 2020

OF

AUGUST 10, 2020

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO
A NEW LICENSE AGREEMENT WITH
THE NEWBURGH URBAN FARM AND FOOD, INC.
FOR THE MANAGEMENT OF THE DOWNING PARK URBAN FARM AND
STORAGE SPACE IN THE DPW GARAGES

WHEREAS, as part of its Community Development Block Grant ("CDBG") programming, the City of Newburgh undertook the Downing Park Greenhouse Improvements Project and the creation of the Downing Park Urban Farm; and

WHEREAS, the Newburgh Urban Farm and Food, Inc. ("NUFFI") is an active organization and network of local residents and community organizations which fosters community and residential gardens, the production of food for the City of Newburgh and educates Newburgh residents about the connections of food and community; and

WHEREAS, in 2018, NUFFI assumed oversight of the Downing Park Urban Farm, and by Resolution No. 126-2018 of May 18, 2018 and Resolution No. 306-2018 of October 22, 2018, the City Council the City of Newburgh approved a CDBG sub-recipient agreement and a license agreement with NUFFI for the oversight and management of the Downing Park Urban Farm for the purpose of accepting the donation of a Seasonal High Tunnel from the U.S. Department of Agriculture; and

WHEREAS, in order to engage in long-term planning and to successfully access sufficient grant funding, NUFFI is requesting an extension to the term of the license agreement and to expand the scope of the license to include access to a portion of the DPW garages located within Downing Park for storing equipment and materials for the farming operation; and

WHEREAS, this Council has determined that entering into a new license agreement to extend the term of the agreement and to expand the scope of the license to include a portion of the DPW garages is in the best interests of the City of Newburgh and its residents;

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 license agreement, in substantially the same form as attached hereto with other provisions as may be required by the Corporation Counsel, with the Newburgh Urban Farm and Food, Inc. and for the oversight and management of the Downing Park Urban Farm and for storage space in the DPW garages.

LICENSE AGREEMENT

THIS LICENSE AGREEMENT, dated as of _____, 2020, by and between:

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

NEWBURGH URBAN FARM AND FOOD, INC., a domestic non-profit corporation with an address of P.O. Box 541, Newburgh, New York 12551 ("Licensee").

WHEREAS, the City is the owner of a park known as Downing Park (hereinafter referred to as "the Property"); and

WHEREAS, the Licensee is an active network of local residents and community organizations which fosters community and residential gardens, the production of food for the City of Newburgh and educates Newburgh residents about the connections of food and community and has assumed oversight of the Downing Park Urban Farm (hereinafter referred to as "the Farm"); and

WHEREAS, the City and Licensee are parties to a License Agreement providing access to the Property for the purpose of undertaking management of the Farm by improving the infrastructure and developing a comprehensive plan for its operation; and

WHEREAS, the Licensee has requested an extension to the term of the license agreement and access to the DPW garages located within the Property;

NOW, THEREFORE, it is hereby agreed between the parties as follows:

Section 1. Grant of License. The City hereby represents that it owns the Property and that it has duly authorized this License Agreement. The City hereby grants Licensee a revocable license for Licensee and Licensee's employees, volunteers, agents and contractors, upon the conditions hereinafter stated, the license or privilege of entering upon the Farm, and taking thereupon such equipment, tools, machinery and other materials as may be necessary, for the purposes of undertaking the management of the Farm by improving the infrastructure and developing a comprehensive plan for its operation as described in Schedule "A" and referred to herein as the "Work". The City hereby grants Licensee a revocable license to one bay of the DPW garages located within the Property for the purpose of storing equipment, tools, machinery and other materials necessary to the operation and management of the Farm.

Section 2. Use of and Access to the Farm and DPW Garages. Use of the Property is limited to the operation and management of the Farm and storage for Farm purposes in the DPW garages. Licensee agrees to do the Work and use the storage space in such manner as will comply fully with the provisions of any laws, ordinances or other lawful authority, obtaining any and all permits required thereby. Licensee shall cooperate with the Department of Public Works and the Conservation Advisory Council during the term of this License. Licensee shall have duly authorized representatives on-site during all events which are open and available to the public.

Section 3. Insurance. The Licensee shall not commence or perform work nor operate machinery under this License Agreement until it has obtained all insurance required under this Section 3 and such insurance has been approved by the City.

A. Workers' Compensation Insurance - The Licensee shall take out and maintain during the life of this agreement such Workers' Compensation Insurance for its employees to be assigned to the work hereunder as may be required by New York State Law. All 'volunteer' members will sign a waiver holding the City harmless, attached as Schedule "B".

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

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

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

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

C. Licensee may retain employees, agents, contractors and consultants to perform the subject work. In the contract by which Licensee retains such agents, Licensee and such agents shall provide and maintain insurances as required by this Section 3 and name Licensor as additional insured under insurance coverage concerning Licensee's performance of the work referenced herein.

Section 4. Costs and expenses. It is expressly understood that Licensee will be responsible for all costs and expenses related to the Work.

Section 5. Damages. The relation of the Licensee to the City as to the Work to be performed by it under this agreement shall be that of an independent contractor. As an independent contractor, it will be responsible for all damage, loss or injury to persons or property that may arise in or be incurred during the conduct and progress of said performances arising out of the negligent performance, other than those wholly caused by Acts of God. The Licensee shall make good any damages that may occur in consequence of the performances or any part of it. The Licensee shall assume all blame, loss and responsibility of any nature by reason of the Licensee's neglect or violation of any federal, state, county or local laws, regulations or ordinances applicable to the Licensee and/or the nature of its performance or arising out of its activities licensed hereby.

Section 6. Defense and Indemnity. Licensee shall defend, indemnify and hold the City harmless against any and all claims, actions, proceedings, and lawsuits arising out of or relating to the access and use of the Property under this License Agreement, excepting gross negligence or misconduct by the City.

Section 7. Term of License. The license or privilege hereby given shall commence upon full execution and shall expire on December 31, 2038. This License supersedes any and all prior agreements between the parties. This License may be renewed for additional terms upon mutual written agreement of the parties.

Section 8. Assignment of License; No Sub-Licensing. This License may not be assigned or sub-let to any other party.

Section 9. Termination of License. Either party may terminate this license prior to the expiration of the term specified in paragraph 6, with or without cause, on at least sixty (60) days prior written notice to the other party. Upon termination by either party, Licensee shall not be entitled to reimbursement of any of its costs, and Licensee and its agents, employees and contractors will restore of the property to a clean and orderly state and in substantially the same condition as existed prior to the granting of this license. The City may terminate this license agreement by thirty (30) days written notice when and if in its sole judgment it deems such termination is necessary in the City's sole reasonable discretion.

Section 10. New York Law. This License Agreement shall be construed under New York law and any and all proceedings brought by either party arising out of or related to this License shall be brought in the New York Supreme Court, Orange County.

Section 11. Notices. Notices shall be in writing and shall be deemed properly served when deposited with the United States Postal Service, as certified mail, return receipt requested, bearing adequate postage or being deposited with a reputable overnight courier service for guaranteed next business day delivery and addressed as follows:

- a. If to Licensor:
City of Newburgh
Attn: City Manager
City Hall, 83 Broadway
Newburgh, New York 12550
(845) 569-7301

With a copy to
Corporation Counsel
City Hall, 83 Broadway
Newburgh, New York 12550
(845) 569-7335

- b. If to Licensee:
Newburgh Urban Farm and Food, Inc.
P.O. Box 541
Newburgh, NY 12551

With a copy to
Community Foundation of Orange and Sullivan
Attn: Elizabeth Rowley, President and CEO
30 Scotts Corners Drive, Suite 203
Montgomery, NY 12549

Section 12. Modification of License Agreement. This License Agreement may not be modified except by a writing subscribed by both parties to this Agreement.

Section 13. It is understood and agreed that no vested right in said premises is hereby granted or conveyed from either party to the other, and that the privileges hereby given are subject to any and all encumbrances, conditions, restrictions and reservations upon or under which the parties held said premises prior to the granting of this license.

Section 14. Licensor acknowledges that the enhancements, improvements and repairs to the subject property shall inure to the benefit of both parties, and shall be satisfactory, adequate and sufficient consideration for the License granted hereunder.

Section 15. This License Agreement may be executed in any number of counter-parts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

WITNESSETH:

THE CITY OF NEWBURGH
LICENSOR

By: _____
Joseph Donat, City Manager
Per Resolution No.:

NEWBURGH URBAN FARM AND FOOD, INC.
LICENSEE

By: _____

Approved as to form:

MICHELLE KELSON
Corporation Counsel

TODD VENNING
Comptroller

RESOLUTION NO.: 184 - 2020

OF

AUGUST 10, 2020

**A RESOLUTION AUTHORIZING AN AGREEMENT BETWEEN
THE CITY OF NEWBURGH AND GENESIS RAMOS FOR
PROFESSIONAL EQUITY, DIVERSITY, INCLUSION AND JUSTICE
CONSULTING SERVICES TO THE CITY OF NEWBURGH**

WHEREAS, the City of Newburgh proposes to identify and define equity, diversity, inclusion, and justice priority areas for City administration and City government for 2021 and to develop the foundation and scope for a Chief Equity Officer position for the City of Newburgh; and

WHEREAS, the City of Newburgh wishes to enter into the attached agreement with Genesis Ramos to provide assistance to the City to develop these critical priority areas and create a Chief Equity Officer position in the form of consulting services; and

WHEREAS, the cost of these services will not exceed \$6,250.00 for a term of 5 months; 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 Genesis Ramos, in substantially the same form as annexed hereto with any other provision that Counsel may require, for a five-month term at cost not to exceed \$6,250.00 for consulting services in the areas of equity, diversity, inclusion, and justice in City administration and City government.

RESOLUTION NO.: 185 - 2020

OF

AUGUST 10, 2020

**A RESOLUTION AUTHORIZING THE CITY MANAGER
TO EXECUTE A SUB-RECIPIENT GRANT AGREEMENT WITH
THE REGIONAL ECONOMIC COMMUNITY ACTION PROGRAM
FOR PRE-DEVELOPMENT COST REIMBURSEMENT IN AN AMOUNT
NOT TO EXCEED \$16,500.00 UNDER THE CITIES RISE PHASE III GRANT**

WHEREAS, by Resolution No. 223-2019 of September 9, 2019, the City Council authorized the City Manager to apply for and accept if awarded a Cities for Responsible Investment and Strategic Enforcement ("Cities RISE") Phase III grant through the Office of the New York State Attorney General; and

WHEREAS, the City was awarded funds from the New York State Cities RISE Phase III grant; and

WHEREAS, the mandate of the grant is for cities to launch innovative programs related to housing and strategic code enforcement in an effort to address and transform blighted, vacant, or poorly maintained properties through the use of housing and community data; and

WHEREAS, the City issued Request for Proposals ("RFP") No. 5-20 from qualified non-profit organizations seeking reimbursement for pre-development expenses for emergency, transitional, and/or supportive housing, and received two (2) responses from non-profit entities interested in using a portion of the grant award for said expenses; and

WHEREAS, the Department of Planning and Development recommends to the City Council that the Regional Economic Community Action Program ("RECAP") be selected to receive reimbursement of said pre-development expenses from the grant in an amount not to exceed \$16,500.00; and

WHEREAS, this Council finds it to be in the best interest of the City of Newburgh to enter into a sub-recipient grant agreement with RECAP for said reimbursement of pre-development expenses with funding to be derived from CG.3620.0468.3621.2021;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to execute a sub-recipient grant agreement with RECAP for reimbursement of pre-development expenses for emergency, transitional, and/or supportive housing in an amount not to exceed \$16,500.00 under the Cities for Responsible Investment and Strategic Enforcement ("Cities RISE") Phase III grant.



NOTICE

RFP # 5.20

Date Issued: June 1, 2020

Request for Proposal (RFP) for Reimbursement of Pre-Development Expenses for Emergency, Transitional, and/or Supportive Housing

Purpose of the Proposal

The City of Newburgh, New York, requests the submission of proposals from qualified non-profit organizations seeking reimbursement of pre-development expenses directly related to the creation of emergency, transitional and/or supportive housing. Proposals will be received by Todd Venning, City Comptroller located at City Hall, 83 Broadway, fourth floor, Newburgh, New York 12550 by no later than 4 p.m. on June 30, 2020.

Background:

With funding from The New York State Attorney General's Office, through the Cities RISE grant program, the City of Newburgh seeks to reimburse qualified non-profit organizations for pre-development expenses to organizations that provide emergency (a/k/a rapid re-housing), transitional, and/or supportive housing options for members of the City of Newburgh community. The City prioritizes reimbursing organizations that service the poorest and most vulnerable residents who are disproportionately impacted by a lack of affordable, quality housing. A qualified organization must have access to various support services, including but not limited to trauma therapy, employment and training opportunities, parenting education, independent living skills training, substance use disorder treatment, mental health care, and child care. These are all critical components of any project related to this plan.

While providing a comprehensive set of support services is not required, applicants will be required to list the services that it currently provides. Services should be appropriate to either an emergency, transitional, or supportive housing model, or some combination thereof. A policy of harm-reduction is expected. Services should be voluntary. Drug/alcohol testing is not acceptable. Priority will be given to organizations with a record of assisting people who have experienced homelessness, finding housing for them as quickly as possible, and providing services as needed. Additional priority will be given to providers with a plan that accommodates persons or families displaced due to sub-standard housing conditions.

The City will reimburse applicants for certain pre-development costs – including, but not limited to site acquisition, design, permitting or municipal approvals - associated with the new construction of a building or the adaptive reuse of an existing property to create housing or related services.

Funds may not be used for administrative costs in connection with providing housing or support services.

Project Timeline:

Funds must be committed by August 31, 2020. Any funds not committed by August 31, 2020 will be withdrawn. Applicants shall submit supportive or emergency housing project plan and timeline with any proposal.

Project Budget:

\$1,500 of pre-development costs per unit of emergency, transitional, or supportive housing planned. Each applicant may apply for funding for up to 30 units of housing throughout the City of Newburgh.

Cost Reimbursement:

All grants are awarded on a cost reimbursement basis; grant disbursements occur after expenses have been incurred. All Grantees are required to submit an activity report documenting their work to date with the disbursement request. Additionally, Grantees will be required to submit documentation supporting the expenses being invoiced.

Selection Criteria:

All proposals will be evaluated and funded based on the following:

- The quality of the proposal and the applicant's readiness to proceed with development plan.
- Proposals must include any other approved funding sources necessary to complete the project.
- Priority will be given to applicants with a history of successfully completing similar projects.
- Applications will be reviewed for how effectively they meet the needs of the target population.
- Selection preference will be given to applicants that demonstrate a proven ability to leverage its existing resources in ways to deliver housing services at a reasonable cost.

Minimum Qualifications:

This funding opportunity is only open to non-profit organizations that provide housing services to individuals and/or families that have experienced and are at risk of homelessness. Eligible applicants must have a contract with Orange County Continuum of Care to operate supportive and/or emergency housing in the City of Newburgh.

Proposal Requirements:

Qualified and interested non-profit housing providers and housing developers shall submit their proposals by mail or in person to the City of Newburgh no later than June 30, 2020. Responses which do not meet this deadline will not be considered.

Proposals should be sent to Todd Venning, City Comptroller, City Hall, 83 Broadway, Newburgh, New York 12550 on Tuesday June 30, 2020 with "Subject Line" filled as "RFP: Pre-development for Emergency and Supportive Housing – [Your/Organization Name]".

- Cover letter Please provide details about how the grant funds will help further overall project, and describe to what extent the project fills gaps in the Continuum of Care. Explain how the proposed program funded under this RFP will be coordinated with the existing programs in the CoC or local planning process, and how duplication of effort will be avoided with this project. Demonstrate that the applicant has the support of the local CoC.
- Resume/CV or Organizational Qualifications, including but not limited to: experience in administering rental assistance and/or supportive services, and identifying the populations they are able to serve.
- Project plan, pre-development funding budget and timetable for completion.

Award of the contract may be subject to approval by Newburgh City Council. The City of Newburgh may terminate the RFP process at any time for any reason. The City of Newburgh also reserves the right to reject any and/or all proposals.

The issuance of the RFP does not obligate the City of Newburgh to select a proposal and/or enter into any agreement. Any submission does not constitute business terms under any eventual agreement.

This RFP does not in any way commit the City of Newburgh to reimburse respondents for any costs associated with the preparation and submission of this proposal.

For any questions about the RFP, contact Erin Cousins at Ecousins@cityofnewburgh-ny.gov

RESOLUTION NO.: 186 - 2020

OF

AUGUST 10, 2020

**A RESOLUTION AUTHORIZING THE CITY MANAGER
TO EXECUTE A SUB-RECIPIENT GRANT AGREEMENT WITH
THE NEWBURGH MINISTRY FOR PRE-DEVELOPMENT COST
REIMBURSEMENT IN AN AMOUNT NOT TO EXCEED \$45,000.00
UNDER THE CITIES RISE PHASE III GRANT**

WHEREAS, by Resolution No. 223-2019 of September 9, 2019, the City Council authorized the City Manager to apply for and accept if awarded a Cities for Responsible Investment and Strategic Enforcement ("Cities RISE") Phase III grant through the Office of the New York State Attorney General; and

WHEREAS, the City was awarded funds from the New York State Cities RISE Phase III grant; and

WHEREAS, the mandate of the grant was for cities to launch innovative programs related to housing and strategic code enforcement in an effort to address and transform blighted, vacant, or poorly maintained properties through the use of housing and community data; and

WHEREAS, the City issued Request for Proposals ("RFP") No. 5-20 from qualified non-profit organizations seeking reimbursement for pre-development expenses for emergency, transitional, and/or supportive housing, and received two (2) responses from non-profit entities interested in using a portion of the grant award for said expenses; and

WHEREAS, the Department of Planning and Development recommends to the City Council that the Newburgh Ministry be selected to receive reimbursement of said pre-development expenses from the grant in an amount not to exceed \$45,000.00; and

WHEREAS, this Council finds it to be in the best interest of the City of Newburgh to enter into an agreement with the Newburgh Ministry for said reimbursement of pre-development expenses with funding to be derived from CG.3620.0468.3621.2021;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to execute a sub-recipient grant agreement with the Newburgh Ministry for reimbursement of pre-development expenses for emergency, transitional, and/or supportive housing in an amount not to exceed \$45,000.00 under the Cities for Responsible Investment and Strategic Enforcement ("Cities RISE") Phase III grant.



NOTICE

RFP # 5.20

Date Issued: June 1, 2020

Request for Proposal (RFP) for Reimbursement of Pre-Development Expenses for Emergency, Transitional, and/or Supportive Housing

Purpose of the Proposal

The City of Newburgh, New York, requests the submission of proposals from qualified non-profit organizations seeking reimbursement of pre-development expenses directly related to the creation of emergency, transitional and/or supportive housing. Proposals will be received by Todd Venning, City Comptroller located at City Hall, 83 Broadway, fourth floor, Newburgh, New York 12550 by no later than 4 p.m. on June 30, 2020.

Background:

With funding from The New York State Attorney General's Office, through the Cities RISE grant program, the City of Newburgh seeks to reimburse qualified non-profit organizations for pre-development expenses to organizations that provide emergency (a/k/a rapid re-housing), transitional, and/or supportive housing options for members of the City of Newburgh community. The City prioritizes reimbursing organizations that service the poorest and most vulnerable residents who are disproportionately impacted by a lack of affordable, quality housing. A qualified organization must have access to various support services, including but not limited to trauma therapy, employment and training opportunities, parenting education, independent living skills training, substance use disorder treatment, mental health care, and child care. These are all critical components of any project related to this plan.

While providing a comprehensive set of support services is not required, applicants will be required to list the services that it currently provides. Services should be appropriate to either an emergency, transitional, or supportive housing model, or some combination thereof. A policy of harm-reduction is expected. Services should be voluntary. Drug/alcohol testing is not acceptable. Priority will be given to organizations with a record of assisting people who have experienced homelessness, finding housing for them as quickly as possible, and providing services as needed. Additional priority will be given to providers with a plan that accommodates persons or families displaced due to sub-standard housing conditions.

The City will reimburse applicants for certain pre-development costs – including, but not limited to site acquisition, design, permitting or municipal approvals - associated with the new construction of a building or the adaptive reuse of an existing property to create housing or related services.

Funds may not be used for administrative costs in connection with providing housing or support services.

Project Timeline:

Funds must be committed by August 31, 2020. Any funds not committed by August 31, 2020 will be withdrawn. Applicants shall submit supportive or emergency housing project plan and timeline with any proposal.

Project Budget:

\$1,500 of pre-development costs per unit of emergency, transitional, or supportive housing planned. Each applicant may apply for funding for up to 30 units of housing throughout the City of Newburgh.

Cost Reimbursement:

All grants are awarded on a cost reimbursement basis; grant disbursements occur after expenses have been incurred. All Grantees are required to submit an activity report documenting their work to date with the disbursement request. Additionally, Grantees will be required to submit documentation supporting the expenses being invoiced.

Selection Criteria:

All proposals will be evaluated and funded based on the following:

- The quality of the proposal and the applicant's readiness to proceed with development plan.
- Proposals must include any other approved funding sources necessary to complete the project.
- Priority will be given to applicants with a history of successfully completing similar projects.
- Applications will be reviewed for how effectively they meet the needs of the target population.
- Selection preference will be given to applicants that demonstrate a proven ability to leverage its existing resources in ways to deliver housing services at a reasonable cost.

Minimum Qualifications:

This funding opportunity is only open to non-profit organizations that provide housing services to individuals and/or families that have experienced and are at risk of homelessness. Eligible applicants must have a contract with Orange County Continuum of Care to operate supportive and/or emergency housing in the City of Newburgh.

Proposal Requirements:

Qualified and interested non-profit housing providers and housing developers shall submit their proposals by mail or in person to the City of Newburgh no later than June 30, 2020. Responses which do not meet this deadline will not be considered.

Proposals should be sent to Todd Venning, City Comptroller, City Hall, 83 Broadway, Newburgh, New York 12550 on Tuesday June 30, 2020 with "Subject Line" filled as "RFP: Pre-development for Emergency and Supportive Housing – [Your/Organization Name]".

- Cover letter Please provide details about how the grant funds will help further overall project, and describe to what extent the project fills gaps in the Continuum of Care. Explain how the proposed program funded under this RFP will be coordinated with the existing programs in the CoC or local planning process, and how duplication of effort will be avoided with this project. Demonstrate that the applicant has the support of the local CoC.
- Resume/CV or Organizational Qualifications, including but not limited to: experience in administering rental assistance and/or supportive services, and identifying the populations they are able to serve.
- Project plan, pre-development funding budget and timetable for completion.

Award of the contract may be subject to approval by Newburgh City Council. The City of Newburgh may terminate the RFP process at any time for any reason. The City of Newburgh also reserves the right to reject any and/or all proposals.

The issuance of the RFP does not obligate the City of Newburgh to select a proposal and/or enter into any agreement. Any submission does not constitute business terms under any eventual agreement.

This RFP does not in any way commit the City of Newburgh to reimburse respondents for any costs associated with the preparation and submission of this proposal.

For any questions about the RFP, contact Erin Cousins at Ecousins@cityofnewburgh-ny.gov

RESOLUTION NO.: 187 - 2020

OF

AUGUST 10, 2020

**RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG-CV)
SUB-RECIPIENT GRANT AGREEMENT IN THE AMOUNT OF \$25,000.00
WITH REGIONAL ECONOMIC COMMUNITY ACTION PROGRAM, INC. FOR THE
ALLOCATION OF CORONAVIRUS AID, RELIEF, AND ECONOMIC SECURITY ACT
FUNDING TO SUPPORT FOOD DISTRIBUTION PROGRAMS AND SERVICES**

WHEREAS, by Resolution No. 136-2020 of June 22, 2020, the City Council adopted a substantial amendment to the City of Newburgh Community Development Block Grant ("CDBG") FY2019 annual action plan for the allocation of Coronavirus Aid, Relief, and Economic Security ("CARES") Act funding; and

WHEREAS, the new Activities added to the CDBG FY2019 annual action plan include emergency income payments in the form of a rent payment assistance program and emergency food service in the form of assistance to non-profit organizations engaged in food distribution programs and services; and

WHEREAS, the City has received proposals from two qualified non-profit organizations to support and expand food distribution programs and services to City of Newburgh residents in need; and

WHEREAS, it is recommended that the Regional Economic Community Action Program, Inc. ("RECAP") be selected to receive funding to support and expand food distribution programs and services in an amount not to exceed \$25,000.00; and

WHEREAS, this Council finds it to be in the best interest of the City of Newburgh to enter into a sub-recipient grant agreement with RECAP to provide said food distribution and services as set forth in its proposal;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the City Manager be and he is hereby authorized to enter into a sub-recipient grant agreement with the Regional Economic Community Action Program, Inc. in the amount of \$25,000.00, with all such terms and conditions as may be required by the Corporation Counsel, to support and expand food distribution programs and services to City of Newburgh residents in need.

RESOLUTION NO.: 188 - 2020

OF

AUGUST 10, 2020

**RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG-CV)
SUB-RECIPIENT GRANT AGREEMENT IN THE AMOUNT OF \$25,000.00
WITH NEWBURGH URBAN FARM AND FOOD, INC. FOR THE ALLOCATION
OF CORONAVIRUS AID, RELIEF, AND ECONOMIC SECURITY ACT FUNDING
TO SUPPORT FOOD DISTRIBUTION PROGRAMS AND SERVICES**

WHEREAS, by Resolution No. 136-2020 of June 22, 2020, the City Council adopted a substantial amendment to the City of Newburgh Community Development Block Grant ("CDBG") FY2019 annual action plan for the allocation of Coronavirus Aid, Relief, and Economic Security ("CARES") Act funding; and

WHEREAS, the new Activities added to the CDBG FY2019 annual action plan include emergency income payments in the form of a rent payment assistance program and emergency food service in the form of assistance to non-profit organizations engaged in food distribution programs and services; and

WHEREAS, the City has received proposals from two qualified non-profit organizations to support and expand food distribution programs and services to City of Newburgh residents in need; and

WHEREAS, it is recommended that the Newburgh Urban Farm and Food, Inc. ("NUFFI") be selected to receive funding to support and expand food distribution programs and services in an amount not to exceed \$25,000.00; and

WHEREAS, this Council finds it to be in the best interest of the City of Newburgh to enter into a sub-recipient grant agreement with NUFFI to provide said food distribution and services as set forth in its proposal;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the City Manager be and he is hereby authorized to enter into a sub-recipient grant agreement with the Newburgh Urban Farm and Food, Inc. in the amount of \$25,000.00, with all such terms and conditions as may be required by the Corporation Counsel, to support and expand food distribution programs and services to City of Newburgh residents in need.

RESOLUTION NO.: 189 - 2020

OF

AUGUST 10, 2020

**A RESOLUTION AUTHORIZING THE CITY MANAGER
TO ENTER INTO AGREEMENTS WITH VARIOUS PARTIES
TO PROVIDE GROUP FITNESS INSTRUCTION CLASSES
IN DOWNING PARK THROUGH NOVEMBER 27, 2020**

WHEREAS, the COVID-19 pandemic has caused physical fitness and well-being to suffer from both a provider and recipient standpoint, leaving decreased access to health and well-being instruction for the community; and

WHEREAS, in response, the City of Newburgh recently advertised a "Call for Fitness Instructors" to provide free fitness classes outdoors to the public in Downing Park through November 27, 2020; and

WHEREAS, it is appropriate and necessary to authorize the City Manager to enter into agreements by which eligible fitness instructors can provide fitness instruction classes to the public; and

WHEREAS, the eligible fitness instructors will provide fitness instruction classes to the public at no charge to the public or to the City; and

NOW, THEREFORE, BE IT RESOLVED, that the Council of the City of Newburgh, New York hereby authorizes the City Manager to enter into the referenced agreements in a form subject to approval of the Corporation Counsel with such other terms and conditions as Corporation Counsel may require, with eligible fitness instructors to provide group fitness instruction classes in Downing Park through November 27, 2020.

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 _____, a firm [or person] with principal offices at _____, hereinafter referred to as "VENDOR."

ARTICLE 1. SCOPE OF WORK

VENDOR agrees to perform the SERVICES and/or supply the goods identified in Schedule A, (the "SERVICES") which is attached to, and is part of this Agreement. VENDOR agrees to perform the SERVICES and/or supply the goods in accordance with the terms and conditions of this Agreement. It is specifically agreed that the CITY will not compensate VENDOR for any SERVICES and/or goods provided outside those specifically identified in Schedule A, without prior authorization, evidenced only by a written Change Order or 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").

ARTICLE 2. TERM OF AGREEMENT

VENDOR agrees to perform the SERVICES and/or supply goods beginning as of the date of this Agreement and ending November 27, 2020.

ARTICLE 3. COMPENSATION

For satisfactory performance of the SERVICES and/or receipt of conforming goods 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 A, which is attached to and is part of this Agreement.

ARTICLE 4. EXECUTORY CLAUSE

The CITY shall have no liability under this Agreement to VENDOR or to anyone else beyond funds that may be 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/or supplying goods 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/or supplying of the goods 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 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, and to the extent practicable and if required by law, VENDOR shall maintain or cause to be maintained, in full force and effect during the term of this Agreement, at its expense, Workers' Compensation insurance, liability insurance covering personal injury and property damage, and other insurance with stated minimum coverages, all as listed below. 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. Except for Workers' Compensation and professional liability, 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.

Type of Coverage	Limit of Coverage
General Liability	\$1,000,000 aggregate
Professional Liability	\$1,000,000 aggregate

If available, VENDOR shall attach to this Agreement applicable certificates of insurance evidencing VENDOR'S compliance with these requirements.

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 and/or goods supplied 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 and/or goods 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 or Change Order to this Agreement, which Addendum or Change Order 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 or Change Order.

DRAFT

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

THE CITY OF NEWBURGH

VENDOR

BY: _____
Joseph Donat
City Manager
Per Resolution No.

BY: _____
NAME:
TITLE:

DATE: _____

DATE: _____

DRAFT

SCHEDULE A

SCOPE OF SERVICES: Outdoor Fitness Instructor

This scope of services will outline the schedule and other requirements for fitness classes to be provided at the Downing Park Amphitheatre for the summer and fall 2020 season, from August 15, 2020 (approximate), through November 27, 2020.

Vendor Name: _____

Proposed date of first class: [_____] / [_____] / [_____]]

Proposed date of last class: [_____] / [_____] / [_____]]

Frequency: [_____]]

Class type: [_____]]

Dates and times: [_____] at [_____] : [_____] AM / PM
[_____] at [_____] : [_____] AM / PM
[_____] at [_____] : [_____] AM / PM

Responsibilities of the Instructor (for class):

- Arrive at least 15 minutes prior to class in order to ensure the site is prepared.
- Create master sign-in sheet for all class participants.
- Have all participants sign a liability waiver at the beginning of each class. Waivers will be provided to you by the City.
- Ensure all participants are at least 6 feet apart at all times. Maximum 25 participants per class.
- Ensure that all equipment provided by you is cleaned and sanitized both before and after each class session.

Responsibilities of the Instructor (with City of Newburgh):

- Provide required documentation to qualify as eligible instructor.
- Work with Department of Planning and Development program contact to confirm actual class schedule assignments at least one (1) week in advance of class.
- Obtain sufficient number of blank waiver forms for each class.
- Deliver signed waiver forms to Department of Planning and Development program contact within 48 hours after each class.
- Create brief report (in writing) to Department of Planning and Development program contact about the class, including but not limited to number of participants in attendance, personal questions or concerns about the class, and any feedback from class participants.

- Notify the City's program contact immediately via e-mail if you need to cancel class for any reason.

As consideration for the services provided above, the City of Newburgh will promote the classes on its website and other social media platforms. Vendor shall not charge any fees or other consideration to the City or to class participants.

DRAFT

RESOLUTION NO.: 190 - 2020

OF

AUGUST 10, 2020

**A RESOLUTION REMOVING SERTAIRA BOYD AS WARD 4 MEMBER AND
APPOINTING MS. BOYD AS AN AT-LARGE MEMBER AND CHAIRPERSON, AND
APPOINTING GABRIELLE HILL AND CASSIE SKLARZ AS AT-LARGE MEMBERS
TO THE POLICE COMMUNITY RELATIONS AND REVIEW BOARD**

WHEREAS, the City Council of the City of Newburgh adopted Ordinance No. 1-2014 of July 14, 2014 which amended Chapter 72 of the City Code of Ordinances to create a "Police Community Relations and Review Board"; and

WHEREAS, the City Council of the City of Newburgh adopted Ordinance No. 1-2020 of January 27, 2020 which further amended Chapter 72 of the City Code of Ordinances; and

WHEREAS, Section 72-3(B)(1) provides for one member from each of the four wards to be appointed by the Council member elected from each ward; and

WHEREAS, Section 72-3(B)(2) provides for the City Council to appoint three at-large members of the Police Community Relations and Review Board with one such member being designated chairperson of the Police Community Relations and Review Board; and

WHEREAS, Sertaira Boyd currently serves as a member of the Police Community Relations and Review Board as an appointee of Ward 4, and has expressed interest in serving as chairperson of the Police Community Relations and Review Board; and

WHEREAS, Gabrielle Hill, and Cassie Sklarz have expressed interest in serving as members of the Police Community Relations and Review Board; and

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that Sertaira Boyd be removed as Ward 4 member and appointed as an at-large member and chairperson, and that Gabrielle Hill and Cassie Sklarz be appointed as at-large members to the Police Community Relations and Review Board for three-year terms commencing on August 17, 2020 and expiring on August 16, 2023.

RESOLUTION NO.: 191 - 2020

OF

AUGUST 10, 2020

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A
SETTLEMENT AGREEMENT IN CONNECTION WITH THE PREMISES
LOCATED AT 189 NORTH MILLER STREET (SECTION 11, BLOCK 1, LOT 17)

WHEREAS, the City of Newburgh commenced legal action against Newburgh Prime LLC, current owner of record of the premises known as 189 North Miller Street (Section 11, Block 1, Lot 17), to enforce its reverter and re-entry rights to the premises; and

WHEREAS, the parties have reached a settlement agreement in a manner and form substantially similar to the agreement annexed hereto; and

WHEREAS, this Council has determined it to be in the best interests of the City of Newburgh to enter into the attached settlement agreement;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the Office of the Corporation Counsel is hereby authorized to settle the legal action pending against Newburgh Prime LLC, and the City Manager is hereby authorized to execute a written settlement agreement and any other documents as the Office of the Corporation Counsel may require, to effectuate the settlement as herein described.

RESOLUTION NO.: 192 - 2020

OF

AUGUST 10, 2020

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A PAYMENT OF
CLAIM WITH FRITZROY FRANCIS IN THE AMOUNT OF \$3,436.31

WHEREAS, Fritzroy Francis brought a claim against the City of Newburgh; and

WHEREAS, parties have reached an agreement for the payment of the claim in the amount of Three Thousand Four Hundred Thirty-Six and 31/100 Dollars (\$3,436.31) 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 these matters 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 Fritzroy Francis in the amount of Three Thousand Four Hundred Thirty-Six and 31/100 Dollars (\$3,436.31) 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.: 193 - 2020

OF

AUGUST 10, 2020

A RESOLUTION AUTHORIZING THE SETTLEMENT OF
LITIGATION REGARDING THE IN REM TAX FORECLOSURE
OF LIENS FOR THE YEAR 2017 RELATIVE TO
117 WEST PARMENTER STREET (SECTION 38, BLOCK 3, 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 117 West Parmenter Street (Section 38, Block 3, Lot 24), in the City of Newburgh, from the List of Delinquent Taxes, as the sum of Fifteen Thousand Five Hundred Fifty-Two and 56/100 dollars (\$15,552.56) 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 31, 2020.

RESOLUTION NO.: 194 - 2020

OF

AUGUST 10, 2020

A RESOLUTION AUTHORIZING THE SETTLEMENT OF
LITIGATION REGARDING THE IN REM TAX FORECLOSURE
OF LIENS FOR THE YEAR 2017 RELATIVE TO
36 SOUTH MILLER STREET (SECTION 30, BLOCK 2, LOT 45)

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 36 South Miller Street (Section 30, Block 2, Lot 45), in the City of Newburgh, from the List of Delinquent Taxes, as the sum of Twenty-Nine Thousand Eight Hundred Thirty-Four and 72/100 dollars (\$29,834.72) 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 August 5, 2020.