

A regular meeting of the City Council of the City of Newburgh was held on Monday, September 27, 2021 at 7:00 PM in the third floor Council Chambers at City Hall, 83 Broadway, Newburgh, NY.

Moment of Silence / Momento de Silencio

Pledge of Allegiance / Juramento a la Alianza

Roll Call / Lista de Asistencia

**Present: Mayor Harvey, presiding; Councilman Grice, Councilwoman Mejia, Councilwoman Monteverde, Councilman Sklarz, Councilwoman Sofokles-6
Absent: Councilman Shakur-1**

COMMUNICATIONS

Approval of the minutes from the City Council meeting of September 13, 2021 / Aprobacion del Acta de la Reunion General del Consejo del 13 de Septiembre de 2021

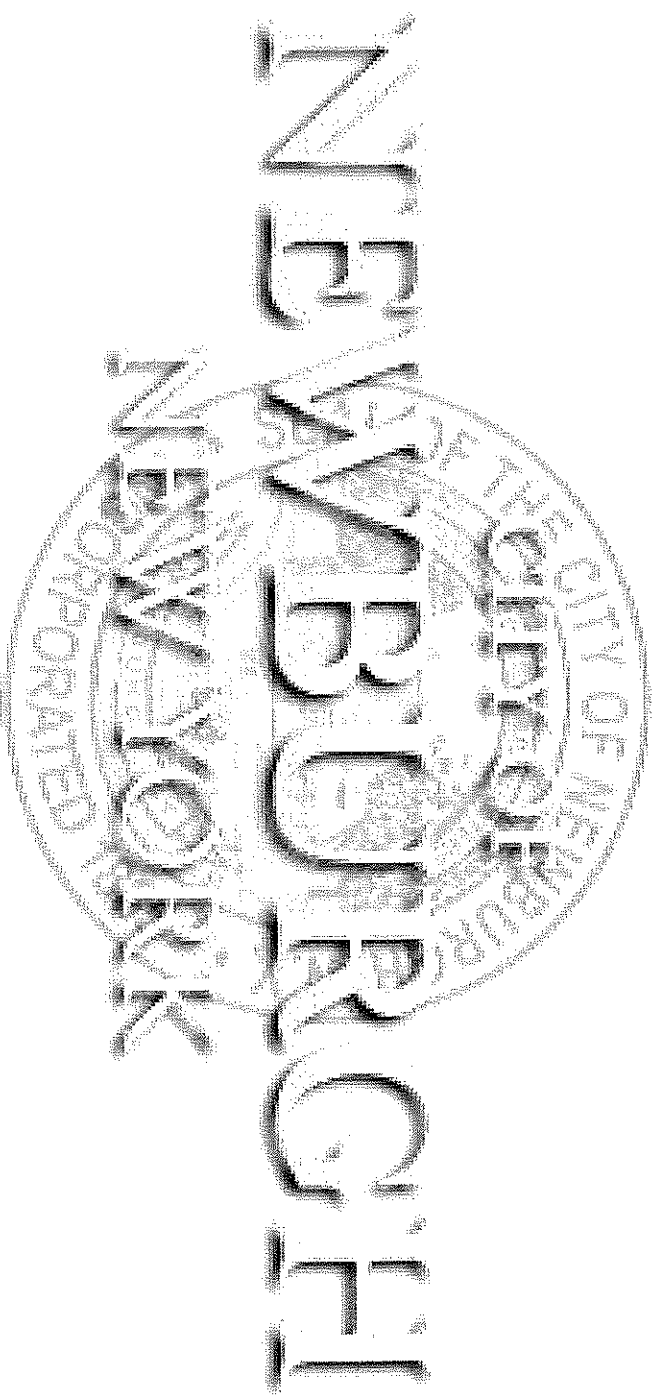
Councilman Grice moved and Councilwoman Sofokles seconded.

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

Carried

City Manager Update / Gerente de la Ciudad Pone al Dia a la Audiencia de los Planes de Cada Departamento

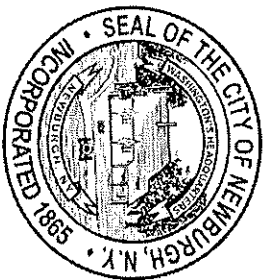
City Manager Todd Venning highlighted key points in city business.



City Manager's Update

Newburgh City Council Meeting

Monday, September 27, 2021



Novel Coronavirus (COVID-19)

For more information

Hotline: 1-888-364-3065

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



Department of
Health

New York State Department of Health COVID-19 Tracker

Statewide

Total Persons Tested
68,777,133

Total Tested 9/21
178,396

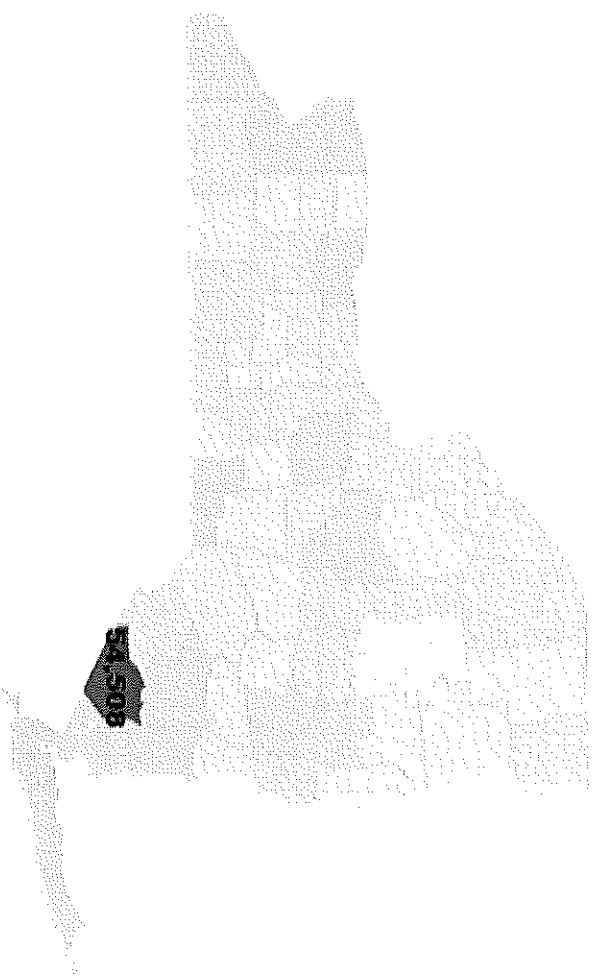
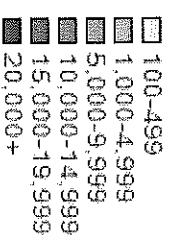
Total Tested Positive
2,368,515

Sex Distribution of Positive Cases

Female 50.8% Male 48.0% Unknown 1.2%

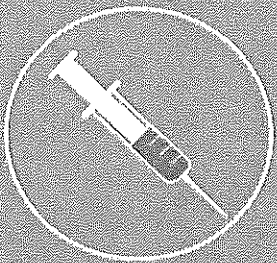
New Positives 9/21
4,673

Persons Tested Positive by County



County Stats

County Name	Number of Persons Tested	Tested Positive	% Positive Results	Persons Tested Today	New Positives Today
Orange	1,020,297	54,508	5.3%	2,435	86



COMPLIMENTARY RIDES TO VACCINE SITES

City of Newburgh Residents
get **FREE RIDES** to your
COVID-19 Vaccination
Appointment

CALL: 845-569-7420

- Must be City of Newburgh Resident
- Must have proof of confirmed vaccination appointment
- Appointment must be <30 miles from Newburgh (SUNY Orange Middletown & Ulster Fairgrounds in New Paltz)
- 24 hours notice required
- Pick-up/ Drop-off Newburgh only, no stops allowed



• Ambulette service available
Funded by city of Newburgh COVID-19 Community Development Block Grant, CARES Act Funding

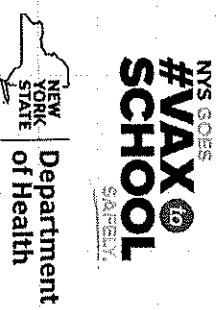


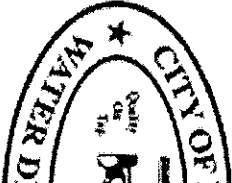
EVERY SHOT MATTERS A DIFFERENCE

Learn more at

NY.GOV/VACC

and talk to a parent or guardian
your COVID-19 vaccination

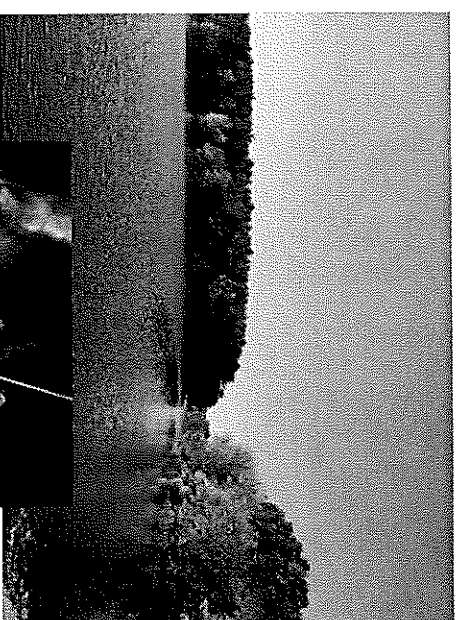
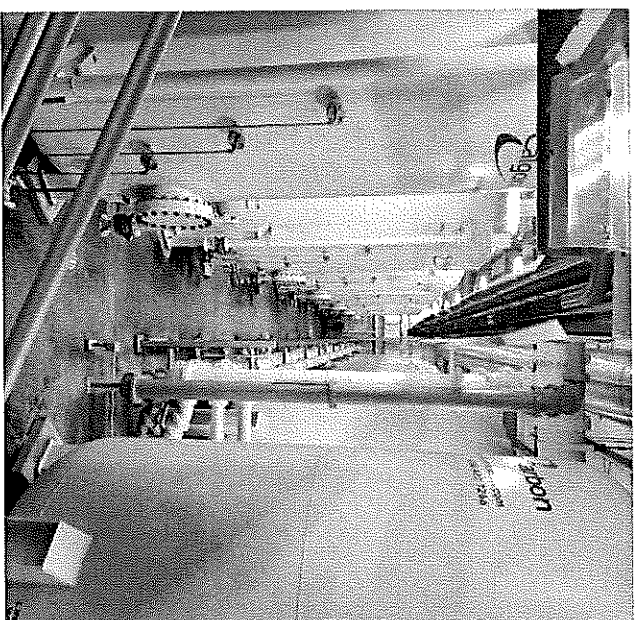
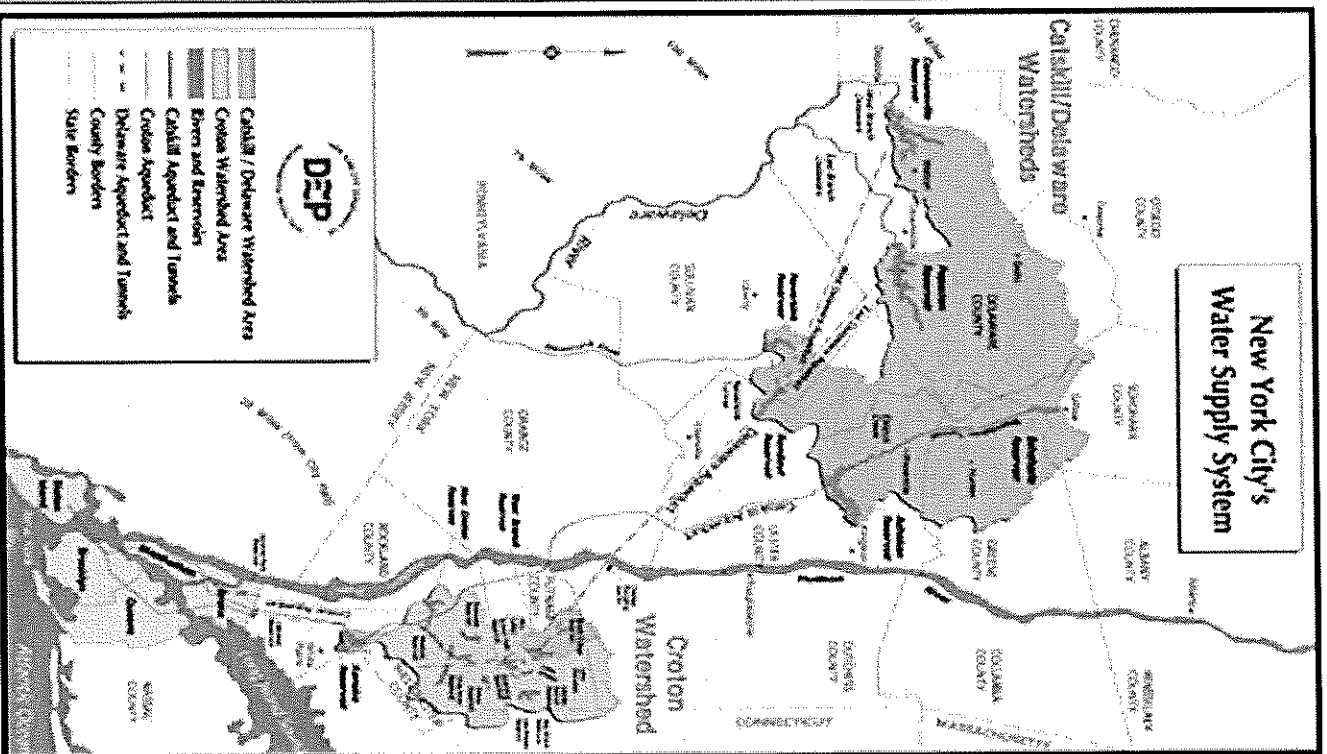




Fall Hydra

➤ Over 200 hydrant

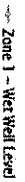




Catskill Shu.

➤ 15 Week Catsk

Wesley Long



Value

11

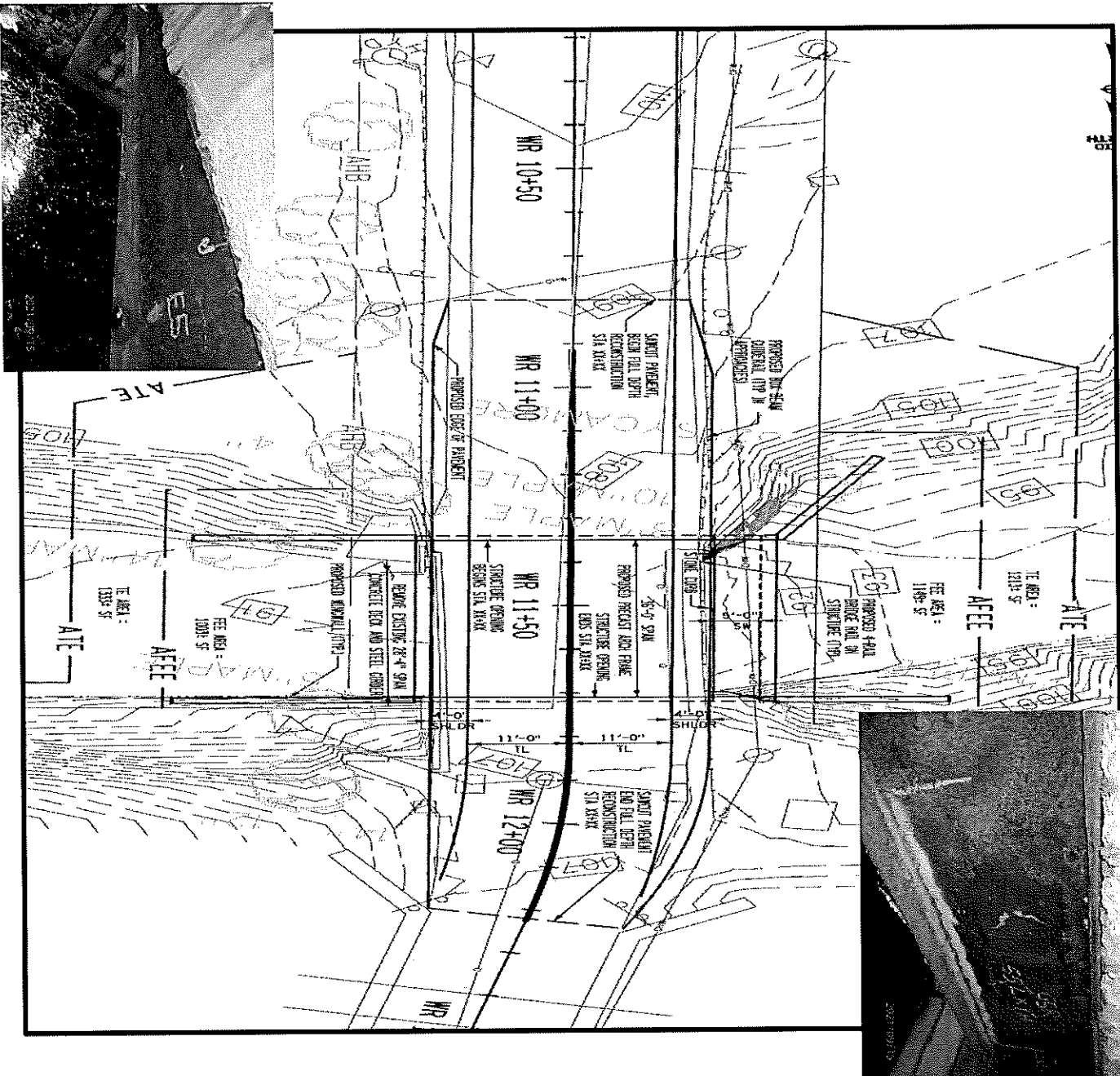
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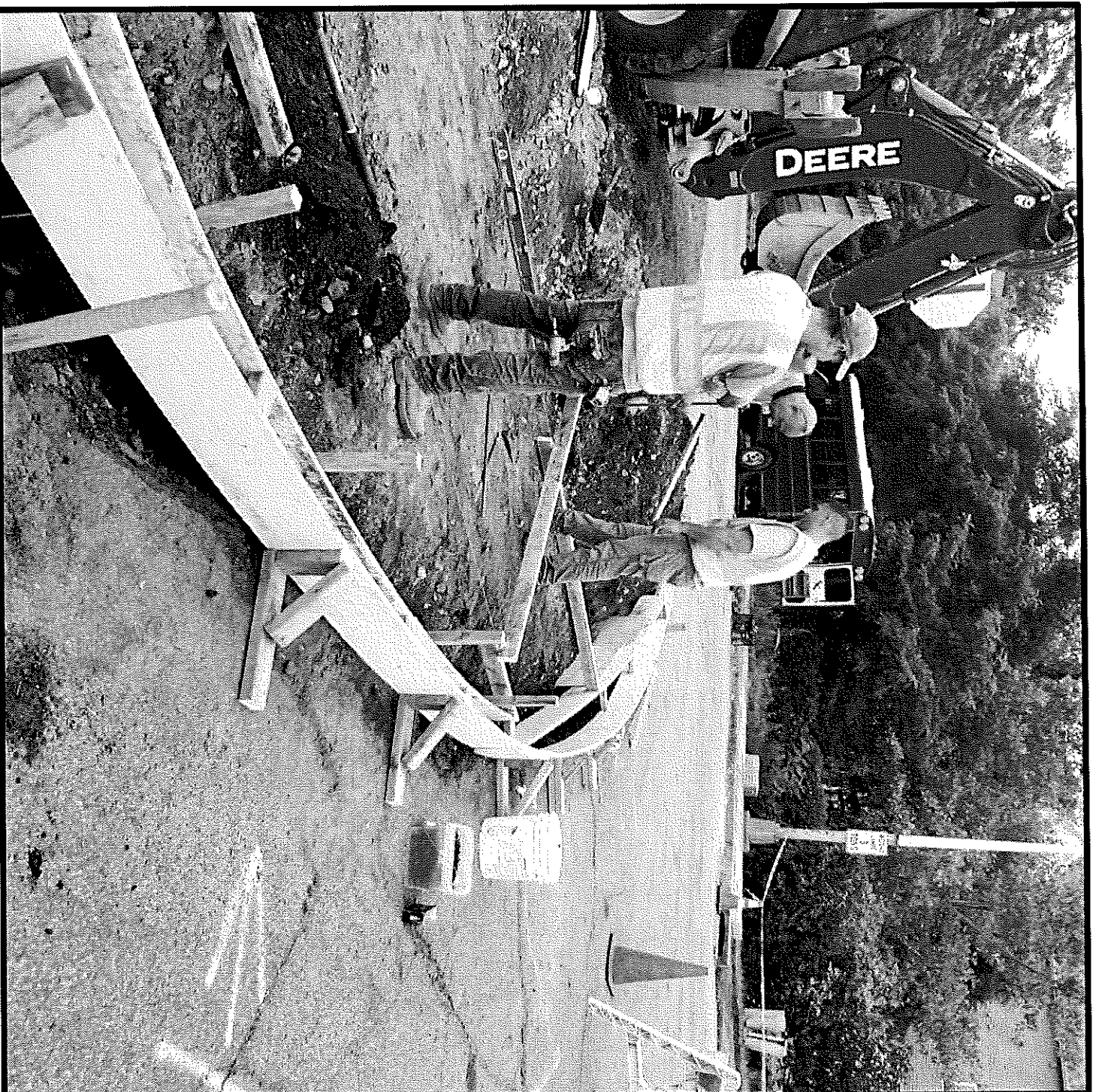
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- Increased Pol weight restrict





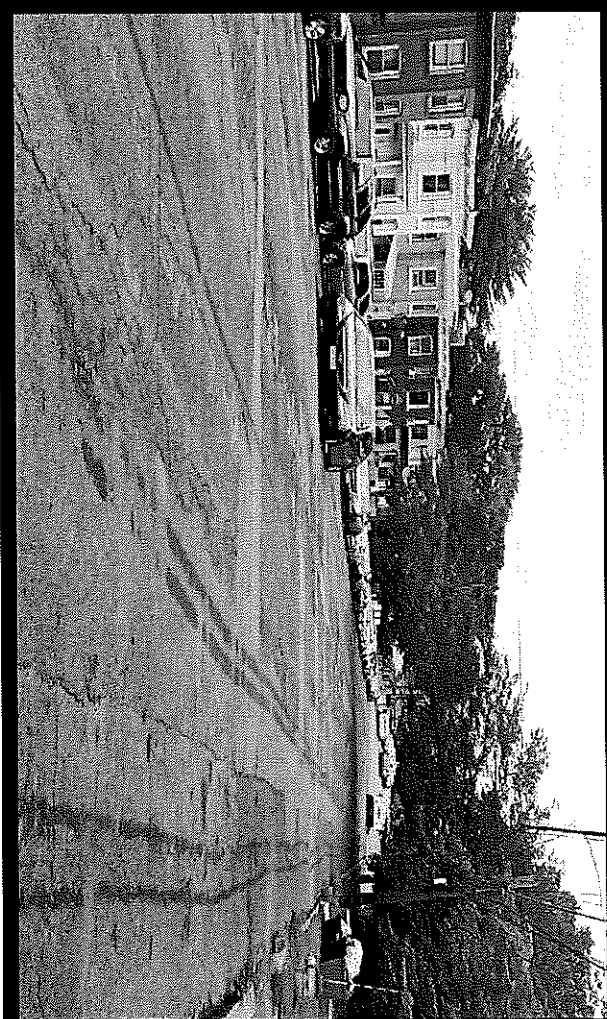
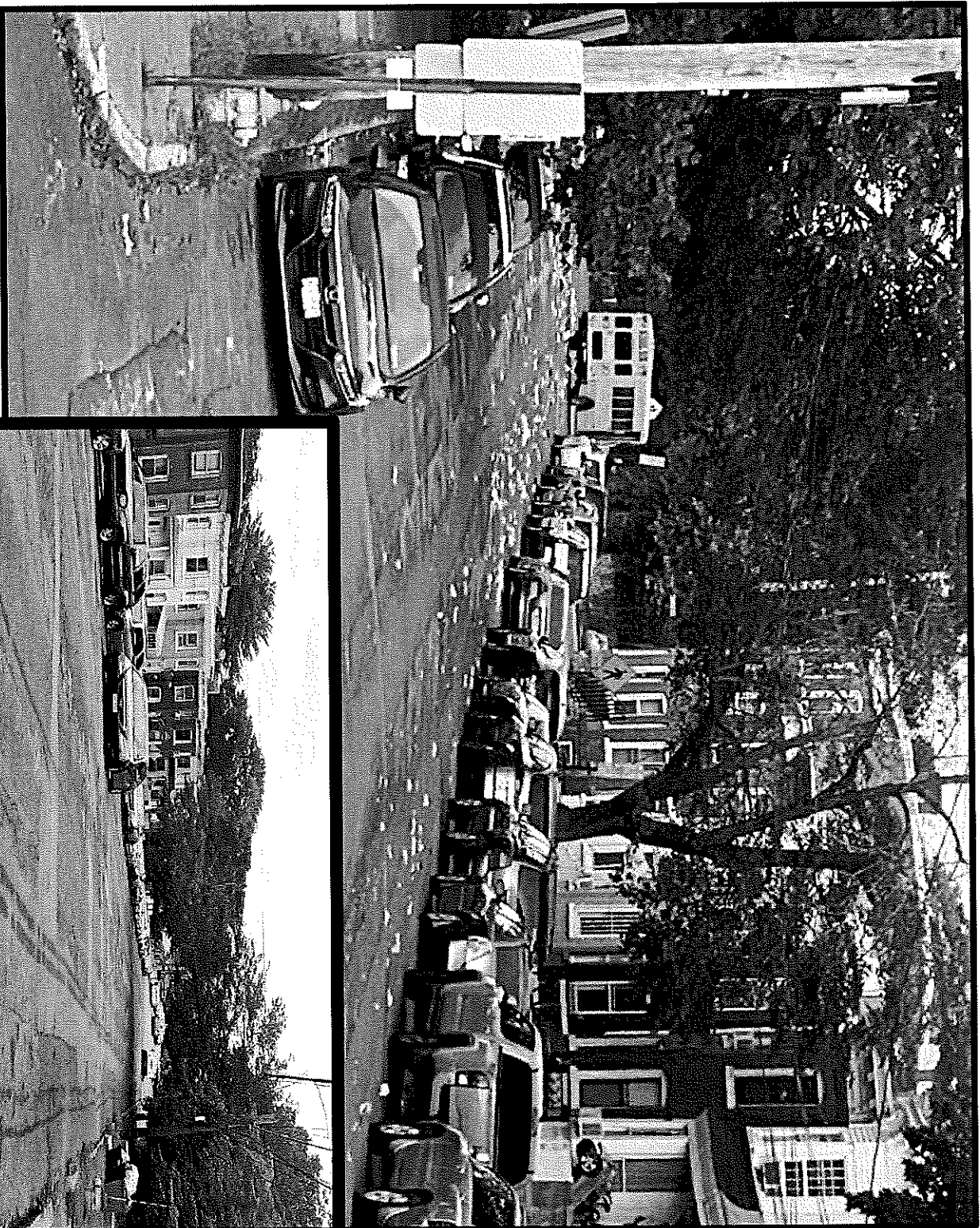
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➤ Lake Str





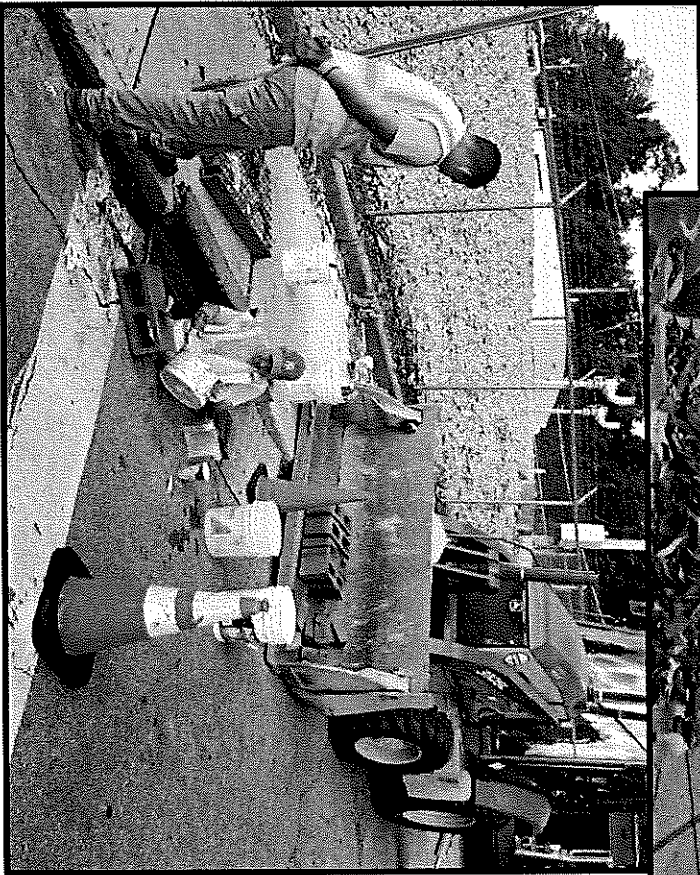
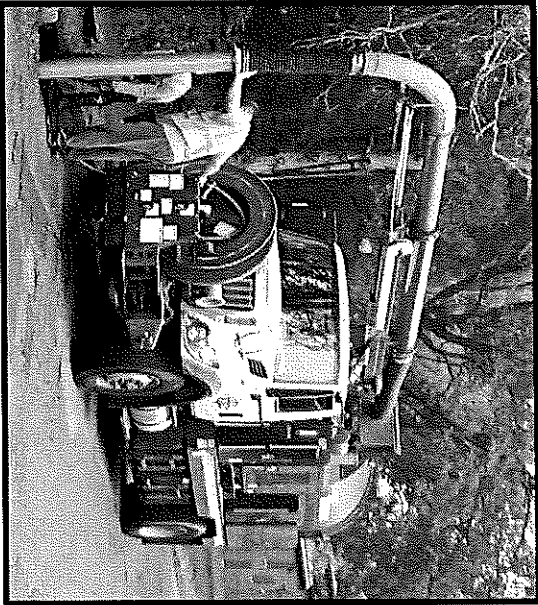
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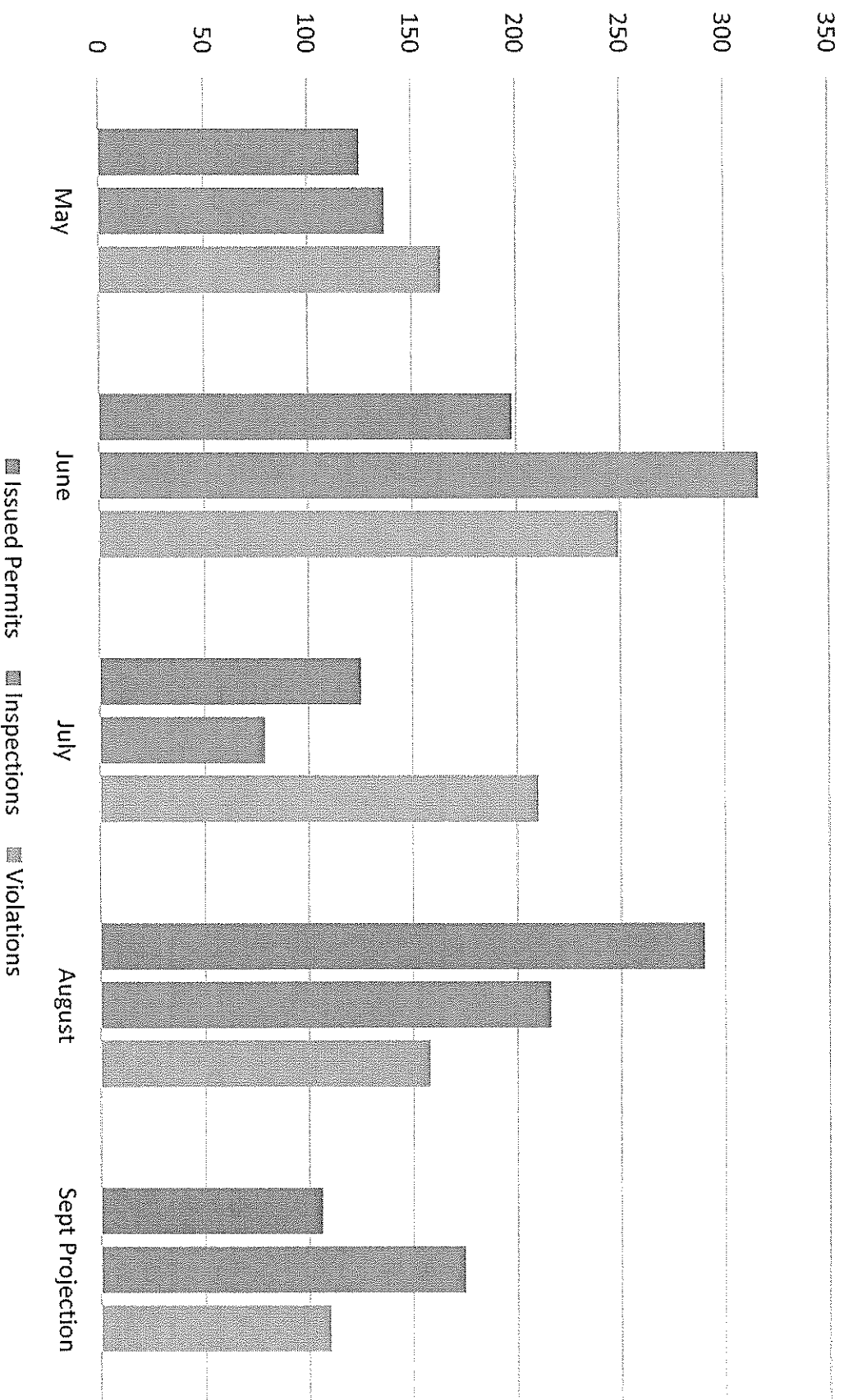
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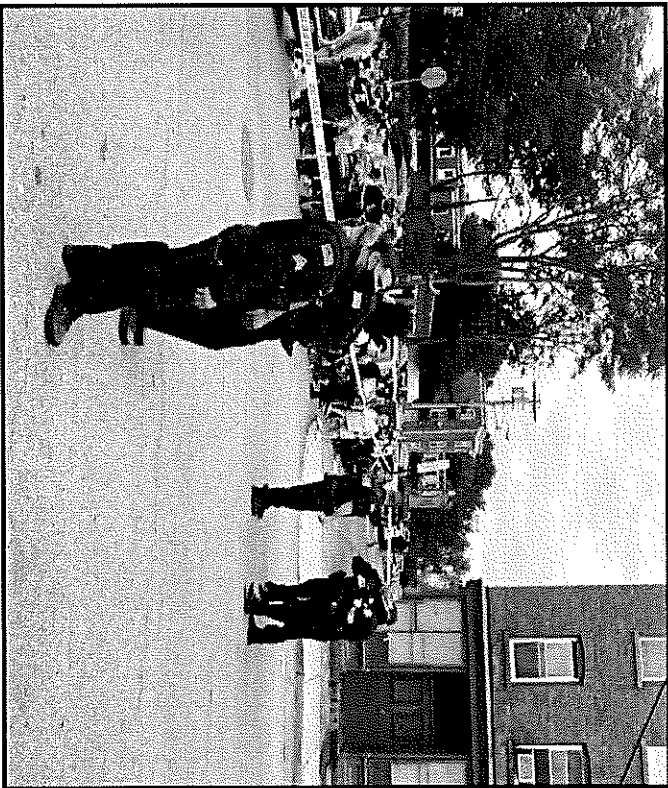
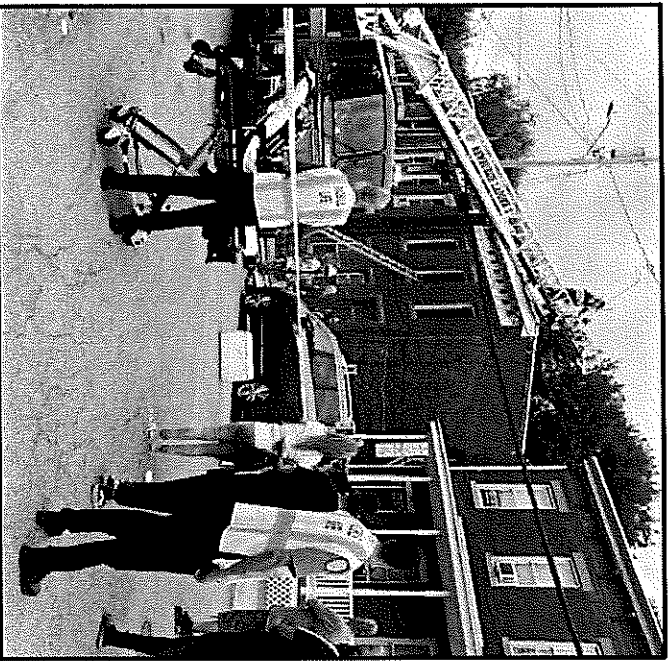
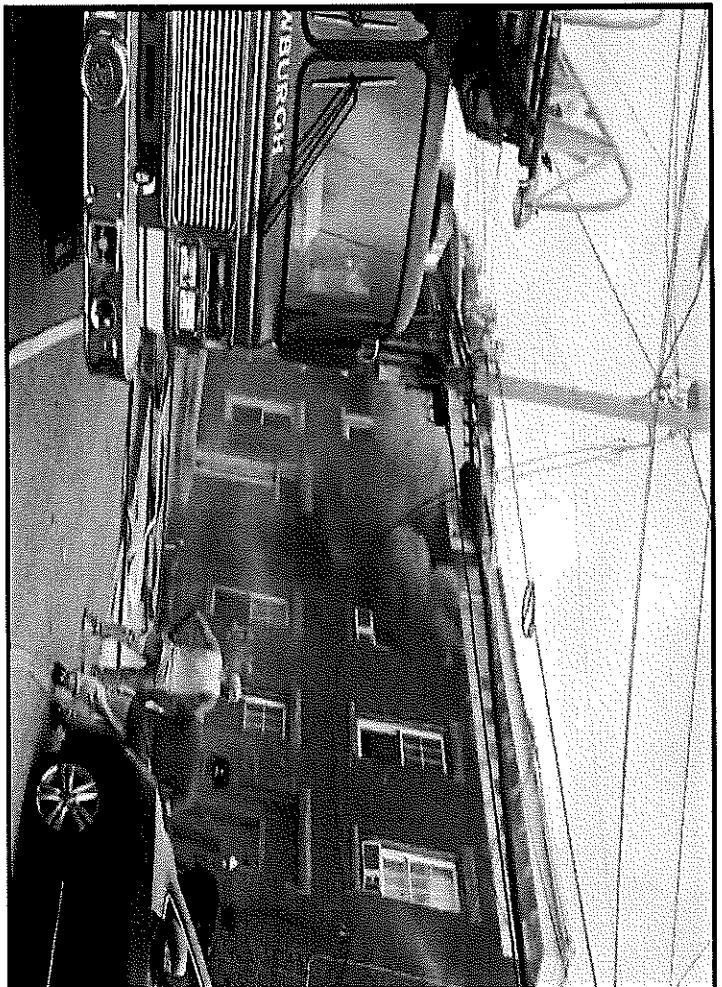
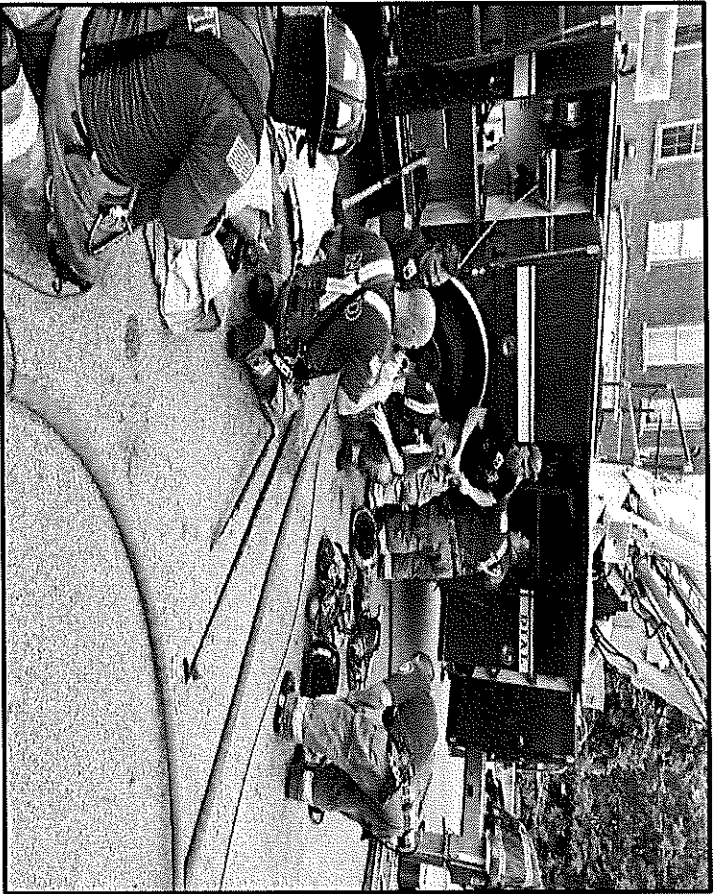
- Park N
- Catch
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Quantitative Progress on Codes: Permits, Inspections & Violations

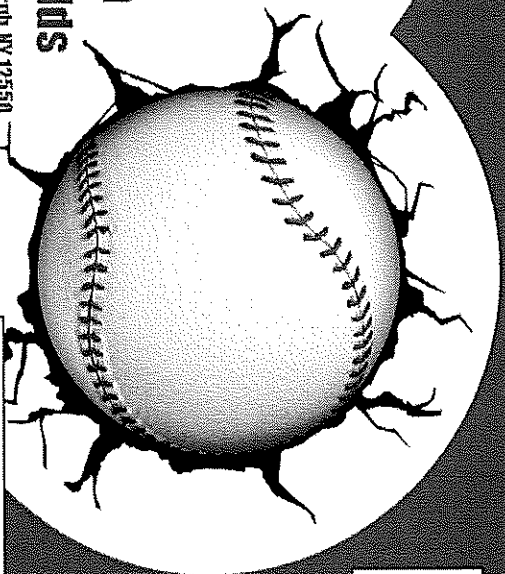
Issued Permits, Inspections, Violations





City of Newburgh Free Baseball Clinic

Hosted by: City of Newburgh Recreation Department



**MUST BRING
BIRTH
CERTIFICATE**

Delano Hitch Baseball Fields

401 Washington St., Newburgh, NY 12550

12:00 p.m.-2:00 p.m.

Ages 5-12 years' old

Learn the fundamentals of baseball this fall!
The City of Newburgh and volunteer coaches
will help instruct anything from:

- Hitting
- Throwing
- Catching
- Base running

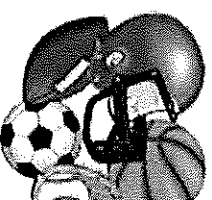
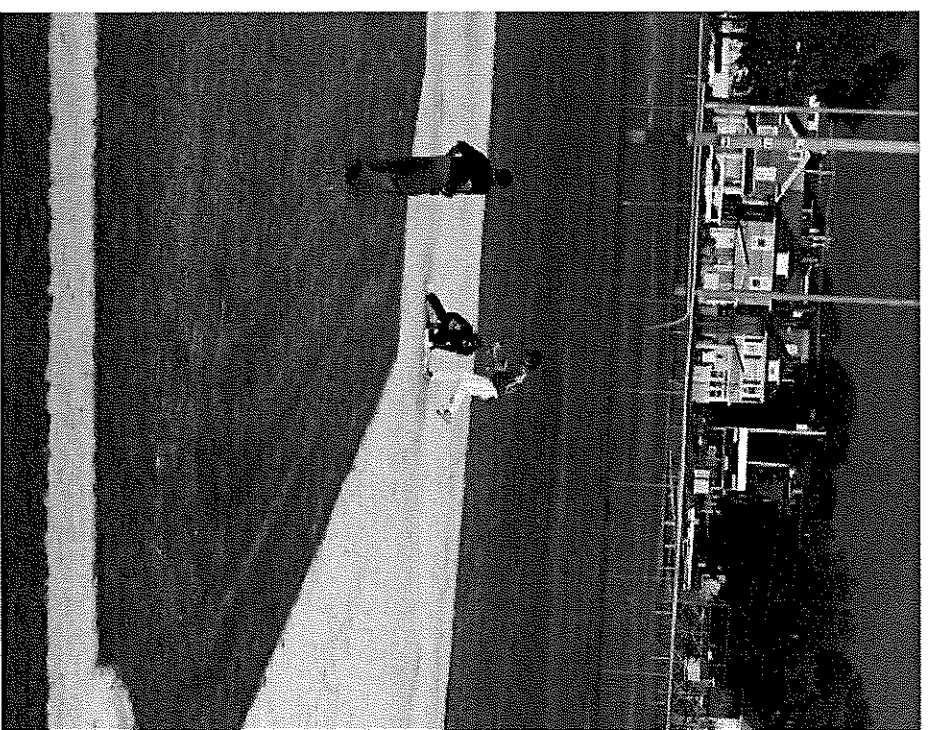
*Limited equipment available for those in need

Register in person at the Activities Center
401 Washington Street or by emailing
RecDesk@cityofnewburgh.recdesk.com

Saturday Oct. 2nd

2021

Contact: Michael Tetraut
Phone: 845-569-7374
Email: mtetraut@cityofnewburgh-ny.gov



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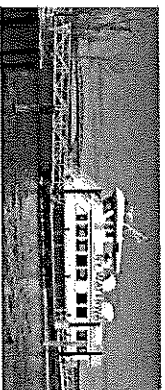
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Community Updates

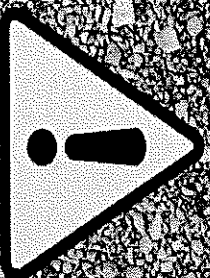
Newburgh - Beacon

Ferry



Boards Committees Councils

Construction Notification

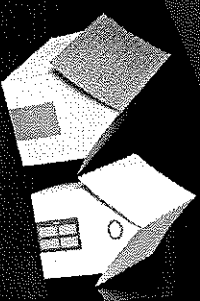


LOVE YOUR BLOCK

Mini-Grants



EMERGENCY ASSISTANCE PROGRAM



Mondays
11 a.m.
MA

The Emergency
assistance household
experienced financial
are at risk of home
addition, the program
assistance and a



PRESENTATIONS

2nd Public Hearing for the FY2022 Community Development Block Grant (CDBG) Annual Action Plan (AAP)

Mayor Harvey called a 2nd Public Hearing to hear comment for the FY2022 Community Development Block Grant (CDBG) Annual Action Plan.

Director of Planning and Development Alexandra Church explained that this is the second of two required public hearings, and we are currently in the public comment period. If anyone is unable or uncomfortable with commenting publicly this evening, he or she may email either Ms. Church or Ellen Fillo directly. Comments may also be made in Spanish, and Councilwoman Mejia translated. This is an annual entitlement and we are in the middle of a five-year cycle. She pointed out the goals. The real meat and potatoes of the conversation is how the city plans to divide the funding.

The City of Newburgh receives roughly \$850K per year. In our proposed budget we plan to spend \$230K on our In Rem Housing program, \$50K on a program in partnership with Habitat for Humanity for homeowner repairs and emergency repairs. We plan to continue to fund infrastructure programs, which include curb ramps and sidewalk improvements, such as the one that was done on Liberty Street. A public facilities program is proposed in which we plan to make city facilities ADA compliant. \$75K is proposed for economic development, specifically for workforce training. Also the summer movie program, National Night Out and other activities throughout the year are a part of proposed funding; as well as the required portion for administration to fund the staff that runs the program. Since it is an entitlement, we don't know exactly how much we will receive, but, the aforementioned is the contingency plan for funding.

Michelle 'Shelley' Starkey, New Windsor, asked if the grant money applies to the city parks. Some of the children's equipment is in disrepair, especially the park on Courtney Avenue. One of the children mounted the teeter-totter and it is wobbly.

Jewel Martin is currently homeless. She heard about the housing issue and would like to include a suggestion that the people who are renovating buildings be included to receive funds, because they have been doing excellent work so far. Housing opportunities should exist for all incomes, as it would alleviate some of the waiting lists of some of these housing complexes. We need additional decent and affordable housing for all people, and not just for people with higher incomes. Some of the developers have told her that the taxes are so high in Newburgh, so she said we should not fault them for that. The 'newcomer' developers have come in and done things right away, including Safe Harbors, which turned around an abandoned building very quickly. When people come

here and want to compete projects we should consider them too in the utilization of grant funding.

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

Public Hearing - Local Law amending Chapter 276, Article II Outdoor Smoking

Mayor Harvey called a public hearing to receive comment concerning the proposed Local Law amending Chapter 276 entitled "Tobacco" to change the title to "Tobacco and Marihuana" and to amend Article II entitled "Outdoor Smoking".

Michelle Kelson explained that this proposed local law amendment is to make sure that the city's prohibition on outdoor tobacco smoking and vaping in city public spaces and parks is extended to marijuana smoking too, so that we are in a position to adopt time, place and manner regulations for the on-premise sale and consumption of recreational marijuana when it becomes appropriate to do so.

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

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

Marlene commented. She has lived in Cornerstone for fifteen years. There are a lot of issues with people starting trouble now. She just turned 67 years old, and she is being harassed by a 39 year old woman. The issues need to be addressed, and she has lived there too long. She does not want to get hurt. When you call the office nobody gets back to you.

Carla Johnston gave a shout out to Councilman Shakur and stated that she hopes he is doing well. When she first came here to the meetings, she didn't realize that other tenants experienced bad living conditions like her. She walked throughout the city with Community Voices Heard and got over 700 signatures to get an investigation going in the Codes Department. Now we have a new department head. That was four or five years ago and nothing has changed in the department. Half of the City of Newburgh does not have rental licenses. From what she can see there is no code enforcement occurring in the city. Also half of the City is owned by LLC's, so you don't even know who to go after. She feels that RUPCO is discriminatory in its application practices. New developers are coming here and screening applications. Codes has dropped the ball, as it is nowhere near up-to-date on anything.

Jewel Martin said that she is getting to the point where she sees a lot of inconsistencies and she feels like she is being put on the back burner. She speaks to people that are in positions, but, she is not the one who is being non-compliant. She withdrew her application from Cornerstone because she sees a lot of police activity that occurs. There needs to be disciplinary actions against those who are causing trouble. Also there needs to be cameras at the intersections, as the fire trucks should not have to beep their horns for cars who fail to move over in emergencies. She sees all of these things while sleeping on the corner. We have good cops in Newburgh. She sees them patrolling the area, and that makes her feel safer sleeping on the streets than being at Cornerstone. At the end of the day, stop talking about people not doing anything and let's embrace change.

Shaniqua McNeil spoke on behalf of the residents from Cornerstone. They are concerned about their living environment. Reports have been made, but, nothing has been done about them. When someone tells her it feels like it is turning back into Hotel Newburgh, then that is a definite problem. The police are there on a regular basis. We don't want people to become homeless, but, obviously we need mental health and drug treatment available. Many of the residents who have lived there for years are now scared to even get on an elevator. It has only gotten worse. Ms. Martin, who lives on the corner near the museum, would rather sleep on the street than at Cornerstone. This should tell you something. Also we need speed bumps, and Children at Play signs at the intersection of First Street and Johnston Street. The cars don't slow down and a lot of children live in the neighborhood. She would hate to have to come back and report that a child was hit. She urged the council, if that is your ward then come and take a look at the traffic

situation there, because it is horrible. Also this is why we need Good Cause Eviction, because of these very issues.

Maria Ramirez commented. She realized that the police budget was released and saw the request for more police officers. She wants to know the statistics and policies that determine what quantity of officers is enough. Also what triggers overtime, and what are the procedures in place for five police cars on one traffic stop, especially for a stop that involved someone not coming to a complete stop at a stop sign. She wants to make sure that we are sending funds where they need to be. We need to be funding the community first instead of funding the over-policing of the community while also trying to address the systemic issues that we are trying to solve in our police-community relations.

David Carrero grew up in Newburgh. He is concerned about the police budget. He recalled an incident that occurred when he dropped off a Black friend of his whom he hadn't seen in years. He dropped him off at 1 AM on Liberty Street when two cop cars pulled him over and treated them in the worst possible way. What is the fear if the police officers are the ones with the weapons? Their behavior was abhorrent toward he and his friend, and it is unacceptable. There needs to be more training of officers. Carrero does not care if he was hungry or wanted to take a drive at 1 AM, he should not have been treated that way. If you want to hire more police officers, then there should be a check on the ones who are already working here. They need to lead by example.

Aura lived here all her life. She commented about the police budget and the request for new officers. She wants to see statistics to determine whether it is worth putting more money into over policing instead of putting the money toward more useful programs, such as parks, after school programs and housing.

Rene, born and raised in Newburgh, stated that he didn't plan on speaking tonight, but, when he hears that one of his friends was treated so badly by the police, and then that there are plans to increase the policing in our city, he stated that he can't stay silent about it. There are a lot of incidents that go unreported because people are afraid to say anything. There is also the possibility that there will be more of these type of incidents if we have more police. We need to look at the training and quality of these officers. Why don't we look at that first before we bring in more cops? Rene hears both sides. He hears the great things that the police do in the community, but, he also hears about the very bad things that police do. We need that transparency in the community. It is not fair that we find this out by tuning into a Facebook Live post, and then having to rush to City Hall to be able to make a comment. Let's look at the quality of the work that is being put in first before we talk about if we need more numbers.

Gregory requested for an extension for the continuation of the restoration on his property. He purchased the house seven years ago, and there have been many hurdles. Every time they start a new job, he finds new surprises which have caused many delays. Currently he has secured the foundation, the home is waterproof and he is ready for interior work. The pandemic was the last of the hiccups thrown at him. In a current court case he was asked why the process is taking so long. He has spoken with the city manager's office, advocating on his own behalf. He is requesting an extension of two

years, so that he can get funding to complete the interior work and acquire the Certificate of Occupancy.

Debra stated that we know we have a few bad apples, but, the City of Newburgh police department is not as bad as everyone wants to say. The police department did National Night Out, Community Appreciation Day, and they helped feed the community with her. Overall the department has been doing its job to the best of its ability, and with a new commissioner of color and a new police chief, things are possible to be different. We can't sell them short yet. She thanked George Garrison and Councilman Sklarz for the work on Lake Street road. The wheelchair ramp for the seniors was welcomed. Also when her ceiling fell through her apartment on Lake Street, Tammie Hollins from the Codes Department dropped what she was doing and came to check it out. Debra is working on an after school program called Go Deep. It will be on South Street, and it is being hosted by Best Temple, Calvary Church, Councilman Grice and Councilman Sklarz, SNUG and the Newburgh Police Department to help provide resources for the community. She received an email from Governor Hochul's office, and someone will be onsite to get Newburgh residents registered for the Emergency Rent Assistance program. We have problems in the city, but, we need unity among each other too.

Martina Pickett lives at 64 Johnston Street. As of May she has been squatting. She lived there all winter without heat. The electric is not up to code, and at this point the building is condemned. She lives there because there is nowhere for her to go. There is a property management team, but, the owner lives in New York City. People are talking about the issue but she is definitely dealing with the situation firsthand. She hopes that something can be done.

Tammie Hollins thanked the new police commissioner and police chief for their work. She met one of the recent hires in the police department. His work ethic is beautiful, and he has a real personality in our very real community that is dealing with real stuff. She urged the department to keep up the good work. There are still a few police officers that need to get out of here, and she knows who they are and so does the council, because people talk about it constantly. She, too, lives at 64 Johnston Street. The owner has over thirty properties in Newburgh, and the management company is the worst of the worst. The tenants are not lying, because she is living the nightmare too. The electric and plumbing is illegal, there is no CO, no rental inspection, and the house was sold to the owner by the city. She continues to pay rent because she is in a rental unit. She urged Newburgh to do better than this. She thanked the council for hiring her boss Jason Beeman. He takes care of the business aspect of things, and when he found out about the issue he took care of the problem.

Tom Roberts wants to know the purpose of Safe Harbor. It is a wonderful place, however, people should not have to live in fear. There are quite a few people who fear being grabbed. How do you allow criminals like that to roam the hallways? He stated that he saw someone cursing and saying that "the people who run Safe Harbor can kiss his [expletive] because as long as [he] is paying rent they can't say a thing about it." Roberts said that these people should be thrown out if they are illegal activities. He does

not know if it involves money and greed that these people are allowed to remain there, but, some people would rather live on the street because they don't want to be a target of the violence that consistently occurs. Can the City of Newburgh and the police department do anything about it? People are afraid of retribution if they do speak up, and many choose to stay in their rooms because they are afraid to come outside of their doors. This is no way for them to live.

Councilwoman Monteverde addressed some of the concerns about Cornerstone. We are a supportive housing facility, and we have onsite case management. She has seen in last year that it has gotten pretty intense with some of the tenants living with mental illness and disabilities. Many are opposed to case management and treatment. The drugs on the street have gotten pretty bad. If nobody wants their help, then it is very difficult to work with them. Right now the State has an eviction moratorium in place, so we can't evict anybody. Clearly some tenants should not be living there, and sometimes applicants will 'yes' you to death to get their feet in the door. Monteverde remarked that she feels safe. There is 24-hour security, and there are cameras in the elevators. She mentioned an upcoming tenant meeting this Thursday. It has been a difficult situation all around, and she hears everyone's concerns. She knows that it feels like nothing is being done, but, our hands are tied.

Mark Sanchez Potter asked the council what the justification for hiring more police officers is, and whether those funds could be used for human need instead. He thanked the council for a Good Cause Eviction, and is hopeful that a vote will be taken soon. We are currently in a climate crisis, and the council needs to drastically address the issue. We need definitive answers from the council about what it is planning to do for the children and for future generations. He previously laid out a lot of suggestions, including community composting, emissions reductions, and the idea that municipal buildings and vehicles should be electrified. If the city has any investments in fossil fuels, that also needs to be divested. Stricter regulations need to be put in place, and he could go on about it. This council has the authority to do as much as possible with regard to the climate crisis.

A woman who lives at Cornerstone stated that she does not feel safe there either; but, she was taught to defend herself regardless of who is called or not. She stated that she can be a mean person when she needs to be, and she is not going to let anybody put their hands on her. She stated that she will continue to defend herself, especially if somebody runs up on her.

This portion of the meeting was closed.

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

Councilman Grice commented. He pointed out that the public hearing on outdoor smoking does not mean that the council is trying to opt-out. It is simply extending the ban on smoking in public spaces to marijuana-smoking too. He and Ms. Martinez have worked diligently on Good Cause Eviction legislation that basically states that the building owner has to be part of the rental registry before he can evict a tenant. Grice stated that we now we have a disposition policy that directly benefits City of Newburgh residents with respect to its properties. The council looks very carefully with the Planning and Development Office about where our housing goes. The council and the city's Transportation Advisory Council, along with George Garrison and the police department, will have to look at the intersection at Johnston Street and First Street. While the 'Off-Road Vehicles' legislation has to be passed; the council has to be diligent in the search for an alternate space for people to enjoy. The parking meters issue should be over-communicated when it comes up for discussion.

Councilwoman Mejia spoke about the stop signs. She explained that the process, in which the data and the incident gets reported is then submitted to the Transportation Advisory Council. She feels that we need to clean up the aspect of what happens after that so that we are not stuck on an issue three years later that does not get adequately addressed. She has seen other cities do a successful slowing down of traffic using speed bumps. She thanked everyone for speaking up about their views on the police-community relations and landlord-tenant relations. Those are two areas that require great strength to come up and speak about publicly. Mejia would like to know more about the particular incident, and whether or not an arrest or ticket was issued. Also part of the city policy is that the police officer should have presented the young men with a business card. She would like some type of record to go into effect that states that that is what needs to happen.

Councilwoman Monteverde continued the conversation about the incident with the police. She mentioned that there will be a Town Hall meeting on October 6 at the Lobby at the Ritz. Our new commissioner and police chief will be present. We would like to hear from the community, so she encouraged everyone to spread the word. She has heard a lot of good comments this evening. She thanked Ms. Starkey for her concerns and her commitment to Xavier Lunan Park. Monteverde also thanked her for letting her know what is going on in that neighborhood. Monteverde stated that she is ashamed of Tom for not calling the police if, in fact, someone shared with him that he or she was sexually abused.

Councilman Skalrz remarked. He had the opportunity to attend the Newburgh Urban Farm event, and he was amazed to see all of the hard work they have accomplished in the three years they have been open. Recently the water department installed a frost free water line at the farm. The organization does a lot to address the food insecurity in our community. Newburgh Studios was a wonderful event too. The highlight of the event was

a personal one for him, as a work by his nephew Galen McCartney was on display at the Ann Street Gallery. The fabric display has the words 'Black Lives Matter' woven into the thread, as a representation of the lives lost to gun violence. It was a very moving piece. It is a part of the Black Renaissance Festival, and it will continue to be on display through November 28, 2021. It was a beautiful weekend, and all you had to do was walk around the city to enjoy it.

Councilwoman Sofokles stated that if you have not been to the Newburgh Urban Farm yet, then you should go. It was a nice event in the park. We need to do more work on the rental registry. It started out Gung Ho and it has fallen by the wayside. The water department recently sent her a letter because her water usage was higher than normal. Her water bill was almost doubled. She found out that she had a leak. She later received another letter letting her know her water usage returned to normal levels. This says a lot about our water department, and it also speaks a lot in the spectrum of things occurring in the City of Newburgh. She pointed out that the council listens to everything that is being said.

Mayor Harvey thanked everyone for expressing themselves. The pressing issue with the housing is definitely Number One on the council's radar. A lot of the time you don't hear and see the difficult conversations among themselves. Harvey stated that he makes courtesy calls to absentee landlords, and if you follow the city's track record, landlords are not very favorable to us, and we are not favorable to those who are slumlords. Harvey requested that Hollins write down the information about 64 Johnston Street. He stated that he would be making a courtesy call to the owner tomorrow. He thanked everyone for expressing their comments about the police budget. We are looking to increase the staffing because we had 2019-2020 major layoffs in both the police and fire departments. The council made a commitment to make those departments whole, as public safety is our Number One priority. We want to do it in a transparent way though. We really support our new leadership, and the only way to continue on that trajectory is to look at increasing the rank and file, and to increase the numbers while also ensuring diversity and a reflection of the demographic that is being served. He pointed out that we are also looking at the recruitment of city residents to be in our rank and file.

This portion of the meeting was closed.

CITY MANAGER'S REPORT

Resolution No.218 - 2021 - Construction Contract Award for Bid 11.21 - New Drain Outlet at Downing Park and Third Street Storm Sewer

Councilwoman Sofokles moved and Councilman Sklarz seconded.

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

Adopted

Resolution No. 219 - 2021 - ARCADIS Proposal for Construction Administration Services for the New Drain Outlet at Downing Pond and Third Street Storm Sewer - CWSRF #C3-7332-11-00

Councilwoman Sofokles moved and Councilman Sklarz seconded.

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

Adopted

Resolution No. 220 - 2021 - Proposal with QUEST Asbestos Sampling, Variance, and Monitoring at the Wastewater Treatment Plant

Councilwoman Sofokles moved and Councilwoman Mejia seconded.

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

Adopted

Resolution No. 221 - 2021 - ARCADIS Proposal for Engineering Services Water Filtration Plant Filter & SCADA Upgrades NYSEFC DWSRF No. 18631

Councilman Sklarz moved and Councilwoman Sofokles seconded.

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

Adopted

Resolution No. 222 - 2021 - Proposal with Ramboll for Emergency Inspection of Seepage Condition on the New Windsor Dam (Dam ID: 195-2525)

Councilman Sklarz moved and Councilwoman Sofokles seconded.

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

Adopted

Resolution No. 223 - 2021 - Budget Transfer from Water Contingency

Councilman Sklarz moved and Councilwoman Monteverde seconded.

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

Adopted

Resolution No. 224 - 2021 - Budget Transfer from Water Contingency

Councilwoman Sofokles moved and Councilwoman Mejia seconded.

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

Adopted

Resolution No. 225 - 2021 - IPS Group, Inc - Parking Meters

Councilman Sklarz moved and Councilwoman Sofokles seconded.

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

Adopted

Resolution No. 226 - 2021 - Purchase of 169 Johnston Street

Councilwoman Sofokles moved and Councilman Sklarz seconded.

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

Adopted

Resolution No. 227 - 2021 - Marble Chessboard Project - Vendor Services Agreement with Stuart Sachs

Councilwoman Sofokles moved and Councilman Sklarz seconded.

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

Adopted

Resolution No. 228 - 2021 - Apply for and Accept if Awarded \$50,000 for Sculptural Bike Racks from the NYS SAM

Councilman Sklarz moved and Councilwoman Monteverde seconded.

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

Adopted

Resolution No. 229 - 2021 - Board of Assessment Review

Councilwoman Sofokles moved and Councilwoman Mejia seconded.

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

Adopted

*Resolution No. 230-2021 OMITTED

Local Law No. 4 - 2021 - Local Law enacting Chapter 287 "Vehicles, Off-road"

Councilwoman Sofokles moved and Councilman Sklarz seconded.

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

Enacted

Resolution No. 231 - 2021 - Street Naming - Terry LD Williams

Councilwoman Mejia moved and Councilman Sklarz seconded.

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

Adopted

Resolution No. 232 - 2021 Approving a Consent Judgment

Councilwoman Sofokles moved and Councilwoman Monteverde seconded.

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

Adopted

Resolution No. 233 - 2021 - Approving a Consent Judgment

Councilman Sklarz moved and Councilwoman Sofokles seconded.

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

Adopted

Resolution No. 234 - 2021 Authorizing a Settlement Agreement

Councilman Sklarz moved and Councilwoman Sofokles seconded.

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

Adopted

The City Manager concluded his report.

RESOLUTION NO.: 218 - 2021

OF

SEPTEMBER 27, 2021

**A RESOLUTION AUTHORIZING THE AWARD OF A BID AND THE EXECUTION OF
A CONTRACT WITH TAM ENTERPRISES, INC. FOR THE CONSTRUCTION OF
THE DOWNING POND DRAIN OUTLET AND THIRD STREET STORM SEWER
IN AN AMOUNT NOT TO EXCEED \$3,100,000.00**

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

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

WHEREAS, by Resolution No. 189-2019 of August 12, 2019, the City Council authorized a professional engineering services agreement with Arcadis of New York, Inc. to complete the planning and preliminary engineering for projects included as part of Phase II of the LTCP; and

WHEREAS, the Downing Pond Drain Outlet and Third Street Storm Sewer is part of the LTCP Phase II project with a notice to proceed date for construction of February 3, 2022; and

WHEREAS, the City of Newburgh has duly advertised for bids for the construction of the Downing Pond Drain Outlet and Third Street Storm Sewer Project; and

WHEREAS, bids have been duly received and opened, and TAM Enterprises, Inc. is the low bidder; and

WHEREAS, funding for such project shall be derived from an existing grant and loan from the New York State Environmental Facilities Corporation under project CWSRF#C3-7332-11-00; and

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the bid for construction of the Downing Pond Drain Outlet and Third Street Storm Sewer for the City of Newburgh be and it hereby is awarded to TAM Enterprises, Inc. in an amount not to exceed \$3,100,000.00; and

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

RESOLUTION NO.: 219 - 2021

OF

SEPTEMBER 27, 2021

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO ACCEPT A PROPOSAL
AND EXECUTE AN AGREEMENT FOR PROFESSIONAL CONSTRUCTION
MANAGEMENT ENGINEERING SERVICES WITH ARCADIS OF NEW YORK INC.
FOR THE DOWNING POND DRAIN OUTLET AND
THIRD STREET STORM SEWER PROJECT
IN AN AMOUNT NOT TO EXCEED \$222,000.00**

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

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

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

WHEREAS, by Resolution No. 113-2020 of May 28, 2020, City Council authorized a professional engineering services agreement with Arcadis of New York, Inc. to complete the designs and bid documents for the Downing Park Drain Outlet and Third Street Storm Sewer Project included as part of Phase II and III of the LTCP in an amount not to exceed \$542,500.00; and

WHEREAS, Arcadis of New York, Inc. has submitted a letter proposal for professional construction management engineering services for the construction of the Downing Park Drain Outlet and Third Street Storm Sewer Project included as part of Phase II and III of the LTCP; and

WHEREAS, funding for the cost of the services an amount not to exceed \$222,000.00 shall be derived from an existing grant and loan from the New York State Environmental Facilities Corporation under project CWSRF#C3-7332-11-00; and

WHEREAS, this Council determines that accepting the proposal and executing a contract with Arcadis of New York, Inc. in the best interests of the City of Newburgh;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to accept the letter proposal and execute a professional construction management engineering services agreement with Arcadis of New York, Inc. for the construction of the Downing Park Drain Outlet and Third Street Storm Sewer Project included as part of Phase II and III of the Long Term Control Plan for the City's Combined Sewer Collection System, with other provisions as Corporation Counsel may require, in an amount not to exceed \$222,000.00.

RESOLUTION NO.: 220 - 2021

OF

SEPTEMBER 27, 2021

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ACCEPT A PROPOSAL
AND EXECUTE AN AGREEMENT WITH
QUALITY ENVIRONMENTAL SOLUTIONS & TECHNOLOGIES, INC.
FOR ASBESTOS SAMPLING, VARIANCE AND MONITORING SERVICES
AT THE WASTEWATER TREATMENT PLANT HEADWORKS BUILDING
IN AN AMOUNT NOT TO EXCEED \$10,000.00

WHEREAS, asbestos containing material is suspected in various locations in the Headworks Building at the City of Newburgh Wastewater Treatment Plant; and

WHEREAS, Quality Environmental Solutions & Technologies, Inc. has submitted a proposal for asbestos sampling, development of a New York State Department of Labor variance, specifications, and third-party asbestos air monitoring for the asbestos abatement at the Wastewater Treatment Plant Headworks Building; and

WHEREAS, the cost for these services will not exceed \$10,000.00 and funding shall be derived from HG1.8130.0200.0000.2020; and

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

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to accept a proposal and execute an agreement with Quality Environmental Solutions & Technologies, Inc. for asbestos sampling, development of a New York State Department of Labor variance, specifications, and third-party asbestos air monitoring at a cost not to exceed \$10,000.00 for asbestos abatement at the City of Newburgh Wastewater Treatment Plant Headworks Building.

RESOLUTION NO.: 221 - 2021

OF

SEPTEMBER 27, 2021

**A RESOLUTION ACCEPTING A PROPOSAL AND AUTHORIZING
THE CITY MANAGER TO EXECUTE A CONTRACT WITH
ARCADIS OF NEW YORK, INC. FOR ADDITIONAL CONSTRUCTION MANAGEMENT
PROFESSIONAL ENGINEERING SERVICES
FOR THE WATER PLANT SCADA IMPROVEMENTS PROJECT
IN AN AMOUNT NOT TO EXCEED \$45,000.00**

WHEREAS, by Resolution No. 5-2019 of January 14, 2019 and Resolution No. 37-2019 of February 25, 2019, the City Council authorized professional engineering services contracts with Arcadis of New York, Inc. for a preliminary engineering report and for a desktop corrosion control study in connection with the Water Plant SCADA Improvements Project (the "Project"); and

WHEREAS, by Resolution Nos. 184-2019 and 192-2019 of August 12, 2019, the City Council authorized financing of the Project through a New York State Environmental Facilities Corporation New York State Water Infrastructure Improvement Act grant and bond issuance in an amount not to exceed \$5,070,000.00; and

WHEREAS, by Resolution No. 68-2020 of March 19, 2020, the City Council approved a contract with Arcadis of New York, Inc. for bid preparation and construction management professional engineering services to implement the Water Plant SCADA Improvements Project at a cost not to exceed \$655,000.00; and

WHEREAS, Arcadis of New York, Inc. has submitted a letter proposal for additional construction management professional engineering services to address existing conditions in the instrumentation, wiring and controls that required substantial modifications to the design as described in the original proposal for the implementation of the Project; and

WHEREAS, the cost of the additional professional engineering services will not exceed \$45,000.00 and funding shall be derived from the New York State Environmental Facilities Corporation DWSRF No. 18631 grant/loan and City Bond Resolution 192-2019 of August 12, 2019; and

WHEREAS, this Council has determined that accepting such proposal and entering into a contract to implement the Project is in the best interests of the City of Newburgh;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he hereby is authorized to accept a proposal and execute an addendum to the existing contract with Arcadis of New York, Inc. for additional construction management professional engineering services to implement the Water Plant SCADA Improvements Project at a cost not to exceed \$45,000.00.

RESOLUTION NO.: 222 - 2021

OF

SEPTEMBER 27, 2021

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO ACCEPT A PROPOSAL
AND EXECUTE A PROFESSIONAL ENGINEERING SERVICES AGREEMENT
WITH RAMBOLL AMERICAS ENGINEERING SOLUTIONS, INC.
FOR AN EMERGENCY INSPECTION AND EVALUATION
OF THE NEW WINDSOR DAM (DAM ID: 195-2525)
AT A COST OF \$25,000.00**

WHEREAS, significant seepage at the left and right training walls of the spillway of the New Windsor Dam (Dam ID: 195-2525) was observed on September 7, 2021 following the unusually high rainfall amounts from the remnants of Hurricane Ida; and

WHEREAS, the City has determined that there is an urgent need for an inspection and seepage evaluation to assess current dam safety conditions; and

WHEREAS, Ramboll Americas Engineering Solutions, Inc. has submitted a proposal for professional engineering services for an emergency inspection and evaluation of the New Windsor Dam (Dam ID: 195-2525); and

WHEREAS, the cost for such professional engineering services will be \$25,000.00 and funding shall be derived from a budget transfer from F.0000.1990.0000.000-Water Contingency to F.8320.0448.0001-Ponds & Reservoirs-Dam Safety Services; and

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

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to accept a proposal and execute a professional engineering services agreement with Ramboll Americas Engineering Solutions, Inc. for an emergency inspection and evaluation of the New Windsor Dam (Dam ID: 195-2525) at a cost of \$25,000.00.

RESOLUTION NO.: 223 - 2021

OF

SEPTEMBER 27, 2021

RESOLUTION AMENDING RESOLUTION NO: 282-2020, THE 2021 BUDGET FOR
THE CITY OF NEWBURGH, NEW YORK TO TRANSFER \$26,757.50 FROM
WATER CONTINGENCY TO WATER DISTRIBUTION - OTHER SERVICES TO FUND
AN EMERGENCY WATER MAIN REPAIR AT SOUTH WILLIAM STREET

WHEREAS, an amendment to the 2021 Budget is necessary to fund expenses related to the emergency repair of a water main at South William Street on July 26 and 27, 2021; the same being in the best interest of the City of Newburgh;

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Newburgh that Resolution No.: 282-2020, the 2021 Budget of the City of Newburgh, is hereby amended as follows:

		<u>Decrease</u>	<u>Increase</u>
F.0000.1990.0000.000	Water Contingency	<u>\$26,757.50</u>	
F.8340.0448	Water Distribution		
	Other Services		<u>\$26,757.50</u>
	TOTAL:	\$26,757.50	\$26,757.50

RESOLUTION NO.: 224 - 2021

OF

SEPTEMBER 27, 2021

RESOLUTION AMENDING RESOLUTION NO: 282-2020, THE 2021 BUDGET FOR
THE CITY OF NEWBURGH, NEW YORK TO TRANSFER \$25,000.00 FROM
WATER CONTINGENCY TO PONDS & RESERVOIRS – DAM SAFETY SERVICES
TO FUND AN EMERGENCY ENGINEERING INSPECTION AND EVALUTION
OF THE NEW WINDSOR DAM (DAM ID: 195-2525)
BY RAMBOLL AMERICAS ENGINEERING SOLUTIONS, INC.

WHEREAS, an amendment to the 2021 Budget is necessary to fund expenses related to the professional engineering services of Ramboll Americas Engineering Solutions, Inc. for an emergency inspection and evaluation of the New Windsor Dam (Dam ID: 195-2525); the same being in the best interest of the City of Newburgh;

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Newburgh that Resolution No.: 282-2020, the 2021 Budget of the City of Newburgh, is hereby amended as follows:

		<u>Decrease</u>	<u>Increase</u>
F.0000.1990.0000.000	Water Contingency	<u>\$25,000.00</u>	
F.8320.0448.0001	Ponds & Reservoirs Dam Safety Services		<u>\$25,000.00</u>
TOTAL:		\$25,000.00	\$25,000.00

RESOLUTION NO.: 225 - 2021

OF

SEPTEMBER 27, 2021

RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO
A CONTRACT WITH IPS GROUP, INC.
FOR PARKING METER REPLACEMENT AND EXPANSION

WHEREAS, the City of Newburgh has determined to upgrade its technology related to municipal parking meters and parking meter services; and

WHEREAS, on June 9, 2021 the City issued RFP #10.21 for a parking meter replacement and expansion program; and

WHEREAS, the City has identified IPS Group, Inc. as the company best positioned to provide parking meter equipment and services in a manner consistent with the RFP and with the City's needs; and

WHEREAS, the proposed Agreement is for a term of five years, with an additional five, one-year options to extend the Agreement at the City's sole election; and

WHEREAS, this Council finds it to be in the best interest of the City of Newburgh to enter into this Agreement to provide parking meter replacement and expansion equipment and services; and

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the City Manager be and he is hereby authorized to enter into an agreement with IPS Group, Inc. with all such terms and conditions as may be required by the Corporation Counsel for the IPS Group, Inc. to provide parking meter replacement and expansion equipment and services.

RESOLUTION NO.: 226 - 2021

OF

SEPTEMBER 27, 2021

**A RESOLUTION TO AUTHORIZE THE CONVEYANCE OF REAL PROPERTY
KNOWN AS 169 JOHNSTON STREET (SECTION 18, BLOCK 2, LOT 2)
AT PRIVATE SALE TO GARFIELD A. BRUFF D/B/A BOSS BUILDING COMPANY
FOR THE AMOUNT OF \$20,000.00**

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 a vacant parcel of real property identified as 169 Johnston Street, being more accurately described as Section 18, Block 2, Lot 2 on the official tax map of the City of Newburgh; and

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

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

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the sale of the 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 December 30, 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>
169 Johnston Street	18 - 2 - 2	Garfield A. Bruff d/b/a Boss Building Company	\$20,000.00

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

226-21

Terms and Conditions Sale

169 Johnston Street, City of Newburgh (SBL: 18-2-2)

STANDARD TERMS:

1. City of Newburgh acquired title to this property in accordance with Article 11 of the Real Property Tax Law of the State of New York, and all known rights of redemption under said provisions of law have been extinguished by the tax sale proceedings and/or as a result of forfeiture.
2. For purposes of these Terms and Conditions, parcel shall be defined as a section, block and lot number.
3. All real property, including any buildings thereon, is sold "AS IS" and without any representation or warranty whatsoever as to the condition or title, and subject to: (a) any state of facts an accurate survey or personal inspection of the premises would disclose; (b) applicable zoning/land use/building regulations; (c) water and sewer assessments are the responsibility of the purchaser, whether they are received or not; (d) easements, covenants, conditions and rights-of-way of record existing at the time of the levy of the tax, the non-payment of which resulted in the tax sale in which City of Newburgh acquired title; and (e) for purposes of taxation, the purchaser shall be deemed to be the owner prior to the next applicable taxable status date after the date of sale.
4. The properties are sold subject to unpaid school taxes for the tax year of 2021-2022, 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 2021-2022, and subsequent levies up to the date of the closing. Upon the closing, the properties shall become subject to taxation. Water and sewer charges and sanitation fees will be paid by the City to the date of closing.
5. **WARNING: FAILURE TO COMPLY WITH THE TERMS OF THIS PARAGRAPH MAY RESULT IN YOUR LOSS OF THE PROPERTY AFTER PURCHASE.** The deed will contain provisions stating that the purchaser is required to rehabilitate any building on the property and bring it into compliance with all State, County and Local standards for occupancy within (18) months of the date of the deed. Within such eighteen (18) month time period the purchaser must either: obtain a Certificate of Occupancy for all buildings on the property; make all buildings granted a Certificate of Occupancy before the date of purchase fit for the use stated in such Certificate of Occupancy; or demolish such buildings. The deed shall require the purchaser to schedule an inspection by City officials at or before the end of the eighteen (18) month period. If the purchaser has not complied with the deed provisions regarding rehabilitation of the property and obtained a Certificate of Occupancy or Certificate of Compliance by that time, then the title to the property shall revert to the City of Newburgh. The deed shall also provide that the property shall not be conveyed to any other person before a Certificate of Occupancy or Certificate of Compliance is issued. A written request made to the City Manager for an extension of the eighteen (18) month rehabilitation period shall be accompanied by a non-refundable fee of \$250.00 per parcel for which a request is submitted. The City Manager may, in his sole discretion and for good cause shown, grant one extension of time to rehabilitate of up to, but not to exceed, three (3) months. Any additional request thereafter shall be made in writing and placed before the City Council for their consideration.
6. The City makes no representation as to whether the property is vacant and/or unoccupied. Evictions, if necessary, are solely the responsibility of the purchaser after closing and recording of the deed. The parcel is being sold subject to the City's Vacant Property Ordinance (Chapter 121) and all provisions of law applicable thereto. Within 30 days of closing, the purchaser must register the property and pay any applicable fees or submit an acceptable rehabilitation plan to the Building Department.
7. All purchasers are advised to personally inspect the premises and to examine title to the premises prior to the date upon which the sale is scheduled to take place. Upon delivery of the quitclaim deed by the City of Newburgh to the successful purchaser, any and all claims with respect to title to the premises are merged in the deed and do not survive.

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

16. Upon closing, the City shall deliver a quitclaim deed conveying all of its right, title and interest in the subject property, which deed shall be drawn by the City Corporation Counsel. The City shall not convey its interest in any street, water, sewer or drainage easement, or any other interest the City may have in the property. The City shall only convey that interest obtained by the City pursuant to the judgment rendered in an *in rem* tax foreclosure action filed in the Orange County Clerk's Office.
17. The description of the property shall be from the City of Newburgh Tax Map reference or a survey description certified to the City of Newburgh. Any survey description shall be provided to the City Corporation Counsel by the purchaser at least thirty (30) days in advance of closing title and approved by the City's Engineer.
18. By acknowledging and executing these Terms & Conditions, the purchaser certifies that he/she is not representing the former owner(s) of the property against whom City of Newburgh foreclosed and has no intent to defraud City of Newburgh of the unpaid taxes, assessment, penalties and charges which have been levied against the property. The purchaser agrees that neither he/she nor his/her assigns shall convey the property to the former owner(s) against whom City of Newburgh foreclosed within 24 months subsequent to the Closing Deadline date. If such conveyance occurs, purchaser understands that he/she may be found to have committed fraud, and/or intent to defraud, and will be liable for any deficiency between the purchase price at auction and such sums as may be owed to City of Newburgh as related to the foreclosure on the property and consents to immediate judgment by City of Newburgh for said amounts.
19. The property is sold subject to an owner-occupancy restriction. The purchaser has agreed to purchase the property subject to the ten (10) year owner occupancy restriction shall, within 18 months of the delivery of the deed, establish his domicile and principal residence at said premises and maintain his domicile and principal residence at said premises for a period of at least ten (10) years thereafter, provided that within said ten (10) year period, the purchaser may convey said premises to another who shall also maintain their domicile and principal residence at said premises for said period. This shall be set forth as a restrictive covenant in the deed, subject upon its breach, to a right of re-entry in favor of the City of Newburgh. This shall be in addition to all other provisions, covenants and conditions set forth in the Terms of Sale.
20. Notice is given that the property lies within either the East End Historic District or the Colonial Terraces Architectural Design District as designated in the City of Newburgh's current zoning map. This parcel is sold subject to all provision of law applicable thereto. It is the sole responsibility of the purchaser to redevelop such parcel so designated in accordance any additional laws, rules or regulations applicable to those districts.
21. In the event that Seller engaged the services of a New York State Licensed Real Estate Broker in connection with this sale, Seller shall pay said Broker any commission earned pursuant to a separate agreement between Seller and Broker.

ACKNOWLEDGED AND AGREED

Date: _____

Garfield A. Bruff

RESOLUTION NO.: _____227____ - 2021

OF

SEPTEMBER 27, 2021

**A RESOLUTION AUTHORIZING THE CITY MANAGER
TO ENTER INTO AN AGREEMENT WITH STUART SACHS
FOR THE FABRICATION OF MARBLE BENCHES AND A CHESS BOARD
FOR PUBLIC USE IN DOWNING PARK**

WHEREAS, by Resolution No. 353-2018 of November 266, 2018, the City Council of the City of Newburgh approved a bid for the restoration of the Civil War Memorial located in Downing Park; and

WHEREAS, in connection with the restoration, pieces of marble went unused and remain unused for any City purposes; and

WHEREAS, the City received a proposal from Stuart Sachs to fabricate two (2) benches and a chess board from the unused marble for the City to install for public use in Downing Park; and

WHEREAS, this Council has determined that engaging the services of Stuart Sachs for the purpose of fabricating benches and a chess board for the City to install for public use is in the best interests of the City of Newburgh;

NOW, THEREFORE, BE IT RESOLVED, that the Council of the City of Newburgh, New York hereby authorizes the City Manager to enter into an agreement in a form substantially similar to the to the agreement annexed hereto, with such other terms and conditions as Corporation Counsel may require, with Stuart Sachs to fabricate two (2) benches and a chess board from the unused marble in connection with the Civil War monument restoration.

227-21

AGREEMENT FOR VENDOR SERVICES

THIS AGREEMENT is entered into as of this _____ day of _____, 2021, by and between the CITY OF NEWBURGH, a municipal corporation chartered under the authority of the State of New York, hereinafter referred to as the "CITY," with principal offices at 83 Broadway, City Hall, Newburgh, New York 12550; and STUART SACHS, a person with principal address located at _____, hereinafter referred to as "VENDOR."

ARTICLE 1. SCOPE OF WORK

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

ARTICLE 2. TERM OF AGREEMENT

VENDOR agrees to perform the SERVICES beginning as of the date of this Agreement and not later than September 30, 2022.

ARTICLE 3. COMPENSATION

For satisfactory performance of the SERVICES and/or receipt of conforming goods or, as such SERVICES or goods may be modified by mutual written agreement, the CITY agrees to compensate VENDOR in accordance with the fees and expenses as stated in Schedule A, which is attached to and is part of this Agreement.

ARTICLE 4. EXECUTORY CLAUSE

The CITY shall have no liability under this Agreement to VENDOR or to anyone else

beyond funds that may be appropriated and available for this Agreement.

ARTICLE 5. PROCUREMENT OF AGREEMENT

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

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

ARTICLE 6. CONFLICT OF INTEREST

VENDOR represents and warrants that neither it nor any of its directors, officers,

members, partners or employees, have any interest nor shall they acquire any interest, directly or indirectly which would or may conflict in any manner or degree with the performance or rendering of the SERVICES herein provided. VENDOR further represents and warrants that in the performance of this Agreement, no person having such interest or possible interest shall be employed by it and that no elected official or other officer or employee of the CITY, nor any person whose salary is payable, in whole or in part, by the CITY, or any corporation, partnership or association in which such official, officer or employee is directly or indirectly interested shall have any such interest, direct or indirect, in this Agreement or in the proceeds thereof, unless such person submits a letter disclosing such an interest, or the appearance or potential of same, to the City Manager and a copy to the Corporation Counsel of the CITY in advance of the negotiation and execution of this Agreement.

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

ARTICLE 7. FAIR PRACTICES

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

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

the effect of, or has as its purpose, restricting competition;

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

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

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

ARTICLE 8. INDEPENDENT CONTRACTOR

In performing the SERVICES and/or supplying goods and incurring expenses under this Agreement, VENDOR shall operate as, and have the status of, an independent contractor and shall not act as agent, or be an agent, of the CITY. As an independent contractor, VENDOR shall be solely responsible for determining the means and methods of performing the SERVICES and/or supplying of the goods and shall have complete charge and responsibility for VENDOR'S personnel engaged in the performance of the same.

In accordance with such status as independent contractor, VENDOR covenants and agrees that neither it nor its employees or agents will hold themselves out as, nor claim to be officers or employees of the CITY, or of any department, agency or unit thereof by reason hereof, and that they will not, by reason

hereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the CITY including, but not limited to, Worker's Compensation coverage, health coverage, Unemployment Insurance Benefits, Social Security coverage or employee retirement membership or credit.

ARTICLE 9. ASSIGNMENT AND SUBCONTRACTING

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

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

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

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

ARTICLE 10. BOOKS AND RECORDS

VENDOR agrees to maintain accurate books, records, documents and other evidence and

accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Agreement.

ARTICLE 11. RETENTION OF RECORDS

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

ARTICLE 12. AUDIT BY THE CITY AND OTHERS

All Claimant Certification forms or invoices presented for payment to be made hereunder, and the books, records and accounts upon which said Claimant's Certification forms or invoices are based are subject to audit by the CITY. VENDOR shall submit any and all documentation and justification in support of expenditures or fees under this Agreement as may be required by the CITY so that it may evaluate the reasonableness of the charges, and VENDOR shall make its records available to the CITY upon request. All books, Claimant's Certification forms, records, reports, cancelled checks and any and all similar material may be subject to periodic inspection, review and audit by the CITY, the State of New York, the federal government, and/or other persons duly authorized by the CITY. Such audits may include examination and review of the source and application of all funds whether from the CITY, State, the federal government, private sources or otherwise. VENDOR shall not be entitled to any interim or final payment under this Agreement if any audit requirements and/or requests have not been satisfactorily met.

ARTICLE 13. INSURANCE

For all of the SERVICES set forth herein and as hereinafter amended, and to the extent practicable and if required by law, VENDOR shall maintain or cause to be maintained, in

full force and effect during the term of this Agreement, at its expense, Workers' Compensation insurance, liability insurance covering personal injury and property damage, and other insurance necessary to effectuate and complete the services.

ARTICLE 14. INDEMNIFICATION

VENDOR agrees to defend, indemnify and hold harmless the CITY, including its officials, employees and agents, against all claims, losses, damages, liabilities, costs or expenses (including, without limitation, reasonable attorney fees and costs of litigation and/or settlement), whether incurred as a result of a claim by a third party or any other person or entity, arising out of the SERVICES performed and/or goods supplied pursuant to this Agreement which the CITY or its officials, employees or agents, may suffer by reason of any negligence, fault, act or omission of VENDOR, its employees, representatives, subcontractors, assignees, or agents.

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

ARTICLE 15. PROTECTION OF CITY PROPERTY

VENDOR assumes the risk of and shall be responsible for, any loss or damage to CITY property, including property and equipment leased by the CITY, used in the performance of this Agreement and caused, either directly or indirectly by the acts, conduct, omissions or lack of good faith of VENDOR, its officers,

directors, members, partners, employees, representatives or assignees, or any person, firm, company, agent or others engaged by VENDOR as an expert consultant specialist or subcontractor hereunder.

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

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

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

ARTICLE 16. CONFIDENTIAL INFORMATION

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

ARTICLE 17. TERMINATION

The CITY may, by written notice to VENDOR effective upon mailing, terminate

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

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

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

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

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

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

The rights and remedies of the CITY provided herein shall not be exclusive and are in

addition to any other rights and remedies provided by law or this Agreement.

ARTICLE 18. GENERAL RELEASE

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

ARTICLE 19. SET-OFF RIGHTS

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

ARTICLE 20. NO ARBITRATION

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

ARTICLE 21. GOVERNING LAW

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

ARTICLE 22. CURRENT OR FORMER CITY EMPLOYEES

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

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

to take any other action provided for by law or pursuant to this Agreement.

ARTICLE 23. ENTIRE AGREEMENT

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

ARTICLE 24. MODIFICATION

No changes, amendments or modifications of any of the terms and/or conditions of this Agreement shall be valid unless reduced to writing and signed by the party to be bound. Changes in the scope of SERVICES in this Agreement shall not be binding, and no payment shall be due in connection therewith, unless prior to the performance of any such SERVICES, the City Manager of the CITY, after consultation with the Department Head and Corporation Counsel, executes an Addendum or Change Order to this Agreement, which Addendum or Change Order shall specifically set forth the scope of such extra or additional SERVICES and the amount of compensation and the extension of the time for performance, if any, for any such SERVICES. Unless otherwise specifically provided for therein, the provisions of this Agreement shall apply with full force and effect to the terms and conditions contained in such Addendum or Change Order.

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[Signature Page to Follow]

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

THE CITY OF NEWBURGH

VENDOR

BY: _____
Todd Venning
City Manager
Per Resolution No.

BY: _____
Stuart Sachs

DATE: _____

DATE: _____

APPROVED AS TO FORM:

Michelle Kelson
Corporation Counsel

Janice Gaston
City Comptroller

SCHEDULE A
SCOPE OF SERVICES (Article 1)
COMPENSATION (Article 3)

Vendor shall, at its sole cost and expense, and at a mutually agreed-upon time/date with the City, retrieve slab(s) of marble currently held in the DPW garages near the Urban Farm. Vendor shall fabricate two (2) benches and a chess board from the marble slab(s). Upon completion of the fabrication, Vendor shall return the finished benches and chess board to the City for installation at a location determined by the City in Downing Park. Vendor shall provide assistance with installation of the benches and/or chess board upon request of the City. The benches and chess board shall be for public use and park purposes in Downing Park.

Vendor shall receive no cash considerations in connection with this Agreement. Vendor shall be allowed to keep any remaining, unused marble after fabrication of the benches and chess board as consideration in connection with this Agreement.

RESOLUTION NO.: 228 - 2021

OF

SEPTEMBER 27, 2021

**RESOLUTION AUTHORIZING THE CITY MANAGER TO APPLY FOR AND ACCEPT
A DASNY STATE AND MUNICIPAL FACILITIES CAPITAL PROGRAM GRANT
IN THE AMOUNT OF \$50,000.00 FOR THE DESIGN AND INSTALLATION OF
SCULPTURAL BIKE RACKS IN THE CITY OF NEWBURGH**

WHEREAS, Senator James Skoufis has secured a State and Municipal Facilities Capital Program Grant administered through the Dormitory Authority of the State of New York in the amount of \$50,000.00 to fund the design and installation of sculptural bike racks in the City of Newburgh; and

WHEREAS, the City will partner with the Orange County Arts Council, the Newburgh Arts and Cultural Commission and the Transportation Advisory Committee to engage the services of artists to design a series of sculptural bike racks to be fabricated and installed in the City of Newburgh; and

WHEREAS, there is no match required for the grant; and

WHEREAS, the City Council find it to be in the best interests of the City of Newburgh and its citizens to accept such grant;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and is hereby authorized to apply for and accept a State and Municipal Facilities Capital Program Grant administered by the Dormitory Authority of the State of New York in the amount of \$50,000.00 to fund the design and installation of sculptural bike racks in the City of Newburgh; and

BE IT FURTHER RESOLVED, by the Council of the City of Newburgh, New York that the City Manager is 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.

RESOLUTION NO.: 229-2021

OF

SEPTEMBER 13, 2021

**A RESOLUTION REAPPOINTING DANIEL GILBERT
TO THE BOARD OF ASSESSMENT REVIEW**

WHEREAS, it is necessary to appoint members to the Board of Assessment Review; and

WHEREAS, each member of such Board serve a five-year term; and

WHEREAS, it is necessary to re-appoint one member whose term of office expired and who is willing to serve a new term;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the following individual be and is hereby re-appointed to the Board of Assessment Review for the term indicated:

1. Daniel Gilbert, to a new five-year term commencing retroactively on October 1, 2021 and expiring on September 30, 2026.

LOCAL LAW NO.: 4 - 2021

OF

SEPTEMBER 27, 2021

A LOCAL LAW ENACTING CHAPTER 287 TO THE CODE OF ORDINANCES
OF THE CITY OF NEWBURGH ENTITLED "VEHICLES, OFF-ROAD"

BE IT ENACTED, by the Council of the City of Newburgh, New York that Chapter 287 "Vehicles, Off-road" be and is hereby enacted as follows:

SECTION 1 - TITLE

This Local Law shall be referred to as "A Local Law Enacting Chapter 287 entitled 'Vehicles, Off-road' to the Code of Ordinances of the City of Newburgh".

SECTION 2 - AMENDMENT

The Code of Ordinances of the City of Newburgh is hereby amended to enact new Chapter 287 entitled "Vehicles, Off-road" to read as follows:

§ 287-1. Legislative findings, intent and purpose.

The reckless operation of illegal, unregistered dirt bikes, all-terrain vehicles, also known as ATVs, and other non-street legal vehicles on the streets and in the parks of Newburgh has been a nuisance to City residents and visitors in recent years and particularly during the summer. The operators of these vehicles, usually in groups, ride with abandon over many parts of the City with no regard for traffic laws, their own well-being, or the safety of bystanders, or the considerable noise such off-road vehicles generate, disturbing the peaceful enjoyment of residents and visitors.

The operation of dirt bikes and ATVs is already illegal on public highways under the New York State Vehicle and Traffic Law. The purpose of this local law is to promote the public health, safety and welfare of the City of Newburgh by making it explicitly unlawful to operate such vehicles on the public highways, in the public parks, or on any other private land in the City of Newburgh. It also expressly forbids the operation of these vehicles on private property without the express consent of the owner or occupant of such property.

§ 287-2. Definitions.

For the purpose of this chapter, the following terms shall have the meanings indicated:

OFF-ROAD VEHICLES means all-terrain vehicles (sometimes known as "ATVs") as that term is defined in section 2281(1) of the New York State Vehicle and Traffic Law, off-highway motorcycles as that term is defined in section 125-a of the New York State Vehicle and Traffic Law, motocross or dirt bikes, dune buggies, go-carts and any and all other types of motorized trail bikes, utility terrain vehicles ("UTVs"), or vehicles that are manufactured for sale or operation primarily on off-highway trails or for off-highway competitions and are only incidentally operated on public highways. Nothing contained in this chapter, however, shall be deemed to apply to or prohibit the use of bicycles, including electric powered bicycles operated in compliance with applicable state and local regulations.

OPERATE means to ride in or on, other than as a passenger, or use or control the operation of an off-road vehicle, as defined in this chapter, in any manner, whether or not said off-road vehicle is under way.

PUBLIC HIGHWAY means any highway, road, alley, street, avenue, public place, public driveway, or any other public way.

§ 287-3. Restrictions.

- A. Public Property. No person shall operate an off-road vehicle on a public highway or on any public property in the City of Newburgh.
- B. Private Property. No person shall operate an off-road vehicle off a public highway on private property in the City of Newburgh unless such person has first obtained the express consent of the owner or occupant of the property to operate the off-road vehicle on the property. There shall be a rebuttable presumption that the operator of an off-road vehicle on private property in the City of Newburgh lacks consent to operate the off-road vehicle on private property.

§ 287-4. Penalties for offenses; impoundment and redemption.

- A. Any person who operates an off-road vehicle in violation of section 287-3(A) or (B) of this chapter shall be guilty of an offense punishable of a fine not to exceed \$250.00 for a first offense, \$400.00 for a second offense, and \$550.00 for a third or each successive offense.
- B. In addition to the penalties set forth in subsection (A) of this section, a police officer may immediately impound an off-road vehicle that has been operated in violation of section 287-3(A) or (B) of this chapter. Such impounded off-road vehicle shall be stored by the police department or enforcement agency pending the identification of the owner of such off-road vehicle as registered with the New York State Department of Motor Vehicles. Such title owner shall be sent a notice of such impoundment at the address on file with the New York State Department of Motor Vehicles by certified mail within five days after the impoundment. Neither the police department nor the City of Newburgh nor any agent nor employee thereof shall be liable for any damages arising out of the provision of an erroneous

name or address of such owner. The owner of the off-road vehicle operated in violation of section 287-3(A) or (B) of this chapter may redeem such off-road vehicle upon satisfactory proof of ownership and payment of a redemption fee of \$1,500.00. The redemption fee shall not be required where an off-road vehicle was stolen or otherwise used without the owner's permission and the owner of the off-road vehicle demonstrates proof of valid ownership and registration with New York State and files a sworn statement about the theft or unauthorized use with the City of Newburgh Police Department. An off-road vehicle impounded under this subsection shall only be released to the owner of such off-road vehicle, or to such owner's agency as evidenced by a written, notarized proof of agency, or duly exercised power of attorney. Any off-road vehicles impounded as a result of a violation of section 287-3(A) or (B) of this chapter that remain unclaimed after a period of three months may be destroyed in accordance with applicable laws.

§ 287-5. Enforcement.

The police department is charged with the enforcement of the provisions in this chapter.

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 if 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 Charter of the City of Newburgh; that the sections and subsections of this Local Law may be re-numbered and/or re-lettered by the codifier to accomplish such intention; that the term "Local Law" shall be changed to "Charter", "Article", 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 City Charter 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 and shall be effective immediately after the filing in the Office of the New York State Secretary of State in accordance with the provisions of New York State Municipal Home Rule Law.

RESOLUTION NO.: 231 - 2021

OF

SEPTEMBER 27, 2021

**A RESOLUTION DEDICATING THE INTERSECTION OF
FARRINGTON STREET AND LIBERTY STREET AS
TERRY "LD" WILLIAMS PLACE**

WHEREAS, Terry "LD" Williams played basketball for the Newburgh Enlarged City School District where he was the star player for Goldback Nation, and following graduation in 1983, he matriculated at Southern Methodist University and played as their star player until his graduation in 1987; and

WHEREAS, during his summer breaks, LD found time to give back by coaching Little League Baseball teams with Coach Scott and Coach Torallo, and although he worked for the Newburgh Enlarged City School District's Outside Crew, he also mentored the youth at Glenn Hines Community Center, CWA, the Jewish Community Center and at the Newburgh Recreation Department; and

WHEREAS, while attending SMU, Terry played a total of 116 games and was ranked as 10th All Time Rebounding; led SMU in free throws in 1986 at 60%; played against two Hall of Famers: Hakeem Olajuwon and Clyde Drexler; and during his college career he averaged 12.7 points per game, 7.4 rebounds per game and 2.3 assists per game; and

WHEREAS, his accomplishments include competing The Dial Soap Classic at Kutshers Country Club Showcase in 1982-1983, and in 1983, led NFA to 24-2 finish while ranking 4th in the state; Section 1 MVP and All-Tournament Team; Tri-State Player of the Year; and High School low post - Top 25; and

WHEREAS, while Newburgh has had many outstanding basketball players over the years, LD was the only African American to be drafted into the NBA as the 105th pick overall by the Golden State Warriors and drafted the same year as David Robinson-Navy, Scottie Pippen- Little Rock, Arkansas, Reggie Miller-UCLA and Kenny Smith-North Carolina; and

WHEREAS, after Terry's basketball career, he continued to give back to his community by being an active member of the steering committee for the Newburgh Reunion for twenty years; and

WHEREAS, it is fitting and appropriate that Terry's achievements and community work be permanently memorialized by the City of Newburgh;

NOW, THEREFORE, BE IT RESOLVED, in recognition of Terry "LD" William's outstanding athletic accomplishments and dedicated service to the Newburgh Community, that the 280 block of Liberty Street intersection of Farrington Street and Liberty Street be dedicated to his honor, as Terry "LD" Williams Place, and that an unveiling of signage indicating this dedication be held, with appropriate ceremony, at a date to be coordinated with his family; and that a copy of this resolution be forwarded to his family, with greatest respect, from the entire Newburgh City Council; and

BE IT FURTHER RESOLVED, that the City Manager be and he is hereby authorized to effectuate the necessary and appropriate signage in keeping herewith.

231-21
June 30, 2021

Dear Mrs. Karen Mejia,

The family and friends of the late Terry "LD" Williams would like to request that the block of 280 Liberty St. (the corner of Farrington and Liberty) where he lived for almost twenty years, be renamed Terry "LD" Williams Place, in his honor.

Terry played basketball for the Newburgh Enlarged City School District where he was the star player for Goldback Nation. After Terry graduated in 1983, he matriculated at Southern Methodist University and played as their star player until his graduation in 1987. During his Summer breaks LD found time to giveback by coaching Little League Baseball teams with Coach Scott and Coach Torallo. Although he worked for the Newburgh Enlarged City School District's Outside Crew, he also mentored the youth at Glenn Hines Community Center, CWA, the Jewish Community Center and at the Newburgh Recreation Department.

While attending SMU, Terry played a total of 116 games. He was ranked as 10th All Time Rebounding and he led SMU in free throws in 1986 at 60%. He played against two Hall of Famers: Akeem Olajuwon and Clyde Drexler. During his college career he averaged 12.7 points per game, 7.4 rebounds per game and 2.3 assists per game.

Listed are a few of his accomplishments:

1982-1983 He competed in The Dial Soap Classic at Kutchers Country Club Showcase.

1983 He led NFA to 24-2 finish. Ranking 4th in the state.

1983 He was the Section1 MVP and All Tournament Team.

1983 Tri-State Player of the Year.

1983 High School low post - Top 25

While Newburgh has had many outstanding basketball players over the years, LD was the only African American to be drafted into the NBA. He was the 105th pick overall by the Golden State Warriors. Terry was drafted the same year as: David Robinson-Navy, Scottie Pippen- Little Rock, Arkansas, Reggie Miller-UCLA and Kenny Smith-North Carolina.

After Terry's basketball career, he continued to giveback to his community by being an active member of the steering committee for the Newburgh Reunion for twenty years. We appreciate your consideration of our request and await a response.

Regards,

Bishop Jeffrey Woody

RESOLUTION NO.: 232 -2021

OF

SEPTEMBER 27, 2021

A RESOLUTION APPROVING THE CONSENT JUDGMENT AND AUTHORIZING THE CITY MANAGER TO SIGN SUCH CONSENT JUDGMENT IN CONNECTION WITH THE TAX CERTIORARI PROCEEDING AGAINST THE CITY OF NEWBURGH IN THE ORANGE COUNTY SUPREME COURT BEARING ORANGE COUNTY INDEX NO. EF003930-2020 INVOLVING SECTION 35, BLOCK 2, LOT 39.2 (GENERAL TRAFFIC EQUIPMENT CORP.)

WHEREAS, General Traffic Equipment Corp. has commenced a tax certiorari proceeding against the City of Newburgh in the Supreme Court of the State of New York, County of Orange for the 2020-2021 tax year bearing Orange County Index No. EF003930-2020; and

WHEREAS, it appears from the recommendation of the City Assessor, Joanne Majewski, and Kelly M. Naughton, Esq. of Burke, Miele, Golden & Naughton, LLP, Special Counsel for the City of Newburgh in the aforesaid proceeding, upon a thorough investigation of the claims that further proceedings and litigation by the City would involve considerable expense with the attendant uncertainty of the outcome, and that settlement of the above matters as more fully set forth below is reasonable and in the best interests of the City; and

WHEREAS, General Traffic Equipment Corp. is willing to settle this proceeding without interest, costs or disbursements, in the following manner:

1. That the real property of Petitioner described on the City of Newburgh tax roll for the tax year 2020-2021 as tax map number 35-2-39.2 be reduced to a market value of \$625,000.

NOW, THEREFORE BE IT RESOLVED, that the proposed settlement as set forth and described above, and the attached Consent Judgment is hereby accepted pursuant to the provisions of the General City Law and other related laws.

BE IT FURTHER RESOLVED, that Todd Venning, City Manager of the City of Newburgh; Joanne Majewski, Assessor of the City of Newburgh; Kelly M. Naughton, Esq. on behalf of Burke, Miele, Golden & Naughton, LLP, as Special Counsel, be and they hereby are designated as the persons for the City who shall apply for such approval pursuant to the aforesaid laws.

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF ORANGE

-----X

In the Matter of the Application of
GENERAL TRAFFIC EQUIPMENT CORP.,

Index No. EF003930-2020

Petitioner,

-against-

CONSENT JUDGMENT

CITY OF NEWBURGH, a Municipal Corporation, its
Assessor and Board of Assessment Review and
NEWBURGH ENLARGED CITY SCHOOL DISTRICT,

Respondents.

For a Review under Article 7 of the Real Property Tax
Law of the State of New York of the assessments of
Certain real property situated in Respondent Municipal
Corporation, located in the County of Orange, State of
New York.

-----X

PRESENT: HON. CATHERINE M. BARTLETT

UPON THE CONSENT attached hereto duly executed by the attorneys for all the parties
and by all the parties, it is

ORDERED, that the real property of Petitioner described on the City of Newburgh
assessment rolls for the 2020-2021 tax year as follows:

Tax Map No. 35-2-39.2

be reduced in market value from \$770,000.00 to a total market value of \$625,000.00, prior to the
application of any real property tax exemptions, if any; and it is further,

ORDERED, that the Petitioners' real property taxes on said parcel above described for the
2020-2021 School, County and City taxes be adjusted accordingly and that any overpayment by
Petitioner for the 2020-2021 tax year be refunded upon the entering of this Consent Judgment with
the Orange County Clerk's Office; and it is further,

ORDERED, that the officer or officers having custody of the aforesaid City of Newburgh assessment rolls shall make or cause to be made upon the proper books and records and upon the assessment roll of said City the entries, changes and corrections necessary to conform such reduced market value; and it is further,

ORDERED, that there shall be audited, allowed and refunded to the Petitioner by the City of Newburgh and/or the County Commissioner of Finance, as the case may be, the amount, if any, paid as City taxes and City Special District taxes against the original assessment in excess of what said taxes would have been if the market value had been determined as herein; and it is further,

ORDERED, that there shall be audited, allowed and refunded to the Petitioner by the City of Newburgh, the County of Orange, and/or the County Commissioner of Finance, as appropriate and/or required by statute, the amount, if any, paid as County taxes and County Special District taxes against the original assessment in excess of what said taxes would have been if the market value had been determined as herein; and it is further,

ORDERED, that there shall be audited, allowed and refunded to the Petitioner by the Newburgh City School District, the amount, if any, paid as School District taxes against the original assessment in excess of what said taxes would have been if the market value had been determined as herein; and it is further,

ORDERED, that all tax refunds hereinabove directed to be made by Respondents and/or any of the various taxing authorities be made by check or draft payable to the order of RIDER, WEINER & FRANKEL, P.C., as attorneys for the Petitioner, who are to hold the proceeds as trust funds for appropriate distribution, and who are to remain subject to the further jurisdiction of this Court in regard to their attorney's lien, pursuant to Judiciary Law § 475; and it is further,

ORDERED, that the provisions of Real Property Tax Law § 727 shall be applicable to the 2021, 2022 and 2023 assessment years; and it is further,

ORDERED, that in the event that the refunds are made within sixty (60) days after service of the Order with notice of entry, there shall be no interest, otherwise, interest shall be paid in accordance with the applicable statute, and it is further;

ORDERED, that these proceedings are settled without costs or disbursements to either party as against the other.

Signed: October __, 2021
 Goshen, New York

ENTER:

HON. CATHERINE M. BARTLETT
SUPREME COURT JUSTICE

ON CONSENT:

HON. TODD VENNING
City Manager
Dated: _____

M. JUSTIN RIDER, ESQ.
Rider, Weiner & Frankel, P.C.
Attorneys for the Petitioner
Dated: _____

HON. JOANNE MAJEWSKI
Assessor
Dated: _____

KELLY M. NAUGHTON, ESQ.
Burke, Miele, Golden & Naughton, LLP
Attorneys for City Respondents
Dated: _____

RESOLUTION NO.: 233 -2021

OF

SEPTEMBER 27, 2021

A RESOLUTION APPROVING THE CONSENT JUDGMENT AND AUTHORIZING THE CITY MANAGER TO SIGN SUCH CONSENT JUDGMENT IN CONNECTION WITH THE TAX CERTIORARI PROCEEDING AGAINST THE CITY OF NEWBURGH IN THE ORANGE COUNTY SUPREME COURT BEARING ORANGE COUNTY INDEX NOS. EF003667-2020 AND EF005264-2021 INVOLVING SECTION 34, BLOCK 3, LOT 48 (N & N OF HUDSON VALLEY, LLC)

WHEREAS, N & N of Hudson Valley, LLC has commenced tax certiorari proceedings against the City of Newburgh in the Supreme Court of the State of New York, County of Orange for the 2020-2021 and 2021-2022 tax years bearing Orange County Index Nos. EF003667-2020 and EF005264-2021; and

WHEREAS, it appears from the recommendation of the City Assessor, Joanne Majewski, and Kelly M. Naughton, Esq. of Burke, Miele, Golden & Naughton, LLP, Special Counsel for the City of Newburgh in the aforesaid proceeding, upon a thorough investigation of the claims that further proceedings and litigation by the City would involve considerable expense with the attendant uncertainty of the outcome, and that settlement of the above matters as more fully set forth below is reasonable and in the best interests of the City; and

WHEREAS, N & N of Hudson Valley, LLC is willing to settle this proceeding without interest, costs or disbursements, in the following manner:

1. That the real property of Petitioner described on the City of Newburgh tax roll for the tax year 2020-2021 as tax map number 34-3-48 be discontinued with prejudice.
2. That the real property of Petitioner described on the City of Newburgh tax roll for the tax year 2021-2022 as tax map number 34-3-48 be reduced to a market value of \$220,000.

NOW, THEREFORE BE IT RESOLVED, that the proposed settlement as set forth and described above, and the attached Consent Judgment is hereby accepted pursuant to the provisions of the General City Law and other related laws.

BE IT FURTHER RESOLVED, that Todd Venning, City Manager of the City of Newburgh; Joanne Majewski, Assessor of the City of Newburgh; Kelly M. Naughton, Esq. on behalf of Burke, Miele, Golden & Naughton, LLP, as Special Counsel, be and they hereby are designated as the persons for the City who shall apply for such approval pursuant to the aforesaid laws.

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF ORANGE

-----X
In the Matter of the Application of
N & N OF HUDSON VALLEY LLC,

**Index Nos. EF003667-2020
EF005264-2021**

Petitioner,

-against-

CITY OF NEWBURGH, a Municipal Corporation, its
ASSESSOR, and its BOARD OF ASSESSMENT
REVIEW,

CONSENT JUDGMENT

Respondents.

For Review of the Assessment of Certain Real Property
under Article 7 of the Real Property Tax Law.
-----X

PRESENT: HON. CATHERINE M. BARTLETT

UPON THE CONSENT attached hereto duly executed by the attorneys for all the parties
and by all the parties, it is

ORDERED, that the real property of Petitioner described on the City of Newburgh
assessment rolls for the 2021 tax year as follows:

Tax Map No. 34-3-48

be reduced in market value from \$245,000.00 to a total market value of \$220,000.00, prior to the
application of any real property tax exemptions, if any; and it is further,

ORDERED, that the Petitioners' real property taxes on said parcel above described for the
2021 School, County and City taxes be adjusted accordingly and that any overpayment by
Petitioner for the 2021 tax year be refunded upon the entering of this Consent Judgment with the
Orange County Clerk's Office; and it is further,

ORDERED, that the officer or officers having custody of the aforesaid City of Newburgh assessment rolls shall make or cause to be made upon the proper books and records and upon the assessment roll of said City the entries, changes and corrections necessary to conform such reduced market value; and it is further,

ORDERED, that there shall be audited, allowed and refunded to the Petitioner by the City of Newburgh and/or the County Commissioner of Finance, as the case may be, the amount, if any, paid as City taxes and City Special District taxes against the original assessment in excess of what said taxes would have been if the market value had been determined as herein; and it is further,

ORDERED, that there shall be audited, allowed and refunded to the Petitioner by the City of Newburgh, the County of Orange, and/or the County Commissioner of Finance, as appropriate and/or required by statute, the amount, if any, paid as County taxes and County Special District taxes against the original assessment in excess of what said taxes would have been if the market value had been determined as herein; and it is further,

ORDERED, that there shall be audited, allowed and refunded to the Petitioner by the Newburgh City School District, the amount, if any, paid as School District taxes against the original assessment in excess of what said taxes would have been if the market value had been determined as herein; and it is further,

ORDERED, that all tax refunds hereinabove directed to be made by Respondents and/or any of the various taxing authorities be made by check or draft payable to the order of STENGER, DIAMOND & GLASS, LLP as attorneys for the Petitioner, who are to hold the proceeds as trust funds for appropriate distribution, and who are to remain subject to the further jurisdiction of this Court in regard to their attorney's lien, pursuant to Judiciary Law § 475; and it is further,

ORDERED, that the provisions of Real Property Tax Law § 727 shall be applicable to the 2022, 2023 and 2024 assessment years; and it is further,

ORDERED, that in the event that the refunds are made within sixty (60) days after service of the Order with notice of entry, there shall be no interest, otherwise, interest shall be paid in accordance with the applicable statute, and it is further;

ORDERED, that the proceedings brought in connection with the real property described on the City of Newburgh assessment roll for the 2020 tax year as tax map number 34-3-48 be discontinued with prejudice; and it is further

ORDERED, that these proceedings are settled without costs or disbursements to either party as against the other.

Signed: October __, 2021
 Goshen, New York

ENTER:

HON. CATHERINE M. BARTLETT
SUPREME COURT JUSTICE

ON CONSENT:

HON. TODD VENNING
City Manager
Dated: _____

KAREN E. HAGSTROM, ESQ.
Stenger, Diamond & Glass, LLP
Attorneys for the Petitioner
Dated: _____

HON. JOANNE MAJEWSKI
Assessor
Dated: _____

KELLY M. NAUGHTON, ESQ.
Burke, Miele, Golden & Naughton, LLP
Attorneys for Respondents
Dated: _____

RESOLUTION NO.: 234 - 2021

OF

SEPTEMBER 27, 2021

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A
SETTLEMENT AGREEMENT IN CONNECTION WITH THE PREMISES
LOCATED AT 49 LANDER STREET (SECTION 23, BLOCK 6, LOT 11)**

WHEREAS, the City of Newburgh commenced legal action against Lander Street Realty Corp. (by Carlos Cabrera), current owner of record of the premises known as 49 Lander Street (Section 23, Block 6, Lot 11), in a claim pursuant to Real Property Actions and Proceedings Law Article 19-A; and

WHEREAS, during the litigation, a mortgagor of the property, NBNY 91 William LLC (by Alvin Moonesar) took title to the property by deed in lieu of foreclosure; and

WHEREAS, the City of Newburgh and NBNY 91 William LLC have reached a settlement agreement in a manner and form substantially similar to the agreement annexed hereto; and

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

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

STATE OF NEW YORK : COUNTY OF ORANGE
ORANGE COUNTY SUPREME COURT

-----X
CITY OF NEWBURGH,

Plaintiff,

**STIPULATION
OF SETTLEMENT**

-against-

Index No.: EF-008066-2019

LANDER STREET REALTY CORP.,

GEORGE PARDO,

FLUSHING SAVINGS BANK, FSB,

Defendants.

-----X

This Stipulation of Settlement ("Stipulation" or "Agreement") is entered into on the ____ day of _____, 2021, by and between the City of Newburgh (hereafter "City"), a municipal corporation with an address of 83 Broadway, Newburgh, New York 12550 and NBNY 91 LLC, a domestic limited liability company with an address of 46 William Street, Newburgh, New York 12550 (hereafter "NBNY"), the parties named in this action:

WHEREAS, on or about October 10, 2019, the City commenced an action in Orange County Supreme Court pursuant to Real Property Actions and Proceedings Law Article 19-A against defendants Lander Street Realty Corp. ("LSRC"), George Pardo ("Pardo"), and Flushing Savings Bank, FSB ("FSB"), said lawsuit being related to real property known as 49 Lander Street, Newburgh, New York (Section 23, Block 6, Lot 11) ("Property"); and

WHEREAS, NBNY became a successor in interest to FSB's interest in the Property by virtue of an "Assignment of Mortgage" dated September 28, 2020, effective September 30, 2020, and recorded in the Orange County Clerk's Office in Book 14889, Page 765, and an "Assignment

of Assignment of Rents and Leases” dated September 28, 2020, effective September 30, 2020, and recorded in the Orange County Clerk’s Office in Book 14889, Page 761; and

WHEREAS, NBNY became a successor in interest to LSRC’s interest in the Property by virtue of a deed made by LSRC to NBNY deed dated March 12, 2021 and recorded in the Orange County Clerk’s Office in Book 14996, Page 772; and

WHEREAS, Pardo’s interest in the Property still remains outstanding; and

WHEREAS, NBNY, now as successor in interest to both LSRC and FSB, wishes to resolve the instant matter without further litigation being required by the parties; such that

IT IS HEREBY CONSENTED AND AGREED between the City and NBNY, that they be bound by the terms and conditions enumerated below, as follows:

1. The “Whereas” paragraphs stated above shall be restated and incorporated herein to give full force and effect to the same.
2. NBNY agrees to be added as a party-defendant to the instant litigation and the caption amended accordingly.
3. NBNY waives any defenses to service or personal jurisdiction.
4. Within 30 days of the full execution of this Agreement, NBNY shall execute a deed, TP-584, Tax Law §1409 Supplement, RP-5217 conveying title to the Premises to the City. NBNY shall also execute a Satisfaction of Mortgage and a Cancellation of Assignment of Leases and Rents, both in a form acceptable to the City, for the extinguishment of any rights or interests contained in a Mortgage recorded in the Orange County Clerk’s Office in Book 12309, Page 884 and in an Assignment of Lessor’s Interest in Lease(s) recorded in the Orange County Clerk’s Office in Book 12309, Page 908. All of the documents named in this paragraph 4 shall be collectively referred to herein as the “Documents.”

5. The City of Newburgh Office of the Corporation Counsel shall hold the documents referenced in paragraph 4 in escrow through 4:00 p.m. on August 31, 2022 (said date and time being approximately 10 months from the date of the full execution of this Agreement, and said date and time being referred to herein as the “Deadline”).
6. NBNY shall have until the Deadline to comply with the following terms and conditions with respect to the property:
 - a. NBNY shall bring the Property into compliance with all State, County and City building, housing, plumbing, electrical, fire prevention, life safety and health statutes, codes, rules and regulations and shall obtain, within such time period, a Certificate of Occupancy for all buildings and structures located on the Property. If a Certificate of Occupancy has been issued for any building or structure on the Property, NBNY either will make such building or structure fit for the use set forth in such Certificate of Occupancy or shall obtain a new Certificate of Occupancy for another use;
 - b. At or prior to the Deadline, NBNY shall schedule with the Building Inspector or the Code Compliance Supervisor of the City of Newburgh an inspection of the Property to determine compliance with the terms set forth in paragraph 6(a) above. If the Property is found to be in compliance as outlined in paragraph 6(a), the Building Inspector or the Code Compliance Supervisor of the City of Newburgh shall issue a Certificate of Occupancy or Certificate of Compliance, as the case may require;
 - c. Prior to the compliance with paragraphs 6(a) and 6(b), NBNY shall not sell, convey, assign or lease the Property or any part thereof;
7. To avoid any ambiguity, compliance with the covenants referred to in paragraph 6 by the Deadline shall include receipt of a letter from the City of Newburgh Building Inspector or City

of Newburgh Code Compliance Supervisor stating that: (a) there are no open code violations on the Property; (b) the Building Inspector or Code Compliance Supervisor observed no violations on the Property during his most recent inspection of the Property; (c) there are no open permits; and (d) there is a valid Certificate of Occupancy with respect to the Property.

8. Delays that may be attributable to the City in connection with compliance with the requirements contained in paragraph 6 (e.g. inspection delays, City Council approval delays) shall toll NBNY's compliance deadline dates on a day-for-day basis. However, NBNY must notify the City of Newburgh Office of the Corporation Counsel, in writing, when it is ready for a re-inspection, approval, or other City action in order to trigger the time tolling period. In turn, a written decision – either in letter or e-mail form – from the City about the requested City action shall end any applicable time tolling period.
9. Delays that may be attributable to any applications made by NBNY to City land use boards, including but not limited to the City of Newburgh Planning Board, City of Newburgh Zoning Board of Appeals, City of Newburgh Architectural Review Commission, shall not toll NBNY's compliance deadline dates in any manner.
10. Delays that are attributable to a federal, state, or local executive order(s) that suspend construction activities shall toll NBNY's deadlines on a day-for-day basis.
11. By the Deadline, NBNY shall be current on all unpaid City and County taxes, School tax re-levies, Water/Sewer bills, Sanitation bills, plus any applicable penalties and interest.
12. NBNY shall remain current on all City and County taxes, School tax re-levies, Water/Sewer bills, Sanitation bills, plus any applicable penalties and interest, up to and including the Deadline.

13. NBNY shall not mortgage any of the Premises or any part thereof, or cause any liens (including but not limited to UCC filings), to be filed against the Premises or any property located thereon.
14. Should NBNY fail to comply with any of the terms and conditions outlined in this Agreement by the Deadline in any respect, the Office of the Corporation Counsel shall cause to file the Documents with the Orange County Clerk, thereby vesting title with the City and extinguishing any rights, title, and interest that NBNY might have in the Property. No further notice shall be required to be delivered to NBNY if it fails to comply with any of its obligations herein by the Deadline.
15. Should NBNY comply with the terms and conditions of this agreement by the Deadline, the City shall return the Documents to NBNY. The City shall also discontinue the within court action forthwith by filing appropriate documents with the Court.
16. NBNY has had opportunity to consult with its attorneys on this matter and enter into this Agreement in accordance with its solicited legal advice, and in accordance with the rules outlined in its Operating Agreement or any other such agreement that may govern NBNY's behavior.
17. Each party to this Agreement represents and warrants that the execution, delivery and performance of this Agreement and the consummation of the transactions provided in this Agreement have been duly authorized by all necessary action of the respective entity and that the person executing this Agreement on its behalf has the full capacity to bind that entity.
18. There are no other agreements, written or oral, pending between the parties to this Agreement.
19. This Agreement is the full understanding between the parties, and any prior understandings or agreements are null and void.

20. If the City determines it necessary to bring any action at law or in equity to enforce or interpret the terms of this Agreement, the City shall be entitled to reasonable attorney's fees, costs and necessary disbursements from NBNY, in addition to any other relief to which it may be entitled.
21. Should the City prevail in any action at law or in equity to enforce or interpret the terms of this Agreement, NBNY waives any and all of its rights to appeal said determination.
22. The exchange of copies of this Agreement, including executed signature pages, by electronic transmission (including PDF or any electronic signature complying with the U.S. federal ESIGN Act of 2000, e.g., www.docusign.com) will constitute effective execution and delivery of this Agreement for all purposes.

THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK
[Signature page to follow.]

Signature Page

Stipulation of Settlement, City of Newburgh / NBNY 91 LLC

IN WITNESS WHEREOF, this Agreement is entered into on the date first referenced herein.

For the Plaintiff

CITY OF NEWBURGH

Jeremy Kaufman

Assistant Corporation Counsel

For NBNY 91 LLC

By: Bisessar Moonesar
Member, NBNY 91 LLC

SO ORDERED:

Hon. E. Loren Williams

OLD BUSINESS

Councilman Grice asked for an update on the Community Choice Aggregation, as it was legislation that we passed a while ago.

Councilwoman Monteverde would like to talk to City Engineer Jason Morris about the sidewalks. She knows that Consorti is wrapping up things this week, and one of the business owners contacted her with concerns.

There was no other old business to discuss.

NEW BUSINESS

There was no new business to discuss.

FURTHER COMMENTS FROM THE COUNCIL

Councilman Grice is happy about the free baseball program for youth on October 2, 2021. It is a great sport that could provide scholarship opportunities for children. We have an awesome field for them to play on too. Grice is glad to be able to support the Go Deep program on South Street. Even though he has to work that day, he plans to put his full attention toward the program when he gets off work. The Church at Bridge will host its annual Trunk or Treat event on Sunday, October 31, 2021 on Broadway, between Liberty Street and Grand Street. Early voting begins on October 23, 2021. He encouraged everyone to come out and vote at 401 Washington Street, from 10 A.M. until 3 P.M.

Councilwoman Mejia thanked Councilwoman Monteverde for reminding everyone about the upcoming town hall meeting on October 6, 2021 at the Ritz. Mejia commented in Spanish, and thanked everyone for coming out this evening.

Councilwoman Monteverde thanked everyone for coming out tonight. There has been some pretty good conversation and she thanked the public for informing the council about what goes on throughout the city. This past weekend was wonderful with all of the events that occurred, including the Black Renaissance Festival, Ann Street Gallery, and the ADS Warehouse, which have been converted into beautiful studio spaces. While she wasn't able to make it to Downing Park over the weekend, she did attend Senator Skoufis' event, which was a great community event too. It was nice to get out and about

while catching up with folks she hadn't seen in a while. She received a couple of photos of the photo-type chessboard and seats that sculptor Stuart Sachs is creating out of wood. It will be a great addition at Downing Park.

Councilman Sklarz deferred his comments at this time.

Councilwoman Sofokles thanked the new commissioner and police chief for their work. She likes the budget that was proposed. She listened to everything everyone said tonight. People don't understand that they can criticize the police department without knowing what the police actually do. We are very fortunate to have these quality of men who have come here to make a commitment to Newburgh. The police department is understaffed and underpaid. She knows this because she does a lot of police officers' taxes and sees what they make firsthand. They are over stressed in the City of Newburgh. When you see a police officer, make sure you thank them every day. There are always issues everywhere.

Mayor Harvey thanked everyone for coming out tonight. He commented that he has been working behind the scenes with the woman who is homeless. He knows of at least two opportunities that were presented to the woman, but, we can't make someone go into a facility if they don't want to go. He is going to continue to work with her to help her find a solution to her situation. Harvey commented that he has spoken to a number of homeless individuals over the years, even when he sat on the council as a councilman. We have a housing crisis in our city, and there is a large influx of people from other places in the city. Mental health is a very big concern, and the police department has talked about strategies regarding mental health. We are going to continue to try to figure it all out. Harvey pointed out for the record, as he has stated previously, there are only two municipalities in Orange County (City of Newburgh and Middletown) that have housing for homeless individuals. Yet there are 100's of municipalities (cities, towns and villages) in Orange County. He wished that people take their same passions regarding the homeless challenges of our city, and bring them to the County Executive and our County Legislators, because this is where the change lies. Part of the issue is that the other municipalities don't want to deal with the homeless issue in their own towns.

There were no other comments.

ADJOURNMENT

There being no further business to come before the council, the meeting adjourned at 8:50 P.M.

Respectfully Submitted,

**KATRINA COTTEN
DEPUTY CITY CLERK**