

A City Council meeting of the City Council of the City of Newburgh was held Monday, December 14, 2020 at 7:00 p.m. via a Zoom Digital Platform.

Moment of Silence/ Momento de Silencio

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

Pledge of Allegiance/ Juramento a la Alianza

Roll Call/ Lista de Asistencia

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

Absent: Councilwoman Sofokles - 1

COMMUNICATIONS

Approval of the Minutes of the City Council Meeting on November 23, 2020

Councilman Grice moved and Councilman Sklarz seconded.

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

Carried

PRESENTATIONS

Certificate of Appreciation for Franklin Thompson

A Certificate of Appreciation was presented to Regina Angelo dedicating the 2020 Christmas tree to her and for her devoted service to our beloved City.

A Certificate of Appreciation was presented to Franklin Thompson for dedicating fifteen years of service to the community as a member of the Board of Electrical Examiners in the City of Newburgh.

Demo Online Tax Payment Link

Mayor Harvey said this is something they have been waiting for so they are excited about this demonstration on how to make tax payments online through this new software.

City Tax Collector, Vickianna DeMora and City Comptroller, Todd Venning did a demonstration on MunicPay and said that by January 1st everything should be up and running. Payments will be accepted by credit card or e-check and you can search your information by name and address or S/B/L.

Mayor Harvey asked if this is strictly for tax bills or will it include water, sewer and sanitation.

Ms. DeMora said that water, sewer and sanitation should be up and running by the second week in January and that would be searched by account number. It is very user friendly and you can also see if you have a lien on your property as well.

Councilwoman Monteverde asked if this is on the City's Webpage.

Ms. DeMora said yes once it is up and running it will be on the City's Webpage. Councilwoman Monteverde said so it's easy for our community and taxpayers to locate, which department will it be under on the Webpage?

Ms. DeMora said it will be under the Tax Collector's page but there will also be a button on the Home Page for online payments.

Councilwoman Monteverde said that's wonderful. Thank you.

City Manager, Joseph Donat said it will be centrally located directly underneath the COVID update on the Home Page as well so you can link directly to MunicPay. As this is the last time we will be meeting this year this will be the last time to provide this presentation to the community before 2021. When it goes live we will also have a Press Release with instructions on how to walk through this but we wanted to be able to share the screen with you this evening and walk everyone through this process.

Councilman Grice said he is glad to hear we will be doing these payments online. He also likes that we can separate the city and school taxes and he wants to make sure the community knows that the fee structure is standard with other fees. When we get the directions out for this we have to make sure we do this in Spanish and hopefully French Creole as well.

Ms. DeMora noted that if a property has a lien it will be noted that they can't pay that lien unless current taxes are paid first. If there is a lien they will be instructed to contact the Tax Collector for information on how to pay.

City Comptroller, Todd Venning said they are looking to finalize this tomorrow so they need to know what the Council prefers. Do they want to search by name and parcel address, S/B/L or both? This information is public but we are trying to make it as secure

as possible.

Ms. DeMora said that if you go onto the County Website you have to do a little digging to get information so a little extra security is good.

Mayor Harvey said we want to make sure the security element is covered but we also want to keep it simple as well. Is there a way to have all three?

City Comptroller, Todd Venning said that is absolutely an option. Most people won't know the S/B/L without a tax bill so that's pretty secure. Just using the name and address is very easy also but they are leaving it up to the Council to decide tonight so they can get back to the developers to wrap this up tomorrow.

City Manager, Joseph Donat said let's see where each member of the Council stands on this matter and then Todd and Vicky will be able to get that information finalized.

Councilman Grice said that considering the information is already public and that I might be the person that doesn't remember their S/B/L he would go for name, S/B/L and all of that.

Councilwoman Mejia said it's great that we have finally reached this step here in the City of Newburgh. She is on board for easiness with the residents and taxpayers finding their account and being able to pay. All of this is public information and she really doesn't have a preference but thinks that the name and street address is probably the easiest thing that we all remember. She also noted that there was a Log In option to create a profile so did we miss that in the presentation?

Ms. DeMora said that the Log In is an option and you can have it for extra security but it's not required.

Councilwoman Mejia said to everyone watching that that's another way to add an extra security step to accessing your information so she is good with name and address.

Mayor Harvey asked Councilwoman Mejia for a point of clarification. Councilman Grice said all three and you are saying just the two.

Councilwoman Mejia said it's her understanding that we go with name and address, S/B/L or all three if we like. She likes just the two; name and address.

Councilwoman Monteverde said so people know what we are talking about S/B/L means section, block and lot number. If she escrowed her taxes could she still go on to see if they were paid by her bank?

Ms. DeMora said yes because when the Bank sends the payments in your first installments will show as paid.

Councilwoman Monteverde said that's great and she guesses the taxpayer's address and name would be fine with her because a lot of times people forget what their S/B/L is. She thinks that what they have accomplished is monumental and fantastic.

Councilman Shakur said this was a very well put together presentation and he has no questions. It is simplified so anyone can do it and name and address is his preference because it doesn't get to personal then. Name and address should be sufficient.

Councilman Sklarz said his preference is to have all three to add a level of security assuming that when someone goes into the system they will have their tax bill handy. On the Log In piece of this, if someone establishes an account will the system let them know that a payment is due?

Ms. DeMora said she would check and get back to them on that.

Councilman Sklarz said it might be a good feature to have to send out regular reminders if they have an account. He thanked them for all of their efforts with putting this together.

Mayor Harvey said he is going to complicate things a little bit. We have Councilman Grice and Councilman Sklarz saying it should be all three and he votes for all three also. He does understand the simplicity but if someone wants to look up someone else's address and tax information that S/B/L number as an extra layer of security and privacy is important. In this age of information and technology we've almost made it too easy so he feels that extra layer would protect some of our privacy. So that makes it three to three. Who will break the tie? The City Manager?

City Manager, Joseph Donat noted that Councilwoman Sofokles was unable to join us this evening so prior to breaking this tie he would request that she weigh in. He will get in touch with her tomorrow and get the information to Todd and Vicky as soon as possible.

Public Hearing on Monday, December 14, 2020 to receive comments on a Substantial Amendment to the FY2019 Community Development Block Grant (CDBG) Annual Action Plan (AAP)

Mayor Harvey called for a public hearing that was advertised for this meeting to receive comments on a Substantial Amendment to the FY2019 Community Development Block Grant (CDBG) Annual Action Plan (AAP).

Alexandra Church, Director of Planning & Development gave a brief update and noted that this is the second allotment of CDBG CARES money which requires a public hearing and public comment period.

There was no one wishing to speak on this public hearing.

Joseph Donat, City Manager noted that there is also a five day public comment period that will start tomorrow. Those who were unable to provide comment this evening can do so in writing by sending them electronically or by e-mail to our Planning & Development Office and they can also call directly and provide those comments to our staff there. We will get that information out to the public tomorrow also.

This public hearing was officially closed.

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

Melvina Holloway, City of Newburgh said she is a member of the NAACP and her goal is urging collaboration and communication for public engagement and trust. She is referring to the New York State Police Reform and Reinvention Collaborative Process Executive Order 203 with an April 1, 2021 deadline. The NAACP sent a letter of concern on November 24th with six concerns and an official response was received but we still await the following: Dates of past public hearings or forums that were referred to and to have those posted and those comments shared. That an action plan be used showing the connection to policies, deployment strategies, procedures and practices. A complete Website with accurate information which the current Website does not yet have. Publish a Committee roster to show who is represented and their roles as well as including the experience of those incarcerated, local education officials, LGBTQIA plus leaders and applicants, legal and academic experts and use the resources guide specifically listing page 110. Collaboration is demonstrated when surrounding towns have law enforcement called by Newburgh and the Christmas tree lighting was fabulous which shows collaboration as well. Surely people in these same towns can collaborate with Newburgh in this process to address racial disparities in policing communities of color. An 1829 quote from Robert Peale was used by the City Manager on December 8th prior to public comments. The quote was really excellent and the legacy is crime prevention, earning public support and respecting community principles. The quote from 1829 was during a time of legal slavery and since then America has passed many amendments. Sir Robert Peale was from London so what is London doing today in its 2020 response? The police in London and cities around the World have come under scrutiny in recent months and the Mayor has an action plan in London. That the metropolitan police should be more inclusive, work closely with other communities and gain trust of the minorities who are treated differently than White Londoners. She would like everyone to notice that the killing of George Floyd and other acknowledgments are happening around the World with an action plan that's being shared and can be found.

Megan Prives said she was speaking on behalf of Share4kids and Seraphim Equities regarding their donation of \$2,400.00 towards Christmas wreaths. Share4kids is a 501c3 non-profit created by the co-founders of Seraphim and Share4kids raises funds for various children's charities. In the past they have raised funds for children's Cancer Research, an after school program for children with disabilities and more. The purpose behind their donation is to introduce themselves as a company with a community first approach. They want to show that they are not only investing in Newburgh but in its people too through visible actions not just words. With the Coronavirus putting a damper on Holiday festivities and all events that took place this year from birthday parties to school field trips they believe that all of Newburgh's children deserve to feel the Holiday spirit. They heard that there aren't enough wreaths to fill upper Broadway while lower Broadway has a wreath on every light post. They asked how much it would cost to purchase new wreaths and the response was \$2,400.00. They were given the option to donate any amount they were comfortable with and decided they wanted to fill the entire cost to make sure the festive decorations were inclusive of all children regardless of where they live. This donation is their first step into the community and when residents see their Logo on construction sites they want them to know they are not here solely for business and they

care about Newburgh's existing communities. As a family run and oriented company, charitable action, especially during the Holidays is a priority for them. They hold Christmas giveaways in other neighborhoods they work in like Patterson, New Jersey and East, New York every single year and they want to make Newburgh one of the neighborhoods they donate to during the Holidays as well. This year they will be donating Butterball Gift Certificates to Newburgh's families in need to assist with Christmas dinner shopping plus hats, gloves and more. *"Please consider our donation of \$2,400.00 to Newburgh's Christmas wreaths. Ultimately we would love to participate regardless of if our name is included in the Press Release. Thank you for your time and please feel free to contact me with any ideas or questions at megan@seraphimequities.com."*

Sertaira Boyd, City of Newburgh said she is very happy and pleased that Municpay will finally be up and running and that IT is working hard with moving forward on advancing our City. As the Chairperson for the Police Review Board, she is looking forward to having the completion of the complaint form for citizens on the Website as well and hopefully we can have that up and running by the end of January. She noted that she is with Mayor Harvey and the other three Council members who voted to have the Municpay services with S/B/L along with name and address because it gives a little bit more security in these days and times when there are too many scams going on. Security is a strong issue when it comes to personal information. On the Cares Act, she said that Ms. Church gave a good presentation on what they are implementing but after speaking with some of her neighbors they are all concerned as homeowners. They are giving a lot of help towards schools and renters but the schools are closed with COVID and they aren't asking for all of the taxes back but are wondering if they could get a percentage back. The Christmas tree lighting was awesome and she is happy with where we are moving in the City of Newburgh.

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

CITY MANAGER'S REPORT

Resolution No. 297 - 2020 - Amended Access Agreement with Central Hudson in Connection with 610 Little Britain Road

City Manager, Joseph Donat explained that this is an amended agreement with Central Hudson to access a portion of property to install a water monitoring device.

Michelle Kelson, Corporation Counsel said that Central Hudson has a property at 610 Little Britain Road that was identified as a Brownfield Site and there was a voluntary clean up action that turned into an agreement with Central Hudson. Part of their cleanup responsibility requires ground water monitoring so they need to install an additional ground water monitoring well on adjacent City owned property. This agreement allows Central Hudson contractors who are cleaning up their contamination to access City property to install an additional ground water monitoring well to complete their cleanup agreement with the DEC.

Mayor Harvey asked if our Engineering and Water Department will be on site to monitor what they are doing.

Ms. Kelson said yes they have to notify the City Engineer and Water Department twenty-four hours before beginning work. We also will have a final review to make sure all the work is done and acceptable with no damages.

Mayor Harvey said he asks this question because there have been a lot of complaints about Central Hudson and Precision Pipeline. Anytime they are going into our infrastructure or on our property he hopes we have strict monitoring in process as they do not have a good track record.

Councilman Sklarz moved and Councilman Grice seconded.

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

Resolution No. 298 - 2020 - Brown's Pond Watershed Recommendations

Councilwoman Monteverde asked if the City Manager could clarify how long we will be on Brown's Pond.

City Manager, Joseph Donat said that right now it is scheduled to be a ten week shut down which started on November 30th and will take us to the middle of February. If it is to be further delayed we will communicate that to the public.

Councilman Grice said that some people have complained about the smell of the water so he has been telling them to let it run for a little while or call the Water Department if they have serious concerns.

Wayne Vradenburgh, Water Superintendent said they switched to a different water source

on November 30th and only received three complaints about a chlorine smell. He urged our customers to call the Water Department and follow the process so all complaints are logged for the Health Department. We contacted the Health Department but they did not receive any complaints. We believe that the two different sources of waters blending together made that smell. The water from the homes of the three complaints received was tested and their chlorine levels were perfect. The chlorine is monitored every minute and there is a certain limit that we have to be in which we have been in the entire time.

Councilman Sklarz moved and Councilman Grice seconded.

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

Adopted

Resolution No. 299 - 2020 - Demolition of 7 Gidney Avenue

Councilwoman Monteverde moved and Councilman Grice seconded.

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

Adopted

Resolution No. 300 - 2020 - DPW, Fire & Police Department Vehicles Surplus

Councilman Sklarz moved and Councilwoman Monteverde seconded.

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

Adopted

Resolution No. 301 - 2020 - 255 Broadway - Release of Covenants

Councilman Grice moved and Councilwoman Mejia seconded.

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

Adopted

Resolution No. 302 - 2020 - Accept Donation of Modular Street Furniture from the Awesome Newburgh Foundation

Councilman Grice moved and Councilwoman Monteverde seconded.

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

Adopted

Resolution No. 303 - 2020 - Apply for and Accept if Awarded a National Park Service Grant for an Oral History of African American Civil Rights in Newburgh

Councilman Grice moved and Councilman Sklarz seconded.

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

Nays: Shakur-1

Adopted

Resolution No. 304 - 2020 - Master License Agreement with Verizon Wireless of East LP

Mayor Harvey asked for a clarification.

Corporation Counsel, Michelle Kelson said this is a subsidiary of Verizon that wants to access City rights of way to install what is commonly referred to as small cell

infrastructure on existing utility poles in the City of Newburgh. We have had two other vendors previously request agreements to install similar types of equipment on various utility poles in the City and Federal Law requires that we have to grant companies similar access on substantially the same terms and conditions. There are also Federal regulations on what fees and service charges a municipal corporation can charge these companies. Verizon started their program in Western New York and they have migrated south so she has been able to track agreements in other municipalities' further upstate along with other agreements that the Council has previously approved. This agreement will grant this subsidiary access to the City's rights of way and the ability to apply for permits to install their equipment on utility poles that exist already in the rights of way and we will be able to charge them fees to come in and access the poles that we currently own. This governs the terms and conditions for that relationship.

Mayor Harvey said that when Verizon first came into the City of Newburgh between 2006 and 2009 during a time when we had the Arts & Cultural Commission, they were supposed to do a give back to the community. He asked what the name of this subsidiary is.

Ms. Kelson said this is Verizon Wireless of East LP. The agreement the Mayor is referring to is a Cable Franchise Agreement the City entered into in 2007 and Cable Franchise Agreements are governed by a different set of Federal regulations that govern what the municipality can and cannot charge to those corporations.

Mayor Harvey said they never gave us that public access.

Ms. Kelson said there was a lot of talk about it and where we are now going into 2021 is that if the City were to demand those kind of in-kind services it would have to offset the fees that we charge them so it would reduce the cash payment that we would be able to charge them for the franchise in the City of Newburgh. Going forward you have to assess whether you want those in-kind contributions or that cash infusion.

Mayor Harvey asked if there is any opportunity to get any in-kind services as a result of this agreement.

Ms. Kelson said not in this agreement. This is for the small cell infrastructure and the previous agreements that the City has entered into have been fee for service agreements and we have not been offered or negotiated any in-kind services.

Councilman Grice moved and Councilwoman Monteverde seconded.

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

Adopted

Resolution No. 305 - 2020 - 2021 Liability and Municipal Property Insurance Renewal

Councilman Grice moved and Councilman Sklarz seconded.

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

Adopted

Resolution No. 306 - 2020 - To apply for the TD Green Space Grant for \$20,000 with no match required

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

Resolution No. 307 - 2020 - Ferry Parking Lot Lease Extension

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

Resolution No. 308 - 2020 - Sixth MOU with Metro-North Railroad

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

Resolution No. 309 - 2020 - Contract with Mesh Realty Group, Inc. for Property Management Services

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

Resolution No. 310 - 2020 - Orange County Sales Tax Sharing Agreement Extension

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

Resolution No. 311 - 2020 - Amending 2020 Personnel book to add a temporary detective

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

Resolution No. 312 - 2020 - Rate Increase for 207 Resolutions LLC

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

Resolution No. 313 - 2020 - Conservation Advisory Council Re-appointments

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

Resolution No. 314 - 2020 - December 24, 2020 work session & December 28, 2020 Council meeting

Councilman Grice moved and Councilwoman Mejia seconded.
Ayes: Grice, Mejia, Monteverde, Sklarz, Harvey - 5

**Nays: Shakur-1
Adopted**

Resolution No. 315 - 2020 - Authorizing a Payment of Claim with Enterprise Rent-a-Car

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

Resolution No. 316 - 2020 - To Accept a Donation in the Amount of \$2,500

Mayor Harvey asked for a clarification.

Corporation Counsel, Michelle Kelson said this is a subsidiary of Verizon that wants to access City rights of way to install what is commonly referred to as small cell infrastructure on existing utility poles in the City of Newburgh. We have had two other vendors previously request agreements to install similar types of equipment on various utility poles in the City and Federal Law requires that we have to grant companies similar access on substantially the same terms and conditions. There are also Federal regulations on what fees and service charges a municipal corporation can charge these companies. Verizon started their program in Western New York and they have migrated south so she has been able to track agreements in other municipalities' further upstate along with other agreements that the Council has previously approved. This agreement will grant this subsidiary access to the City's rights of way and the ability to apply for permits to install their equipment on utility poles that exist already in the rights of way and we will be able to charge them fees to come in and access the poles that we currently own. This governs the terms and conditions for that relationship.

Mayor Harvey said that when Verizon first came into the City of Newburgh between 2006 and 2009 during a time when we had the Arts & Cultural Commission, they were supposed to do a give back to the community. He asked what the name of this subsidiary is.

Ms. Kelson said this is Verizon Wireless of East LP. The agreement the Mayor is referring to is a Cable Franchise Agreement the City entered into in 2007 and Cable Franchise Agreements are governed by a different set of Federal regulations that govern what the municipality can and cannot charge to those corporations.

Mayor Harvey said they never gave us that public access.

Ms. Kelson said there was a lot of talk about it and where we are now going into 2021 is that if the City were to demand those kind of in-kind services it would have to offset the fees that we charge them so it would reduce the cash payment that we would be able to charge them for the franchise in the City of Newburgh. Going forward you have to assess whether you want those in-kind contributions or that cash infusion.

Mayor Harvey asked if there is any opportunity to get any in-kind services as a result of this agreement.

Ms. Kelson said not in this agreement. This is for the small cell infrastructure and the previous agreements that the City has entered into have been fee for service agreements and we have not been offered or negotiated any in-kind services.

Councilman Sklarz moved and Councilman Grice seconded.

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

Adopted

Resolution No. 317-2020 - Agreement with ARCADIS for Professional Services CSO Long Term Control Plan

Councilman Grice moved and Councilwoman Mejia seconded.

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

Adopted

NEW BUSINESS

There was no new business.

OLD BUSINESS

There was no old business.

FURTHER COMMENTS FROM THE COUNCIL

Councilman Grice thanked the public and he is happy we had some public engagement so please spread the word on how to do it. He wished everyone a Happy Holiday and made a plea to our business community to please hire specifically African American males. When he thinks about the Program Mayor Harvey started, "*100 Men*" it was a great program and the structure of that is still there. When he thinks about the Street Sweeper Program that Mayor Harvey initiated and the Police Reports on the gun violence that has been going on, our African American men really need jobs so if you own a business please consider hiring one of them. "*I guarantee you will not regret it.*"

Councilwoman Mejia said it's been a historic year as we've lost co-workers, friends and family members and 2020 also marks her seventh year of serving on this Council. It's been a very full and active seven years and she is really proud of the progress they have made. She believes the importance of creating space for new leadership and ideas which is why she supported the term limits legislation and why she has decided not to seek a third term. "*To all of my constituents and residents of the City of Newburgh and neighbors I'm so proud to have been given the opportunity to be able to serve. As I enter my last official year of service in 2021 I want to double down on legislation that continues to move this City forward. I really look forward to and I'm committed to continuing to work with this Council and this administration to help us continue to move progressive policy forward because we still have a lot, a lot of work to do.*" She thanked everyone for getting us through this Pandemic year and said to continue to be gentle with each other. She can't wait for January 1st, 2021 to begin to symbolically turn the page on 2020.

Councilwoman Monteverde agreed with Councilwoman Mejia that 2020 has been quite a

year.

As we close out this year thinking of the family members, co-workers and people in the community that we have lost it has been brutal and she wanted to acknowledge them by sharing a Poem written by Mya Angelou. Her message to everyone in the community is let's be kind, let's wear a mask, let's reach out and help each other because it's going to be a tough winter. She wished everyone a peaceful and healthy Holiday. *"Be safe and be well"*.

Councilman Shakur thanked everyone for being here tonight. He said he has completed his first year and he is ready for the next three. He wished everyone a Happy Holiday and said to continue what we are doing by working on the future of the City of Newburgh. He will see everybody next year.

Councilman Sklarz said everyone is in a reflective mood tonight and in seventeen days it will be New Year's Eve when we are usually looking to ring in the New Year but he thinks that this year we will all be staying up late just to make sure that 2020 leaves us. It was a very sad year for all of us especially the hundreds of families who lost loved ones. Perhaps the masks and social distancing will help us fully appreciate the true meaning of the Holiday Season that we should grab onto our loved ones, hold them close and be thankful for the love that we share. *"Merry Christmas, Happy Holidays. Here's to a happy and healthy 2021."*

Mayor Harvey said it's a time for reflection and to look back at what 2020 brought us so in that same spirit he shared a quote from an unknown author. *"It is only in our darkest hour that we may discover the true strength of our brilliant light within ourselves that can never ever be dimmed."* We have been through some dark times and his heart, thoughts and Prayers goes out to all of those lost due to COVID19. We have to remember this Holiday Season that it's a blessing to be alive and appreciate our loved ones so be nice to someone somewhere and someone somewhere will be nice to you. 2020 was very challenging and he appreciates, loves and respects all of our City staff, friends, family, the residents and our City Council for what they bring to our community and his life. *"Feliz Navidad. Have a happy Holiday, Merry Christmas and Happy Hanukkah."*

ADJOURNMENT

here being no further business to come before the Council the meeting adjourned at 8:35 p.m.

LORENE VITEK
CITY CLERK

RESOLUTION NO.: 297 - 2020

OF

DECEMBER 14, 2020

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A
NEW LICENSE AND ACCESS AGREEMENT WITH
CENTRAL HUDSON GAS & ELECTRIC CORPORATION AND ITS CONTRACTED
AGENTS TO ALLOW ACCESS TO CITY OWNED PROPERTY UNDER A
BROWNFIELD CLEANUP AGREEMENT
AT THE LITTLE BRITAIN ROAD SERVICE CENTER**

WHEREAS, Central Hudson Gas & Electric Corporation ("CHG&E") entered into a Brownfield Cleanup Agreement at the Little Britain Road Service Center located at 610 Little Britain Road, Town of New Windsor, Orange County and designated as Site No. C336031 ("the Site") with the New York State Department of Environmental Conservation which, among other things, requires CHG&E to conduct additional groundwater investigations as part of the final engineering report for the cleanup; and

WHEREAS, the proposed groundwater investigation includes the installation of an additional groundwater monitoring well on the City's water supply property located adjacent to the Site, which is owned and controlled by the City and identified as Section 4, Block 1, Lot 12.2 on the official tax map of Orange County ("the City Property"); and

WHEREAS, by Resolution No. 337-2017 of December 11, 2017, the City Council authorized a License and Access Agreement with CHG&E and their contracted agents to allow access to the City Property in connection with the voluntary cleanup of the Site; and

WHEREAS, CHG&E wishes to continue the ongoing groundwater investigation in order to comply with its obligations under the Brownfield Cleanup Agreement, and has requested that the City provide additional access to the portions of the City Property, subject to the conditions provided in a new License and Access Agreement which includes the approximate proposed location and position of the monitoring well on the accompanying map or plan; and

WHEREAS, this Council has reviewed the attached new License and Access Agreement and has determined that entering into the same is in the best interests of the City of Newburgh and its further development;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to execute the new License and Access Agreement, in substantially the same form annexed hereto with such other terms and conditions as may be required by Corporation Counsel, with Central Hudson Gas & Electric Corporation and their contracted agents to allow additional access to City owned property under a Brownfield Cleanup Agreement at the Little Britain Road Service Center located at 610 Little Britain Road, New Windsor, New York.

RESOLUTION NO.: 298 - 2020

OF

DECEMBER 14, 2020

**RESOLUTION ADOPTING THE DRINKING WATER SOURCE PROTECTION
SCORECARD RECOMMENDATIONS FOR THE BROWNS POND WATERSHED**

WHEREAS, Riverkeeper has developed a Drinking Water Source Protection Scorecard tool to be used by water providers to evaluate source water protection strategies as they pertain to specific drinking water supply watersheds; and

WHEREAS, The Drinking Water Source Protection Scorecard assesses several aspects of source water protection, including source water assessments, annual drinking water quality reports, watershed management, watershed rules and regulations, streams and wetlands and open space; and

WHEREAS, The City of Newburgh Water Superintendent and City Engineer recently completed the Drinking Water Source Protection Scorecard tool for the City of Newburgh's drinking water supply watershed with the assistance of Riverkeeper; and

WHEREAS, The City of Newburgh's Score was found to be 15% out of 100%, and the Drinking Water Source Protection Scorecard Findings document a logical outline of the watershed issues to be addressed in the development of recommendations to improve protections of the watershed; and

WHEREAS, by Resolution No. 27-2020 of January 27, 2020, the City Council of the City of Newburgh endorsed the Riverkeeper Drinking Water Source Protection Scorecard Findings dated January 13, 2020, and authorized City staff to continue to collaborate with Riverkeeper to develop and refine recommendations to improve protection of the watershed and source water quality based on the Drinking Water Source Protection Scorecard Findings through an inclusive and transparent public process involving City of Newburgh drinking source water stakeholders; and

WHEREAS, Riverkeeper has developed Drinking Water Source Protection Scorecard Recommendations for the Browns Pond Watershed, which currently supplies the City of Newburgh with water at times when the New York City's Catskill Aqueduct is unavailable; and

WHEREAS, the City Council has reviewed Riverkeeper's Drinking Water Source Protection Scorecard Recommendations for the Browns Pond Watershed and finds that adopting same is in the best interests of the City of Newburgh, its residents, stakeholders and future development;

NOW, THEREFORE, BE IT RESOLVED, that The City Council of the City of Newburgh hereby endorses and adopts the Riverkeeper Drinking Water Source Protection Scorecard Recommendations for the Browns Pond Watershed.

RESOLUTION NO.: 299 - 2020

OF

DECEMBER 14, 2020

A RESOLUTION AUTHORIZING THE AWARD OF A BID AND EXECUTION OF A CONTRACT WITH GORICK CONSTRUCTION CO., INC. IN THE AMOUNT OF \$71,500.00 FOR THE DEMOLITION OF THE HOUSE LOCATED AT 7 GIDNEY AVENUE WITH AN ADD ALTERNATE FOR ADDITIONAL DEMOLITION IF NECESSARY WITH A PER SQUARE FOOT PRICE OF \$8.00 AND AN ADD ALTERNATE FOR CHAIN LINK FENCE INSTALLATION ALONG THE FRONT OF THE PROPERTY FOR A LUMP SUM PRICE OF \$1,344.00

WHEREAS, the City of Newburgh duly advertised for bids for the demolition of the house located at 7 Gidney Avenue; and

WHEREAS, the bids have been duly received and opened and Gorick Construction Co., Inc. is the low bidder; and

WHEREAS, funding for the Project shall be derived from A.1365.0459.0000.0000; and

WHEREAS, this Council has reviewed the bid and determined that entering into a contract with Gorick Construction Co., Inc. 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 bid for the demolition of the house located at 7 Gidney Avenue is hereby awarded to Gorick Construction Co., Inc. for the lump sum total \$71,500.00 with an Add Alternate for additional demolition if necessary with a per square foot price of \$8.00 and an Add Alternate for chain link fence installation along the front of the property for a lump sum price of \$1,344.00 and that the City Manager be and he is hereby authorized to enter into a contract for such work in this amount.

NOTICE TO BIDDERS
INVITATION FOR BIDS
for the
Demolition of 7 Gidney Avenue with Asbestos in Place
Bid No. 21.20
City of Newburgh, Orange County, New York

Sealed bids will be received by the City Comptroller in his office located at City Hall, 83 Broadway - 4th Floor, Newburgh, New York 12550 until 11:00 a.m. (local time), Thursday, December 10, 2020, at which time they will be opened and read aloud in a non-public setting that shall be livestreamed for public viewing in order to mitigate the spread of COVID-19.

The work location is a three-story multiple family dwelling located at 7 Gidney Avenue, Newburgh, NY 12550. The general scope of work consists of complete building demolition with asbestos containing materials in-place, soil backfill and seeding. Access to the site is from Gidney Avenue, which will be closed during working hours, with a single lane made available by the contractor during non-working hours. Clearing of vegetation along the west façade of the structure may be required to facilitate demolition and access. All work is subject to prevailing wage and requires submission of original certified payrolls as a condition for payment. DOL rates for this Project can be accessed under PRC#2020011584 by clicking Wage Schedule on the following website link: <http://apps.labor.ny.gov/wpp/publicViewProject.do?method=showIt&id=1505980>. All work shall be coordinated through the City Engineer and the City of Newburgh's environmental consultant, Quality Environmental Solutions & Technologies, Inc. (QuES&T)

The work includes providing all labor, materials, machinery, tools, equipment and other means of construction necessary and incidental to the completion of the work described in these specifications including, but not necessarily limited to the following: Installation of site fencing, demolition and disposal of the existing structure with ACM in-place, backfilling with soil and seeding, amongst other things. All applicable permits for this controlled demolition project have been obtained from the New York State Department of Labor by the City of Newburgh.

Complete sets of the drawings, specifications and bid forms, becoming available to the public on Wednesday, November 25, 2020, may be viewed and downloaded at no charge by visiting the Empire State Purchasing Group website (also known as BidNet) at: www.BidNetDirect.com/new-york/city-of-newburgh, selecting the "Open Solicitations" tab and title of solicitation. Vendors may have to register if visiting this site for the first time. Bids will only be accepted from those vendors having downloaded all Bid Documents from the Empire State Purchasing Group website which are then considered and listed as an Official Plan Holder.

Contractors must obtain Contract Documents from the Empire State Purchasing Group site in order to be placed on the official Plan Holders list, receive Addenda and other Bid correspondence. Bids received from Contractors other than those on the official Plan Holders list will not be accepted.

All Bids must be made on the official Bid Form or an exact copy by reproduction thereof, with signatures made in blue ink to ensure original documents have been submitted, and enclosed in a sealed envelope. This is a lump sum bid as described in the Instructions to Bidders. No Bidder may withdraw his or her Bid within forty-five (45) calendar days after the actual date of the opening thereof. Each Bid must be accompanied by a bid security in the amount of five (5) percent of the base bid in accordance with the Instructions to Bidders.

The successful Bidder will be required to furnish construction performance and payment bonds in the full amount of the contract price. The successful Bidder will be required to comply with all provisions of the Federal Government Equal Employment Opportunity clauses issued by the Secretary of Labor on May 21, 1968 and published in the Federal Register (41CFR Part 60-1, 33 F.2 7804).

OWNER reserves the right to reject any and all Bids, to waive any and all informalities and the right to disregard all nonconforming, non-responsive or Conditional Bids.

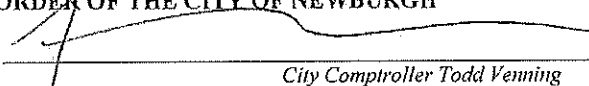
OWNER:
City of Newburgh
83 Broadway
Newburgh, NY 12550

Engineer:
Jason C. Morris
City Engineer

CONSULTANT:
QuES&T
1376 Route 9
Wappingers Falls, NY 12590

Contact:
Rudy Lipinski
Director of Field
Operations
(845) 298-6251

BY ORDER OF THE CITY OF NEWBURGH

By: 
City Comptroller Todd Venning

Dated: November 20, 2020

"AN EQUAL OPPORTUNITY, AFFIRMATIVE ACTION EMPLOYER"

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RESOLUTION NO.: 300 - 2020

OF

DECEMBER 14, 2020

**A RESOLUTION DECLARING POLICE DEPARTMENT AND
FIRE DEPARTMENT VEHICLES AND
DEPARTMENT OF PUBLIC WORKS VEHICLES AND EQUIPMENT AS SURPLUS**

WHEREAS, the City of Newburgh Department of Public Works possesses vehicles and equipment identified as a 2004 Ford van, 2001 a Dodge 4 X 4, and an Ammco brake lathe which are no longer of use to the City; and

WHEREAS, the City of Newburgh Police Department possesses vehicles identified as a 2006 Chevrolet Tahoe, a 2007 Mercury Mountaineer, a 2007 Ford Taurus, 2008 Dodge Durango, a 2009 Dodge Charger, two 2010 Dodge Chargers, a 2010 Dodge Journey, a 1987 Ford van, and a 2001 Dodge van which are no longer of use to the City; and

WHEREAS, the City of Newburgh Fire Department possess vehicles identified as two 2004 Jeep Grand Cherokees which are no longer of use to the City; and

WHEREAS, the Department of Public Works, the Police Department, and the Fire Department have requested that the vehicles and equipment be designated as surplus and sold; and

WHEREAS, the City Council has determined that declaring the vehicles and equipment as surplus is in the best interests of the City of Newburgh; and

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the vehicles and equipment identified on the schedule attached hereto and made part hereof are hereby declared to be surplus and of no further use or value to the City of Newburgh; and

BE IT FURTHER RESOLVED, that the City Manager and/or City Comptroller be and they are hereby authorized to execute any required documents and conduct all necessary transactions to dispose of said surplus vehicles in accordance with the City of Newburgh's Surplus Property Disposition Policy and Procedure adopted by Resolution No. 174-2014 of July 14, 2014.

RESOLUTION NO.: 301 -2020

OF

DECEMBER 14, 2020

**A RESOLUTION AUTHORIZING THE EXECUTION OF A RELEASE OF
RESTRICTIVE COVENANTS AND RIGHT OF RE-ENTRY FROM A DEED
ISSUED TO DAVID DEFREEST AND ERIC ASHCROFT TO THE PREMISES
KNOWN AS 255 BROADWAY (SECTION 35, BLOCK 2, LOT 4)**

WHEREAS, on March 14, 1985, the City of Newburgh conveyed property located at 255 Broadway, being more accurately described on the official Tax Map of the City of Newburgh as Section 35, Block 2, Lot 4, to David DeFreest and Eric Ashcroft; and

WHEREAS, the attorney representing the current owner 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 255 Broadway, Section 35, Block 2, Lot 4 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 March 14, 1985, from THE CITY OF NEWBURGH to DAVID DEFREEST AND ERIC ASHCROFT, recorded in the Orange County Clerk's Office on March 20, 1985, in Liber 2338 of Deeds at Page 185 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.: 302 - 2020

OF

DECEMBER 14, 2020

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ACCEPT
A DONATION OF MODULAR STREET FURNITURE FROM
THE AWESOME NEWBURGH FOUNDATION

WHEREAS, the Awesome Newburgh Foundation has offered to donate to the City of Newburgh modular street furniture paid for by a developer and returned unused to the manufacturer; and

WHEREAS, the modular street furniture has a value of \$199,997.95, and the Awesome Newburgh Foundation further offered to deliver the furniture to Newburgh and to install the furniture in City-owned parks and open spaces identified by the City at no cost to the City, an estimated value of services in the amount of \$4,800.00; and

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

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager of the City of Newburgh be and he is hereby authorized to accept the donation of the modular street furniture and the delivery and installation by Awesome Newburgh Foundation, with the appreciation and thanks of the City of Newburgh.

RESOLUTION NO.: 303 - 2020

OF

DECEMBER 14, 2020

A RESOLUTION AUTHORIZING THE CITY MANAGER TO APPLY FOR AND
ACCEPT IF AWARDED A NATIONAL PARK SERVICE
AFRICAN AMERICAN CIVIL RIGHTS PROGRAM GRANT
IN AN AMOUNT NOT TO EXCEED \$50,000.00 WITH NO CITY MATCH
TO UNDERTAKE AN ORAL HISTORY OF AFRICAN AMERICAN CIVIL RIGHTS
IN THE CITY OF NEWBURGH

WHEREAS, the National Parks Service African American Civil Rights Grant Program provides funding for projects that document, interpret, and preserve sites and stories related to the African American struggle to gain equal rights as citizens; and

WHEREAS, the City of Newburgh proposes to record and document an oral history of the African American community in Newburgh since the 19th century, through the Great Migration, in relation to the community's culturally significant sites and historic neighborhoods focusing on the rich cultural heritage of the African American community in Newburgh, and also highlighting the long-term impacts of planning practices of the 20th century in and around the East End Historic District ("EEHD"), such as Urban Renewal, anti-Black lending practices, suburbanization and "white flight", and other policies that directly impacted the African American community in particular and the oral history will then serve as context for re-evaluating the scope and nature of our Historic District; and

WHEREAS, to ensure the City's preservation efforts prioritize cultural significance and community preservation alongside architectural integrity, the study will seek out current and former residents of Newburgh descended from African Slaves, migrants, and families impacted by Urban Renewal and other policies that historically prevented Black individuals and communities from accumulating land and wealth; procure a multimedia professional to produce high-quality recordings of individuals and families sharing their stories and other professionals to create online and written materials capturing these stories to be accessible to the general public; and consult with Historic Preservation professionals and African American Civil Rights scholars to assess how this historic information can support expansion of the nomination of our EEHD and culturally significant community preservation for the Black communities in Newburgh; and

WHEREAS, the City of Newburgh proposes to undertake the Project in with David Hochfelder and Dr. Ann Pfau, from the University at Albany, who are urban renewal scholars and currently caring for more than 100 boxes of the City of Newburgh's urban renewal archives; and

WHEREAS, no City matching funds are required and the City Council finds that it is in the best interests of the City of Newburgh and its further development to apply for and accept the grant if awarded;

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Newburgh that the City Manager be and he hereby is authorized to apply for and accept if awarded a National Park Service African American Civil Rights Program grant in an amount not to exceed \$50,000.00 with no City match for a study to record and document an oral history of the African American community in the City of Newburgh; and that the City Manager is authorized to execute all such documentation and take such further actions as may be appropriate and necessary to accept such grant and administer the programs funded thereby.

RESOLUTION NO.: 304 - 2020

OF

DECEMBER 14, 2020

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE
A SMALL WIRELESS COMMUNICATIONS FACILITIES
MASTER LICENSE AGREEMENT WITH VERIZON WIRELESS OF EAST LP**

WHEREAS, Verizon Wireless of East LP is a Competitive Local Exchange Carrier with authority to operate throughout the State of New York to provide telecommunications services; and

WHEREAS, the City of Newburgh is required by federal and State statutes, regulations and orders to grant all telecommunications service providers access to and occupancy of the public rights-of-way within the City on a non-discriminatory basis for the purpose of installing facilities to provide telecommunications services; and

WHEREAS, Verizon Wireless of East LP has requested access to and occupancy of the City's rights-of-way for the purpose of installing small cell infrastructure on existing utility poles and light poles, including utility poles and light poles owned by the City, within the jurisdictional boundaries of the City; and

WHEREAS, the City is authorized by State statutes, regulations and orders to recover just and reasonable costs for administering telecommunications providers' access to the public rights-of-way within City's jurisdictional boundaries and requires an agreement between Verizon Wireless of East LP, and the City; and

WHEREAS, this Council has reviewed a Small Wireless Communications Facilities Master License Agreement with Verizon Wireless of East LP and finds that entering into such Agreement is in the best interests of the City of Newburgh;

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Newburgh that this action constitutes a "Type II", as the quoted term is defined in the State Environmental Quality Review Act Regulations and that no further review for SEQRA purposes is required; and

BE IT FURTHER RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he hereby is authorized to execute the attached Small Wireless Communications Facilities Master License Agreement, in substantially the same form as attached hereto and made part hereof with other provisions as Corporation Counsel may require, with Verizon Wireless of East LP for the installation of small cell infrastructure on utility poles and light poles located within the jurisdictional boundaries of the City of Newburgh.

RESOLUTION NO.: 305 - 2020

OF

DECEMBER 14, 2020

A RESOLUTION AUTHORIZING APPROVAL OF VARIOUS INSURANCE
POLICIES FOR THE PERIOD OF
JANUARY 1, 2021 TO DECEMBER 31, 2021

WHEREAS, the City of Newburgh has solicited proposals for insurance coverage for the fiscal year 2021; and

WHEREAS, Arthur J. Gallagher of New York, Inc. and Gallagher Bassett Services, Inc. have recommended a package of insurance coverage for property and liability insurance coverage for Fiscal Year 2021;

NOW, THEREFORE, BE IT RESOLVED, that the Council of the City of Newburgh, New York hereby approves the insurance coverage for the term beginning January 1, 2021 through December 31, 2021 with the self-insured retention amounts and premium rates as set forth in the attached Insurance Proposal; and

BE IT FURTHER RESOLVED, by the Council of the City of Newburgh, New York, that the City Manager be and he is hereby authorized and directed to execute agreements with Arthur J. Gallagher of New York, Inc. and Gallagher Bassett Services, Inc. to provide for insurance coverage, including cyber insurance, and third-party claims administration services, respectively, for the period of January 1, 2021 to December 31, 2021.

RESOLUTION NO.: 306 - 2020

OF

DECEMBER 14, 2020

**A RESOLUTION AUTHORIZING THE CONSERVATION ADVISORY COUNCIL AND
THE CITY MANAGER TO APPLY FOR AND ACCEPT IF AWARDED AN
ARBOR DAY FOUNDATION TD GREEN SPACE PROGRAM GRANT IN THE
AMOUNT OF \$20,000.00 TO SUPPORT NEW TREE PLANTING
IN THE CITY OF NEWBURGH**

WHEREAS, the City of Newburgh Conservation Advisory Council has requested that the City of Newburgh authorize its application to the Arbor Day Foundation TD Green Space Grant program to support planting 36 new trees throughout the City of Newburgh during 2021; and

WHEREAS, the Arbor Day Foundation TD Green Space Grant program 2021 theme will prioritize communities disproportionately impacted by COVID-19; and

WHEREAS, such grant funding shall be in an amount not to exceed \$20,000.00 and requiring no match from the City and will also provide education and training for youths, renters and property owners in the importance of having a tree canopy in the midst of an Urban Heat Island; how, when and where to plant trees; tree maintenance; the relationship of racial justice and adequate access to natural spaces; and the effect of trees on the health of people; and

WHEREAS, this Council has determined that making such application and accepting such grant funds if awarded 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 of Newburgh Conservation Advisory Council and the City Manager be and they are hereby authorized to apply for and accept if awarded an Arbor Day Foundation TD Green Space Program grant in the amount of \$20,000.00 to support the planting of 36 trees throughout the City of Newburgh during 2021; and

BE IT FURTHER RESOLVED, that the City Manager be and he is hereby further authorized to execute any documents in connection with such grant and to take all measures as may be appropriate and necessary to carry out such program.

RESOLUTION NO.: 307 - 2020

OF

DECEMBER 14, 2020

RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE
AN EXTENSION UNTIL JUNE 30, 2021 TO THE AGREEMENT OF LEASE WITH
RIVERSIDE NEWBURGH REALTY, LLC
FOR THE CONTINUED LEASE OF VACANT REAL PROPERTY KNOWN AS
SECTION 31, BLOCK 5, LOTS 13.2 AND 14 FOR THE PURPOSE OF PROVIDING
PARKING FOR THE NEWBURGH-BEACON FERRY COMMUTERS

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

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

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

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

WHEREAS, the New Lease was assigned to Riverside Newburgh Realty, LLC ("Riverside"), and by Resolution No. 372-2018 of December 10, 2018, the City council authorized and extension of the New Lease through June 30, 2019; and

WHEREAS, by Resolution No. 145-2019 of June 10, 2019, the City Council authorized a Second New Lease between the City and Riverside for the period July 1, 2019 through December 31, 2020; and

WHEREAS, the City and Riverside agree that due to the Coronavirus pandemic it is necessary to enter into a six (6) month extension of the Second New Lease for the period January 1, 2021 through June 30, 2021 to provide additional time to adequately evaluate renewal options; the same being in the best interests of the City of Newburgh;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager on behalf of the City of Newburgh, be and he is hereby authorized to execute an Addendum to the Second New Agreement of Lease providing for a six (6) month extension a term beginning on January 1, 2021 through June 30, 2021 with Riverside Newburgh Realty, LLC, in substantially the same form as annexed hereto with other provisions as Corporation Counsel may require, for the purpose of providing parking for users of the Newburgh-Beacon Ferry and uses associated therewith.

ADDENDUM TO AGREEMENT OF LEASE

THIS ADDENDUM TO AGREEMENT OF LEASE ("Addendum"), made as of this ____ day of December, 2020, by and between Riverside Newburgh Realty, LLC., a New York limited liability corporation, having an address of P.O. Box 8, Newburgh, New York 12551, ("Riverside"), and the City of Newburgh, a New York municipal corporation with principal offices at 83 Broadway, City Hall, Newburgh, New York 12550 ("City").

WITNESSETH:

WHEREAS, Riverside and the City executed an Agreement of Lease dated June 21, 2019 for a term commencing on July 1, 2019 and terminating on December 31, 2020 (the "Lease Agreement"), covering certain vacant real property situated along the west bank of the Hudson River and comprised of portions of two contiguous parcels of land (commonly known, respectively, Tax Map Nos.: Section 31, Block 5, Lot 13.2 and; Section 31, Block 5, Lot 14) with an aggregate of approximately 3.65 acres, in the City of Newburgh, in the County of Orange and State of New York (the "Property"); and

WHEREAS, the Lease Agreement will expire on December 31, 2020 and the City desires to continue to lease from Riverside the Property for use in connection with parking to be used for ferry service between the Cities of Newburgh and Beacon and uses associated therewith (the "Project") and Riverside desires to lease to City the Property therefor and the parties agree that it is necessary to extend the term of the Lease Agreement for the period January 1, 2021 through June 30, 2021:

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

1. The term set forth in Paragraph 1.3 of the Lease Agreement shall be extended for an additional term commencing on January 1, 2021 and terminating on June 30, 2021 ("Extension Term").
2. The Renewal Options set forth in Paragraphs 5.1 and 5.2 of the Lease Agreement are amended as follows:
 - a. No later than two (2) months prior to the expiration of the Extension Term, unless the Lease is sooner terminated, each party shall have the right to notify the other of its intention to terminate the Lease Agreement, or to seek a renewal thereof.
 - b. Upon the mutual agreement of the parties, the Lease may be renewed for two (2) additional terms: The first renewed term commencing on July 1, 2021 and expiring on December 31, 2022 and the second renewed term commencing on January 1, 2023 and expiring on December 31, 2024; provided, however, if the first renewal term is not agreed upon by the parties, there shall be no option to renew for the second renewal term.
3. For the balance of the Extension Term, rent shall be payable monthly in advance in equal monthly installments of Twenty-One Thousand Nine Hundred Sixteen (\$21,916) Dollars, provided however that City shall have the right to terminate this lease if the City has not received reimbursement from state sources, including but not limited to the Metropolitan Transportation Authority, Metro-North Railroad and/or The New York State Department

of Transportation, of the full amount of the rent under the Lease Agreement, and in no event shall City's obligation to pay rent to Riverside exceed City's reimbursement from other sources.

4. All other terms and conditions set forth in the Lease Agreement shall remain in full force and effect during the Renewal Term.

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

RIVERSIDE NEWBURGH REALTY, LLC Landlord

CITY OF NEWBURGH, Tenant

By: _____
William Kaplan, Manager

By: _____
Joseph P. Donat
City Manager
Per Res. No

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

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STATE OF NEW YORK)

) ss:

COUNTY OF ORANGE)

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

STATE OF NEW YORK)

) ss:

COUNTY OF ORANGE)

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

STATE OF NEW YORK)

) ss:

COUNTY OF ORANGE)

On the ____ day of _____ in the year 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 her capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted; executed the instrument.

RESOLUTION NO.: 308 - 2020

OF

DECEMBER 14, 2020

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

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

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

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

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

WHEREAS, the New Lease was assigned to Riverside Newburgh Realty, LLC ("Riverside"), and by Resolution No. 372-2018 of December 10, 2018, the City authorized an extension of the New Lease for the period January 1, 2019 through June 30, 2019; and

WHEREAS, by Resolution No. 145-2019 of June 10, 2019, the City Council authorized a Second New Lease between the City and Riverside for the period July 1, 2019 through December 31, 2020 (the "Second New Lease"); and

WHEREAS, by Resolution No. 111-2015 of May 11, 2015, Resolution No. 11-2017 of January 9, 2017, Resolution No. 373-2018 of December 10, 2018, and Resolution No. 146-2019 of June 10, 2019, the City Council authorized a Second, Third, Fourth, and Fifth Memorandum of Understanding with MNR to provide reimbursement to the City of Newburgh for payments

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

WHEREAS, due to the Coronavirus pandemic it is necessary to enter into a six (6) month extension of the Second New Lease for the period January 1, 2021 through June 30, 2021 (the "Second New Lease Extension") to provide additional time to adequately evaluate renewal options; and

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

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

12/4/20

SIXTH MEMORANDUM OF UNDERSTANDING

SIXTH MEMORANDUM OF UNDERSTANDING ("SIXTH MOU") dated _____, 2020, by and between Metro-North Commuter Railroad Company ("Metro-North"), a public benefit corporation of the State of New York and a subsidiary of the Metropolitan Transportation Authority ("MTA"), with its principal offices at 420 Lexington Avenue, 11th floor, New York, New York 10170 and the City of Newburgh ("City"), a municipal corporation with its principal offices located at City Hall, 83 Broadway, Newburgh, New York 12550 (collectively, the "Parties").

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

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

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

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

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

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

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

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

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

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

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

WHEREAS, the New Lease was extended for the period January 1, 2019 through June 30, 2019 (“New Lease Extension”) at the same rate of \$21,278 per month (“January 1, 2019 – June 30, 2019 Period”) and the City requested that Metro-North reimburse the City for the rent payments under the New Lease Extension for the January 1, 2019 – June 30, 2019 Period; and

WHEREAS, the City and Metro-North entered into a Fourth Memorandum of Understanding dated February 14, 2019 (“Fourth MOU”) whereby Metro-North agreed to reimburse the City for the rent payments made by the City under the New Lease Extension for the January 1, 2019 – June 30, 2019 Period at the same rate of \$21,278 per month; and

WHEREAS, the City entered into a second new lease with a second new owner of the Premises to provide a docking facility and 250 space parking lot for the Ferry Service (“Second New Lease”) for a term beginning on July 1, 2019 and continuing until December 31, 2020 with rent payments of \$21,916 per month (“July 1, 2019 – December 31, 2020 Period”) and requested that Metro-North reimburse the City for the rent payments under the Second New Lease for the July 1, 2019 – December 31, 2020 Period; and

WHEREAS, the City and Metro-North entered into a Fifth Memorandum of Understanding dated July 30, 2019 (“Fifth MOU”) whereby Metro-North agreed to reimburse the City for the rent payments made by the City under the Second New Lease for the July 1, 2019 – December 31, 2020 Period at the same rate of \$21,916 per month; and

WHEREAS, the Second New Lease was extended for the period January 1, 2021 through June 30, 2021 ("Second New Lease Extension") at the same rate of \$21,916 per month ("January 1, 2021 – June 30, 2021 Period"); and

WHEREAS, the City continues to maintain that it lacks funds to make the rent payments under the Second New Lease Extension for the January 1, 2021 – June 30, 2021 Period; and

WHEREAS, unless the rent payments under the Second New Lease Extension are made to the landlord for the January 1, 2021 – June 30, 2021 Period, the Ferry Service is in danger of being discontinued; and

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

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

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

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

2. Lease Rent Payments: Metro-North agrees to reimburse the City for the rent payments made by the City under the Second New Lease Extension for the January 1, 2021 – June 30, 2021 Period only, at the rate of \$21,916 per month, which continues the one-time increase of 3% and the first rent increase since 2013. For the January 1, 2021 – June 30, 2021 Period, the City will make timely monthly rent payments to the lessor under the Second New Lease Extension. The City will submit proof of each timely monthly rent payment along with an invoice for that monthly rent payment to Metro-North within ten (10) days of making the rent payment. Metro-North agrees to pay the City within thirty (30) days of receipt of the City's invoice for the monthly rent payment and proof of timely payment of the monthly rent payment under the Second New Lease Extension.

3. During the January 1, 2021 – June 30, 2021 Period, the City agrees to comply with all terms under the Second New Lease Extension, not to terminate the Second New Lease Extension and not cause the landlord to terminate the Second New Lease Extension. If the City or the landlord terminates or cancels the Second New Lease Extension, then this Sixth MOU shall automatically terminate at the same time as the termination or cancellation of the Second New Lease Extension. Upon termination or cancellation of the Second New Lease Extension, Metro-North shall have no further obligations under this Sixth MOU and Metro-North shall have the right to discontinue the Ferry Service.

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

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

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

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

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

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

If to Metro-North:

Metro-North Commuter Railroad Company
420 Lexington Avenue, 11th floor
New York, New York 10170
Attention: General Counsel
Email: _____

If to the City:

City of Newburgh
City Hall
83 Broadway
Newburgh, New York 12550
Attn: City Manager
Email: jdonat@cityofnewburgh-ny.gov

With a copy to:

City of Newburgh
City Hall
83 Broadway
Newburgh, New York 12550

Attn: Corporation Counsel
Email: mkelson@cityofnewburgh-ny.gov

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

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

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

12. Miscellaneous:

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

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

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

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

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

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

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

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

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

METRO-NORTH COMMUTER RAILROAD COMPANY

BY:

CITY OF NEWBURGH

BY: Joseph P. Donat, City Manager
Per Resolution No.

RESOLUTION NO.: 309 - 2020

OF

DECEMBER 14, 2020

**A RESOLUTION AUTHORIZING THE CITY MANAGER
TO ENTER INTO AN AGREEMENT WITH MESH REALTY GROUP, INC.
FOR RESIDENTIAL PROPERTY MANAGEMENT SERVICES**

WHEREAS, on October 21, 2020 the City of Newburgh issued a Request for Qualifications for Property Management Services; and

WHEREAS, a total of one (1) proposal was duly received and opened on November 20, 2020; and

WHEREAS, the proposal was been reviewed by the necessary and appropriate staff; and

WHEREAS, upon such review of the submitted proposal, staff determined that Mesh Realty Group, Inc. provided a proposal that was consistent with the needs of the City, has a firm understanding of the local rental market, met minimum property management qualifications, and proposed a reasonable fee structure for its services; and

WHEREAS, this Council has reviewed the attached proposal and has determined that entering into a contract for property management services with Mesh Realty Group, Inc. 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 an agreement with Mesh Realty Group, Inc., upon terms and conditions to be approved by the Corporation Counsel, for property management services.



REQUEST FOR QUALIFICATIONS (RFQ 14.20) FOR PROPERTY MANAGEMENT SERVICES FOR THE CITY OF NEWBURGH, NY

Released: Wednesday, October 21, 2020

Due: Friday, November 13, 2020

Purpose

The City of Newburgh has a portfolio of properties acquired under the provisions of the New York State Real Property Tax Law (RPTL). The City of Newburgh seeks a Property Manager to provide professional property management services for select, occupied City-owned properties.

Qualifications

The Property Manager should have a minimum five years' experience in all aspects of property management, with an emphasis in managing properties in the City of Newburgh.

Scope of Work

The scope of work to be undertaken by the Property Manager, under the direction of the City of Newburgh's Department of Planning and Development, includes but is not limited to the following services:

- Act as a liaison between the City of Newburgh and occupants of the properties.
- Establish market-justified dollar amounts for monthly rents for each property, in consultation with the City's Department of Planning and Development.
- Prepare and complete leases and other required documents as directed by the City's Department of Planning and Development.

- Make arrangements for monthly collection and submission of rents to the City of Newburgh.
- Maintain a current tenant list containing - at a minimum - names of occupants, contact telephone numbers and email address.
- Obtain copies of keys for each property.
- Arrange access to each property for inspections by City of Newburgh staff as soon as possible after the City acquires ownership.
- Manage vendors, such as for lawn and landscaping maintenance, snow and ice removal, and other general maintenance items, or self-perform.
- Pay vendors, utility bills and any other obligations.
- Make regular visits to the site. Perform exterior inspections at least on a monthly basis.
- Provide the City's Department of Planning and Development with monthly operating reports (income and expense statements).
- Perform necessary repairs and maintenance if building has deficiencies, requesting approval if repairs exceed an agreed-upon threshold amount (an amount to be determined or proposed).
- Perform emergency repairs to up an agreed-upon amount (an amount to be determined or proposed).
- Get proposals/quotes from professional/licensed subcontractors (if necessary).
- Obtain building permits for repairs (if required).
- Provide construction management and inspection services (if requested).
- Post notices at the building notifying tenants of planned events such as maintenance or construction projects.
- Provide a 24-hour phone service for emergency issues, and notify the City of Newburgh of any emergencies within one (1) business day
- Contact tenants when entry into the building is requested by the City of Newburgh or if walk-through tours are requested by the City of Newburgh.
- Manage any Release of Liability ("hold harmless") forms for anyone entering the building.
- Respond to tenant requests.
- Maintain general liability insurance that lists the "City of Newburgh" as the insured party.
- Other duties as assigned.

Submission Material

All applicants should submit one original and four copies of the following:

- Resume of the Property Manager (the principal(s) of the firm), along with a listing of all key personnel involved with property management, including relevant experience, qualifications, roles and responsibilities.
- Provide an overview of the experience and qualifications of the Property Management Firm, and describe its property management services.
- List of all properties currently managed in the City of Newburgh. Managed properties should not have any outstanding building code violations or have a significant history of building code violations. Managed properties should have rental licenses issued by the City of Newburgh Code Compliance Department.
- List of all properties in the City of Newburgh owned by the Property Manager – as an individual, partner or as a principal/officer in a corporate entity. Any properties owned by the property manager should be current on all municipal obligations (taxes, water and sanitation), should not have an Installment Payment Agreement (IPA) in place, and should not have any outstanding building code violations or have a significant history of building code violations. Any vacant properties owned by the Property Manager should be registered on the Vacant Building Registry (VBR) maintained by the City of Newburgh Code Compliance Department. Any rental properties owned by the Property Manager should have a current rental license issued by the City of Newburgh Code Compliance Department.
- Proposed fee and cost structure for the management of the select City-owned properties based on the Scope of Work.
- Three (3) client references (name, telephone number, email address).
- Disclose any potential conflicts of interest with any City of Newburgh elected official(s) or staff.

Evaluation Criteria

- Experience - Demonstrated experience of the Property Manager and key personnel in all aspects of property management, most particularly in property management experience in the City of Newburgh. (70%)
- Fee/Cost Structure: Competitiveness of fee/cost proposal. (20%)
- Office Location: Preference given to property manager who has a physical office within a 10-mile radius of the City of Newburgh. (10%)

Other Criteria

The relationship to the City of the successful respondent will be that of an independent contractor. As an independent contractor, the property manager or the property manager's employees will not claim to be an officer or employee of the City of Newburgh.

The Process

Responses to this RFQ will be evaluated by a selection committee comprised of City of Newburgh staff. The City of Newburgh reserves the right to verify the accuracy of all information submitted.

One or more applicants may be asked to meet with the selection committee in a formal interview process. However, selection may take place without such interviews. Therefore, applicants are urged to submit proposals as complete as possible on their initial submission. Applicants may be asked to submit additional information, if deemed warranted.

When the selection committee reaches a consensus, their recommendation – along with the terms and conditions of the arrangement - will be submitted to the City Council for approval. Once the Council approves the selected Property Manager, a written agreement must be signed by both the designated Property Manager and the City Manager. The Property Manager is expected to commence work as soon as the agreement is fully executed.

Submission of Proposals

An evaluation of the responses contained in the previous section will serve as a basis of selection of a Property Manager best suited to meet the City's needs. This may or may not be the Property Manager who offers the lowest fee or costs. The City of Newburgh reserves the right to amend its evaluation criteria, at its sole discretion.

The City of Newburgh may terminate the RFQ process at any time for any reason. The City of Newburgh also reserves the right to reject any and/or all proposals received, to waive any submission requirements contained within this RFQ, and to waive any irregularities in any submitted response.

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

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

The City may issue addendums or answers to questions for this RFQ through the City of Newburgh's website (www.cityofnewburgh-ny.gov). It is the responsibility of the applicant to monitor and respond as requested.

All responses must be received by Friday, November 13, 2020 by the close of business (4:00 pm). Responses which do not meet this deadline will not be considered. **Faxed or electronic submissions will not be considered.** All responses – again, one original and four copies - must be submitted either by mail or in person to:

City of Newburgh,
Office of the Comptroller
City Hall
83 Broadway, 4th Floor
Newburgh, NY 12550

Please direct all questions regarding this RFQ in writing to the City of Newburgh's Department of Planning and Development Department at:
planning@cityofnewburgh-ny.gov

RESOLUTION NO.: 310 - 2020

OF

DECEMBER 14, 2020

**A RESOLUTION APPROVING A SALES TAX AGREEMENT EXTENSION
BETWEEN THE COUNTY OF ORANGE AND THE CITIES OF NEWBURGH,
MIDDLETOWN AND PORT JERVIS FOR 2021 THROUGH 2023**

WHEREAS, the County of Orange has imposed a Sales and Compensating Use Tax pursuant to the authority granted to the County by the State of New York; and

WHEREAS, Article 28 and 29 of the Tax Law of the State of New York authorize cities to impose their own Sales and Compensating Use Taxes, subject to certain priorities and preemptive rights set forth in the Tax Law of the State of New York; and

WHEREAS, the County of Orange and the Cities of Newburgh, Middletown and Port Jervis have previously agreed upon a plan of distribution for the Orange County Sales and Compensating Use Tax for the period of March 1, 2011 to February 29, 2016; and

WHEREAS, the County of Orange and the Cities of Newburgh, Middletown and Port Jervis have previously agreed upon a plan of distribution for the Orange County Sales and Compensating Use Tax for the period of March 1, 2016 to February 28, 2021;

WHEREAS, the County of Orange and the Cities of Newburgh, Middletown and Port Jervis have now agreed upon a plan of distribution for the Orange County Sales and Compensating Use Tax for the period of March 1, 2021 to February 28, 2023;

NOW, THEREFORE, BE IT RESOLVED, that the City Manager of the City of Newburgh is hereby authorized and directed to enter into and sign on behalf of the City of Newburgh the attached agreement for the distribution of the Orange County Sales and Compensating Use Tax for the period of March 1, 2021 to February 28, 2023 in the form agreed to by all the parties; and

BE IT FURTHER RESOLVED, that the City of Newburgh agrees not to preempt the County Sales and Compensating Use Tax during the term of the agreement.



Steven M. Neuhaus
County Executive

DEPARTMENT OF FINANCE
KARIN E. HABLOW, COMMISSIONER

255 Main St
Goshen, NY 10924

Phone: 845-291-2485
Fax: 845-378-2372

December 2, 2020

Mr. Joseph Donat
City Manager, City of Newburgh
83 Broadway
Newburgh, NY 12550
JDonat@cityofnewburgh-ny.gov

Hon. Joseph DeStefano
Mayor, City of Middletown
16 James Street
Middletown, NY 10940
jdestefano@middletown-ny.com

Hon. Kelly Decker
Mayor, City of Port Jervis
20 Hammond Street
Port Jervis, NY 12771
portjervis mayor@gmail.com

Dear Mayors and City Manager Donat:

The current sales tax agreement between the Cities and County expires at the end of February, 2021. Attached please find a copy of the sales tax extension agreement between the Cities extending the same for two years. 2020 census data is not yet finalized. Accordingly, the numbers herein continue to reflect 2010 census data.

The agreement continues the present sharing arrangement and reflects that if sales tax levels increase or decrease, local governments will share accordingly. I enclose a copy of the existing (signed) agreement as well. Should your finance personnel have any questions on this, please feel free to have them contact me. Likewise, should your Corporation Counsel have any questions they may contact the County Attorney at 845 291 3150.

Please take any necessary steps to authorize you or an appropriate signatory to sign this on behalf of your respective municipality and send two originals of the same to me. I will forward the fully executed agreement to the State Comptroller and County Department of Taxation and Finance.

Thank you.

Sincerely,

KARIN HABLOW
Commissioner of Finance

cc: Hon. Leigh J. Benton, Chairman Ways and Means
Committee, Orange County Legislature
Enc.: 2021-2023 agreement
Signed existing agreement

AGREEMENT

THIS AGREEMENT made this day of _____, 2021 BETWEEN

COUNTY OF ORANGE

AND

THE CITY OF NEWBURGH

AND

CITY OF MIDDLETOWN

AND

CITY OF PORT JERVIS

All being municipal corporations of the State of New York;

WITNESSETH:

WHEREAS, the COUNTY OF ORANGE has imposed a Sales and Compensating Use Tax, pursuant to the laws of the State of New York, and

WHEREAS, Article 29, of the Tax Law of the State of New York authorizes municipalities to impose certain taxes on retail sales and other similar transactions and compensating use taxes as therein specified, to be administered by the New York State Tax Commissioner, and further provides certain priorities and preemptive rights for each of the parties, and

WHEREAS, there was in existence an Agreement dated January 10, 2008, by and between the County of Orange, hereinafter referred to as the COUNTY, and the CITY OF NEWBURGH, and the CITY OF MIDDLETOWN, and the CITY OF PORT JERVIS, hereinafter referred to as the CITIES; said Agreement by its terms expired February 28, 2011, and

WHEREAS, the COUNTY and CITIES subsequently reached and extended various agreements relating to the extension and/or modification of the Agreement; and

WHEREAS, the latest version of such Agreement is slated to expire February 28, 2021; and

WHEREAS, the parties hereto acknowledge, that for due and sufficient consideration acknowledged by them, they wish to enter into and execute this Agreement and be bound by the terms hereof; and

WHEREAS, by resolutions duly adopted by the governing bodies of the COUNTY and each of the three CITIES these municipalities have agreed upon a plan for the COUNTY to distribute a portion of the COUNTY's revenues from its Sales and Compensating Use Taxes to the CITIES and to the Towns and to the Villages in Orange County for the period March 1, 2021 to February 28, 2023, and

WHEREAS, the Charters, laws and resolutions adopted by the governing bodies of each of the three CITIES and by the Orange County Legislature authorizes the Chief Elected Official or the City Manager of each of the party-municipalities hereto to execute this Agreement on behalf of each of them;

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

1. The County shall continue to impose the taxes described in **Section 1210(a)** of the

tax law of the State of New York at a rate of three percent (3%) or, at its option, at a greater rate (3 ³/₄%) as may be authorized by the State Legislature and County subject to the terms herein below during the terms of this Agreement.

2. The term of this Agreement shall be from March 1, 2021 until February 28, 2023.

3. The implementation of the distribution formula contained herein and the distributions of the respective portions of the County Sales and Compensating Use Taxes to all the local municipalities by the COUNTY are contingent upon the CITY OF NEWBURGH, the CITY OF MIDDLETOWN, and the CITY OF PORT JERVIS, all hereby agreeing to and actually forbearing from preempting the County Sales and Compensating Use Taxes during the period of this Agreement. By entering into this Agreement each of the CITIES agrees to refrain from imposing any Sales and Compensating Use Taxes authorized by Section 1210 of the New York State Tax Law, or elsewhere except that the CITIES can impose Sales Taxes described in Section 1105 (b) and related compensating use taxes in Section 1110 of the Tax Law, as authorized by Section 1210 (b) of such law, which a city has a prior right to impose pursuant to Section 1224 (b)(1) of such law.

4. The CITY OF NEWBURGH has, by Charter, law and/or by resolution duly adopted by the Common Council of the City of Newburgh, authorized its City Manager to, execute this Agreement and has also agreed not to preempt the County Sales and Compensating Use Tax during the period of this Agreement. The CITY OF MIDDLETOWN has, by Charter, law and/or by resolution, duly adopted by the Common Council of the City of Middletown, authorized its Mayor to execute this Agreement and has also agreed not to preempt the County Sales and Compensating Use Tax during the period of this Agreement. The CITY OF PORT JERVIS has,

by Charter, law and/or by resolution, duly adopted by the Common Council of the City of Port Jervis, authorized its Mayor to execute this Agreement and has also agreed not to preempt the County Sales and Compensating Use Tax during the period of this Agreement. Provided that each CITY can preempt the COUNTY's Sales and Compensating Use Tax by imposing the sales taxes described in Section 1105(b) and related compensating use taxes in Section 1110 as authorized by Section 1210(b) of the Tax Law.

5. The distributions made by the COUNTY hereunder are to be based upon the monies generated by the present 3 $\frac{3}{4}$ % (three and three quarters percent) Orange County Sales and Compensating Use Taxes less the expenses of the Commissioner of Taxation and Finance for administration and collection and amounts withheld for refunds. The expenses of the Commissioner of Taxation and Finance and amounts withheld for refunds shall be deduced from the gross receipts prior to the payment to the County by the State Comptroller pursuant to Tax Law Section 1261 or other applicable law, and the remainder shall be the COUNTY's "net collections," as such term is defined in Tax Law Section 1262(f).

6. For the term of this contract, the COUNTY's net collections shall be retained by the COUNTY or allocated and disposed of as follows:

- A. The COUNTY shall retain seventy-three and six hundred sixteen thousandths percent (73.616%) of the COUNTY's net collections for COUNTY purposes.
- B. The COUNTY shall allocate and distribute twenty-six and three hundred eighty-four thousandths percent (26.384%) of net collections from the three and three quarters percent (3 $\frac{3}{4}$ %) tax shall be distributed to the CITIES, Towns and Villages as follows:

1. Thirty-two and five hundred twenty-five thousandths percent (32.525%) thereof to the CITIES.
2. Sixty-seven and four hundred seventy-five thousandths percent (67.475%) thereof to the Towns.

C. For the term of this agreement, the amount to be distributed to the three CITIES (32.525% of 26.384% of the sales tax revenues as generated by the three and three quarters percent (3 $\frac{3}{4}$ %) tax described herein) shall be divided among them according to the following percentages:

NEWBURGH	43.883
MIDDLETOWN	42.696
PORT JERVIS	13.421

D. The monies allocated to the Towns located within the County of Orange shall be divided among them based upon their respective populations, determined in accordance with the latest decennial federal census or special population census taken pursuant to Section Twenty of the General Municipal Law completed and published prior to the end of the quarter for which the allocation is made, which special census must include the entire area of the County. Provided where a Village elects a direct cash payment provided in Section 1262(c) of the Tax Law, the amount to be paid to such village shall be determined by the ratio that the population of such village or portion thereof within the town in which such village is located bears to the total population of the entire town, determined in accordance with the latest decennial federal census or special population census taken pursuant to Section Twenty of the General Municipal Law completed and published prior to the end quarter for which the allocation is made, which special census must include the entire area of the County, except that, if the Village of Highland Falls elects a direct cash payment as provided in the second to last unnumbered paragraph of Section 1262 (c), the amount to be paid it shall be determined by the

ration that the full valuation of real property in the Village bears to the full valuation of the entire Town of Highlands.

7. The amounts to be allocated to the CITIES, Towns and Villages shall be calculated quarterly during the term of the Agreement based upon the amount of sales tax revenue generated by the three and three quarters percent ($3\frac{3}{4}\%$) tax as described herein during the previous quarter.

8. The distribution to the municipalities will be made on or about the 30th day of January, April, July and October of each year covered by this Agreement. The first such payment shall be made on or about April 30, 2021.

9. It is the present intention of the parties hereto that they renegotiate a continuation of this Agreement in the future. The parties therefor agree to commence negotiations for a new Agreement on or about November 1, 2021. In the event a renegotiated Agreement or such other agreement is not reached on or before June 1, 2022, then any of the CITIES that are parties to this Agreement shall notify the COUNTY pursuant to Section 1223 of the Tax Law of the State of its intention to adopt legislation imposing a City Sales Tax as permitted by law, such tax to become effective as of March 1, 2023. The purpose of this clause is to enable the CITIES to collect a continuous stream of revenue from the Sales Tax at the end of the term of this Agreement with minimal interruption.

10. The parties recognize that the New York State Legislature has enacted legislation which currently authorizes the COUNTY an additional $\frac{3}{4}\%$ rate Sales Tax rate above the COUNTY's three (3%) percent and the COUNTY imposes such "Additional Tax" for a current total COUNTY rate of $3\frac{3}{4}\%$. Notwithstanding anything to the contrary provided elsewhere in

this AGREEMENT, if the current 3 ¾% sales and compensating use tax (the “rate”) is ever changed, then the reduced or increased rate shall be immediately substituted for the 3 ¾% rate presently in effect (or any rate then presently in effect) and the sharing formula set forth in Paragraph 6 of this AGREEMENT shall be adjusted to reflect the new rate. For example, if the County Sales and Compensating Use Tax were reduced from the present 3 ¾% to 3% then the CITIES, and Towns, would receive 26.384% of net collections from the 3% rate and if the County Sales and Compensating Use Tax were increased from the present 3 ¾% to 4%, then the CITIES and Towns would receive 26.384% of net collections from the 4% rate minus any administrative or other costs as described herein instead of receiving 26.384% of the 3 ¾% as is presently the case. Villages may receive their shares as otherwise provided for herein and in applicable State Law. Net collection from such additional tax that are not required to be paid to the CITIES, and Towns and Villages as described herein shall be retained by the COUNTY for County purposes.

11. PARAGRAPH 11 LEFT INTENTIONALLY BLANK.

12. In the event New York State assumes responsibility for funding or paying out of State funds the COUNTY’s Medicaid expenses, or in the event there is any other action taken by the State of New York whereby the State assumes a responsibility and an expense of the COUNTY and in exchange therefore the State retains a portion of the COUNTY’s net collections that are the subject of this Agreement, the rights of the parties will be affected pursuant to the terms of this paragraph. If the COUNTY’s expense for the program taken over by the State equals or exceeds the amount of COUNTY’s net collections retained by the State, then the COUNTY shall continue to distribute to the other municipalities twenty-six and three hundred eighty four thousandths percent (26.384%) of the sales tax revenue generated by the three percent (3%) tax

even though the COUNTY may no longer be receiving seventy-three and six hundred sixteen thousandths percent (73.616%) of the original amount of such revenues. If the COUNTY's expense for the program taken over by the State is less than the amount of COUNTY's net collections retained by the State, then the net loss suffered by the COUNTY shall be shared by the COUNTY, the CITIES, the Towns and the Villages in the same proportion as that by which the revenues are retained and distributed.

13. In the event, that a City, Town, or Village incurs a monetary debt or obligation to the County, and said debt or obligation remains outstanding for one year after it has become due and owing to the County, following good faith discussions with the County to satisfy the debt or obligation, then the County is authorized to deduct an amount equal to the outstanding amount of such debt or obligation, including statutory interest and penalties, if applicable, from that municipality's share of COUNTY net collections due that municipality as provided in this Agreement. Such deductions shall be from the payment scheduled to be made next following the one year anniversary of the date the debt or obligation accrued, and from each successive share otherwise due to the municipality until the debt or obligation has been paid in full. A municipality may request of the County that the payments be paid in installments for a period not to exceed three years, which request shall not be unreasonably denied.

14. The parties wish to express their intent to continue the terms of the prior AGREEMENT (the one in existence at the time this AGREEMENT is entered into) and in the event interpretation of this AGREEMENT is necessary, the prior agreement referenced in the fourth "WHEREAS" clause above shall be used to interpret the intentions of the Parties to the extent necessary. The changes to this AGREEMENT in comparison to the prior agreement are intended to recognize the COUNTY's current Sales and Compensating Use tax rate (County rate,

not including the State rate or the rate imposed as a result of being in the Metropolitan Commuter Transportation District) as currently being 3 ¾%, not the referenced 3% in some prior agreement and are also intended to develop a contingency in the event the County sales tax rate ever changes (either by increase or decrease) from the present rate of 3 ¾% to ensure that the parties respective percentage shares of the Rate, whatever they may be, and whatever such rate actually is, are continued as the same percentages of the new rate, except as otherwise provided in this Agreement.

15. The PARTIES further agree to submit this Agreement for any necessary approvals of the State or any officer, agency, or department thereof and if it is not approved the PARTIES shall expeditiously renegotiate this AGREEMENT and leave any present AGREEMENT which is valid in force and effect for a period of one year pending such renegotiation.

This agreement may be signed in counterparts.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals on the day and year first above written.

COUNTY OF ORANGE

BY: _____

STEFAN "Steve" NEUHAUS, COUNTY EXECUTIVE

CITY OF MIDDLETOWN

BY: _____

JOSEPH M. DeSTEFANO, MAYOR

CITY OF NEWBURGH

BY: _____

JOSEPH DONAT, CITY MANAGER

CITY OF PORT JERVIS

BY: _____

KELLY DECKER, MAYOR

RESOLUTION NO.: 311-2020

OF

DECEMBER 14, 2020

A RESOLUTION AMENDING THE 2020 PERSONNEL ANALYSIS BOOK
TO ADD ONE (1) DETECTIVE POSITION ON A TEMPORARY BASIS
IN THE CITY OF NEWBURGH POLICE DEPARTMENT

WHEREAS, the Police Department has advised the City Manager that due to an expected retirement, the department is in need of an additional individual to perform the duties of "Detective" in the Crime Scene Unit; and

WHEREAS, the creation of the additional Police Department Detective position will be on a temporary basis; and

WHEREAS, the City Council has determined that adding one Detective position in the Police Department will promote economy and efficiency within the Department; the same being in the best interests of the City of Newburgh;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the Personnel Analysis Book for the fiscal year 2020 be amended, and that there be and hereby is created one (1) additional position on a temporary basis in the position of "Detective" in the Police Department.

RESOLUTION NO.: 312-2020

OF

DECEMBER 14, 2020

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO
AN AMENDMENT TO THE 207 RESOLUTIONS LLC
PROFESSIONAL CONSULTING SERVICES AGREEMENT
RELATING TO THE MANAGEMENT OF INJURED EMPLOYEES COVERED BY
GENERAL MUNICIPAL LAW 207-c AT A NEW RATE OF \$90.00 PER HOUR

WHEREAS, after a competitive Request for Proposal process, by Resolution No. 51-2008 of April 14, 2008, the City Council approved agreement with 207 Resolutions LLC to provide professional consulting services related to the resolution of open cases under GML 207-c for a flat fee of \$10,000.00 and continuing services on an as-needed basis at the rate of \$85.00 per hour as described in the scope of services sought by the City and the proposal received from said firm; and

WHEREAS, 207 Resolutions LLC has notified the City of a rate increase to \$90.00 per hour beginning on January 1, 2021, which is the first rate increase since 2008; and

WHEREAS, an amendment to the professional consulting services agreement to reflect the rate increase is required; and

WHEREAS, the City Council has reviewed the amendment to the professional consulting services agreement and determined that approving such amendment 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 an amendment to the professional consulting services agreement with 207 Resolutions LLC related to the resolution of open cases under GML 207-c on an as-needed basis at the rate of \$90.00 per hour.

RESOLUTION NO.: 313-2020

OF

DECEMBER 14, 2020

A RESOLUTION RE-APPOINTING GAIL FULTON, ALISON FILOSA
AND GENIE ABRAMS
FOR TWO YEAR TERMS TO THE CONSERVATION ADVISORY COUNCIL

WHEREAS, the City Council of the City of Newburgh adopted Local Law No. 1-2013 of August 19, 2013 which added new Chapter 159 of the City Code of Ordinances entitled "Conservation Advisory Council"; and

WHEREAS, Chapter 159 provides for a seven-member Conservation Advisory Council, the members of which are appointed for terms of two years; and

WHEREAS, the terms of Gail Fulton, Alison Filosa and Genie Abrams expired on November 30, 2020 and Ms. Fulton, Ms. Filosa and Ms. Abrams wish to continue to serve new two-year terms; the same being in the best interests of the City of Newburgh;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that Gail Fulton, Alison Filosa and Genie Abrams are hereby re-appointed to the Conservation Advisory Council each for a two (2) year term commencing December 1, 2020 and ending on November 30, 2022.

RESOLUTION NO.: 314 -2020

OF

DECEMBER 14, 2020

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEWBURGH
CANCELLING THE SECOND WORK SESSION AND
REGULAR MEETING OF DECEMBER 2020

BE IT RESOLVED, by the Council of the City of Newburgh, New York that a
pursuant to City Charter Section C4.01(E) that the second work session of December 24,
2020 and the second regular meeting of December 28, 2020 be and hereby are cancelled.

RESOLUTION NO.: 315 - 2020

OF

DECEMBER 14, 2020

A RESOLUTION AUTHORIZING THE CITY MANAGER
TO EXECUTE A PAYMENT OF CLAIM WITH ENTERPRISE RENT-A-CAR
IN THE AMOUNT OF \$7,469.63

WHEREAS, Enterprise Rent-A-Car brought a claim against the City of Newburgh; and

WHEREAS, the parties have reached an agreement for the payment of the claim in the amount of Seven Thousand Four Hundred Sixty-Nine and 63/100 Dollars (\$7,469.63) in exchange for a release to resolve all claims among them; and

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

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the City Manager is hereby authorized to settle the claim of Enterprise Rent-A-Car in the total amount of Seven Thousand Four Hundred Sixty-Nine and 63/100 Dollars (\$7,469.63) 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.: 316 - 2020

OF

DECEMBER 14, 2020

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ACCEPT A DONATION
FROM NEWBRIDGE MARKETING GROUP AND
ITS BRAND PARTNER L.L. BEAN, INC. IN THE AMOUNT OF \$2,500.00

WHEREAS, the Newbridge Marketing Group and its brand partner L.L. Bean, Inc. organized a pop-up retail event in the City of Newburgh on October 23, 2020 and October 24, 2020; and

WHEREAS, the Newbridge Marketing Group and its brand partner L.L. Bean, Inc. wish to make a donation in the amount of \$2,500.00 to the City of Newburgh; and

WHEREAS, this Council has determined that accepting such donation 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 accept a donation from the Newbridge Marketing Group and its brand partner L.L. Bean, Inc. in the amount of \$2,500.00 with the thanks of this Council on behalf of the City of Newburgh.

RESOLUTION NO.: 317 - 2020

OF

DECEMBER 14, 2020

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ACCEPT A PROPOSAL
AND ENTER INTO AN AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES
WITH ARCADIS OF NEW YORK INC. FOR PHASE II OF
THE COMBINED SEWER OVERFLOW LONG TERM CONTROL PLAN FOR THE
RECONSTRUCTION OF BROADWAY BETWEEN GRAND AND DUBOIS STREETS
AND SEPARATION OF SEWERS ON WATER STREET FROM
CARPENTER AVENUE TO MONTGOMERY STREET
IN AN AMOUNT NOT TO EXCEED \$295,000.00

WHEREAS, by Resolution No. 219-2011 of October 24, 2011, the City Council of the City of Newburgh, New York authorized the City Manager to execute a Consent Order with the New York State Department of Environmental Conservation to resolve violations at the Wastewater Treatment Plant and for the development of the Long Term Control Plan ("LTCP"); and

WHEREAS, the City submitted its Phase I LTCP and by Resolution No. 303-2015 of November 23, 2015, the City Council authorized the City Manager to execute a Modification Order on Consent approving a Compliance Schedule for Phase I through V of the LTCP; and

WHEREAS, by Resolution No. 189-2019 of August 12, 2019, the City Council authorized the City Manager to accept a letter proposal and execute a professional engineering services agreement with Arcadis of New York, Inc. to complete the planning and preliminary engineering for projects included as part of Phase II, III, and IV of the LTCP in an amount not to exceed \$880,000.00; and

WHEREAS, Arcadis of New York, Inc. has submitted a letter proposal for additional professional engineering services to complete the designs and bid documents for the Reconstruction of Broadway between Grand and Dubois Streets and Separation of Combined Sewers on Water Street from Carpenter Avenue to Montgomery Street Projects included as part of Phase II of the CSO LTCP; and

WHEREAS, funding for the cost of the services an amount not to exceed \$295,000.00 shall be derived from an existing grant and loan from the New York State Environmental Facilities Corporation under project CWSRF#C3-7332-11-00; and

WHEREAS, this Council determines that accepting the proposal and executing a contract with Arcadis of New York, Inc. 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 the letter proposal and execute a professional engineering services agreement with Arcadis of New York, Inc. to complete the designs and bid documents for the Reconstruction of Broadway between Grand and Dubois Streets and Separation of Combined Sewers on Water Street from Carpenter Avenue to Montgomery Street Projects included as part of Phase II of the Long Term Control Plan for the City's Combined Sewer Collection System, with other provisions as Corporation Counsel may require, in an amount not to exceed \$295,000.00.