

A regular meeting of the City Council of the City of Newburgh was held Monday, November 9, 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 (entered meeting after Roll Call), Councilman Shakur, Councilman Sklarz, Councilwoman Sofokles - 7

COMMUNICATIONS

Approval of the Minutes of the City Council Meeting on October 26, 2020

Councilman Grice moved and Councilman Sklarz seconded.

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

Carried

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



City Manager's Update

Newburgh City Council Meeting

Monday, November 9, 2020

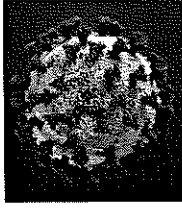


Novel Coronavirus (COVID-19)

For more information

Hotline: 1-888-364-3065

www.health.ny.gov/diseases/communicable/coronavirus



Testing data as of: 11/3/2020 Midnight
Testing data last updated on: 11/4/2020
(Updated daily before 2 PM)



New York State Department of Health COVID-19 Tracker

Statewide

Total Persons Tested
15,034,157

Total Tested 11/03
133,534

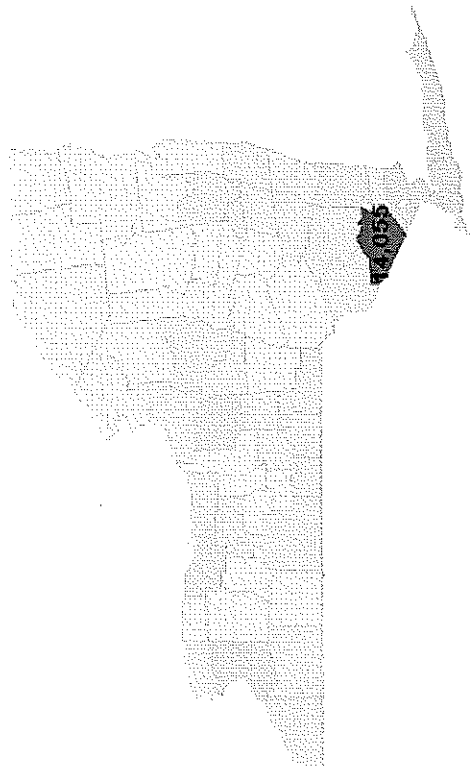
Total Tested Positive
515,815

Sex Distribution of Positive Cases
Female 49.1% Male 50.0% Unknown 0.9%

New Positives 11/03
2,126

Persons Tested Positive by County

- 01-99
- 100-499
- 500-999
- 1,000-4,999
- 5,000-9,999
- 10,000-14,999
- 15,000-19,999
- 20,000+



Click County to See Detail
Click Again for Statewide

Fulton	1,004
Genesee	429
Greene	523
Hamilton	16
Herkimer	418
Jefferson	241
Kings	73,938
Lewis	325
Livingston	383
Madison	609
Monroe	8,827
Montgomery	283
Nassau	50,792
New York	37,100
Niagara	2,381
Oneida	2,517
Onondaga	2,901
Ontario	745
Orange	14,055
Orleans	421

Click for Daily Trends

Click for Table View

Click for Fatality Data

FAQs & Helpful Links

County Stats

County Name	Number of Persons Tested	Tested Positive	% Positive Results	Persons Tested Today	New Positives Today
Orange	231,919	14,055	6.1%	1,764	57



3rd Quarter 2020 Sales Tax

2020 Orange County Sales Tax						
FISCAL YEAR	1ST QTR	2ND QTR	3RD QTR	4TH QTR	TOTAL	TOTAL
2020 Budget	\$2,151,620.00	\$2,151,620.00	\$2,151,620.00	\$2,151,620.00	\$8,606,480.00	\$8,606,480.00
2020 Actual	\$2,151,620.00	\$2,151,620.00	\$2,151,620.00	\$2,151,620.00	\$8,606,480.00	\$8,606,480.00
2020 Actual	\$2,151,620.00	\$2,151,620.00	\$2,151,620.00	\$2,151,620.00	\$8,606,480.00	\$8,606,480.00

ACCOUNTING TAXES TAXPAYER
STATE TAXES TAXPAYER
BENEFIT CAPITAL GAINS
EXPENSES REDUCTION
RETURNS
COST RECOVERY
GOVERNMENT ALLOWANCE
GOVERNMENT ALLOWANCE
SALES LUXURY
GROSS INCOME
LOCAL INCOME
FISCAL POLICY REFORM
CALCULATIONS
INVESTMENT
FEDERAL PROFIT/LOSS
BENEFIT
LUXURY CORPORATE
INTEREST
DEDUCTIONS
ECONOMY
TAXABLE
GOODS
IRS SALES LUXURY



Code Compliance



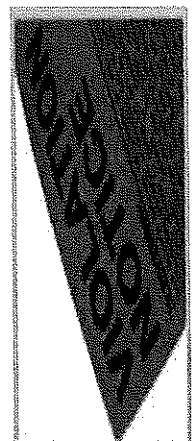
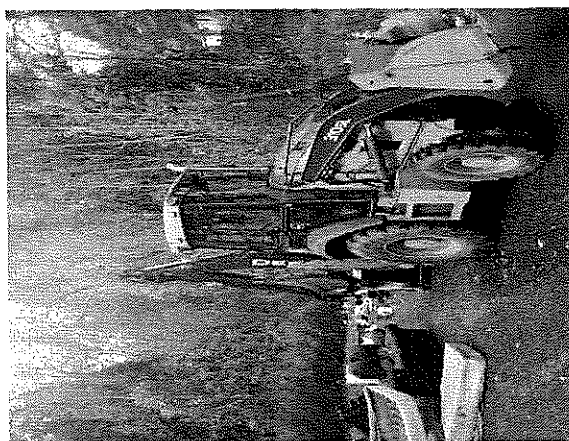
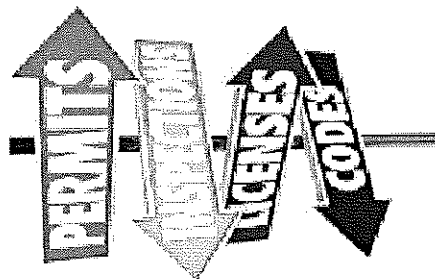
Inspections – 430

Violations – 288

Permits – 214

Complaints – 176

Compliance Certificates – 76





157 S. Robinson Avenue

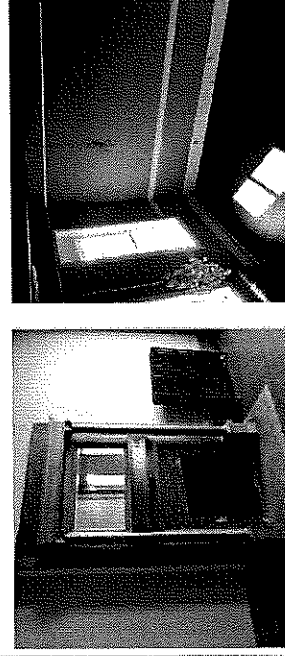
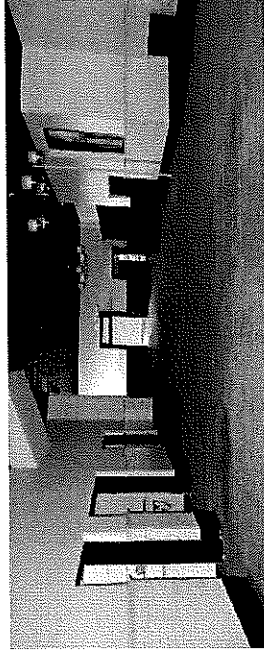
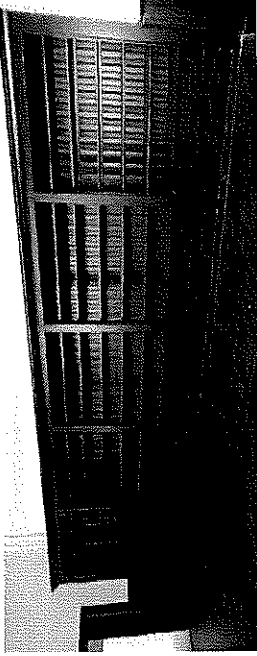
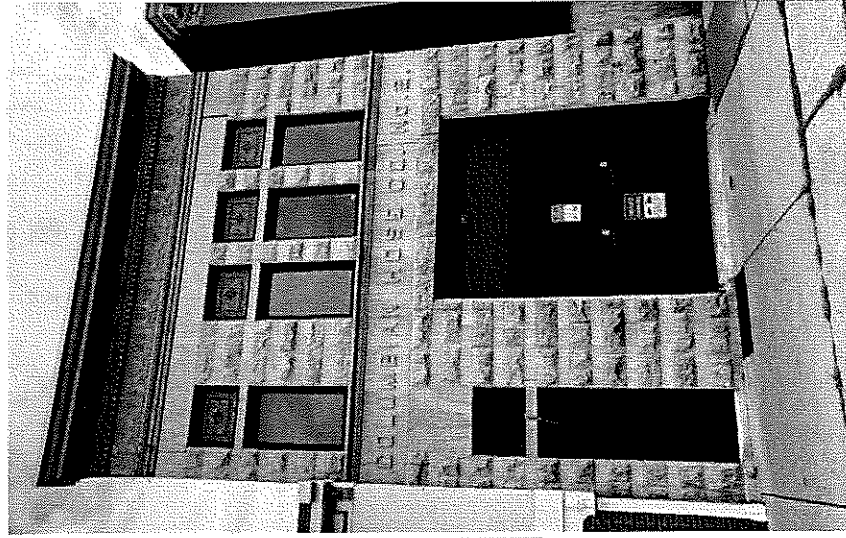




255 Broadway

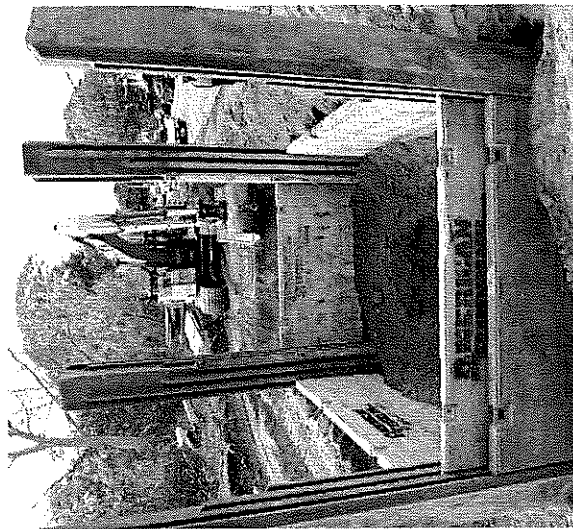
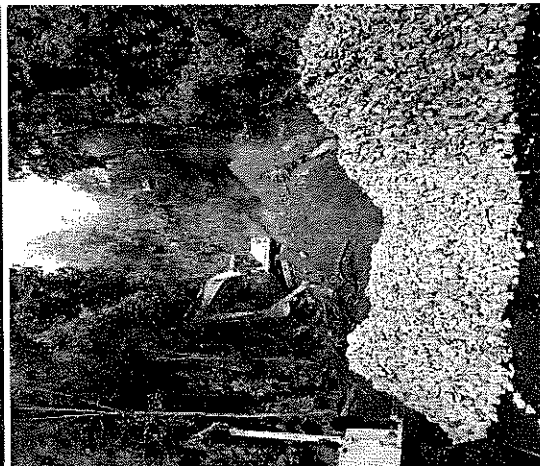


Before



After

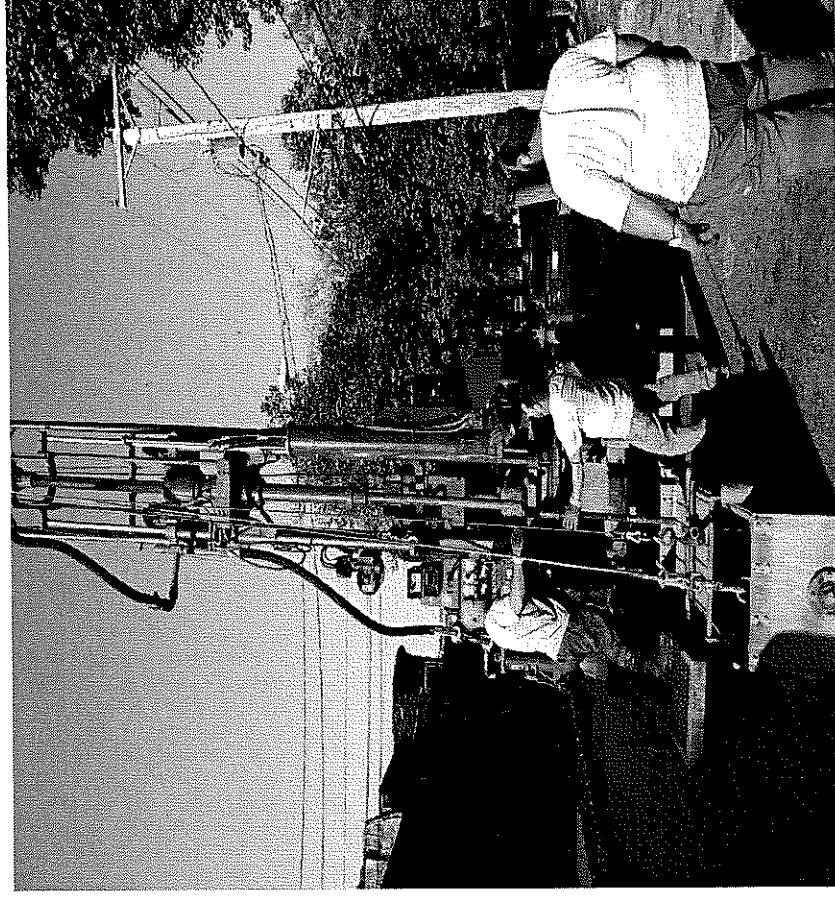
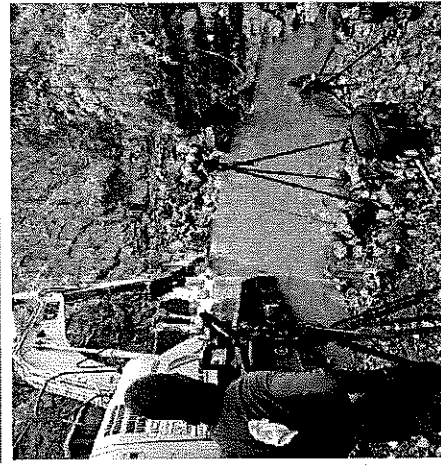
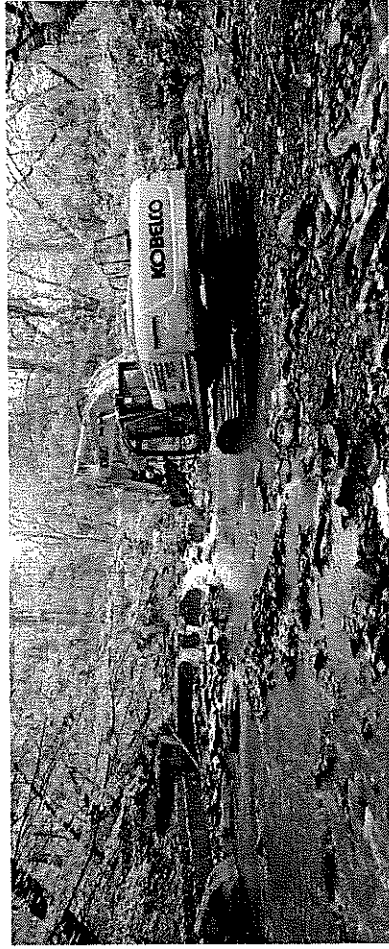
Sewer Collapse Embankment Failure

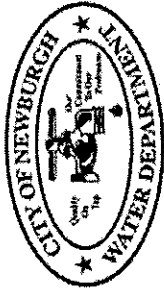
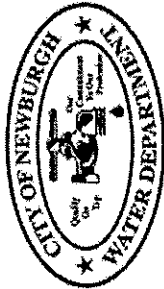
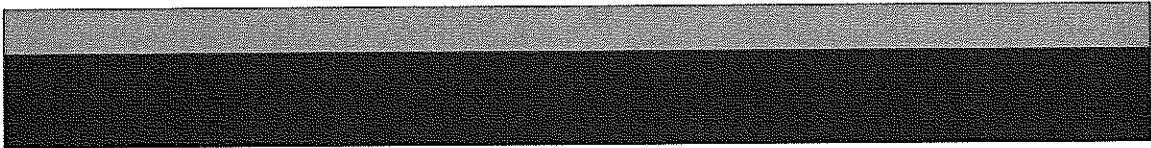


Removal of Strooks Felt Dam

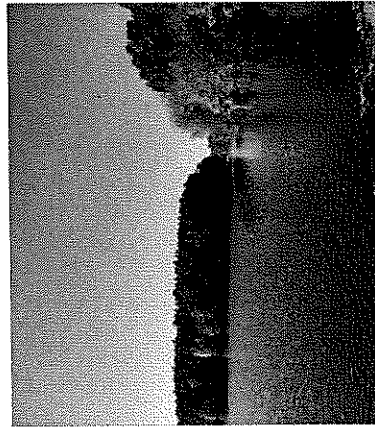
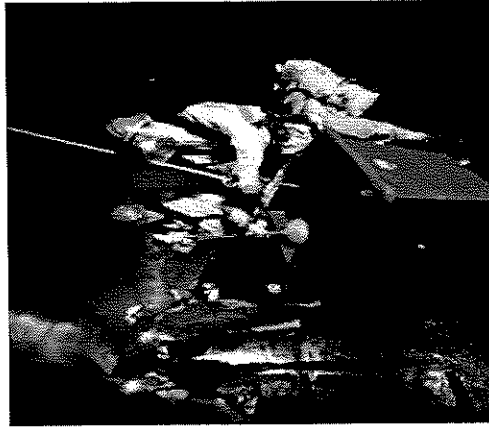
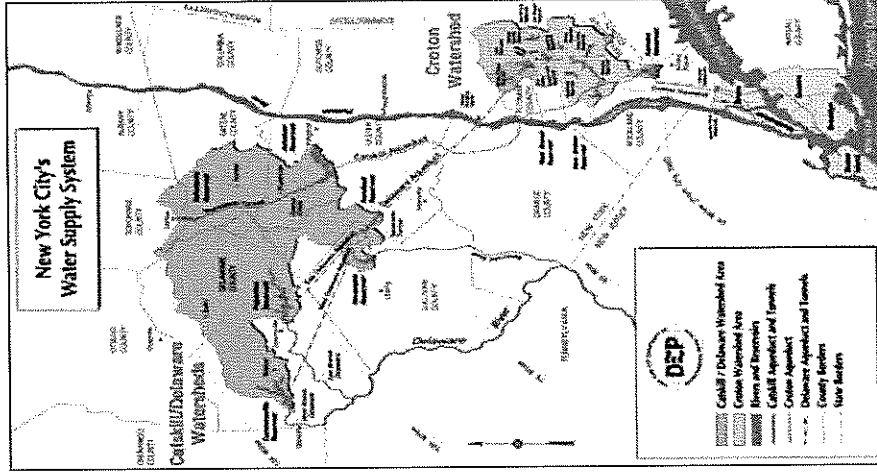


Soil Borings on Third Street





Water Department Updates



City of Newburgh
Water
Department



Filtration Plant Tour

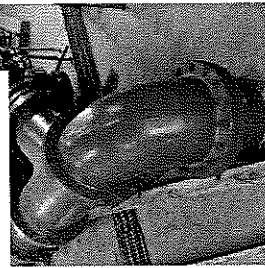
The Water
how water

Satur

493 Little Bri

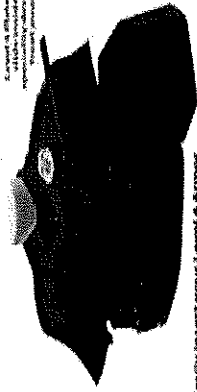
POSTPONED

Following to 15 participants.
Attendees must call the Water Department at
(845) 565-3356 to reserve a spot.





New Custom Lead Bearing Vest with Level 4
Armor Insert Pouches (Front and Back)
Kendall's shirt is now Level 4 armor
in front, which you'll need them

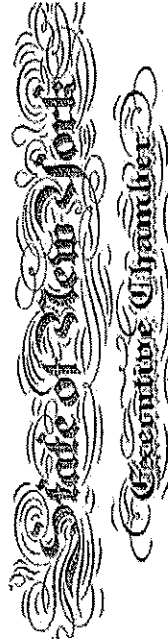


Kendall's shirt is now Level 4 armor
in front, which you'll need them



New Uniform

Police Department Updates



EXECUTIVE ORDER 203

First formal meeting October, 6, 2020
General Orders & Policies reviewed

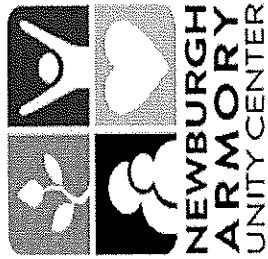
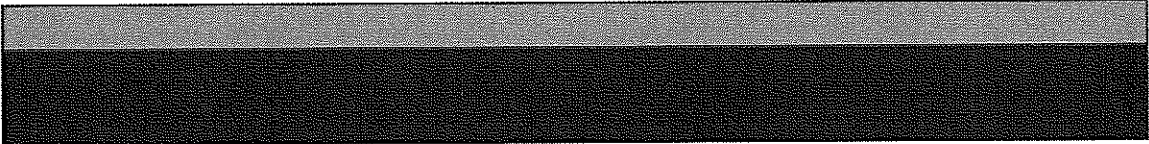
Stay tuned for Listening & Learning Sessions

RIGHT TO KNOW ACT GENERAL ORDER NO. 0-40

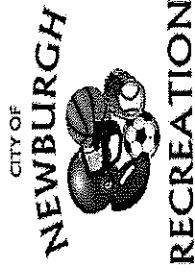
Set forth guidelines for contacting members of the
community for questioning.



ShotSpotter®
Detect • Protect • Connect



Socially-Distanced Halloween Event



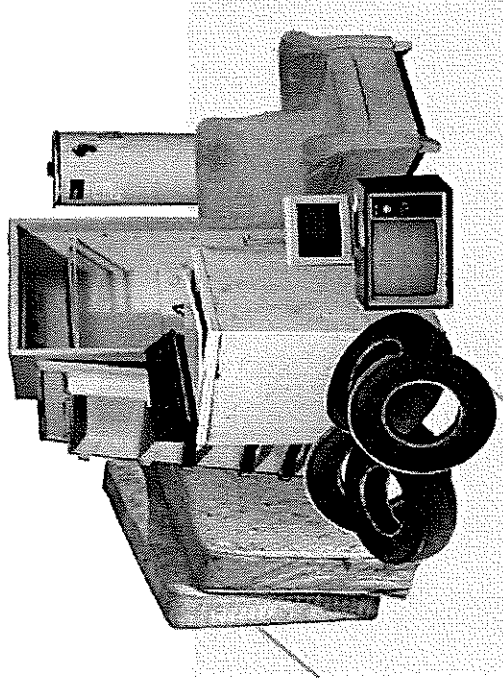
thank
you!



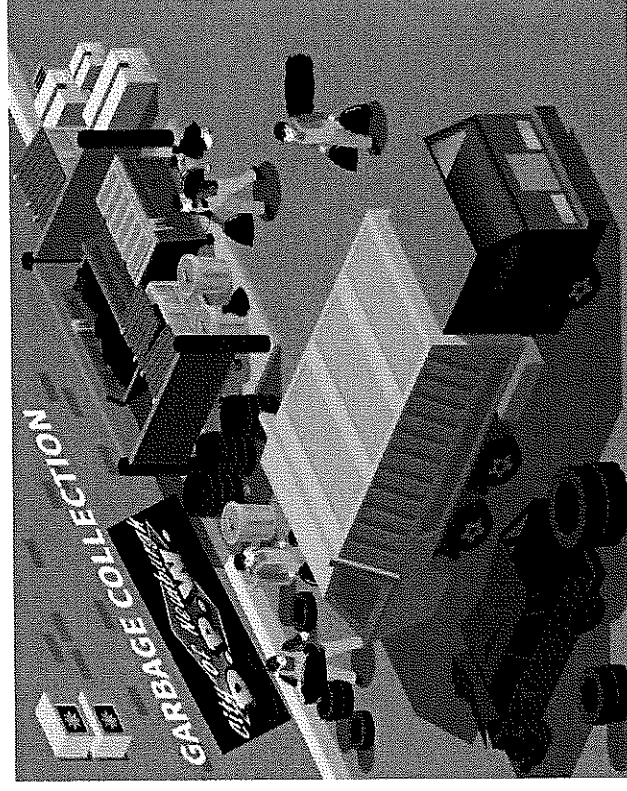


Free of Charge Bulk Pick Up

- Call DPW to schedule a pickup 845-565-3297
- Dispose of up to 5 bulk waste items



Sanitation Collection Changes

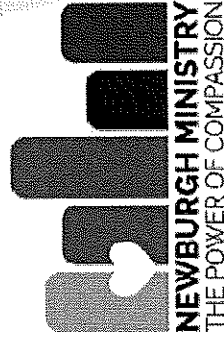


www.cityofnewburgh-ny.gov/public-works/pages/bulk-items-and-yard-waste-pick-up



FREE Flu Vaccine

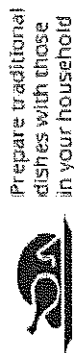
NOVEMBER 12, 2020 | 2:30 PM TO 5:30 PM



Tips for Celebrating Safely This Thanksgiving

SAFE

CELEBRATE AT HOME



Prepare traditional dishes with those in your household

Host a virtual dinner and share recipes with family and friends



Put up your favorite decorations and share photos online

Watch parades, sporting events, and movies at home



Shop online instead of in stores

LESS SAFE

IF YOU GATHER, DO SO WISELY

Keep it small and stay local



Stay outside if possible and ensure proper ventilation if indoors

Wear masks and social distance



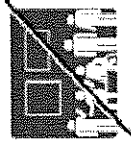
Wash or sanitize your hands regularly, especially before eating

Avoid contact with non-attendees for 14 days before and after your gathering



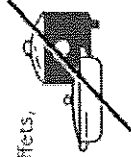
UNSAFE

AVOID...



Large gatherings, especially indoors

Potlucks, buffets, or other shared food



Places with crowds, such as stores, parades, running events, and sports

Contact with anyone who is sick or may have been exposed to COVID-19



Orange County

www.orangecountygov.com

- Guidance & best practices
- Updates from County Executive



City of Newburgh

www.cityofnewburgh-ny.gov

- Changes to operations
- Important city updates

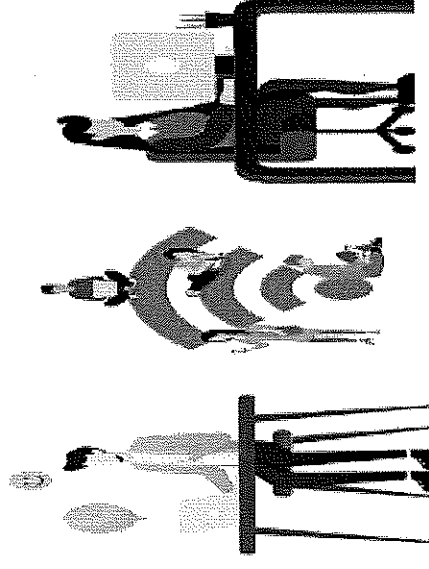


New York State

www.governor.ny.gov

- Executive Orders
- Links to helpful information

Public Hearings & Public Comment Periods



- **2021 BUDGET**

City of Newburgh budget for 2021.

- **TERM LIMITS FOR ELECTED OFFICIALS**

Proposed Local Law amending City Charter Section 3.10 to adopt term limits for elected offices of Mayor & Council Members.

- **CITY CHARTER SECTION C4.00**

Proposed Local Law amending City Charter Section C4.00

Action item tonight is to make note of public comments provided.

No voting will take place tonight.

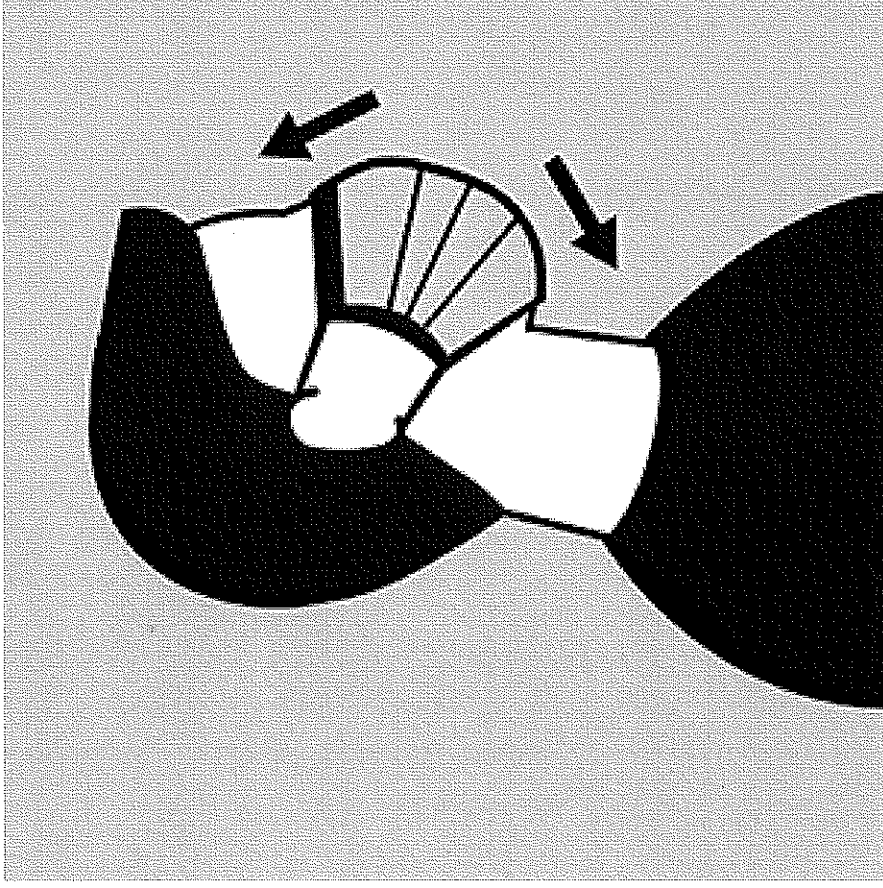
Participants will find themselves muted by default and they should change this right before they are to speak.

Face Coverings

Use these in public settings where social distancing is not possible

Sew and no-sew tutorials are available from the CDC website

Coverings should be worn while using public transportation and in for-hire vehicles by both passengers and operators



PRESENTATIONS

Public Hearing - 2021 Budget

Mayor Harvey called for a public hearing that was advertised for this meeting to hear comments from the public concerning the City's Annual Budget for 2021.

Eleanor Scianella, 79 Broadway said it has become more and more clear that a carceral response to poverty is not actually keeping our community safe. A Budget is a moral document and the current Proposed Budget makes it very clear that the City of Newburgh is committed to punishment instead of public safety so she wants to speak specifically about the safety of our children. For every one dollar that goes to the criminal legal system, this includes the Police Department and expenses in the Budget, less than one cent (.005) is spent on summer youth services. The Boys and Girls Club and Armory Unity Center both rely heavily on individual philanthropists for funding which is unreliable and unsustainable. These programs run on shoestring budgets subject to the whims of big donors who don't live in the community and therefore don't know what we need. Government funding must be implemented to insure that these programs are accountable to us and not the people who sign the checks. We all know the links between youth funded programs and the behaviors that our criminal system penalizes. We cannot in good conscience continue to punish kids that have been neglected by a void in summer youth programming. She knows that youth programming is a priority of the Mayor's office but it's one thing to have a policy priority and quite another to fund it and this is the City Council's opportunity to put our tax dollars where their mouth is. When asking to cut the Police Budget she would like to do so in a way that insures that Officers maintain a living wage, proper benefits and hours that promote a good workplace balance but we also need to start funding our youth programs in ways that will allow the same employment benefits for the staff of summer programs. Summer youth programs are staffed by community members who care for our children they do not punish and process them. These workers do part-time seasonal work without benefits doing the hardest job there is which is raising our children. We need to start funding their work like the irreplaceable service that it is. In the same way that I wouldn't expect the people who pave our roads to also know how to teach our children I don't expect our Officers to be able to address a panic attack, provide emotional support and encourage our youth in the way that they need to stay physically and emotionally safe when school is out. That's the job of our teachers and youth program workers and if we don't spend our resource in ways that provide these services to Newburgh kids then we are not setting up our community for safe and secure futures.

Ariel Churchill, 79 Broadway said that having reviewed the Proposed Budget he has some serious concerns about how and where we are planning to spend our money in the upcoming year. Earlier in updates regarding the Police Department it was mentioned that there was a proposal that would save the City up to \$100,000.00 which he finds laughable. The Police Department Budget is set to account for over 29% of the City's total spending in 2021 not including a quarter million dollar garage. By comparison a 2017 review from the New York Times found that police budgets averaged only 7.8% of municipal budgets in large American cities. Newburgh's police budget in 2017 made up about 27% of the Budget so four times the National average. For every dollar that we spend on policing, the proportions spent on summer youth services is just ten cents on the dollar for Parks and recreation and in the midst of a Pandemic when our ability to gather indoors has been severely curtailed he finds this appalling. The Pandemic has shown us all exactly how

crucial the Parks and green spaces are as this summer they allowed us to safely take a walk, exercise and take care of our bodies in our community. We have seen the toxic effects of a bloated police budget which targets Black and Brown members of our community but these spaces are crucial because one day this will pass and Parks and green spaces will still be here improving the air we breathe, the water we drink and even raising local property values. He would like to advocate that the City spend more of the City Budget on the following: More facilities in the smaller Parks including basketball courts, baseball fields a pavilions which will provide a safe sheltered place for people in the community to gather especially when it is not safe to do so inside. As well as a suggestion that the City consider funding the Downing Park Urban Farm which is run by the Urban Farm and Food Initiative which is an active partnership between organizations and individuals in the City of Newburgh working together to foster a resilient community in which fresh food is available and accessible to all. They also offer community workshops, volunteer opportunities and opportunities for youth employment. He noted that he is not affiliated with them in any way he is just a fan. He would call for the City Council to scale back the egregiously bloated Police Department Budget, which makes up almost 30% of the Budget and instead put that money back into places and programs that will actually enrich our community now and in the future.

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

Public Hearing - Term Limits

Mayor Harvey called for a public hearing that was advertised for this meeting to hear public comments concerning a revised proposed local law amending City Charter Section 3.10 to adopt term limits for the elected offices of Mayor and Council Members.

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

Public Hearing - Local Law Amending City Charter Section 4.00

Mayor Harvey called for a public hearing that was advertised for this meeting to hear public comments concerning a proposed local law amending City Charter Section C4.00

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

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

Ms. Boyd, City of Newburgh said that she wanted to comment on the Budget regarding the Fire Department and is not sure why it didn't go through that section. Watching the Work Session last week concerned her as she feels it is not a good contract and it's not up to the Council and Mayor to be at those types of negotiations, however, that is a bad contract. Coming from being a Civil Service worker the taxpayers of the City of Newburgh will be bankrupt and it will fall on our backs. How long will it take for them to revamp that contract? When is that contract over and when will we be able to see the numbers of the Audit for the Fire Department because coming from Civil Service she would never start a job and get five weeks right off the back. You work your way up, get seniority and everyone doesn't take vacation in the spring and summer. She wants to know when we are going to be able to say the contract has ended, we will be revamping the contract, we will be getting a better contract and we will have the Budget fixed in the Fire Department because it is alarming. She knows that there is a roster list we have been asking for on the Police Relations Review Board and she know that Officers were hired and training is coming now so a list should be out but people are getting very agitated because we were told we would have the list last week and we are still waiting. These are the concerns they are having on transparency and she is not uncomfortable about saying what needs to be said. She is not saying that they aren't doing a good job as some of the Council members are very tangible but some are not. People are coming to her and other Board members to reach out to the Council because they are not being tangible and that is a problem. If we are not part of the solution then we are we are part of the problem.

Marlon Ramos, Benkard Avenue talked about the Justice, Equity, Diversity and Inclusion Officer position that's been discussed a few times now. He wants to go back to previous comments from residents talking about different ways that a Budget can be spent in a City like Newburgh. He considers himself to be very mindful in the way money is spent and very conscious about allocating funds in a City like Newburgh but at times it seems like there are positions that require a little bit of bold position or to be decisive. Because there is an end goal that is bigger than one particular moment in time or particular Budget he thinks the work that can be done through a position like this is crucial because there is a culture here in Newburgh that needs to be changed. He has talked with many people about how we can benefit from a culture change and hopefully at one point it will reflect the constituents of the City which would be the end goal and hopefully one day we get there but we won't get there just by wishing and hoping. There is legitimate change that needs to happen through actual policy changes, hiring changes and the way a workforce gets put together. He is in favor of creating a future Newburgh where we have a workforce that reflects the people who live in Newburgh and that the people who work in the City of Newburgh understand the needs of the people that live here which are very specific. He is in favor of creating that position and doing the right thing for the City.

Abby Ramos, Benkard Avenue said to piggyback on what her husband just said, Newburgh is a very diverse City and she is a resident and a taxpayer but she doesn't feel that the policies of the City reflect the constituents and the people that live here. There needs to be an intentional effort to really look at that and it can only be done by research and someone who is going over policies with a fine tooth comb. What we've been doing so far is not working and she thinks that in this day and age people feel like they are not being represented and there are even cases where people feel discriminated against. That's a

real shame in a city as diverse as Newburgh's so she feels it would make everyone feel at ease if there was someone tasked with really doing research and looking into that. She doesn't feel we can go forward without doing this so she is really in favor of someone looking into that and doing research to assess what the needs are before we can move forward.

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

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

CITY MANAGER'S REPORT

Resolution No. 269 - 2020 - Two-Year Shotspotter Agreement

Councilwoman Sofokles moved and Councilwoman Monteverde seconded.

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

Nays: Shakur-1

Adopted

Resolution No. 270 - 2020 - Release of Covenants for 255 Broadway

Councilwoman Sofokles moved and Councilman Grice seconded.

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

Adopted

Resolution No. 271 - 2020 - Purchase of 98 Benkard Avenue

Councilman Grice moved and Councilwoman Sofokles seconded.

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

Nays: Shakur-1

Adopted

Resolution No. 272 - 2020 - Adopting the City of Newburgh's Consolidated Housing and Community Development Strategy and Action Plan for Fiscal Year 2021

Councilman Grice moved and Councilman Sklarz seconded.

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

Adopted

Resolution No. 273 - 2020 - Amended Contract - Legal Services of the Hudson Valley

Councilwoman Monteverde moved and Councilwoman Mejia seconded.

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

Adopted

Resolution No. 274 - 2020 - Appointing Commissioners of Deeds

Councilman Grice moved and Councilman Sklarz seconded.

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

Adopted

Local Law 3 - 2020 - Authorizing a property tax levy in excess of the GML Section 3-c limit

Councilwoman Sofokles moved and Councilman Grice seconded.

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

Enacted

Local Law 4 - 2020 - Amending Chapter 93 Repurchase of in rem properties

Councilman Grice moved and Councilman Sklarz seconded.

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

Enacted

Resolution No. 275 - 2020 - IDA Appointment

Councilwoman Sofokles moved and Councilman Sklarz seconded.

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

Nays: Shakur-1

Adopted

Resolution No. 276 - 2020 - Authorizing the City Manager to Execute a Payment of Claim with Anthony Rumph

Councilman Grice moved and Councilwoman Sofokles seconded.

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

Adopted

Resolution No. 277 - 2020 - Authorizing the City Manager to Execute a Payment of Claim with Ernie Propere

Councilman Grice moved and Councilman Sklarz seconded.

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

Adopted

Resolution No. 278 - 2020 - Authorizing the City Manager to Execute a Payment of Claim with Lester and Gail Nichols

Councilman Grice moved and Councilwoman Sofokles seconded.

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

Adopted

Resolution No. 279 - 2020 - Authorizing the City Manager to Execute a Payment of Claim with Tyshelle Haughton

Councilwoman Sofokles moved and Councilman Grice seconded.

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

Adopted

NEW BUSINESS

Councilman Grice said it is not on our legislative priority list and he spoke with Ms. Kelson about it earlier about a small public funding for people who are running for Office after they win their Primary. If we could look into something that is small and publicly funded

for those Candidates.

Mayor Harvey asked for what purpose.

Councilman Grice said it would be to help. As we are coming up on term limits he has been thinking about some of these other things and if they have those funds, just a small amount would help them if they won that Primary. As all of us know, running and Election is very expensive and sometimes that's the thing that stops people from running.

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

OLD BUSINESS

Councilman Shakur said a few people commented earlier about the Police Budget and one of the things he wanted to speak on is that we put too much money in to the Police Department for reactive stuff and not proactive stuff just like \$297,000.00 for ShotSpotter. That's six jobs that could go into our community plus but we have a machine that spotted fifty-five shots last year? We are paying almost \$15,000.00, \$20,000.00 just to hear some shots? Is it stopping the shots or crime? We need to do something that is more proactive which is why he voted no for that and that is why the 203 is important. The 203 is important because right now a lot of people have been going to him because there is nobody from the community represented on there that has been misused by this Police Department.

Someone from the LGBTQ community or a domestic violence victim because we need people like that on there instead of people for the police. We don't need a Police Chief sitting there when people are coming there or want to come there to speak on this 203 Board. This Police Chief talks too much at the 203 and this is supposed to be about changing our Police Department. Someone sent him an article today about the young man Tyrell Fincher, who was killed, and the Cop who killed him had some other instances which is what the 203 is supposed to do by rooting out the bad Cops. The first thing our new Police Chief did was give commendations to two of the worst Officers in our community instead of disciplining them. These Officers have numerous lawsuits and they keep getting promoted so we need to get ahead of this. The 203 is an executive mandate and it's about changing the personnel because this is about a man whose neck was sat on for eight minutes and forty six seconds. In a City that is eighty percent Black and Hispanic we have a Police Department that is almost seventy five percent White and they don't live in our community. We need to make sure that this 203 is done right and our Chairman needs to have total control of that. This is not about defunding our Police Department it's about restructuring our Police Department and giving money back for education in the community. There are too many toys to play with for reactive methods but nothing proactive and crimes are getting worse.

Mayor Harvey noted that old business is to schedule an item that we can take up at the next Work Session. This section is not really for Council comments but he will let him continue on because it's an important matter.

Councilwoman Monteverde said she would like to revisit a resolution she believes was passed on April 23, 2018. It adopted the New York State Climate Green Smart

Community Pledge. She wants to confirm that it was adopted and go back to revisit it because there are things we could be doing if we pledge to be a climate smart community. Is this something we can revisit?

Mayor Harvey said, "*Absolutely*". We did make that pledge and we can definitely put it on the agenda for the next Work Session.

City Manager, Joseph Donat asked if they would like to have this on for the next Work Session.

Councilwoman Monteverde said she would like to have a quick discussion about it because she feels it's important now that we just passed the Environmental Green resolution as well.

Mayor Harvey noted that now that we have a newly elected President it's his understanding that the U. S. may go back into the Paris Accord so hopefully there will be some Federal funding to address those issues.

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

FURTHER COMMENTS FROM THE COUNCIL

Councilman Grice thanked the public and the few people who commented. Some of the comments made he is in agreement with, however, some of those things are contractual when it comes to our Budget as far as staffing and some of those departments are at their bare minimum. It's a fine balance when you think about making a Budget for the entire year but he is certainly open to putting more funds into our youth. He and Mayor Harvey are both educators and he wanted to clarify that the Armory is a City owned building and we are very thankful for the people at Kaplan for managing it. When people talk about what the City is doing he thinks they need to be clear on that. He formerly congratulated President Elect Biden and said that as a Graduate of a historical Black College and a member of a Black Greek Letter Organization he is very proud and excited about Vice President Elect, Kamala Harris. She has broken so many glass ceilings and his only caution is that the work is just now beginning so just because they were elected doesn't mean work is finished.

Councilwoman Mejia thanked everyone who commented and participated tonight. She understands we keep going around this cycle of virtual Zoom which we will be in for at least the next couple of months given the height of the Pandemic and what we are heading into. We will continue to try to get more individuals to participate and give input. There is a little bit of disconnect with people who said they signed up and she was shocked at the amount of people who commented on our Budget for this year. She wants to pick up on the concept of divest and invest which was the conversation around public safety and we have to continue to explore different ways of investing the limited funds that we do have. There

is a difference of opinion and it's just a strategy option on how we go about making those investments but she wanted to pick up on the Fire Department and Police Department overtime. Those are too high and we know they are contractual but we have to be able to turn the corner on that language that we have because it's just not sustainable. Some of the solutions brought forward on when you divest from one area and invest in something else is still very limited and we have to continuously be able to balance our economic development so it's a rough position that we are all in. She will continue to accept comments and hear from folks on the Budget because it's surprising to her that we only had three individuals so she will circulate an informal gathering to acquire additional comments so she can hear from members in her Ward. If anyone else would like to partner, the At Large members are also welcome to participate and attend. Just having three individuals comment today on our Budget brings her pause and we need broader reflection because she feels that our Budget is a reflection of our values.

Councilwoman Monteverde said as Councilman Grice mentioned on the recent Election she is very relieved with the outcome and what happened but also concerned about the Country and how it's so divided. She feels like we still have a long road ahead and a lot of work to do because it is so divided and there continues to be systematic racism that we need to address. She noted that she is on the 203 Reform Committee and thinks it's going well. They are reviewing the chapters and she is not sure if the community understands that they are on a deadline with a timeline so there is a lot we have to do in terms of these reforms. You can read the reforms online but it's going to be a lot of work and you really have to stay focused in order to meet this deadline and stay on this timeline. There is going to be a time when there will be community engagement and we want to hear from them so reach out to her because she would love to hear what you are thinking about on the police reforms. If you don't understand it she would be happy to sit down and talk about it. The Council needs to make sure they are well informed and they know how this Committee works because it won't be productive if they put out the wrong information. She is happy to hear that the Right to Know Act will be implemented at the end of the month so it's finally going to happen. She agrees with Councilwoman Mejia that we need to focus on the Fire Department overtime. She knows that the Council budgeted two fifty per quarter but this department has consistently gone over and in particular this the third quarter was 597,107 which is not ok. If we can focus on that overtime and hire more staff just imagine all of the other things money can go towards for youth programs.

Councilman Shakur thanked everyone for watching tonight. Since we are talking about the Budget we would like to put a seminar together for the community regarding CDBG funds and how to make sure the residents of the City of Newburgh can benefit from this and get in on it. He is talking with the Newburgh Steelers and some other organizations about how to get funding for programs dealing with the children. We talk about balance in our City but all this money is spent on putting our kids in jail and no money is spent on keeping them out. They took Latchkey and all of those programs out of our community and then wonder why our community is like it is. This is one of the things the community has to be mindful of and he understands we have to become more involved in this process especially during the Budget and how we can get more money funded for the residents and children in our community instead of the Police and Fire Departments. Our Budget has historically been about fifty million dollars a year and for the past twenty years the Police and Fire Departments have been getting fifty percent of our Budget so they have been robbing our City blind. We need to make sure the 203 goes forward which is about fixing our community.

Councilman Sklarz thanked everyone for tuning in tonight and said that new parking meters are coming. There was a presentation at the last Work Session on the parking meter expansion study which will add new parking meters and increase technology. Usually parking fees and meters represent a major source of revenue for cities but that has not been the case in Newburgh so he encouraged everyone to review the study and forward questions or comments to the Council. He thanked DPW and Codes for major cleanup work done with illegal dumping on the west end. It took a lot of cooperation and effort to get that done and he hopes that area can be secured so dumping doesn't occur there in the future. Additional thanks to City staff for working closely with Central Hudson to fix the roads torn up by the gas pipeline project. The goal is to get Central Hudson to live up to its promise to repair the streets in the west end and we hope to get that done before the snow flies.

Councilwoman Sofokles noted that she has been very supportive of the youth in the City of Newburgh with baseball and Hook Elite but there is a thing called COVID this year which was one of the reasons we could not support the youth in the City of Newburgh. She has been on the Glenn Hines Boys and Girls Club Board for years now so it's not that we are not supporting our youth but it's been hard this year to support them. In answer to Councilman Shakur's comments, we support the youth in the City but sometimes it's up to the parents to also support their own children and get them out there. She is looking forward to 2021 so maybe we can do a little bit more with our youth because it's just been a terrible year for everyone. She wanted to thank DPW, Jason and Wayne again because they've had a rough time this past week with what they've had to do. She liked Ariel's comments about the Newburgh Urban Farm because it's been a jewel in the rough. They are hopefully going to do a turkey giveaway and will contribute a lot of vegetable but we have to be careful again with what is going on this year. We are working hard and the Budget is what it is which is a hundred thousand percent better than last year. She thanked the Police Department and our new Chief because she thinks they are doing a good job.

Mayor Harvey thanked everyone for coming out tonight as well as the executive staff, City Manager and Corporation Counsel. He said he wants to see more of our leadership at these meetings even though we are on Zoom we expect representation from all departments. The Council members are tallying up every meeting who is on and who isn't so he is requesting that we have Department Heads at these meetings whether it be remote or in person. He added that people have to watch what they say and the words that they choose. The first woman who spoke acknowledged some of the things he has done with regard to the youth and that's one of his top priorities. People say there is not enough for the youth and we have the Armory Unity Center. We can't get African American kids up to the Armory Unity Center so we are working strategically on that. He has had several meetings over the past few weekends on how to do that. Our Latino community has taken full advantage of the Armory Unity Center. We have the Boys and Girls Club where he and Mr. White worked on a major youth program for the summer where sixty youth got paid \$15.00 to \$20.00 an hour for five weeks. This took a lot of planning with the Boys and Girls Club, the Urban Farm, RECAP, DPW, our City Engineer, Water Department and our City Manager because there was no employment for our young people according to Orange County. Like Councilwoman Sofokles said COVID put a strain on a lot of our youth activities. The Newburgh Performing Arts Academy is an amazing program that started ten years ago when he was one of the first teachers on board. So there are a lot of activities in our community for the youth. There is always room for improvement and we

are still trying to finalize the Rough Riders to the Rescue Program but we have had multiple meetings. There are ongoing efforts that this City is making to improve and have offerings for our young people in the City and people have to be mindful what they say, how they say it and when they say it. When they use generalizations and blanket statements that there is nothing here for the youth it is not true. Newburgh has one of the greatest youth activity programs in this entire Hudson Valley. There is a lot going on for the youth but people have to want to get involved and get engaged and he would be the first to say that there is always room for improvement. We have a street sweeper program that we are hoping to implement in the New Year and we are hoping to duplicate the Mayor's Summer Youth Employment Program. We have the Boys and Girls Club, the Armory Unity Center, the Newburgh Performing Arts Academy and we have the Recreation Department. There are a lot of activities with AAU and all types of basketball programs and the Newburgh Steelers so he takes offense when people say there is nothing here for the youth. The question is how can we engage the families more and engage the young people to want to be involved.

ADJOURNMENT

There being no further business to come before the Council the meeting adjourned at 8:18 PM.

**LORENE VITEK
CITY CLERK**

RESOLUTION NO.: 269 - 2020

OF

NOVEMBER 9, 2020

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE
A RENEWAL AGREEMENT WITH SST, INC.
FOR SHOTSPOTTER FLEX SERVICES SUBSCRIPTION
FOR A TWO YEAR TERM IN THE AMOUNT OF \$297,000.00**

WHEREAS, by Resolution No. 336-2016 of December 12, 2016, the City Council of the City of Newburgh authorized the City Manager to enter into an agreement with SST, Inc. to provide subscription-based ShotSpotter Flex gunfire location, alert and analysis services to the City of Newburgh Police Department; and

WHEREAS, by Resolution No. 198-2020 of September 14, 2020, the City Council of the City of Newburgh authorized the City Manager to into an amendment to the agreement with SST, Inc. to reduce the cost of the 2020 ShotSpotter subscription services to the City of Newburgh Police Department for the period beginning on February 10, 2020 and ending on July 31, 2020 to \$0.00 and for the period beginning on August 1, 2020 and ending on December 31, 2020 to \$49,500.00; and

WHEREAS, the SST, Inc. has submitted a renewal agreement for ShotSpotter Flex subscription services for a term of 2 years at a cost of \$148,500.00 per year for a total cost of \$297,000.00; and

WHEREAS, the City Council finds that entering into a renewal agreement with SST, Inc. for the 2021-2022 subscription services 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 of the City of Newburgh be and he is hereby authorized to enter into a renewal agreement with SST, Inc., as annexed hereto, for ShotSpotter subscription services to the City of Newburgh Police Department for a 2-year term beginning January 1, 2021 and ending December 31, 2022 in the total amount of \$297,000.000.

RESOLUTION NO.: 270 -2020

OF

NOVEMBER 9, 2020

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

WHEREAS, on February 11, 2014, 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 Mid Hudson Film LLC; and

WHEREAS, the attorney representing the company 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 February 11, 2014, from THE CITY OF NEWBURGH to MID HUDSON FILM LLC, recorded in the Orange County Clerk's Office on April 2, 2014, in Liber 13734 of Deeds at Page 1870 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.: 271 - 2020

OF

NOVEMBER 9, 2020

**A RESOLUTION TO AUTHORIZE THE CONVEYANCE OF REAL PROPERTY
KNOWN AS 98 BENKARD AVENUE (SECTION 44, BLOCK 2, LOT 15)
AT PRIVATE SALE TO JAMES MICHAEL FOR THE AMOUNT OF \$30,000.00**

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

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

WHEREAS, the City of Newburgh desires to sell 98 Benkard Avenue, being more accurately described as Section 44, Block 2, Lot 15 on the official tax map of the City of Newburgh; and

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

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

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the sale of the following property to the indicated purchaser be and hereby is confirmed and the City Manager is authorized and directed to execute and deliver a quitclaim deed to said purchaser upon receipt of the indicated purchase price in money order, good certified or bank check, made payable to **THE CITY OF NEWBURGH**, such sums are to be paid on or before February 12, 2021, being approximately ninety (90) days from the date of this resolution; and

<u>Property address</u>	<u>Section, Block, Lot</u>	<u>Purchaser</u>	<u>Purchase Price</u>
98 Benkard Avenue	44 - 2 - 15	James Michael	\$30,000.00

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

Terms and Conditions Sale

98 Benkard Avenue, City of Newburgh

(SBL: 44-2-15)

STANDARD TERMS:

1. City of Newburgh acquired title to this property in accordance with Article 11 of the Real Property Tax Law of the State of New York, and all known rights of redemption under said provisions of law have been extinguished by the tax sale proceedings and/or as a result of forfeiture.
2. For purposes of these Terms and Conditions, parcel shall be defined as a section, block and lot number.
3. All real property, including any buildings thereon, is sold "AS IS" and without any representation or warranty whatsoever as to the condition or title, and subject to: (a) any state of facts an accurate survey or personal inspection of the premises would disclose; (b) applicable zoning/land use/building regulations; (c) water and sewer assessments are the responsibility of the purchaser, whether they are received or not; (d) easements, covenants, conditions and rights-of-way of record existing at the time of the levy of the tax, the non-payment of which resulted in the tax sale in which City of Newburgh acquired title; and (e) for purposes of taxation, the purchaser shall be deemed to be the owner prior to the next applicable taxable status date after the date of sale.
4. The properties are sold subject to unpaid school taxes for the tax year of 2020-2021, and also subject to all school taxes levied subsequent to the date of the City Council resolution authorizing the sale. The purchaser shall reimburse the City for any school taxes paid by the City for the tax year 2020-2021, and subsequent levies up to the date of the closing. Upon the closing, the properties shall become subject to taxation. Water and sewer charges and sanitation fees will be paid by the City to the date of closing.
5. **WARNING: FAILURE TO COMPLY WITH THE TERMS OF THIS PARAGRAPH MAY RESULT IN YOUR LOSS OF THE PROPERTY AFTER PURCHASE.** The deed will contain provisions stating that the purchaser is required to rehabilitate any building on the property and bring it into compliance with all State, County and Local standards for occupancy within (18) months of the date of the deed. Within such eighteen (18) month time period the purchaser must either: obtain a Certificate of Occupancy for all buildings on the property; make all buildings granted a Certificate of Occupancy before the date of purchase fit for the use stated in such Certificate of Occupancy; or demolish such buildings. The deed shall require the purchaser to schedule an inspection by City officials at or before the end of the eighteen (18) month period. If the purchaser has not complied with the deed provisions regarding rehabilitation of the property and obtained a Certificate of Occupancy or Certificate of Compliance by that time, then the title to the property shall revert to the City of Newburgh. The deed shall also provide that the property shall not be conveyed to any other person before a Certificate of Occupancy or Certificate of Compliance is issued. A written request made to the City Manager for an extension of the eighteen (18) month rehabilitation period shall be accompanied by a non-refundable fee of \$250.00 per parcel for which a request is submitted. The City Manager may, in his sole discretion and for good cause shown, grant one extension of time to rehabilitate of up to, but not to exceed, three (3) months. Any additional request thereafter shall be made in writing and placed before the City Council for their consideration.
6. The City makes no representation as to whether the property is vacant and/or unoccupied. Evictions, if necessary, are solely the responsibility of the purchaser after closing and recording of the deed. The parcel is being sold subject to the City's Vacant Property Ordinance (Chapter 121) and all provisions of law applicable thereto. Within 30 days of closing, the purchaser must register the property and pay any applicable fees or submit an acceptable rehabilitation plan to the Building Department.
7. All purchasers are advised to personally inspect the premises and to examine title to the premises prior to the date upon which the sale is scheduled to take place. Upon delivery of the quitclaim deed by the

City of Newburgh to the successful purchaser, any and all claims with respect to title to the premises are merged in the deed and do not survive.

8. No personal property is included in the sale of any of the parcels owned by City of Newburgh, unless the former owner or occupant has abandoned same. The disposition of any personal property located on any parcel sold shall be the sole responsibility of the purchaser following the closing of sale.
9. The City makes no representation, express or implied, as to the condition of any property, warranty of title, or as to the suitability of any for any particular use or occupancy. Property may contain paint or other similar surface coating material containing lead. Purchaser shall be responsible for the correction of such conditions when required by applicable law. Property also may contain other environmental hazards. Purchaser shall be responsible for ascertaining and investigating such conditions prior to bidding. Purchaser shall be responsible for investigating and ascertaining from the City Building Inspector's records the legal permitted use of any property prior to closing. Purchaser acknowledges receivership of the pamphlet entitled "Protecting Your Family from Lead in Your Home." Purchaser also acknowledges that he/she has had the opportunity to conduct a risk assessment or inspection of the premises for the presence of lead-based paint, lead-based paint hazards or mold.
10. The entire purchase price and all closing costs/fees must be paid by money order or guaranteed funds to the City of Newburgh Comptroller's Office by the date listed in the approved City Council Resolution, notwithstanding any extensions of time granted pursuant to terms contained herein ("Closing Deadline"). Such closing costs/fees may include, but are not limited to: recording fees, tax adjustments as of the day of closing, fuel oil adjustments, and applicable condominium charges (e.g. monthly maintenance charges, assessment charges, transfer buy-in fees, and/or closing package ordering fees). *The City of Newburgh does not accept credit card payments for the purchase price and closing costs/fees. The City is not required to send notice of acceptance or any other notice to a purchaser.* At closing, purchaser, as grantee, may take title as a natural person or as an entity wherein purchaser is an officer or managing member of said entity. If purchaser takes title as an entity, purchaser must provide an affidavit listing all of the members or shareholders of said entity, their addresses, their phone numbers, and their percentage ownership stake in the entity. Purchaser must have at least a fifty-one (51%) ownership stake in said entity in order for said entity to take title.
11. The City Manager may, in his sole discretion and for good cause shown, grant one extension of time to close title of up to, but not to exceed, sixty (60) additional days from the Closing Deadline. No request shall be entertained unless in writing, stating the reasons therefor, and unless accompanied by a fee of \$250.00 per parcel for which a request is submitted. The fee shall be in addition to all other fees and deposits and shall not be credited against the purchase price and shall not be returnable. Any additional request made thereafter shall be made in writing and placed before the City Council for its consideration.
12. In the event that a sale is cancelled by court order, judgment, the Comptroller or the Newburgh City Council, the purchaser shall be entitled only to a refund of the purchase money paid. Purchaser agrees that he shall not be entitled to special or consequential damages, attorney's fees, reimbursement for any expenses incurred as a result of ownership, improvements of property, or for taxes paid during period of ownership, and this agreement by the purchaser is a material condition of the sale.
13. Sale shall be final, absolute and without recourse once title is conveyed on the actual day of closing. In no event, shall City of Newburgh be or become liable for any defects in title for any cause whatsoever, and no claim, demand or suit of any nature shall exist in favor of the purchaser, his heirs, successors or assigns, against City of Newburgh arising from this sale.
14. Conveyance shall be by quitclaim deed only, containing a description of the property as it appeared on the tax roll for the year upon which the City acquired title or as corrected up to date of deed. The deed will be recorded by the City upon payment in full of the purchase price, tax reimbursements, buyer's premium (if applicable), and closing fees/costs. Possession of property is forbidden until the deed is recorded conveying title to the purchaser. **Title vests upon conveyance of deed.**
15. Upon closing, the City shall deliver a quitclaim deed conveying all of its right, title and interest in the subject property, which deed shall be drawn by the City Corporation Counsel. The City shall not convey its interest in any street, water, sewer or drainage easement, or any other interest the City may have in

the property. The City shall only convey that interest obtained by the City pursuant to the judgment rendered in an *in rem* tax foreclosure action filed in the Orange County Clerk's Office.

16. The description of the property shall be from the City of Newburgh Tax Map reference or a survey description certified to the City of Newburgh. Any survey description shall be provided to the City Corporation Counsel by the purchaser at least thirty (30) days in advance of closing title and approved by the City's Engineer.
17. By acknowledging and executing these Terms & Conditions, the purchaser certifies that he/she is not representing the former owner(s) of the property against whom City of Newburgh foreclosed and has no intent to defraud City of Newburgh of the unpaid taxes, assessment, penalties and charges which have been levied against the property. The purchaser agrees that neither he/she nor his/her assigns shall convey the property to the former owner(s) against whom City of Newburgh foreclosed within 24 months subsequent to the Closing Deadline date. If such conveyance occurs, purchaser understands that he/she may be found to have committed fraud, and/or intent to defraud, and will be liable for any deficiency between the purchase price at auction and such sums as may be owed to City of Newburgh as related to the foreclosure on the property and consents to immediate judgment by City of Newburgh for said amounts.
18. In the event that Seller engaged the services of a New York State Licensed Real Estate Broker in connection with this sale, Seller shall pay said Broker any commission earned pursuant to a separate agreement between Seller and Broker.
19. Notice is given that the property lies within either the East End Historic District or the Colonial Terraces Architectural Design District as designated in the City of Newburgh's current zoning map. This parcel is sold subject to all provision of law applicable thereto. It is the sole responsibility of the purchaser to redevelop such parcel so designated in accordance any additional laws, rules or regulations applicable to those districts.

ACKNOWLEDGED AND AGREED

Date: _____

James Michael

RESOLUTION NO.: 272 - 2020

OF

NOVEMBER 9, 2020

**A RESOLUTION ADOPTING THE CITY OF NEWBURGH'S CONSOLIDATED
HOUSING AND COMMUNITY DEVELOPMENT STRATEGY AND ACTION PLAN FOR
FISCAL YEAR 2021**

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

WHEREAS, this Consolidated Plan was prepared in accordance with all statutory requirements, including those related to citizen participation; and

WHEREAS, the City has now prepared a one-year Action Plan in order to implement various elements of the strategies identified in its Consolidated Plan during the second year it is in effect; and

WHEREAS, the City must also submit a Citizens Participation Plan, a Language Access Plan, due to the high percentage of non-native English, and also submit a draft of the 2021 Annual Action Plan and Budget, which may be revised;

WHEREAS, this one-year Action Plan contains the following proposed activities and budget for the City's 2021 Community Development Block Grant Entitlement Program;

Expenditures 2021	
Housing (In-Rem Property Program)	\$245,000
Housing (First Time Homebuyers Closing Cost Program)	\$30,000
Housing (Anti-Displacement Housing Stability Initiative)	\$80,000
Infrastructure Improvements	\$275,000
Economic Development	\$75,000
Neighborhood Services	\$10,000
Administration	\$130,000
TOTAL BUDGET	\$845,000

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Newburgh, New York does hereby approve and adopt the attached one-year Action Plan, subject to further revisions as may be necessary to meet federal requirements; and

BE IT FURTHER RESOLVED, that the City Council of the City of Newburgh, New York does hereby accept a grant allocation under the Community Development Block Grant Program in the amount of \$845,000.00, and in the event that award funding is greater than \$845,000.00, as presented in the FY 2021 CDBG Annual Action Plan, the additional funding will be applied in the established, corresponding projects of the existing FY 2021 CDBG Annual Action Plan; and

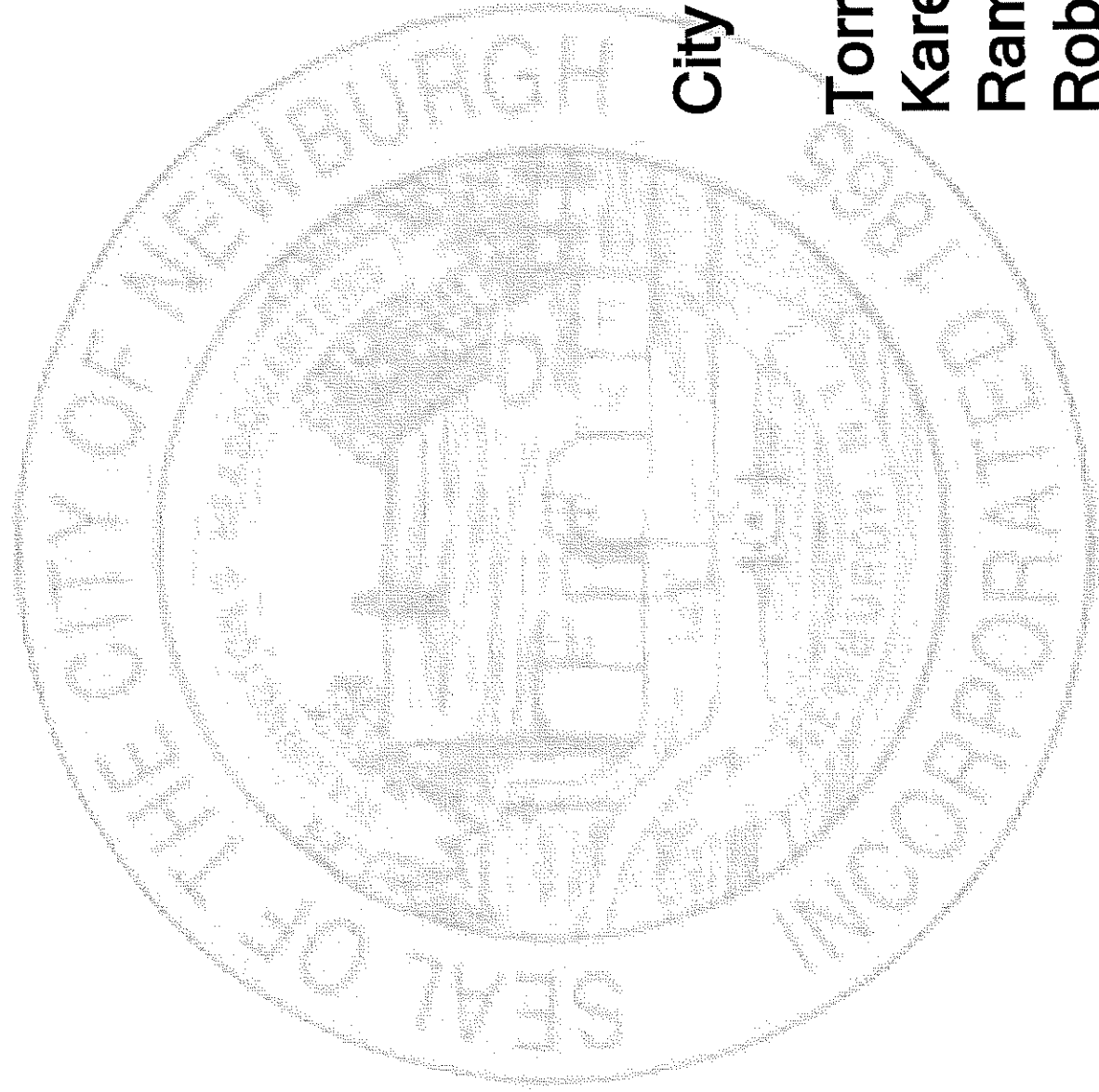
BE IT FURTHER RESOLVED, that the City Manager be and is hereby designated the official representative of the City of Newburgh and he is hereby authorized to submit the one-year Action Plan and execute the appropriate forms and certifications; that the City Manager be and is hereby further directed and authorized to act in connection with the submission of a one-year Action Plan and to provide such additional information as may be required; and that the City Manager be and is hereby authorized to execute all such contracts and documentation and take such further actions as may be appropriate and necessary to accept such grant and administer the programs funded thereby; and

BE IT FURTHER RESOLVED, that the Secretary of Housing and Urban Development be and hereby is assured full compliance by the City of Newburgh with said certifications.



Community Development Block Grant (“CDBG”) FY2021 Annual Action Plan

**Department of Planning &
Development
July, 2020**



City of Newburgh City Council:

Torrance Harvey, Mayor

Karen Mejia, Ward 1

Ramona Monteverde, Ward 2

Robert Sklarz, Ward 3

Patty Sofokles, Ward 4

Anthony Grice, At-Large

Omari Shakur, At-Large

City of Newburgh Community Development Goals - Refresher

- Economic Development without Displacement.
- Enhance outreach and communications with the community.
- Support a climate that values diversity, rewards independence, nourishes creativity, and brings all of us together.

Successful community building requires reestablishing trust, which takes time, patience, outreach and communication.



“CDBG” - Brief Primer

COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

- Community Development Block Grant (CDBG) - Administered by the U.S. Department of Housing and Urban Development (HUD)
- Allocated to local and state governments on a formula basis.
- The City of Newburgh is under the Orange County Consortium (Orange County, City of Newburgh, City of Middletown).
- The City of Newburgh is required to prepare and submit a Consolidated Plan that establishes goals for the use of CDBG funds. The new City of Newburgh Consolidated Plan: FY2020-FY2024
- Projects **MUST** be consistent with national priorities for CDBG:
 - Activities that benefit low- and moderate-income people;
 - The prevention or elimination of slums or blight; or
 - Community development activities to address an urgent threat to health or safety.

Proposed FY2021 CDBG Projects/Funding

Priority/Need Addressed	Project Name	Proposed Activities (Examples)	Project Funding
Projects Funded through Entitlement Grant	Housing	In Rem Property Program: To continue funding the salaries/benefits of 3 City of Newburgh Employees. Also fund materials needed to maintain foreclosed properties, such as snow shovels, weed wackers, locks/keys.	\$245,000.00
	Housing	Public Service Activity Subject to 15% Annual Allocation Cap. Funding to cover Closing Costs for first-time homebuyers through HUD approved Housing Counseling Program. Also includes program delivery cost.	\$30,000.00
	Housing	Public Service Activity Subject to 15% Annual Allocation Cap. Funding to support an "Anti-Displacement Housing Stability Initiative" through City of Newburgh Housing Partner.	\$80,000.00
Infrastructure Improvements	Infrastructure Improvements	To continue funding Curb Ramp & Sidewalk Improvements project.	\$275,000.00
Economic Development	Economic Development	Funding for business assistance such as Business Facade and Signage grants, Microenterprise Business Assistance, Workforce Training	\$75,000.00
Quality of Life Improvements	Neighborhood Services	Public Service Activity, Subject to 15% Annual Allocation Cap, Summer Film Festival, National Night Out	\$10,000.00
Administration	Administration	Program Administration, Staff Salary and Benefits, language translation services, program operating costs (including mailings), program trainings/conference.	\$130,000.00
Proposed Total FY2021 Allocation			\$845,000.00

Contingency Funding

If the actual annual allocation amount exceeds the proposed estimate, the project budgets will increase by:

Projects Funded through Entitlement Grant	Priority Need Addressed	Project Name	Proposed Activities (Examples)	% Project increase, if HUD allocation greater than proposed (approx.)
Housing	Housing	Housing	In Rem Property Program: To continue funding the salaries/benefits of 3 City of Newburgh Employees. Also fund materials needed to maintain foreclosed properties, such as snow shovels, weed wackers, locks/keys.	No Increase
		Housing	Public Service Activity Subject to 15% Annual Allocation Cap, Funding to cover Closing Costs for first-time homebuyers through HUD approved Housing Counseling Program. Also includes program delivery cost.	10%
		Housing	Public Service Activity Subject to 15% Annual Allocation Cap, Funding to support an "Anti-Displacement Housing Stability Initiative" through City of Newburgh Housing Partner.	30%
	Infrastructure Improvements	Infrastructure Improvements	To continue funding Curb Ramp & Sidewalk Improvements project.	10%
	Economic Development	Economic Development	Funding for business assistance such as Business Façade and Signage grants, Microenterprise Business Assistance, Workforce Training.	No Increase
	Quality of Life Improvements	Neighborhood Services	Public Service Activity, Subject to 15% Annual Allocation Cap, Summer Film Festival, National Night Out	No Increase
	Administration	Administration	Program Administration, Staff Salary and Benefits, language translation services, program operating costs (including mailings), program trainings/conference.	No Increase
Proposed Total FY2021 Allocation				

Contingency Funding

If the actual annual allocation amount is less than the proposed estimate, the project budgets will decrease by:

Projects Funded through Entitlement Grant	Priority Need Addressed	Project Name	Proposed Activities (Examples)	Project Funding	% Project decrease, if HUD allocation less than proposed (approx.)
	Housing	Housing	In Rem Property Program: To continue funding the salaries/benefits of 3 City of Newburgh Employees. Also fund materials needed to maintain foreclosed properties, such as snow shovels, weed wackers, locks/keys.	\$245,000.00	No Decrease
			Public Service Activity Subject to 15% Annual Allocation Cap, Funding to cover Closing Costs for first-time homebuyers through HUD approved Housing Counseling Program. Also includes program delivery cost.	\$30,000.00	10%
		Housing	Public Service Activity Subject to 15% Annual Allocation Cap, Funding to support an "Anti-Displacement Housing Stability Initiative " through City of Newburgh Housing Partner.	\$80,000.00	No Decrease
	Infrastructure Improvements	Infrastructure Improvements	To continue funding Curb Ramp & Sidewalk Improvements project.	\$275,000.00	No Decrease
			Funding for business assistance such as Business Façade and Signage grants, Microenterprise Business Assistance, Workforce Training.	\$75,000.00	No Decrease
	Quality of Life Improvements	Neighborhood Services	Public Service Activity, Subject to 15% Annual Allocation Cap, Summer Film Festival, National Night Out	\$10,000.00	10%
	Administration	Administration	Program Administration, Staff Salary and Benefits, language translation services, program operating costs (including mailings), program trainings/conference.	\$130,000.00	No Decrease
			Proposed Total FY2021 Allocation		

Project: Housing

Proposed Activities:

- In Rem Property Program
- First Time Home Buyers Closing Cost Assistance
- Anti-Displacement/Housing Stability Initiative Assistance

Proposed Housing Activity: In Rem Property Program

Budget: \$245,000.00

Description:

- Activity staffed by 2 full-time Department of Public Works employees and 1 employee of the Planning & Development Department dedicated to the in rem program.
- Provides maintenance and security of vacant properties. Keeps properties habitable, neighborhoods looking good, maintains/increases property values.

Proposed Housing Activity: First Time Home Buyers
Closing Cost Assistance

Budget: \$30,000.00

Description:

- Funding to cover Closing Costs for first-time homebuyers who have completed a HUD approved Housing Counseling Program in the City of Newburgh. Also includes program administration cost.

**Important: Public Service Activity subject to 15%
Annual Allocation Cap.**



Proposed Housing Activity: Anti-Displacement/ Housing Stability Initiative

Budget: \$80,000.00

Description:

- Funding to support an "Anti-Displacement Housing Stability Initiative" through City of Newburgh Housing Partner.

**Important: Public Service Activity subject to 15% of
Annual Allocation Cap.**



Proposed Infrastructure Improvements

Activity: Curb Ramp and Sidewalk

Upgrades

Budget: \$275,000.00

Description:

- Funding to continue funding Curb Ramp & Sidewalk Improvements project.

Proposed Economic Development Activity:

Business Assistance

Budget: \$75,000.00

Description:

- Funding for business assistance such as Business Façade and Signage grants, Microenterprise Business Assistance, Workforce Training.

Proposed Quality of Life Activity: (Need proposed activity information)

Budget: \$10,000.00

Description:

- 2021 Summer Film Festival
- National Night Out

Important: If Public Service Activity, subject to 15% Annual Allocation Cap.

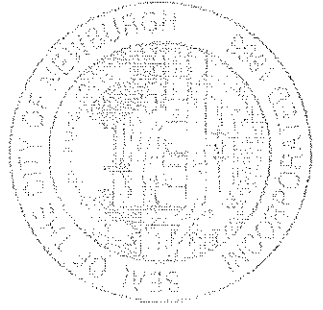
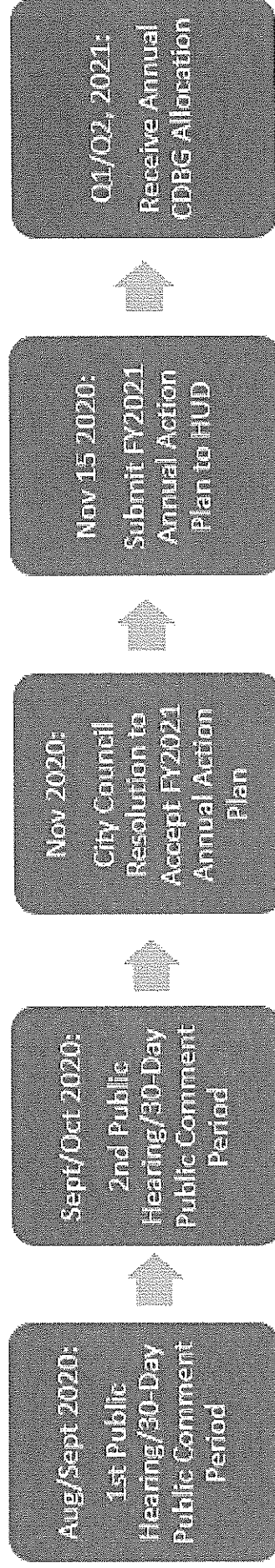
Proposed Activity: Administration

Budget: \$130,000.00

Description:

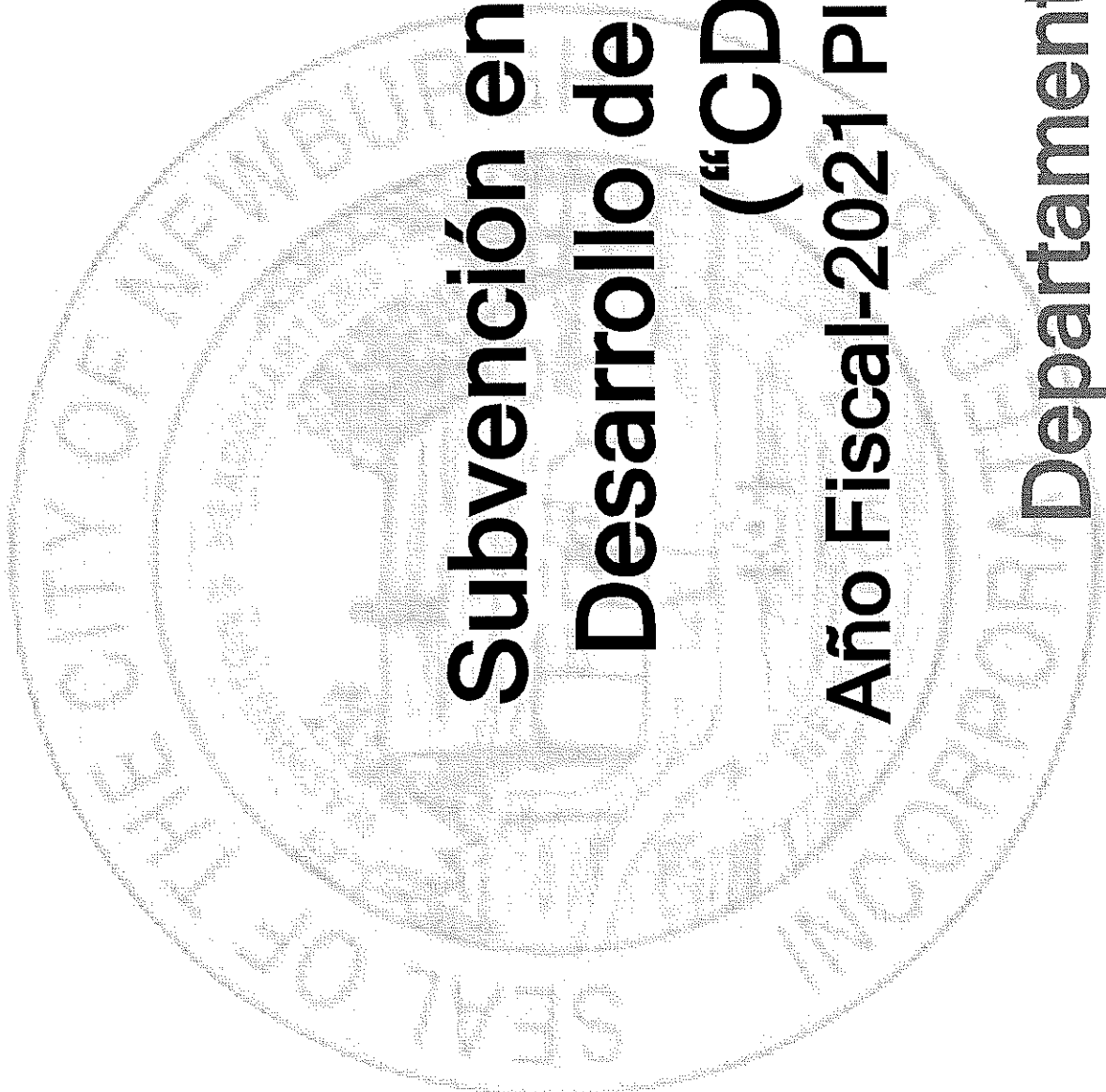
- Funding for program administration, staff salary and benefits, language translation services, program operating costs (including mailings), program trainings/conference.

FY2021 CDBG AAP Timeline



FY 2021 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROJECTS TIMELINE

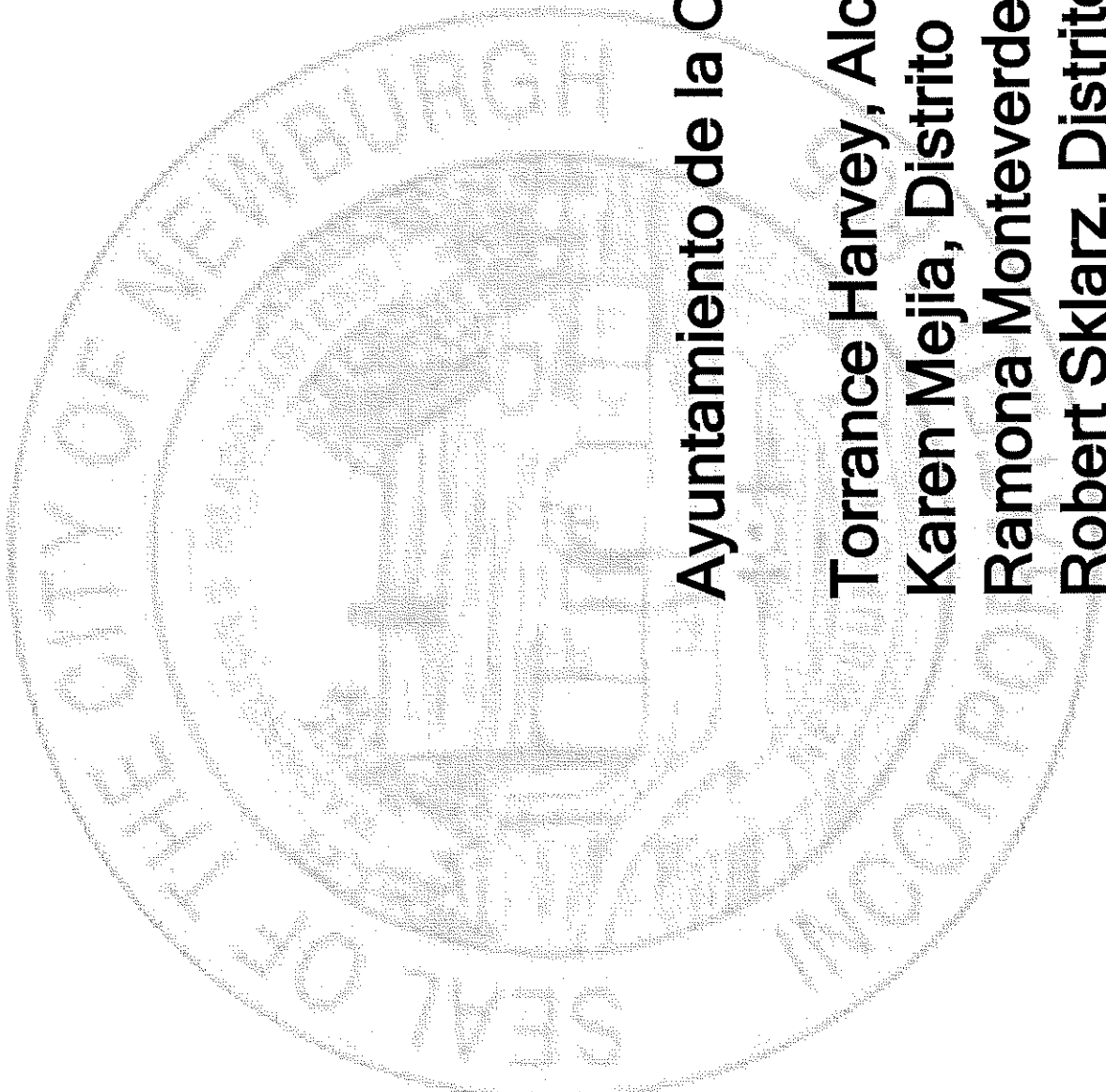


The seal of the City of Newburyport is a circular emblem. It features a central shield with a ship, surrounded by a wreath. The words "CITY OF NEWBURYPORT" are inscribed around the top inner edge, and "INCORPORATED 1842" is at the bottom. The seal is rendered in a light, faded gray.

Subvención en Bloque para el Desarrollo de la Comunidad ("CDBG")

Año Fiscal-2021 Plan Anual de Acción

**Departamento de Planeamiento
y Desarrollo
Julio de 2020**

The seal of the City of Newburgh is a circular emblem. It features a central shield with a sun rising over a river, with a bridge in the background. The shield is surrounded by a wreath. The outer ring of the seal contains the text "SEAL OF THE CITY OF NEWBURGH" at the top and "INCORPORATED 1784" at the bottom.

Ayuntamiento de la Ciudad de Newburgh:

Torrance Harvey, Alcalde

Karen Mejia, Distrito Municipal 1

Ramona Monteverde, Distrito Municipal 2

Robert Sklarz, Distrito Municipal 3

Patty Sofokles, Distrito Municipal 4

Anthony Grice, Representante Independiente

Omari Shakur, Representante Independiente

Metas para el Desarrollo Comunitario de la Ciudad de Newburgh - Actualización

- Desarrollo Económico sin Desplazamiento.
- Mejorar el alcance y comunicaciones con la comunidad.
- Apoyar un ambiente que valore la diversidad, recompense la independencia, alimente la creatividad, y nos reúna a todos.

El éxito de la construcción de una comunidad requiere reestablecer la confianza; lo que lleva tiempo, paciencia, comunicación y la inclusión de todos.



“CDBG” – Breve Introducción

COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

- Subvención en Bloque para el Desarrollo de la Comunidad (CDBG) - Administrado por el Departamento de Vivienda y Desarrollo Urbano de Estados Unidos (HUD).
- Adjudicado a los gobiernos locales y estatales sobre la base de una fórmula.
- La Ciudad de Newburgh está bajo el Consorcio del Condado de Orange (Condado de Orange, Ciudad de Newburgh, Ciudad de Middletown).
- Se requiere que la Ciudad de Newburgh prepare y presente un Plan General que establezca metas para el uso de los fondos CDBG. El nuevo Plan General de la Ciudad de Newburgh: Año Fiscal-2020 - Año Fiscal-2024
- Los proyectos DEBEN ser consistentes con las prioridades nacionales del CDBG:
 - Actividades que beneficien a las personas de bajos-o-moderados ingresos;
 - La prevención o eliminación de barriadas precarias o barrios arruinados; o
 - Las actividades de desarrollo de la comunidad que abarquen las amenazas urgentes a la salud o seguridad.

Propuesta: Año Fiscal-2021 CDBG

Proyectos/Financiación

Proyectos Financiados a través de Subvención Correspondiente por Derecho	Necesidad Prioritaria Abordada	Nombre del Proyecto	Actividades Propuestas (Ejemplos)	Fondos del Proyecto
Vivienda	Vivienda	Vivienda	En-Efecto, Programa de Propiedades Embargadas: Continuar la financiación de salarios/beneficios de 3 Empleados de la Ciudad de Newburgh. Además, financiar materiales necesarios para el mantenimiento de propiedades embargadas, como ser: palas para nieve, bordeadoras, cerraduras/llaves.	\$245,000.00
		Vivienda	Servicio de Actividades Públicas Sujeto a Límite de 15% de Adjudicación Anual, Fondos para cubrir los Costes de Cierre para compradores-de-vivienda-por-primera-vez a través del Programa de Asesoramiento a la Vivienda, aprobado por HUD. Además incluye los costes de prestación del programa.	\$30,000.00
		Vivienda	Servicio de Actividades Públicas Sujeto a Límite de 15% de Adjudicación Anual, Fondos para apoyar la "Iniciativa de Estabilidad/Anti-Desplazamiento de la Vivienda" a través de Vivienda Asociada de la Ciudad de Newburgh.	\$80,000.00
Mejoramientos de Infraestructura	Mejoramientos de Infraestructura		Continuar la financiación del proyecto de Mejoramiento de Rampas-en-Bordillos y Aceras.	\$275,000.00
		Desarrollo Económico	Fondos para la asistencia a negocios, como ser, subvención para Carteles y Fachadas de Negocios, Asistencia a Microemprendedores de Negocios, Entrenamiento de Trabajadores.	\$75,000.00
		Mejoramiento de Calidad de Vida	Servicio de Actividades Públicas Sujeto a Límite de 15% de Adjudicación Anual, Festival de Cine de Verano, Noche Nacional de Salida Nocturna.	\$10,000.00
Administración	Administración		Administración de Programas, Salario y Beneficios del Personal, Servicios de Traducción, Costes Operativos del Programa (Incluyendo correo), Entrenamiento/Conferencia.	\$130,000.00
			Adjudicación Total Propuesta para el Año Fiscal-2021	\$845,000.00

Financiación de Contingencia

Si el monto de la actual adjudicación anual excede el estimado propuesto, el presupuesto del proyecto se incrementará en:

Proyectos Financiados a través de Subvención Correspondiente por Derecho	Necesidad Prioritaria Abordada	Nombre del Proyecto	Actividades Propuestas (Ejemplos)	% de incremento del proyecto, si la asignación de HUD es mayor que la propuesta (aprox.)
Derecho	Vivienda	Vivienda	En-Efecto, Programa de Propiedades Embargadas: Continuar la financiación de salarios/beneficios de 3 Empleados de la Ciudad de Newburgh. Además, financiar materiales necesarios para el mantenimiento de propiedades embargadas, como ser: palas para nieve, bordeadoras, cerraduras/llaves.	Sin incremento
		Vivienda	Servicio de Actividades Públicas Sujeto a Límite de 15% de Adjudicación Anual, Fondos para cubrir los Costes de Cierre para compradores-de-vivienda-por-primera-vez a través del Programa de Asesoramiento a la Vivienda, aprobado por HUD. Además incluye los costes de prestación del programa.	10%
		Vivienda	Servicio de Actividades Públicas Sujeto a Límite de 15% de Adjudicación Anual, Fondos para apoyar la "Iniciativa de Estabilidad/Anti-Desplazamiento de la Vivienda" a través de Vivienda Asociada de la Ciudad de Newburgh.	30%
	Mejoramientos de Infraestructura	Mejoramientos de Infraestructura	Continuar la financiación del proyecto de Mejoramiento de Rampas-en-Bordillos y Aceras.	10%
	Desarrollo Económico	Desarrollo Económico	Fondos para la asistencia a negocios, como ser, subvención para Carteles y Fachadas de Negocios; Asistencia a Microemprendedores de Negocios; Entrenamiento a Trabajadores.	Sin incremento
	Mejoramiento de Calidad de Vida	Servicios en los Barrios	Servicio de Actividades Públicas Sujeto a Límite de 15% de Adjudicación Anual, Festival de Cine de Verano, Noche Nacional de Salida Nocturna.	Sin incremento
	Administración	Administración	Administración de Programas, Salario Y Beneficios del Personal, Costes Operativos del Programa (incluyendo correo), Servicios de Traducción, Entrenamiento/Conferencia	Sin incremento

Financiación de Contingencia

Si el monto de la actual adjudicación anual es menor que el estimado propuesto, el presupuesto del proyecto disminuirá en:

Proyectos Financiados a través de Subvención Correspondiente por Derecho	Necesidad Prioritaria Abordada	Nombre del Proyecto	Actividades Propuestas (Ejemplos)	Fondos del Proyecto	% de disminución del proyecto si la adjudicación de HUD es menor que la propuesta (aprox.)
	Vivienda	Vivienda	En-Efecto. Programa de Propiedades Embargadas: Continuar la financiación de salarios/beneficios de 3 Empleados de la Ciudad de Newburgh. Además, financiar materiales necesarios para el mantenimiento de propiedades embargadas, como ser: palas para nieve, bordeadoras, cerraduras/llaves.	\$245,000.00	Sin Disminución
		Vivienda	Servicio de Actividades Públicas Sujeto a Límite de 15% de Adjudicación Anual. Fondos para cubrir los Costes de Cierre para compradores-de-vivienda-por-primera-vez a través del Programa de Asesoramiento a la Vivienda, aprobado por HUD. Además incluye los costes de prestación del programa.	\$30,000.00	10%
		Vivienda	Servicio de Actividades Públicas Sujeto a Límite de 15% de Adjudicación Anual. Fondos para apoyar la "iniciativa de Estabilidad/Anti-Desplazamiento de la Vivienda" a través de Vivienda Asociada de la Ciudad de Newburgh.	\$80,000.00	Sin Disminución
	Mejoramientos de Infraestructura	Mejoramientos de Infraestructura	Continuar la financiación del proyecto de Mejoramiento de Rampas-en-Bordillos y Aceras.	\$275,000.00	Sin Disminución
	Desarrollo Económico	Desarrollo Económico	Fondos para la asistencia a negocios, como ser, subvención para Carteles y Fachadas de Negocios, Asistencia a Microempreendedores de Negocios, Entrenamiento a Trabajadores.	\$75,000.00	Sin Disminución
	Mejoramiento de Calidad de Vida	Servicios en los Barrios	Servicio de Actividades Públicas Sujeto a Límite de 15% de Adjudicación Anual, Festival de Cine de Verano, Noche Nacional de Salida Nocturna.	\$10,000.00	10%
	Administración	Administración	Administración de Programas, Salario y Beneficios del Personal, Costes Operativos del Programa (incluyendo	\$130,000.00	Sin Disminución

Proyecto: Vivienda

Actividades Propuestas:

- En-Efecto Programa de Propiedades
- Asistencia a Costes de Cierre para Compradores-de-Vivienda-por-primera-vez
- Asistencia a la Iniciativa de
- Anti-Desplazamiento/Estabilidad Habitacional

Actividad Propuesta para Vivienda: En-Efecto Programa de Propiedades

Presupuesto: \$245,000.00

Descripción:

- La Actividad financia a 2 empleados a-tiempo-completo del Departamento de Obras Públicas y 1 empleado del Departamento de Planeamiento y Desarrollo dedicados al programa En-Efecto.
- Provee mantenimiento y seguridad para propiedades vacantes. Mantiene las propiedades habitables, el buen aspecto de los barrios, mantiene/aumenta el valor de las propiedades.

Actividad Propuesta para Vivienda: Asistencia a Costes de Cierre para Compradores-de-Vivienda-por-Primera-Vez

Presupuesto: \$30,000.00

Descripción:

- Financiación para cubrir los Costes de Cierre para los compradores-de-vivienda-por-primera-vez que hayan completado el Programa de Asesoramiento a la Vivienda aprobado por HUD, en la Ciudad de Newburgh. Además incluye el coste de administración del programa.



**Importante: Servicio de Actividades Públicas
Sujeto a Límite de 15% de Adjudicación Anual.**

Actividad Propuesta para Vivienda: Iniciativa de Estabilidad/Anti-Desplazamiento de la Vivienda
Presupuesto: \$80,000.00

Descripción:

- Financiación para apoyar la "Iniciativa de Estabilidad/Anti-Desplazamiento de la Vivienda" a través de programa de Vivienda Asociada de la Ciudad de Newburgh.

Importante: Servicio de Actividades Públicas Sujeto a Límite de 15% de Adjudicación Anual.

Actividad Propuesta para Mejoramiento
de Infraestructura: Mejoramiento de
Rampas en Bordillos y Aceras
Presupuesto: \$275,000.00

Descripción:

- Fondos para continuar la financiación
del proyecto de Mejoramiento de
Rampas en Bordillos y Aceras.

Actividad Propuesta para Desarrollo Económico: Asistencia a Negocios

Presupuesto: \$75,000.00

Descripción:

- Financiación de asistencia a negocios, como ser, subvención para Fachadas de Negocios y Carteles, Asistencia de negocios a Microemprendimientos, Entrenamiento de Trabajadores.

Actividad Propuesta para Calidad de Vida:
(Se necesita información de la actividad propuesta)

Presupuesto: \$10,000.00

Descripción:

- 2021 Festival de Cine de Verano
- Noche Nacional de Salida Nocturna

Importante: Si es una Actividad de Servicio Público, Sujeto a Límite de 15% de Adjudicación Anual.



Actividad Propuesta: Administración

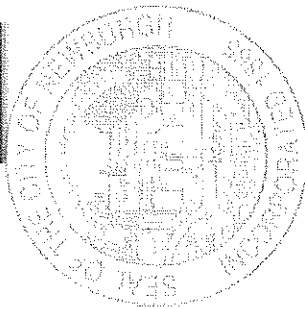
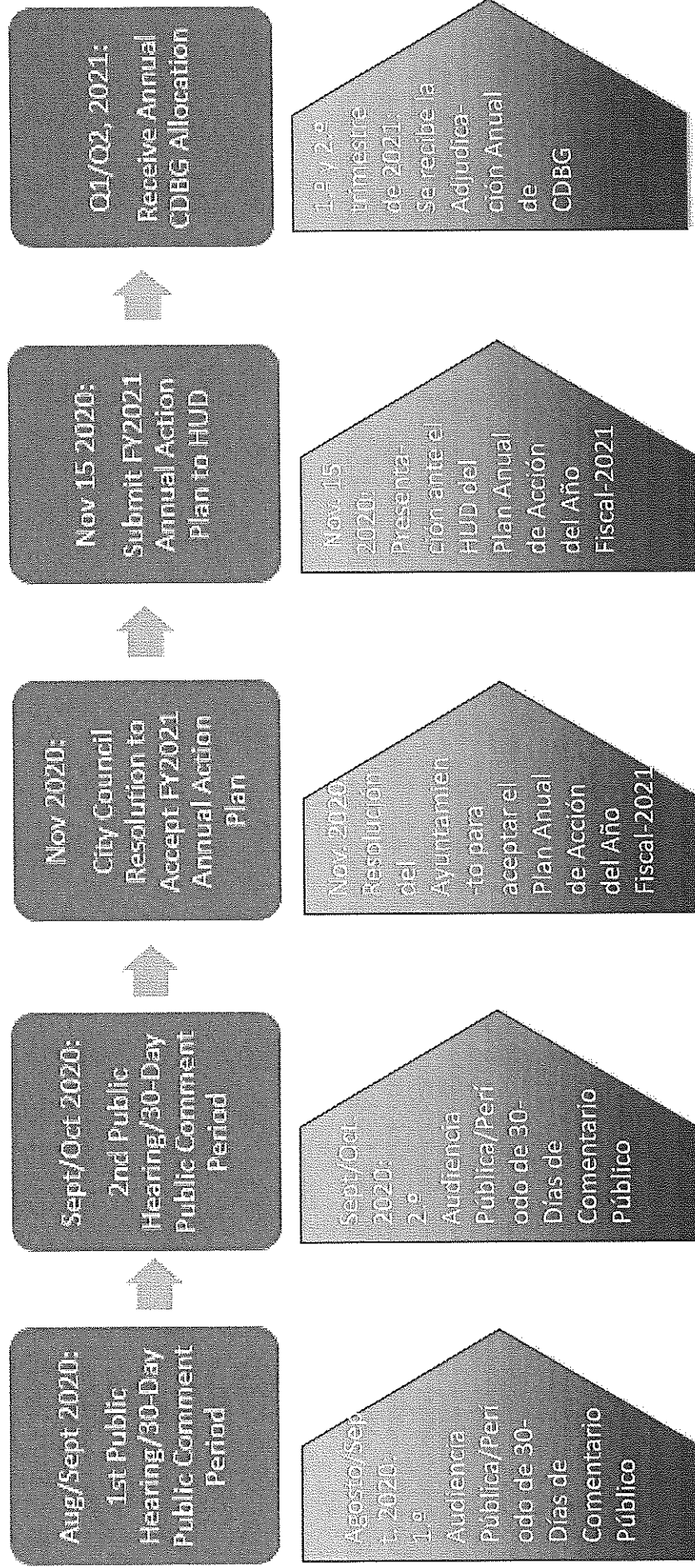
Presupuesto: \$130,000.00

Descripción:

- Fondos para la administración del programa, salario y beneficios del personal, servicios de traducción, costes de operación del programa (incluye correo), programa de entrenamientos/conferencias.

Año Fiscal-2021 CDBG - Línea del Tiempo

del Plan Anual de Acción



**Año Fiscal-2021 - SUBVENCIÓN EN BLOQUE PARA EL
DESARROLLO DE LA COMUNIDAD (CDBG)
LÍNEA DEL TIEMPO DE LOS PROYECTOS**



RESOLUTION NO.: 273 - 2020

OF

NOVEMBER 9, 2020

**A RESOLUTION AUTHORIZING THE CITY MANAGER
TO EXECUTE AN AMENDED PROFESSIONAL SERVICES
CONTRACT WITH LEGAL SERVICES OF THE HUDSON VALLEY
TO PROVIDE COMMUNITY EDUCATIONAL SERVICES
IN CONNECTION WITH THE CITIES RISE PHASE III GRANT**

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

WHEREAS, part of the City's grant application included working with Legal Services of the Hudson Valley to provide educational services to the Newburgh community regarding housing rights and housing code awareness; and

WHEREAS, by Resolution No. 75-2020, the City Council authorized the City Manager to execute a professional services contract with LSHV to provide community educational services in connection with the Cities RISE Phase III grant ("Original Contract"); and

WHEREAS, delivering the services contemplated in the Original Contract has become impossible as a result of the COVID-19 pandemic and the social distancing rules and regulations currently in effect in New York State; and

WHEREAS, the COVID-19 pandemic has caused the City and LSHV to evaluate the timing and delivery of the services contemplated in the Original Contract, in order to provide maximum impact for the Newburgh community; and

WHEREAS, the City Council and LSHV wish to engage in an alternative arrangement whereby LSHV can provide educational services to the Newburgh community regarding housing rights and housing code awareness as contemplated in the Original Contract, while complying with the social distancing rules and regulations currently in effect in New York State;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to execute an amended contract with Legal Services of the Hudson Valley to provide professional services for community educational activities in connection with Cities for Responsible Investment and Strategic Enforcement ("Cities RISE") Phase III grant.

CONTRACT FOR SERVICES

This Contract for Services ("Contract"), by and among the **CITY OF NEWBURGH, NEW YORK**, a New York municipal corporation, having its principal office located at 83 Broadway, Newburgh, New York 12550 (the "City") and **LEGAL SERVICES OF THE HUDSON VALLEY**, a New York not-for-profit corporation, having its principal place of business at 90 Maple Avenue, White Plains, New York 10604 ("LSHV"), is made as of this _____, 2020, as follows:

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

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

WHEREAS, part of the City's grant application included working with LSHV to provide educational services to the Newburgh community regarding housing rights and housing code awareness; and

WHEREAS, by Resolution No. 75-2020, the City authorized the City Manager to execute a professional services contract with LSHV to provide community educational services in connection with the Cities RISE Phase III grant ("Original Contract"); and

WHEREAS, delivering the services contemplated in the Original Contract has become impossible as a result of the COVID-19 pandemic and the social distancing rules and regulations currently in effect in New York State; and

WHEREAS, the COVID-19 pandemic has caused the City and LSHV to evaluate the timing and delivery of the services contemplated in the Original Contract, in order to provide maximum impact for the Newburgh community; and

WHEREAS, the City and LSHV wish to engage in an alternative arrangement whereby LSHV can provide educational services to the Newburgh community regarding housing rights and housing code awareness as contemplated in the Original Contract, while complying with the social distancing rules and regulations currently in effect in New York State;

NOW, THEREFORE, it is agreed as follows:

I SPECIFIC TERMS OF AGREEMENT

1. LSHV will provide one (1) staff attorney per session who is familiar with state and local housing rights and housing codes, who will provide general information and general education on state and local housing rights and housing codes ("Services"), on an appointment basis via Zoom, Skype, or some other teleconference application, to members of the community.

2. LSHV shall provide the Services for twelve (12) sessions for a period of four (4) consecutive hours per session, according to a schedule more fully set forth in **Schedule A**, annexed hereto.
3. LSHV shall be solely responsible for providing the technological applications necessary to provide the Services.
4. Should social distancing rules and regulations currently in effect in New York State be completely lifted or otherwise fully expire during the period of time that Services are required for delivery herein, LSHV shall provide the remaining number of deliverable sessions in a "live" setting. Session sites shall be held at either Community Voices Heard (377 Broadway, Newburgh), the Newburgh Ministry (9 Johnston Street, Newburgh), or the Newburgh Free Library (124 Grand Street). LSHV shall be solely responsible for securing those sites to deliver the remaining Services. Session times shall be held during the periods set forth in Schedule A to the extent practicable.
5. As consideration for the Services provided, the City shall pay LSHV a sum of twenty-five thousand and 00/100 dollars (\$25,000.00), said sum being a part of the Cities RISE grant that was awarded to the City. Said sum shall be paid in installments, with the first installment being \$3,000 after delivery of the first session of services and the remaining installments being \$2,000 after delivery of the each of the remaining 11 sessions. Payment shall be remitted within 30 days after the City is in receipt of LSHV's invoice documenting completion of a session. Invoices shall be provided to:

City of Newburgh
Department of Planning and Development
123 Grand Street
Newburgh, New York 12550

6. LSHV shall also organize a minimum of three (3) and maximum of six (6), "virtual" housing rights/housing codes workshops ("Workshops"). Each workshop session shall last between one (1) and two (2) hours. The workshops shall collectively total six (6) hours of time. At least three (3) of the Workshop hours shall be outside of the regular business day (i.e. outside of 9 a.m. to 5 p.m., Monday through Friday). The Workshops may be held over the period of several days or weeks, at LSHV's discretion according to the schedule more fully set forth in **Schedule A**, annexed hereto. LSHV shall advertise the time and date of each Workshop at least 10 days in advance on both its website and in its local Newburgh office. LSHV shall also make the City aware of the date and time of each Workshop no later than 10 days in advance of the actual Workshop date.
7. LSHV shall be solely responsible for providing technological applications necessary to provide the Workshop service.
8. As consideration for the Workshop services provided, and after the 6 total hours of Workshops have been held, the City shall pay LSHV a sum of five thousand and 00/100 dollars (\$5,000.00), said sum being in addition to the consideration referred to in paragraph 5. Payment shall be remitted within 30 days after the City is in receipt of LSHV's invoice

documenting completion of the 6 Workshop hours. Invoice shall be provided to:

City of Newburgh
Department of Planning and Development
123 Grand Street
Newburgh, New York 12550

II GENERAL TERMS OF AGREEMENT

9. Executory Clause. The City shall have no liability under this Agreement to LSHV or to anyone else beyond funds appropriated and available for this Agreement.
10. Procurement of Agreement. LSHV represents and warrants that no person or selling agency has been employed or retained by LSHV to solicit or secure this Agreement upon an agreement or upon an understanding for a commission, percentage, a brokerage fee, contingent fee or any other compensation. LSHV further represents and warrants that no payment, gift or thing of value has been made, given or promised to obtain this or any other agreement between the parties. LSHV makes such representations and warranties to induce the City to enter into this Agreement and the City relies upon such representations and warranties in the execution hereof. For a breach or violation of such representations or warranties, the City shall have the right to annul this Agreement without liability, entitling the City to recover all monies paid hereunder and LSHV shall not make claim or be entitled to recover, any sum or sums otherwise due under this Agreement. This remedy, if effected, shall not constitute the sole remedy afforded the City for such falsity or breach, nor shall it constitute a waiver of the City's right to claim damages or otherwise refuse payment or to take any other action provided for by law or pursuant to this Agreement.
11. Conflict of Interest. LSHV represents and warrants that neither it nor any of its directors, officers, members, partners or employees, have any interest nor shall they acquire any interest, directly or indirectly which would or may conflict in any manner or degree with the performance or rendering of the services herein provided. LSHV further represents and warrants that in the performance of this Agreement, no person having such interest or possible interest shall be employed by it and that no elected official or other officer or employee of the City, nor any person whose salary is payable, in whole or in part, by the City or any corporation, partnership or association in which such official, officer or employee is directly or indirectly interested shall have any such interest, direct or indirect, in this Agreement or in the proceeds thereof, unless such person submits a letter disclosing such an interest, or the appearance or potential of same, to the City Manager and a copy to the Corporation Counsel of the City in advance of the negotiation and execution of this Agreement. For failure to submit such letter of disclosure, or for a breach or violation of such representations or warranties, the City shall have the right to annul this Agreement without liability, entitling the City to recover all monies paid hereunder and LSHV shall not make claim for, or be entitled to recover, any sum or sums otherwise due under this Agreement. This remedy, if elected, shall not constitute the sole remedy afforded the City for such falsity or breach, nor shall it constitute a waiver of the City's right to claim damages or otherwise refuse payment to or to take any other action provided for by law, in equity or pursuant to this Agreement.

12. Fair Practices. LSHV and each person signing on behalf of the LSHV represents, warrants and certifies, that to the best of their knowledge and belief:

- a. The prices in this Agreement have been arrived at independently by LSHV without collusion, consultation, communication, or agreement with any other bidder, proposer or with any competitor as to any matter relating to such prices which has the effect of, or has as its purpose, restricting competition;
- b. Unless otherwise required by law, the prices which have been quoted in this Agreement and on the proposal or quote submitted by LSHV have not been knowingly disclosed by LSHV prior to the communication of such quote to the City or the proposal opening directly or indirectly, to any other bidder, proposer or to any competitor; and
- c. No attempt has been made or will be made by LSHV to induce any other person, partnership, corporation or entity to submit or not to submit a proposal or quote for the purpose of restricting competition.

13. Independent Contractor. In performing the services and/or supplying goods and incurring expenses under this Agreement, LSHV shall operate as, and have the status of, an independent contractor and shall not act as agent, or be an agent, of the City. As an independent contractor, LSHV shall be solely responsible for determining the means and methods of performing the services and/or supplying of the goods and shall have complete charge and responsibility for LSHV's personnel engaged in the performance of the same. In accordance with such status as independent contractor, LSHV covenants and agrees that neither it nor its employees or agents will hold themselves out as, nor claim to be officers or employees of the City, or of any department, agency or unit thereof by reason hereof, and that they will not, by reason hereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the City including, but not limited to, Worker's Compensation coverage, health coverage, Unemployment Insurance Benefits, Social Security coverage or employee retirement membership or credit.

14. No Assignment. LSHV shall not assign any of its rights, interest or obligations under this Agreement, or subcontract any of the services to be performed by it under this Agreement, without the prior express written consent of the City Manager of the City. Any such subcontract, assignment, transfer, conveyance, or other disposition without such prior consent shall be void and any services provided thereunder will not be compensated. Any subcontract or assignment properly consented to by the City shall be subject to all of the terms and conditions of this Agreement. Failure of LSHV to obtain any required consent to any assignment, shall be grounds for termination for cause, at the option of the City and if so terminated, the City shall thereupon be relieved and discharged from any further liability and obligation to LSHV, its assignees or transferees, and all monies that may become due under this Agreement shall be forfeited to the City except so much thereof as may be necessary to pay LSHV's employees for past service. The provisions of this clause shall not hinder, prevent, or affect any assignment by LSHV for the benefit of its creditors made pursuant to the laws of the State of New York.

15. Books and Records. LSHV agrees to maintain separate and accurate books, records, documents and other evidence and accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Agreement.
16. Retention of Records. LSHV agrees to retain all books, records and other documents relevant to this Agreement for six (6) years after the final payment or termination of this Agreement, whichever later occurs.
17. Audit by City. All Claimant Certification forms or invoices presented for payment to be made hereunder, and the books, records and accounts upon which said Claimant's Certification forms or invoices are based are subject to audit by the City. LSHV shall submit any and all documentation and justification in support of expenditures or fees under this Agreement as may be required by the City so that it may evaluate the reasonableness of the charges, and LSHV shall make its records available to the City upon request. All books, Claimant's Certification forms, records, reports, cancelled checks and any and all similar material may be subject to periodic inspection, review and audit by the City, the State of New York, the federal government, and/or other persons duly authorized by the City. Such audits may include examination and review of the source and application of all funds whether from the City, State, the federal government, private sources or otherwise. LSHV shall not be entitled to any interim or final payment under this Agreement if any audit requirements and/or requests have not been satisfactorily met.
18. Indemnification. LSHV agrees to defend, indemnify and hold harmless the City, including its officials, employees and agents, against all claims, losses, damages, liabilities, costs or expenses (including, without limitation, reasonable attorney fees and costs of litigation and/or settlement), whether incurred as a result of a claim by a third party or any other person or entity, arising out of the services performed and/or goods supplied pursuant to this Agreement which the City or its officials, employees or agents, may suffer by reason of any negligence, fault, act or omission of LSHV, its employees, representatives, subcontractors, assignees, or agents. In the event that any claim is made or any action is brought against the City in this case, the City shall have the right to withhold further payments hereunder for the purpose of set-off of sufficient sums to cover the said claim or action. The rights and remedies of the City provided for in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or this Agreement.
19. Confidential Information. In the course of providing the services hereunder, LSHV may acquire knowledge or come into possession of confidential, sensitive or proprietary information belonging to City. LSHV agrees that it will keep and maintain such information securely and confidentially, and not disclose such information to any third parties, including the media, nor use such information in any manner publicly or privately, without receiving the prior approval, in writing, of the City authorizing such use. LSHV's obligations under this clause to maintain the confidentiality of such information and to refrain from using such information in any manner without the prior written approval of the City shall survive the termination or expiration of this Agreement.

20. Termination. The City, upon 10 days written notice to LSHV, may terminate this Agreement in whole or in part when the City deems it to be in its best interest. In such event, LSHV shall be compensated and the City shall be liable only for payment for services already rendered in this Agreement prior to the effective date of termination. Upon receipt of notice that the City is terminating this Agreement in its best interests, LSHV shall stop work immediately and incur not further costs in furtherance of this Agreement without express written approval of the City Manager.
21. General Release. The acceptance by LSHV or its assignees of the final payment under this Agreement, whether by Claimant's Certification form, judgment of any court of competent jurisdiction, or administrative means shall constitute and operate as a general release to the City from any and all claims of LSHV arising out of the performance of this Agreement.
22. Set-Off Rights. The City shall have and retain all of its common law, equitable and statutory rights of set-off.
23. No Arbitration. Any and all disputes involving this Agreement, including the breach or alleged breach thereof, may not be submitted to arbitration unless specifically agreed thereto in writing by the City Manager of the City, but must instead only be heard in the Supreme Court of the State of New York, with venue in Orange County or if appropriate, in the Federal District Court with venue in the Southern District of New York, White Plains division.
24. Governing Law. This Agreement shall be governed by the laws of the State of New York. LSHV shall render all services under this Agreement in accordance with applicable provisions of all federal, state and local laws, rules and regulations as are in effect at the time such services are rendered.
25. Current or Former City Employees. LSHV represents and warrants that it shall not retain the services of any City employee or former City employee in connection with this Agreement or any other agreement that said LSHV has or may have with the City without the express written permission of the City. This limitation period covers the preceding three (3) years or longer if the City employee or former City employee has or may have an actual or perceived conflict of interests due to their position with the City. For a breach or violation of such representations or warranties, the City shall have the right to annul this Agreement without liability, entitling the City to recover all monies paid hereunder and LSHV shall not make claim for or be entitled to recover, any sum or sums otherwise due under this Agreement. This remedy, if effected, shall not constitute the sole remedy afforded the City for such falsity or breach, nor shall it constitute a waiver of the City's right to claim damages or otherwise refuse payment or to take any other action provided for by law or pursuant to this Agreement.
26. No Modification. No changes, amendments or modifications of any of the terms and/or conditions of this Agreement shall be valid unless reduced to writing and signed by the party to be bound.
27. Entire Agreement. The rights and obligations of the parties and their respective agents,

successors and assignees shall be subject to and governed by this Agreement, including Schedule A, which supersedes any other understandings or writings between or among the parties.

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[Schedule A to follow.]

DRAFT

SCHEDULE A – Services Schedule

1. Eight sessions shall be completed within ten months of the date of this contract. Sessions shall be spread out as much as practicable during the ten month period, and shall be held at a variety of days of the week and times of day, in LSHV's discretion.
2. Four sessions shall be held after the final expiration of the residential tenant eviction moratorium date imposed by the New York States Tenant Safe Harbor Act and any applicable order of the Governor of New York State and shall be spread out as much as is practicable within four months after the final expiration of the abovementioned residential tenant eviction moratorium, and shall be held at a variety of days of the week and times of day. Should the above-mentioned moratorium still be in effect as of August 1 2021, LSHV is authorized to proceed with holding the remaining four sessions. These four remaining sessions shall be spread out as much as is practicable during the remainder of the contract term and shall be held on a variety of days of the week and times of day. All twelve sessions shall be completed no later than March 1, 2022.
3. The Workshops shall be held no earlier than the final expiration of the residential tenant eviction moratorium date imposed by New York State's Tenant Safe Harbor Act and any applicable order of the Governor of New York State, and in accordance with paragraph 6, above. Should the above-mentioned moratorium still be in effect as of August 1, 2021, LSHV is authorized to hold the Workshops and spread out the timing of the Workshops as much as is practicable during the remainder of the contract term and shall be held on a variety of days of the week and times of day. All Workshops shall be completed no later than March 1, 2022.

IN WITNESS WHEREOF, the City and LSHV have caused this Contract to be executed in their respective names by their duly authorized representatives and their respective seals to be hereunder affixed, all as of the date above-written.

DATED: _____, 2020

CITY OF NEWBURGH

By: _____

Name: Joseph P. Donat

Title: City Manager

Per Resolution No.: _____-2020

DATED: _____, 2020

LEGAL SERVICES OF THE HUDSON VALLEY

By: _____

Name: Barbara Finkelstein, Esq.

Title: Chief Executive Officer

RESOLUTION NO.: 274 - 2020

OF

NOVEMBER 9, 2020

A RESOLUTION TO APPOINT COMMISSIONERS OF DEEDS
FOR JANUARY 1, 2021 THROUGH DECEMBER 31, 2022

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Newburgh, New York, that the following persons be appointed as Commissioners of Deeds for the period beginning January 1, 2021 and expiring December 31, 2022, pursuant to the City Charter of the City of Newburgh §C6.95, and the Executive Law of the State of New York, §139:

Theresa Cramer (Board of Ed.)
10 Hob Street
Newburgh, NY 12550

Susan Kaplan (Board of Ed.)
7 Salisbury Lane
Warwick, NY 10990

Michael McLymore, Sr. (Board of Ed)
1573 Rt. 300
Newburgh, NY 12550

Katrina Cotten
25 Clark Street
Newburgh, NY 12550

Vickiana Demora
48 Larter Avenue
Newburgh, NY 125550

Lorene Vitek
8 Continental Drive
New Windsor, NY 12553

Eliana Diaz
1 Chadwick Gardens, #13
Newburgh, NY 12550

Autumn Resto
45 Fleetwood Drive
Newburgh, NY 12550

Omar Balbuena-Palma
41 Hawthorne Ave., #R1
Newburgh, NY 12550

LOCAL LAW NO.: 3 - 2020

OF

NOVEMBER 9, 2020

**A LOCAL LAW AUTHORIZING A PROPERTY TAX LEVY IN EXCESS OF THE LIMIT
ESTABLISHED IN GENERAL MUNICIPAL LAW SECTION 3-c**

BE IT ENACTED by the City Council of the City of Newburgh as follows:

SECTION 1. LEGISLATIVE INTENT

It is the intent of this local law to allow the City of Newburgh to adopt a budget for the fiscal year commencing January 1, 2021 that requires a real property tax levy in excess of the "tax levy limit" as defined by General Municipal Law Section 3-c.

SECTION 2. AUTHORITY

This local law is adopted pursuant to subdivision 5 of General Municipal Law Section 3-c, which expressly authorizes a local government's governing body to override the property tax cap for the coming fiscal year by the adoption of a local law approved by a vote of sixty percent (60%) of said governing body.

SECTION 3. TAX LEVY LIMIT OVERRIDE

The City Council of the City of Newburgh, County of Orange, is hereby authorized to adopt a budget for the fiscal year commencing January 1, 2021 that requires a real property tax levy in excess of the amount otherwise prescribed in General Municipal Law Section 3-c.

SECTION 4. SEVERABILITY

If a court determines that any clause, sentence, paragraph, subdivision, or part of this local law or the application thereof to any person, firm or corporation, or circumstance is invalid or unconstitutional, the court's order or judgment shall not affect, impair, or invalidate the remainder of this local law, but shall be confined in its operation to the clause, sentence, paragraph, subdivision, or part of this local law or in its application to the person, individual, firm or corporation or circumstance, directly involved in the controversy in which such judgment or order shall be rendered.

SECTION 5. EFFECTIVE DATE

This local law shall take effect immediately upon filing with the Secretary of State.

LOCAL LAW NO.: 4 - 2020

OF

NOVEMBER 9, 2020

A LOCAL LAW AMENDING CHAPTER 93 ENTITLED "REPURCHASE OF IN REM PROPERTIES" OF THE CODE OF ORDINANCES OF THE CITY OF NEWBURGH TO REMOVE THE REQUIREMENT FOR ANNUAL AUTHORIZATION

BE IT ENACTED by the City Council of the City of Newburgh as follows:

SECTION 1. Title

This Local Law shall be referred to as "A Local Law amending Chapter 93 entitled 'Repurchase of In Rem Properties' of the Code of Ordinances of the City of Newburgh to remove the requirement for annual authorization".

SECTION 2. Amendment

Chapter 93 of the City Code of Ordinances is hereby amended as follows:

~~§ 93-3. Annual Authorization by Resolution.~~

~~Annually, as soon after the last day set for redemption in the City of Newburgh's proceeding for the foreclosure of taxes in rem, pursuant to Article 11, Title 3, of the Real Property Tax Law of the State of New York, as may be practicable, the Council shall consider a resolution to authorize the repurchase process established by this chapter to commence. Said resolution shall be adopted upon a majority vote of the total membership of the Council. If said resolution is not enacted, the repurchase procedure set forth herein shall not be in effect.~~

§ 93-10. Exceptions.

- A. The provisions herein authorizing the repurchase of in rem properties shall not apply to any in rem property which the Council determines, in its sole discretion, should be retained for public purposes. Excepted properties may also include properties that are having vacant, boarded up, or buildings ~~or vacant buildings~~ that are required to ~~would~~ be boarded up pursuant to law ~~thereon~~. The Council shall approve a state in the resolution with ~~provided for in § 93-3~~, a list of all properties to be retained by the City.

Underlining denotes additions

~~Strikethrough~~ denote deletions

- B. The provisions herein authorizing the repurchase of in rem properties shall not apply to any in rem property on which an answer was filed in the in rem proceeding.

SECTION 3. Severability.

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

SECTION 4. Codification.

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

SECTION 5. Validity.

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

SECTION 6. Effective Date.

This Local Law shall take effect immediately when it is filed in the Office of the New York State Secretary of State in accordance with Section 27 of the Municipal Home Rule Law.

Underlining denotes additions
~~Strikethrough~~ denote deletions

RESOLUTION NO.: 275 - 2020

OF

NOVEMBER 9, 2020

**A RESOLUTION APPOINTING GREGORY NATO
TO FILL A VACANCY ON THE BOARD OF DIRECTORS OF THE
CITY OF NEWBURGH INDUSTRIAL DEVELOPMENT AGENCY**

WHEREAS, the City of Newburgh Industrial Development Agency has notified the City Council of a vacancy on its Board of Directors and has recommended Gregory Nato to fill the vacancy; and

WHEREAS, the City Council has determined that appointing Gregory Nato to the Board of Directors of the City of Newburgh Industrial Development Agency 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 Gregory Nato be and is hereby appointed as members of the Board of Directors of the City of Newburgh Industrial Development Agency; and

BE IT FURTHER RESOLVED, that this resolution shall take effect immediately.

RESOLUTION NO.: 276 - 2020

OF

NOVEMBER 9, 2020

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A PAYMENT
OF CLAIM WITH ANTHONY RUMPH IN THE AMOUNT OF \$13,353.51**

WHEREAS, Anthony Rumph 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 Thirteen Thousand Three Hundred Fifty-Three and 51/100 Dollars (\$13,353.51) 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 Anthony Rumph in the total amount of Thirteen Thousand Three Hundred Fifty-Three and 51/100 Dollars (\$13,353.51) 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.: 277 - 2020

OF

NOVEMBER 9, 2020

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A PAYMENT OF
CLAIM WITH ERNIE PROSPERE IN THE AMOUNT OF \$5,000.00**

WHEREAS, Ernie Prospere brought a claim against the City of Newburgh; and

WHEREAS, parties and the City have reached an agreement for the payment of the claim in the amount of Five Thousand and 00/100 Dollars (\$5,000.00) in exchange for a release to resolve all claims among them; and

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

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the City Manager is hereby authorized to settle the claim of Ernie Prospere in the amount of Five Thousand and 00/100 Dollars (\$5,000.00) and that the City Manager be and he hereby is authorized to execute documents as the Corporation Counsel may require to effectuate the settlement as herein described.

RESOLUTION NO.: 278 - 2020

OF

NOVEMBER 9, 2020

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A PAYMENT
OF CLAIM WITH LESTER AND GAIL NICHOLS IN THE AMOUNT OF \$3,330.52**

WHEREAS, Lester and Gail Nichols 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 Three Thousand Three Hundred Thirty and 52/100 Dollars (\$3,330.52) 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 Lester and Gail Nichols in the total amount of Three Thousand Three Hundred Thirty and 52/100 Dollars (\$3,330.52) 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.: 279 - 2020

OF

NOVEMBER 9, 2020

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A PAYMENT
OF CLAIM WITH TYSELLE HAUGHTON IN THE AMOUNT OF \$38,774.37**

WHEREAS, Tyshelle Haughton 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 Thirty-Eight Thousand Seven Hundred Seventy-Four and 37/100 Dollars (\$38,774.37) 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 Tyshelle Haughton in the total amount of Thirty-Eight Thousand Seven Hundred Seventy-Four and 37/100 Dollars (\$38,774.37) 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.