City of Newburgh Council Work Session
Sesion de trabajo del Concejal de la Ciudad de Newburgh
October 21, 2021
6:00 PM

Council Meeting Presentations

1. Public Hearing - Local Law adding Article III "Prohibition of Eviction without Good Cause" to Chapter 240 "Rental Properties"

   There will be a public hearing on Monday, October 25, 2021 to receive public comment concerning a Local Law amending Chapter 240 entitled "Rental Properties" adding Article III entitled "Prohibition of Eviction without Good Cause" to the Code of Ordinances of the City of Newburgh.

2. Public Hearing - Local Law authorizing a property tax levy in excess of the limit established in General Municipal Law Section 3-c

   There will be a public hearing on Monday, October 25, 2021 to receive public comment concerning a Local Law authorizing a property tax levy in excess of the limit established in General Municipal Law Section 3-c.

Work Session Presentations

3. Recommendation from the Mayor's Strategic Economic Development Advisory Committee (SEDAC) for a Developer of 120 Grand Street ("City Club Building")
4. Recommendation from the Mayor's Strategic Economic Development Advisory Committee (SEDAC) for a Developer of 123 Renwick Street

Finance/Finanza

5. Orange County Exemption for City Reservoir and Filter Plant Properties for 2023

   Resolution requesting an exemption from County taxes for the City's reservoir and filter plant properties for the year 2023

Grants/Contracts/Agreements / Becas /Contratos/Convenios

6. Ferry Parking Lot Lease Extension

   Resolution authorizing the City Manager to execute a third extension until December 31, 2022 to the Agreement of Lease with Riverside Newburgh Realty, LLC for the continued use of vacant real property known as Section 31, Block 5, Lots 13.2 and 14 for the purpose of providing parking for the Newburgh-Beacon Ferry commuters

7. Eighth MOU with Metro-North Railroad

   Resolution authorizing the City Manager to execute an Eighth Memorandum of Understanding with Metro-North Commuter Railroad Company to provide reimbursement of parking lot lease payments related to the Newburgh-Beacon Ferry Service

8. To apply for and Accept if Awarded a Grant from the DEC Municipal Waste Reduction and Recycling Program

   Resolution authorizing the City Manager to apply for and accept if awarded a New York State Department of Environmental Conservation Municipal Waste Reduction and Recycling State Assistance Program Grant in the amount of $50,000.00 with a hundred percent City match

Recreation/Recreacion

9. Approval for renting the Jewish Community Center Gymnasium

   Resolution authorizing the City Manager to execute a contract for the of the Kol Yisrael facilities at a cost of $3,905.00 for City of Newburgh Recreation Department activities

Police Department

10. Power DMS agreement

    Resolution authorizing the City Manager to execute an agreement with PowerDMS, Inc. for policy and procedure document management services for the City of Newburgh Police Department

Ordinances/ Decretos

11. 4-way stop at First Street and Liberty Street

    Ordinance amending Section 288-66 of the Code of Ordinances adding stop signs at the intersection of First Street and Liberty Street

12. 4-way stop at Renwick Street and South Lander Street

    Ordinance amending Section 288-66 of the Code of Ordinances adding stop signs at the intersection of Renwick Street and South Lander Street

13. 4-way stop at Dupont Avenue and Thompson Street

    Ordinance amending Section 288-66 of the Code of Ordinances adding stop signs ad the intersection of Dupont Avenue and Thompson Street

14. Ordinance amending Chapter72 Police Community Relations and Review Board

    For discussion -- proposed revisions to the Police Community Relations and Review Board enabling ordinance to add administrative support and subpoena power.

Discussion Items/Temas de Discusión

15. Street Camera Discussion - Nick Crispino, IS Manager

Executive Session/ Sesión Ejecutiva

16. Proposed, pending or current litigation

RESOLUTION NO.: 245 - 2021

OF

OCTOBER 12, 2021

RESOLUTION SCHEDULING A PUBLIC HEARING FOR OCTOBER 25, 2021 TO HEAR PUBLIC COMMENT CONCERNING A LOCAL LAW AMENDING CHAPTER 240 ENTITLED "RENTAL PROPERTIES" ADDING ARTICLE III ENTITLED "PROHIBITION OF EVICTION WITHOUT GOOD CAUSE" TO THE CODE OF ORDINANCES OF THE CITY OF NEWBURGH

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that there is hereby scheduled a public hearing to receive comments concerning "A Local Law amending Chapter 240 entitled 'Rental Properties' and adding Article III entitled 'Prohibition of Eviction Without Good Cause' to the Code of Ordinances of the City of Newburgh"; and that such public hearing be and hereby is duly set for the next regular meeting of the Council to be held at 7:00 p.m. on the 25th day of October, 2021, in the Activity Center, 401 Washington Street, Newburgh, New York;

BE IT FURTHER RESOLVED, that due to public health and safety concerns related to COVID-19 and in accordance with Part E of Chapter 417 of the Laws of 2021, the October 25, 2021 City Council meeting also will be accessible via videoconferencing, and a transcript will be provided at a later date. The public will have the option to see and hear the meeting live and provide comments on the proposed Local Law amending Chapter 240 entitled "Rental Properties" and adding Article III entitled "Prohibition of Eviction Without Good Cause" to the Code of Ordinances of the City of Newburgh as follows:

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

To access the City Council Meeting remotely: join from a PC, Mac, iPad, iPhone, or Android device through the Zoom App: https://us06web.zoom.us/webinar/register/WN_gBgFZ_YPSz-5nma9a5GBDQ. Please note that there is an underscore between the "N" and "g" and between the "Z" and "Y").

In order to provide comments during the hearing you must register in advance for this webinar no later than 4:00 p.m. on Monday, October 25, 2021 through the Zoom App: https://us06web.zoom.us/webinar/register/WN_gBgFZ_YPSz-5nma9a5GBDQ. Please note that there is an underscore between the "N" and "g" and between the "Z" and "Y"). Please fill out the required information (First Name, Last Name, E-mail Address and check appropriate box to comment during the public hearing). After registering, you will receive a confirmation email containing information about joining the webinar.

Comments can be provided by email before the meeting to comments@cityofnewburgh-ny.gov with the Subject Line in this format: "PUBLIC HEARING ITEM" by 4:00 p.m. on Monday, October 25, 2021. Please check the meeting Agenda posted on the website for further instructions to access the virtual meeting and for updated information.

I, Lorene Vitek, City Clerk of the City of Newburgh, hereby certify that I have compared the foregoing with the original resolution adopted by the Council of the City of Newburgh at a regular meeting held 10/18/21 and that it is a true and correct copy of such original.

Witness my hand and seal of the City of Newburgh this 13 day of Oct, 2021

City Clerk

LOCAL LAW NO.: _____ - 2021

OF

OCTOBER 25, 2021

A LOCAL LAW AMENDING CHAPTER 240 ENTITLED "RENTAL PROPERTIES" TO ADD ARTICLE III ENTITLED "PROHIBITION OF EVICTION WITHOUT GOOD CAUSE" TO THE CODE OF ORDINANCES OF THE CITY OF NEWBURGH

BE IT ENACTED, by the Council of the City of Newburgh, New York that Chapter 240 "Rental Properties" be and is hereby amended to add Article III, "Prohibition of Eviction Without Good Cause" as follows:

SECTION 1 - TITLE

This Local Law shall be referred to as "A Local Law amending Chapter 240 entitled 'Rental Properties' and to add Article III entitled 'Prohibition of Eviction Without Good Cause' to the Code of Ordinances of the City of Newburgh".

SECTION 2 - PURPOSE AND INTENT

The Council of the City of Newburgh commissioned and completed a Housing Needs Assessment to evaluate current housing needs in the City of Newburgh and to promote the development of long-term housing policies. The Housing Needs Assessment found housing cost burden rates for renter-occupied homes at significantly higher rates for City of Newburgh renters than for those in Orange County and all City of Newburgh census tracts had cost burden rates for renters over 50%. Renters in the City of Newburgh, especially, low- and moderate-income renters increasingly are faced with the refusal of landlords to continue to rent to otherwise credit-worthy tenants and tenants who are otherwise following all applicable laws. Increased real estate prices in the City is leading to gentrification and the displacement of tenants who cannot afford increasing rents. The Housing Needs Assessment produced the Newburgh Housing Report which outlined policy themes, goals and actions that could assist the City in developing a long-term strategy for meeting local housing needs. Strengthening and expanding eviction prevention programs, including adopting a "just cause" eviction law was identified as an action item to reduce incidents of eviction leading to homelessness. The primary purpose of this Article is to implement a policy recommendation of the City of Newburgh Housing Needs Assessment and Newburgh Housing Report intended to protect tenants from exorbitant and predatory rent increases that could result in a significant increase in homelessness in the City of Newburgh.

SECTION 3 - AMENDMENT

The Code of Ordinances of the City of Newburgh is hereby amended to add new Article III entitled "Prohibition of Eviction Without Good Cause" to Chapter 240 entitled "Rental Properties" to read as follows:

ARTICLE III. PROHIBITION OF EVICTION WITHOUT GOOD CAUSE

§ 240-30. Legislative authority.

A. Pursuant to the New York State Constitution, the City Council of the City of Newburgh may adopt and amend laws pertaining to the protection, conduct, safety, health and well-being of the persons and property in the City.
B. This local law is authorized by the Municipal Home Rule Law, adopted as chapter 36-a of the Consolidated Laws of the State of New York, and the General City Law, adopted as chapter 21 of the Consolidated Laws of the State of New York.

§ 240-31. Definitions.
As used in this Article, the following terms shall have the meanings indicated:

DISABLED PERSON means as applied according to the definition set forth in the New York State Public Housing Law §14(4)(c)(iii).

HOUSING ACCOMMODATION means residential premises, including a dwelling, dwelling unit, or rooming unit as defined in this Chapter, located in the City of Newburgh.

LANDLORD means any owner, lessor, sub-lessor, assignor, or other person receiving or entitled to receive rent for the occupancy of any housing accommodation or the agent of any the foregoing.

RENT means any consideration, including any bonus, benefit, or gratuity, demanded or received for or in consideration with the possession, use, or occupancy of housing accommodations or the execution or transfer of a lease for such housing accommodations.

TENANT means a tenant, sub-tenant, lessee, sub-lessee, assignee, manufactured home tenant as defined in paragraph one of subsection (A) of section two hundred thirty-three of the New York State Real Property Law, an occupant of a rooming house or hotel as defined in section seven hundred eleven of the New York State Real Property Actions and Proceedings Law, or any other person entitled to the possession, use or occupancy of any housing accommodation.

§ 240-32. Applicability.
This article shall apply to all housing accommodations except:

A. Owner-occupied premises with less than four units.

B. Premises where the possession, use or occupancy of which is solely incident to employment and such employment is being lawfully terminated.
C. Premises otherwise subject to regulation of rents or evictions pursuant to state or federal law to the extent that such state or federal law requires "good cause" for termination or non-renewal of such tenancies.
D. Premises sublet pursuant to section two hundred twenty-six-b of the New York State Real Property Law or otherwise, where the sub-lessor seeks in good faith to recover possession of such housing accommodation for personal use and occupancy.

§ 240-33. Necessity for good cause.

No landlord shall, by action to evict or to recover possession, by exclusion from possession, by failure to renew any lease, or otherwise, remove any tenant from housing accommodation except for good cause as defined in Section 240-34 of this article.

§ 240-34. Grounds for removal of tenants.

A. No landlord shall remove a tenant from any housing accommodation, or attempt such removal or exclusion from possession, notwithstanding that the tenant has no written lease or that the lease or other rental agreement has expired or otherwise terminated, except upon order of a court of competent jurisdiction entered in an appropriate judicial action or proceeding in which the plaintiff or petitioner has established one of the following grounds as good cause for removal or eviction:
    1. The tenant has failed to pay rent due and owing, provided, however, that the rent due and owing, or any part thereof, did not result from a rent increase or pattern of rent increases which, regardless of the tenant's prior consent, if any, is unconscionable or imposed for the purpose of circumventing the intent of this article. In determining whether all or part of the rent due and owing is the result of an unconscionable rent increase or pattern of rent increases, the court may consider, among other factors, i) the rate of the increase relative to the tenant's ability to afford said increase, ii) improvements made to the subject unit or common areas serving said unit, iii) whether the increase was precipitated by the tenant engaging in the activity described at section 223-b (1(a)-(c)) of the New York State Real Property Law, iv) significant market changes relevant to the subject unit, and v) the condition of the unit or common areas serving the unit, and it shall be a rebuttable presumption that the rent for a dwelling not protected by rent regulation is unconscionable or imposed for the purpose of circumventing the intent of this article if said rent has been increased in any calendar year by a percentage exceeding five percent;
    2. The tenant is violating a substantial obligation of their tenancy, other than the obligation to surrender possession, and has failed to cure such violation after written notice that the violation cease within ten days of receipt of such written notice, provided however, that the obligation of tenancy for which violation is claimed was not imposed for the purpose of circumventing the intent of this article;
    3. The tenant is committing or permitting a nuisance in such housing accommodation, or is maliciously or by reason of negligence damaging the housing accommodation; or the tenant's conduct, including but not limited to, smoking inside the dwelling unit where smoking inside the dwelling unit has been prohibited by the landlord and such prohibition has been

communicated to the tenant, failing to dispose of waste created by the tenant's pet(s) from the property on which the dwelling unit is located in accordance with relevant laws, and causing the accumulation of excessive rubbish and/or garbage in the dwelling unit and common areas, is such as to interfere with the comfort of the landlord or other tenants or occupants of the same or adjacent buildings or structures;

4. Occupancy of the housing accommodation by the tenant is in violation of or causes a violation of law and the landlord is subject to civil or criminal penalties therefore; provided however that the City of Newburgh or other qualified governmental entity has issued an order requiring the tenant to vacate the housing accommodation. No tenant shall be removed from possession of a housing accommodation on such ground unless the court finds that the cure of the violation of law requires the removal of the tenant and that the landlord did not, through neglect or deliberate action or failure to act, create the condition necessitating the order to vacate. In instances where the landlord does not undertake to cure conditions of the housing accommodation causing such violation of the law, the tenant shall have the right to pay or secure payment in a manner satisfactory to the court, to cure such violation provided that any tenant expenditures shall be applied against rent to which the landlord is entitled. In instances where removal of a tenant is absolutely essential to their health and safety, the removal of the tenant shall be without prejudice to any leasehold interest or other right of occupancy the tenant may have and the tenant shall be entitled to resume possession at such time as the dangerous conditions have been removed. Nothing herein shall abrogate or otherwise limit the right of a tenant to bring an action for monetary damages against the landlord to compel compliance by the landlord with all applicable laws;
5. The tenant is using or permitting the housing accommodation to be used for an illegal purpose;
6. The tenant has unreasonably refused the landlord access to the housing accommodation for the purpose of making necessary repairs or improvements required by law or for the purpose of showing the housing accommodation to a prospective purchaser, mortgagee, or other person having a legitimate interest therein;
7. The landlord seeks in good faith to recover possession of a housing accommodation located in a building containing fewer than twelve units because of immediate and compelling necessity for their own personal use and occupancy as their principal residence, or the personal use and occupancy as principal residence of their partner, spouse, parent, child, stepchild, father-in-law or mother-in-law, when no other suitable housing accommodation in such building is available. This paragraph shall permit recovery of only one housing accommodation and shall not apply to a housing accommodation occupied by a tenant who is sixty-two years of age or older or who is a disabled person;
8. The landlord seeks in good faith to recover possession of any or all housing accommodations located in a building with less than five units to personally occupy such housing accommodations as their principal residence;
9. The owner-landlord has in good faith entered into a contract for the sale of the housing accommodation and such contract requires that the housing accommodation be transferred free and clear of any and all residential tenancy obligations as a condition of such sale where the owner-landlord has no shared financial or other interest with the potential buyer other

than the sale of the housing accommodation in question and submitted sufficient proof to the court thereof.

10. Where the tenant has refused in bad faith to enter into a written lease which has been offered in good faith to the tenant by the landlord subject to the following:
    a. The proposed written lease must have been offered to the tenant in writing on at least two occasions at least two weeks apart, which such written offer to include:
        i. An original and one copy of the proposed written lease, executed by the landlord or the landlord's designee;
        ii. Notice of the landlord's intention to pursue eviction within 120 days pursuant to this article if the tenant rejects the proposed written lease and/or does not enter into said lease within forty-five days of the initial offer;
        iii. Clear instructions to the tenant concerning the matter in which the tenant is to communicate to the landlord acceptance or rejection of the written lease; and
        iv. Notice of any proposed increase equal to or greater than 5% shall be provided in compliance with New York State Real Property Law Section 226-C
    b. The proposed written lease shall not supersede an existing, active lease to which the landlord and tenant are parties;
    c. The terms of the proposed lease may not:
        i. Be unconscionable and/or mandate or proscribe activities not rationally related to the regulation of activities which would create a nuisance at the property or cause discomfort to the tenants or occupants of the same or adjacent buildings or structures as described in Section 240-34(A)(3) above; or
        ii. Substantially alter the terms of any existing lease;
    d. The proposed written lease shall not be offered for the purposes of circumventing this article;
    e. The tenant shall be entitled to dismissal of any eviction petition brought for the tenant's refusal to enter into a lease according to these terms if:
        i. The tenant consents to enter into the proposed written lease presented in the first offer pursuant to subsection 10(a) at any time prior to the execution of the warrant of eviction regardless of landlord's willingness to accept said consent at the time it is communicated; and/or
        ii. Prior to the commencement of the eviction proceeding the tenant attempted in good faith to negotiate the terms of the proposed written lease and that the landlord refused in bad faith to engage in such negotiation; and/or
        iii. The tenant's failure to enter into the proposed written lease was due to a good faith failure to comprehend the terms of the proposed written lease; and/or
        iv. The tenant is a victim of domestic violence as defined by New York State Social Service Law Section 459-A and is unable to safely enter into the proposed written lease due to good faith concerns for the tenant's personal safety; and/or

v. The proposed written lease includes an increase in rent or increase in the tenant's responsibility for recurring payments associated with the tenancy which is unconscionable or imposed for the purposes of circumventing this article per Section 240-34(A)(1) above;

f. That any proceeding for eviction pursuant to this subsection shall have been commenced within 120 days of the proposed written lease first having been offered to the tenant.

B. A tenant required to surrender a housing accommodation by virtue of the operation of paragraph (7), (8), or (9) of Section 240-24(A) of this Article shall have a cause of action in any court of competent jurisdiction for damages, declaratory, and injunctive relief against a landlord or purchaser of the premises who makes a fraudulent statement regarding a proposed use of the housing accommodation. In any action or proceeding brought pursuant to this provision a prevailing tenant shall be entitled to recovery of actual damages, and reasonable attorneys' fees.

C. Nothing in this section shall abrogate or limit the tenant's right, pursuant to section seven hundred fifty-one of the New York State Real Property Actions and Proceedings Law, to permanently stay the issuance or execution of a warrant or eviction in a summary proceeding, whether characterized as a nonpayment, objectionable tenancy, or holdover proceeding, the underlying basis of which is the nonpayment of rent, so long as the tenant complies with the procedural requirements of section seven hundred fifty-one of the New York State Real Property Actions and Proceedings Law.

SECTION 4 – SEVERABILITY

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

SECTION 5 – CODIFICATION

It is the intention of the City Council of the City of Newburgh and it is hereby enacted that the provisions of this Local Law shall be included in the 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 6 – VALIDITY

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

SECTION 7 – EFFECTIVE DATE

This Local Law and shall be effective on January 1, 2022 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.: 246 - 2021

OF

OCTOBER 12, 2021

RESOLUTION SCHEDULING A PUBLIC HEARING
FOR OCTOBER 25, 2021 TO HEAR PUBLIC COMMENT
CONCERNING A LOCAL LAW AUTHORIZING A PROPERTY TAX LEVY IN EXCESS
OF THE LIMIT ESTABLISHED IN GENERAL MUNICIPAL LAW SECTION 3-c

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that there is hereby scheduled a public hearing to receive comments concerning "A local law authorizing a property tax levy in excess of the limits established in General Municipal Law Section 3-c"; and that such public hearing be and hereby is duly set for the next regular meeting of the Council to be held at 7:00 p.m. on the 25th day of October, 2021 in the Activity Center, 401 Washington Street, Newburgh, New York; and

BE IT FURTHER RESOLVED, that due to public health and safety concerns related to COVID-19 and in accordance with Part E of Chapter 417 of the Laws of 2021, the October 25, 2021 City Council meeting also will be accessible via videoconferencing, and a transcript will be provided at a later date. The public will have the option to see and hear the meeting live and provide comments on the proposed local law authorizing a property tax levy in excess of the limits established in General Municipal Law Section 3-c as follows:

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

To access the City Council Work Session and Meeting remotely: join from a PC, Mac, iPad, iPhone, or Android device through the Zoom App: https://us06web.zoom.us/webinar/register/WN_gBgFZ_YPSz-5nma9a5GBDQ. Please note that there is an underscore between the "N" and "g" and between the "Z" and "Y").

In order to provide comments during the hearing you must register in advance for this webinar no later than 4:00 p.m. on Monday, October 25, 2021 through the Zoom App: https://us06web.zoom.us/webinar/register/WN_gBgFZ_YPSz-5nma9a5GBDQ. Please note that there is an underscore between the "N" and "g" and between the "Z" and "Y"). Please fill out the required information (First Name, Last Name, E-mail Address and check appropriate box to comment during the public hearing). After registering, you will receive a confirmation email containing information about joining the webinar.

Comments can be provided by email before the meeting to comments@cityofnewburgh-ny.gov with the Subject Line in this format: "PUBLIC HEARING ITEM" by 4:00 p.m. on Monday, October 25, 2021. Please check the meeting Agenda posted on the website for further instructions to access the virtual meeting and for updated information.

I, Lorene Vitek, City Clerk of the City of Newburgh, hereby certify that I have compared the foregoing with the original resolution adopted by the Council of the City of Newburgh at a regular meeting held 10/12/21 and that it is a true and correct copy of such original.
Witness my hand and seal of the City of Newburgh this 13 day of October 2021

City Clerk

LOCAL LAW NO.: _____ - 2021

OF

_____, 2021

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

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

SECTION 1. LEGISLATIVE INTENT

It is the intent of this local law to allow the City of Newburgh to adopt a budget for the fiscal year commencing January 1, 2022 that requires a real property tax levy in excess of the "tax levy limit" as defined by General Municipal Law Section 3-c.

SECTION 2. AUTHORITY

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

SECTION 3. TAX LEVY LIMIT OVERRIDE

The City Council of the City of Newburgh, County of Orange, is hereby authorized to adopt a budget for the fiscal year commencing January 1, 2022 that requires a real property tax levy in excess of the amount otherwise prescribed in General Municipal Law Section 3-c.

SECTION 4. SEVERABILITY

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

SECTION 5. EFFECTIVE DATE

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

DRAFT

RESOLUTION NO.: _____- 2021

OF

OCTOBER 25, 2021

A RESOLUTION REQUESTING AN EXEMPTION FROM COUNTY TAXES FOR THE CITY'S RESERVOIR AND FILTER PLANT PROPERTIES FOR THE YEAR 2023

BE IT RESOLVED, by the Council of The City of Newburgh, New York, that the City Manager be and he is hereby authorized and directed to request a real property tax exemption from real property taxes to be levied by the County of Orange on all of the City's reservoir and filter plant properties, and the buildings and improvements thereon, and to be constructed thereon in the Town of Newburgh and the Town of New Windsor, pursuant to the provisions of Section 406, subdivision 3, of the Real Property Tax Law of the State of New York.

The requested exemption would include exemption from all taxation, special ad valorum levies and special assessments through December 31, 2023, so long as the subject premises are used for the aforesaid purposes.

The specific properties involved are as follows:

OWNER	MUNICIPALITY	TAX PARCEL NO.
CITY OF NEWBURGH	TOWN OF NEW WINDSOR	4 - 1 - 38
		4 - 1 - 35
		4 - 3 - 1.1
		4 - 1 - 12.2
		4 - 1 - 9.21
		4 - 1 - 10
		32 - 2 - 53
	TOWN OF NEWBURGH	75 - 1 - 17
		97 - 3 - 17
		97 - 2 - 22.1
		97 - 3 - 10
		97 - 1 - 44; and

BE IT FURTHER RESOLVED, that the City Manager be and he is hereby authorized to execute an Agreement, a copy of which is annexed hereto, with the County of Orange to effectuate such exemption.

AGREEMENT, made this ____ day of _____, 20____ by and between

THE CITY OF NEWBURGH, a municipal corporation duly organized and existing under the laws of the State of New York and having its principal place of business at City Hall, 83 Broadway, in the City of Newburgh, County of Orange, State of New York; and

THE COUNTY OF ORANGE, a municipal corporation duly organized and existing under the laws of the State of New York and having its principal place of business at the Orange County Government Center, Main Street in the Village of Goshen, County of Orange and State of New York,

WHEREAS, the City of Newburgh is the owner of several parcels of real property located in the Towns of Newburgh and New Windsor, Orange County, New York and designated on the official tax map of said towns as set forth in Schedule "A" annexed hereto and made a part hereof; and

WHEREAS, The City of Newburgh uses said property for the operation of a water filtration plant and reservoirs exclusively; and

WHEREAS, The County of Orange has in the past, imposed taxes against said parcels of real property; and

WHEREAS, Section 406(3) of the Real Property Tax Law of the State of New York in essence, inter alia, provides that real property owned by a municipality with a population of less than 100,000 people, which property is located without its corporate limits and is used as a reservoir or water filtration plant may be wholly or partially exempt from taxation, special ad valorum levies, and special assessments, provided that the governing board of the taxing authorities so agree in writing; and

WHEREAS, the aforesaid relief from County taxes was requested by said municipality by Resolution Number ____-2021 of October 25, 2021 of The City of Newburgh, New York; and

WHEREAS, the County of Orange was authorized to enter into this agreement by Resolution Number _____ of _____, dated _____, 20___, of the Orange County Legislature, it appearing that such agreement would be in the best interests of the citizens of Orange County,

NOW, THEREFORE, in consideration of the premises and pursuant to Real Property Tax Law, Section 406 (3), it is agreed as follows:

1. The County of Orange, by action of the Legislature thereof, shall wholly exempt the parcels of real property, listed in Schedule "A" annexed hereto, together with the buildings and improvements now existing thereon or hereinafter installed, owned by The City of Newburgh and exclusively used as a water filtration plant and reservoir properties, which properties are located in the Town of Newburgh and Town of New Windsor, County of Orange, State of New York, and which properties are designated by section, block and lot in Schedule "A", annexed hereto on the official tax map of said towns, from all taxation, special ad valorum levies, and special assessments levied by Orange County for the County tax year, January 1, 2023 to December 31, 2023 so long as the subject premises are used for the aforesaid purposes.

2. This agreement shall not be self-renewing and shall not be extended to any County tax year after December 31, 2023, unless the Orange County Legislature specifically renews or extends the same before the applicable taxable status date for any such year.

3. The County of Orange expressly reserves its right to impose, levy and collect with respect to the subject premises, any financial obligation not specifically excluded by the provisions of Real Property Tax Law, Section 406 (3).

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

[SEAL] THE CITY OF NEWBURGH

By:_____
Todd Venning, City Manager
Pursuant to Res. No.:

[SEAL] THE COUNTY OF ORANGE

By:_____
Stefan ("Steven") M. Neuhaus,
County Executive

APPROVED AS TO FORM:

_____
MICHELLE KELSON
Corporation Counsel

_____
JANICE GASTON
City Comptroller

SCHEDULE "A"

OWNER	MUNICIPALITY	TAX PARCEL NO.
CITY OF NEWBURGH	TOWN OF NEW WINDSOR	4 - 1 - 38
		4 - 1 - 35
		4 - 3 - 1.1
		4 - 1 - 12.2
		4 - 1 - 9.21
		4 - 1 - 10
		32 - 2 - 53
	TOWN OF NEWBURGH	75 - 1 - 17
		97 - 3 - 17
		97 - 2 - 22.1
		97 - 3 - 10
		97 - 1 - 44

County Legislature

Katherine E. Bonelli, Chairwoman
Jean M. Ramppen, Clerk

255 Main Street – 2nd Fl
Goshen, NY 10924

Tel: (845) 291-4800 ☎ Fax: (845) 378-2375

October 1, 2021

received
10/5/21
OB

Hon. Torrance Harvey
City of Newburgh
83 Broadway, City Hall
Newburgh, New York 12550

Dear Mayor Harvey:

Your agreement with the County of Orange providing for the exemption from county taxation on certain real property located in the Towns of New Windsor and Newburgh for use of your city water system will expire on December 31, 2022.

If you wish the County Legislature to exempt these properties for the year 2023, please notify this office with a copy of a resolution (which states the exemption year) adopted by your city council by December 17, 2021.

A schedule of the properties that were exempt for 2022 is enclosed for your information. Please compare it to the resolution you will be adopting this year.

Very truly yours,

Jean M. Ramppen

Jean M. Ramppen, Clerk
Orange County Legislature

cc: City Clerk

SCHEDULE A

MUNICIPALITY	LOCATION	TAX PARCEL NO.
City of Middletown	Town of Wallkill	999 - 1 - 21
		999 - 1 - 22
		999 - 1 - 23
		999 - 1 - 24
		999 - 1 - 25
		999 - 1 - 26
		999 - 1 - 27
		999 - 1 - 28
		999 - 1 - 29
		999 - 1 - 19
		999 - 1 - 20
		48 - 1- 5.1
		48-1-5.2
		48 - 1 - 6.1
		64 - 1 - 2
		69 - 1 - 15
		999 - 1 - 20.1
		49 - 1 - 32
		49 - 1 - 62.2
		64 - 1 - 4.1
City of Middletown	Town of Mount Hope	12 - 1 - 23
		4 - 1 - 44.1
		14 - 1 - 76
		14 - 1 - 95
		14 - 1 -127
		17 - 1 - 19
City of Newburgh	Town of New Windsor	4 - 1 - 38
		4 - 1 - 35
		4 - 3 - 1.1
		4 - 1 - 12.2
		4 - 1 - 9.21
		4 - 1 - 10
		32 - 2 - 53
City of Newburgh	Town of Newburgh	75 - 1 - 17
		97 - 3 - 17
		7 - 2 - 22.1
		97 - 3 - 10
		97 - 1 - 44
City of Port Jervis	Town of Deerpark	54 -1-35.1
		52 -1 -2
		52 -1-54.1
		35 - 1 - 8.2
		57 - 1 - 40
Village of Chester	Town of Monroe	18 - 5 - 11
		13 - 1 - 28
		8 - 1 - 78
		8 - 1 - 35
		8 - 1 - 77

		8 - 1 - 24
		8 - 1 - 23
		8 - 1 - 22
		8 - 1- 21
		8 - 1 - 16
		8 - 1 - 14
		8 - 1 - 13
		8 - 1 - 12
		8 - 1 - 11
		8 - 1 - 10
		8 - 1 - 9
		8 - 1 - 8
		8 - 1 - 54
		8 - 1 – 53
		8 - 1 - 42
		8 - 1 - 44
		8 - 1 - 45
		8 - 1 - 46
Village of Cornwall-on-Hudson	Town of Cornwall	31 - 1 - 15
		29 - 1 - 54
		29 - 1 - 50
		4 - 2 - 56
		32 - 1 - 17
		32 - 1 - 8.1
Village of Cornwall-on-Hudson	Town of New Windsor	65 - 1 - 20
Village of Goshen	Town of Goshen	13 - 1 -32.61
		15 - 1 - 8
		15 - 1 - 48
		15 - 1 - 50
	Town of Wallkill	61 - 1 - 43
Village of Highland Falls	Town of Highlands	1 - 1 - 2
Village of Kiryas Joel	Town & Village of Woodbury	213 - 1 - 64.1
	Town & Village of Woodbury	213 - 1 - 49
	Town & Village of Woodbury	02 - 1 - 19
	Town & Village of Woodbury	999 – 7 - 2
	Town & Village of Woodbury	999 – 7 - 1
	Town of Monroe	2 - 1 - 20
	Town of Monroe	2 - 1 - 22
	Town of Monroe	2 - 1 - 23
	Village of Monroe	216 -1 - 46.21
	Town of Cornwall	36 - 1 - 56
	Town of Cornwall	4 – 1 – 83
	Town of Cornwall	5 – 3 – 4.2
	Town of Cornwall	4 – 2 – 55
	Town of Cornwall	4 – 2 – 54
	Town of Cornwall	7-5-1
	Town of Cornwall	12-1-1.32
	Town of New Windsor	35 - 1 - 79.22

	Town of New Windsor	35 - 1 - 86.1
	Town of New Windsor	36 - 1 - 30
	Town of New Windsor	36 - 1 - 14
	Town of New Windsor	65 - 1 - 22.2
	Town of New Windsor	36-1-11
	Town of New Windsor	67-5-15
	Town of New Windsor	67-5-16
Village of Maybrook	Town of Hamptonburgh	3 - 1 - 6
Village of Montgomery	Town of Montgomery	28 - 1 - 63
Village of Tuxedo Park	Town of Tuxedo	13 - 3 - 12
Village of Walden	Town of Montgomery	10 - 1 - 4.21
		2 - 1 - 24.1
		2 - 1 - 24.21
		2 - 1 - 25.11

The City of Newburgh
Office of the Corporation Counsel

City Hall – 83 Broadway
Newburgh, New York 12550

Michelle Kelson
Corporation Counsel

Tel. (845) 569-7335
Fax. (845) 569-7338

Jeremy Kaufman
Assistant Corporation Counsel

October 7, 2021

Jean Ramppen, Clerk
Orange County Legislature
Orange County Government Center
255-275 Main Street
Goshen, NY 10924

Re: Orange County Tax Exemption for
City of Newburgh Reservoir Lands for 2023

Dear Ms. Ramppen:

Thank you for your October 1, 2021 letter to Mayor Harvey advising that it is time to request that the Orange County Legislature exempt reservoir and filter plant properties owned by the City of Newburgh in the Towns of New Windsor and Newburgh for the year 2023.

Please note that there is a typographical error in Schedule "A" affecting one of the City of Newburgh properties located in the Town of Newburgh. The City of Newburgh property located in the Town of Newburgh is incorrectly identified in Schedule "A" as Section 7, Block 2, Lot 22.1 and should be corrected to be identified as Section 97, Block 2, Lot 22.1.

Thank you for your assistance with this matter.

Very truly yours,

MICHELLE KELSON
Corporation Counsel

MK/dt
Enclosure

County Legislature

Katherine E. Bonelli, Chairwoman
Jean M. Ramppen, Clerk
255 Main Street – 2nd Fl
Goshen, NY 10924
Tel: (845) 291-4800 ☎ Fax: (845) 378-2375

October 1, 2021

received
10/5/21
OB

Hon. Torrance Harvey
City of Newburgh
83 Broadway, City Hall
Newburgh, New York 12550

Dear Mayor Harvey:

Your agreement with the County of Orange providing for the exemption from county taxation on certain real property located in the Towns of New Windsor and Newburgh for use of your city water system will expire on December 31, 2022.

If you wish the County Legislature to exempt these properties for the year 2023, please notify this office with a copy of a resolution (which states the exemption year) adopted by your city council by December 17, 2021.

A schedule of the properties that were exempt for 2022 is enclosed for your information. Please compare it to the resolution you will be adopting this year.

Very truly yours,

Jean M. Ramppen

Jean M. Ramppen, Clerk
Orange County Legislature

cc: City Clerk

SCHEDULE A

MUNICIPALITY	LOCATION	TAX PARCEL NO.
City of Middletown	Town of Wallkill	999 - 1 - 21
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		7 - 2 - 22.1 97-2-22.1
		97 - 3 - 10
		97 - 1 - 44
City of Port Jervis	Town of Deerpark	54 -1-35.1
		52 -1 -2
		52 -1-54.1
		35 - 1 - 8.2
		57 - 1 - 40
Village of Chester	Town of Monroe	18 - 5 - 11
		13 - 1 - 28
		8 - 1 - 78
		8 - 1 - 35
		8 - 1 - 77

RESOLUTION NO.: _____ - 2021

OF

OCTOBER 25, 2021

RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A THIRD EXTENSION UNTIL DECEMBER 31, 2022 TO THE AGREEMENT OF LEASE WITH RIVERSIDE NEWBURGH REALTY, LLC FOR THE CONTINUED LEASE OF VACANT REAL PROPERTY KNOWN AS SECTION 31, BLOCK 5, LOTS 13.2 AND 14 FOR THE PURPOSE OF PROVIDING PARKING FOR THE NEWBURGH-BEACON FERRY COMMUTERS

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

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

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

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

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

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

WHEREAS, due to the Coronavirus pandemic, by Resolution No. 307-2020 of December 14, 2020 and Resolution No. 117-2021 of May 10, 2021, the City Council authorized a six (6) month extensions of the Second New Lease for the period January 1, 2021 through June 30, 2021 and July 1, 2021 through December 31, 2021; and

WHEREAS, the City and Riverside agree that the Coronavirus pandemic warrants further extension of the Second New Lease for a one year covering the period January 1, 2022 through December 31, 2022 to provide additional time to adequately evaluate renewal options; the same being in the best interests of the City of Newburgh;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager on behalf of the City of Newburgh, be and he is hereby authorized to execute a Third Addendum to the Second New Agreement of Lease providing for a one (1) year extension for a term beginning on January 1, 2022 through December 31, 2022 with Riverside Newburgh Realty, LLC, in substantially the same form as annexed hereto with other provisions as Corporation Counsel may require, for the purpose of providing parking for users of the Newburgh-Beacon Ferry and uses associated therewith.

ADDENDUM TO AGREEMENT OF LEASE

THIS ADDENDUM TO AGREEMENT OF LEASE ("Addendum"), made as of this ___ day of _____, 2021, by and between Riverside Newburgh Realty, LLC., a New York limited liability corporation, having an address of P.O. Box 8, Newburgh, New York 12551, ("Riverside"), and the City of Newburgh, a New York municipal corporation with principal offices at 83 Broadway, City Hall, Newburgh, New York 12550 ("City").

W I T N E S S E T H:

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

WHEREAS, the Lease Agreement was to expire on December 31, 2020 and the parties agreed to extend the term of the Lease Agreement for the period January 1, 2021 through June 30, 2021 ("Addendum to Lease Agreement"); and

WHEREAS, the Addendum to Lease Agreement was set to expire on June 30, 2021 and the parties agreed to extend the term of the Lease Agreement for the period July 1, 2021 through December 31, 2021 ("Second Addendum to Lease Agreement")

WHEREAS, the City desires to continue to lease from Riverside the Property for use in connection with parking to be used for ferry service between the Cities of Newburgh and Beacon and uses associated therewith (the "Project") and Riverside desires to lease to City the Property therefor and the parties agree that it is necessary to extend the term of the Lease Agreement for the period January 1, 2022 through December 31, 2022:

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

1. The term set forth in Paragraph 1.3 of the Lease Agreement, as amended by paragraph 1 of the Addendum to Lease Agreement and the Second Addendum to Lease Agreement, shall be extended for an additional extension term commencing on January 1, 2022 and terminating on December 31, 2022 ("Third Extension Term").
2. The Renewal Options set forth in Paragraphs 5.1 and 5.2 of the Lease Agreement as amended by paragraph 2 of the Addendum to Lease Agreement and Second Addendum to Lease Agreement, are amended as follows:
    a. No later than three (3) months prior to the expiration of the Third Extension Term, unless the Lease is sooner terminated, each party shall have the right to notify the other of its intention to terminate the Lease Agreement, or to seek a renewal thereof.
    b. Upon the mutual agreement of the parties, the Lease may be renewed for one (1) additional term January 1, 2023 and expiring on December 31, 2024.

3. For the Third Extension Term, rent shall be payable monthly in advance in equal monthly installments of Twenty-One Thousand Nine Hundred Sixteen ($21,916) Dollars, provided however that City shall have the right to terminate this lease if the City has not received reimbursement from state sources, including but not limited to the Metropolitan Transportation Authority, Metro-North Railroad and/or The New York State Department of Transportation, of the full amount of the rent under the Lease Agreement, and in no event shall City's obligation to pay rent to Riverside exceed City's reimbursement from other sources.
4. All other terms and conditions set forth in the Lease Agreement shall remain in full force and effect during the Third Extension Term and Renewal Term.

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

RIVERSIDE NEWBURGH REALTY, LLC Landlord

By: _____
William Kaplan, Manager

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

CITY OF NEWBURGH, Tenant

By: _____
Todd Venning
City Manager
Per Res. No.

Remainder of this page intentionally left blank

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

On the ____ day of _____ in the year 2021, before me, the undersigned, a Notary Public in and for said State, personally appeared WILLIAM KAPLAN, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted; executed the instrument.

_____

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

On the ____ day of _____ in the year 2021, before me, the undersigned, a Notary Public in and for said State, personally appeared JOSEPH A. BONURA, SR., personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted; executed the instrument.

_____

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

On the ____ day of _____ in the year 2021, before me, the undersigned, a Notary Public in and for said State, personally appeared TODD VENNING, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in her capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted; executed the instrument.

_____

RESOLUTION NO.: _____ - 2021

OF

OCTOBER 25, 2021

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

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

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

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

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

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

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

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

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

WHEREAS, due to the Coronavirus pandemic, by Resolution No. 308-2020 of December 14, 2020 and Resolution No. 118-2021 of May 10, 2021, the City Council authorized a Sixth Memorandum of Understanding for the period January 1, 2021 through June 30, 2021 and a Seventh Memorandum of Understanding for the period July 1, 2021 through December 31, 2021 to ensure continuation of ferry service between the Cities of Newburgh and Beacon by providing continued reimbursement to the City for payments under the Second New Lease Extension and Second New Lease Second Extension with Riverside consistent with their terms; and

WHEREAS, the City and MNR agree that the Coronavirus pandemic warrants an Eighth Memorandum of Understanding for the period January 1, 2022 through December 31, 2022 to coterminous with the Second New Lease Third Extension with Riverside ensure continuation of ferry service between the Cities of Newburgh and Beacon by providing continued reimbursement to the City for payments under the Second New Lease Third Extension with Riverside consistent with its term; the same being in the best interests of the City of Newburgh;

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

10/13/21

EIGHTH MEMORANDUM OF UNDERSTANDING

EIGHTH MEMORANDUM OF UNDERSTANDING ("EIGHTH MOU") dated _____ __, 2021, by and between Metro-North Commuter Railroad Company ("Metro-North"), a public benefit corporation of the State of New York and a subsidiary of the Metropolitan Transportation Authority ("MTA"), with its principal offices at 420 Lexington Avenue, 11th floor, New York, New York 10170 and the City of Newburgh ("City"), a municipal corporation with its principal offices located at City Hall, 83 Broadway, Newburgh, New York 12550 (collectively, the "Parties").

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

WHEREAS, the City and Metro-North entered into a Sixth Memorandum of Understanding dated January 1, 2021 ("Sixth MOU") whereby Metro-North agreed to reimburse the City for the rent payments made by the City under the Second New Lease Extension for the January 1, 2021 – June 30, 2021 Period at the same rate of $21,916 per month; and

WHEREAS, the Second New Lease was extended for the period July 1, 2021 through December 31, 2021 ("Second New Lease Second Extension") at the same rate of $21,916 per month ("July 1, 2021 – December 31, 2021 Period"); and

WHEREAS, the City and Metro-North entered into a Seventh Memorandum of Understanding dated June 8, 2021 ("Seventh MOU") whereby Metro-North agreed to reimburse the City for the rent payments made by the City under the Second New Lease Second Extension for the July 1, 2021 – December 31, 2021 Period at the same rate of $21,916 per month; and

WHEREAS, the Second New Lease Second Extension was extended for the period January 1, 2022 through December 31, 2022 ("Second New Lease Third Extension") at the same rate of $21,916 per month ("January 1, 2022 – December 31, 2022 Period"); and

WHEREAS, the City continues to maintain that it lacks funds to make the rent payments under the Second New Lease Third Extension for the January 1, 2022 – December 31, 2022 Period; and

WHEREAS, unless the rent payments under the Second New Lease Third Extension are made to the landlord for the January 1, 2022 – December 31, 2022 Period, the Ferry Service is in danger of being discontinued; and

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

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

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

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

2. Lease Rent Payments: Metro-North agrees to reimburse the City for the rent payments made by the City under the Second New Lease Third Extension for the January 1, 2022 – December 31, 2022 Period only, at the rate of $21,916 per month. For the January 1, 2022 –

December 31, 2022 Period, the City will make timely monthly rent payments to the lessor under the Second New Lease Third Extension. The City will submit proof of each timely monthly rent payment along with an invoice for that monthly rent payment to Metro-North within ten (10) days of making the rent payment. Metro-North agrees to pay the City within thirty (30) days of receipt of the City's invoice for the monthly rent payment and proof of timely payment of the monthly rent payment under the Second New Lease Third Extension.

3. During the January 1, 2022 – December 31, 2022 Period, the City agrees to comply with all terms under the Second New Lease Third Extension, not to terminate the Second New Lease Third Extension and not cause the landlord to terminate the Second New Lease Third Extension. If the City or the landlord terminates or cancels the Second New Lease Third Extension, then this Eighth MOU shall automatically terminate at the same time as the termination or cancellation of the Second New Lease Third Extension. Upon termination or cancellation of the Second New Lease Third Extension, Metro-North shall have no further obligations under this Eighth MOU and Metro-North shall have the right to discontinue the Ferry Service.

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

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

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

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

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

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

If to Metro-North:

Metro-North Commuter Railroad Company
420 Lexington Avenue, 11th floor

New York, New York 10170
Attention: General Counsel
Email: sarch@mnr.org

If to the City:

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

With a copy to:

City of Newburgh
City Hall
83 Broadway
Newburgh, New York 12550
Attn: Corporation Counsel
Email: mkelson@cityofnewburgh-ny.gov

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

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

11. Miscellaneous:

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

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

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

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

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

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

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

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

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

METRO-NORTH COMMUTER RAILROAD COMPANY

_____

BY:

CITY OF NEWBURGH

_____

BY: Todd Venning, City Manager
Per Resolution No.

RESOLUTION NO.: _____ - 2021

OF

OCTOBER 25, 2021

A RESOLUTION AUTHORIZING THE CITY MANAGER TO APPLY FOR AND ACCEPT IF AWARDED A NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION MUNICIPAL WASTE REDUCTION AND RECYCLING STATE ASSISTANCE PROGRAM GRANT IN THE AMOUNT OF $50,000.00 WITH A HUNDRED PERCENT CITY MATCH

WHEREAS, the New York State Department of Environmental Conservation is offering funding to assist New York State municipalities meet environmental goals and mandates through the Environmental Protection Fund and the Municipal Waste Reduction and Recycling State Assistance Grant program to expand local waste reduction and recycling programs and increase participation in those programs; and

WHEREAS, by Resolution No. 263-2020 of October 26, 2020 and Resolution No. 81-2021 of April 12, 2021, the City of Newburgh applied for and was awarded funding in the amount of $41,139.00, with a $41,139.00 match derived from S.1918.0400, to fund a part-time employee and recycling education materials; and

WHEREAS, the City of Newburgh proposes to apply for and accept if awarded a grant in the amount of $50,000.00 with a 100% City match to fund the Recycling Coordinator for 2022 and recycling education materials; and

WHEREAS, this Council has determined that accepting such grant is in the best interests of the City of Newburgh;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to accept a New York State Department of Environmental Conservation Municipal Waste Reduction and Recycling State Assistance Program grant in the amount of $50,000.00 with a $50,000.00 City match; and to execute all such further contracts and documentation and take such further actions as may be appropriate and necessary to accept such grant and participate in and administer the programs funded thereby.

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RESOLUTION NO.: _____ - 2021

OF

OCTOBER 25, 2021

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT FOR THE RENTAL OF THE KOL YISRAEL FACILITIES AT A COST OF $3,905.00 FOR CITY OF NEWBURGH RECREATION DEPARTMENT ACTIVITIES

WHEREAS, City of Newburgh Recreation Department proposes to use the gym facilities of Kol Yisrael located at 290 North Street, Newburgh, New York for City of Newburgh Recreation Department programs and activities; and

WHEREAS, the City of Newburgh will pay $55.00 per hour for use of the Kol Yisrael facilities on Mondays and Tuesdays from 6:00 to 8:00pm and Sundays from 1:00 to 4:00pm beginning on November 29, 2021 and ending on February 10, 2022 for a total cost of $3,905.00; and

WHEREAS, the Council has reviewed the attached contract for the use of the Kol Yisrael facilities and determined that entering same is in the best interest of the City of Newburgh and its youth;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the City Manager be and he is hereby authorized to execute the Kol Yisrael Facilities Rental Contract, in substantially the same form as annexed hereto with other terms and conditions as Corporation Counsel may require, for use by the City of Newburgh Recreation Department at a cost of $3,905.00.

RESOLUTION NO.: _____ - 2021

OF

OCTOBER 25, 2021

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH POWERDMS, INC. FOR POLICY AND PROCEDURE DOCUMENT MANAGEMENT SERVICES FOR THE CITY OF NEWBURGH POLICE DEPARTMENT

WHEREAS, PowerDMS, Inc. offers subscription cloud-based services to assist law enforcement agencies with management of policy and procedure documents more efficiently and effectively; and

WHEREAS, the cost for the software, services, equipment and training in the initial year is $10,203.15 and such funding shall be derived from A.3420.0205 Other Equipment; and

WHEREAS, the City Council finds that entering into such a contract with PowerDMS, Inc. for the subscription cloud-based policy and procedure document management and related services and equipment is in the best interests of the City of Newburgh;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager of the City of Newburgh be and he is hereby authorized to enter into an agreement with PowerDMS, Inc., as annexed hereto with such other terms and conditions as may be required by Corporation Counsel, to provide subscription cloud-based policy and procedure document management and related services and equipment to the City of Newburgh Police Department.

ORDINANCE NO.: _____-2021

OF

OCTOBER 25, 2021

AN ORDINANCE AMENDING SECTION 288-66 OF THE CODE OF ORDINANCES ADDING STOP SIGNS AT THE INTERSECTION FIRST STREET AND LIBERTY STREET

BE IT ORDAINED, by the Council of the City of Newburgh, New York that Section 288-66, Schedule VIII: Stop Intersections, be and is hereby amended to add stop signs as follows:

Section 1. § 288-66. Schedule VIII: Stop Intersections.

In accordance with the provisions of § 288-14, the following described intersections are hereby designated as stop intersections, and stop signs shall be installed as follows:

Stop Sign on	Direction of Travel	At Intersection of
First Street	Both	Liberty Street
Liberty Street	Both	First Street

Section 2. This Ordinance shall take effect on November 1, 2021.

Underlining denotes additions
~~Strikethrough~~ denote deletions

ORDINANCE NO.: _____-2021

OF

OCTOBER 25, 2021

AN ORDINANCE AMENDING SECTION 288-66 OF THE CODE OF ORDINANCES ADDING STOP SIGNS AT THE INTERSECTION RENWICK STREET AND SOUTH LANDER STREET

BE IT ORDAINED, by the Council of the City of Newburgh, New York that Section 288-66, Schedule VIII: Stop Intersections, be and is hereby amended to add two stop signs as follows:

Section 1. § 288-66. Schedule VIII: Stop Intersections.

In accordance with the provisions of § 288-14, the following described intersections are hereby designated as stop intersections, and stop signs shall be installed as follows:

Stop Sign on	Direction of Travel	At Intersection of
Renwick Street	Both	South Lander Street

Section 2. This Ordinance shall take effect on November 1, 2021.

Underlining denotes additions
~~Strikethrough~~ denote deletions

ORDINANCE NO.: _____-2021

OF

OCTOBER 25, 2021

AN ORDINANCE AMENDING SECTION 288-66 OF THE CODE OF ORDINANCES ADDING STOP SIGNS AT THE INTERSECTION OF DUPONT AVENUE AND THOMPSON STREET

BE IT ORDAINED, by the Council of the City of Newburgh, New York that Section 288-66, Schedule VIII: Stop Intersections, be and is hereby amended to add two stop signs as follows:

Section 1. § 288-66. Schedule VIII: Stop Intersections.

In accordance with the provisions of § 288-14, the following described intersections are hereby designated as stop intersections, and stop signs shall be installed as follows:

Stop Sign on	Direction of Travel	At Intersection of
<u>Dupont Avenue</u>	<u>Both</u>	<u>Thompson Street</u>

Section 2. This Ordinance shall take effect on November 1, 2021.

<u>Underlining</u> denotes additions
~~Strikethrough~~ denote deletions

ORDINANCE NO.: _____ - 2021

OF

_____, 2021

AN ORDINANCE AMENDING CHAPTER 72 ENTITLED "POLICE COMMUNITY RELATIONS AND REVIEW BOARD" OF THE CODE OF THE CITY OF NEWBURGH

BE IT ORDAINED, by the Council of the City of Newburgh, New York that Chapter 72, entitled "Police Community Relations and Review Board," of the Code of Ordinances of the City of Newburgh be and is hereby amended to read as follows:

SECTION 1. Amendment

§ 72-1 Findings and purpose.

A. The City Council of the City of Newburgh finds that it is in the public interest of the citizens of the City of Newburgh have an effective forum to improve the relationship between the community and the City of Newburgh Police Department through the exchange of ideas and discussion of problems within the City relating to crime and crime prevention and other law enforcement objectives.

B. The City Council further finds that it is important to have a method by which City residents can make requests for law enforcement related services.

C. The City Council further finds that an effective program to improve the relationship between the community and the City of Newburgh Police Department requires an independent authority to review the conduct of law enforcement officials.

D. The purpose of Chapter 72 of the City Code of Ordinances is to create an independent, non-exclusive body to review complaints of misconduct by members of the City of Newburgh Police Department. The goals of this Chapter are to improve the communication between the City of Newburgh Police Department and the community, to increase police accountability and credibility with the public and to create a fair and impartial complaint process.

§ 72-2 Definitions.

For purposes of this Chapter, the following words and phrases shall have the meaning described in this section:

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CHIEF – The Police Chief of the City of Newburgh Police Department.

COMMISSIONER – The Police Commissioner of the City of Newburgh Police Department.

COMPLAINT – A written statement concerning police conduct which is submitted to the Police Community Relations and Review Board or filed directly with the City of Newburgh Police Department.

IMMEDIATE FAMILY – spouse, domestic partner, child, step-child, mother, father, mother-in-law, father-in-law, grandparent.

MEDIATION – a structured dispute resolution process in which a neutral third party assists the disputants to reach a negotiated settlement of their differences.

OFFICER – sworn member of the City of Newburgh Police Department.

PCRRB – Police Community Relations and Review Board.

PROFESSIONAL STANDARDS – Administrative Lieutenant of the City of Newburgh Police Department

§ 72-3 Composition, appointment, removal and vacancy.

A. There is hereby established a Police Community Relations and Review Board comprised of seven members.

B. Appointment to the PCRRB shall be made as follows:

1. One member from each of the four wards shall be appointed by the Council member elected from each ward.
2. Three members shall be appointed by the City Council and the City Council shall designate one such member as the Chair of the PCRRB.
3. If a Council member fails or refuses to appoint a member to the PCRRB under Section 72-3(B)(1) and a vacancy exists for more than sixty days from the date the notice of vacancy is provided to the City Council by the PCRRB Chair, then the City Council as a whole may make such appointment.
4. When a PCRRB vacancy has existed for at least 60 days from the date the notice of vacancy is provided to the City Council by PCRRB Chair and the City Council has not acted to make an appointment to fill such vacancy, the PCRRB, by a simple majority, shall have the right to nominate person(s) for review and appointment by the City Council.

C. Terms.

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1. Members shall be appointed for three year terms.
2. No member of the PCRRB shall serve for a period which exceeds two full consecutive terms; provided, however, that a member may be considered for reappointment after one year of non-membership.
3. Members shall continue to serve on the PCRRB until their successors are appointed.

§ 72-4 Members.

A. Qualifications of members:
1. Members of the PCRRB shall reside in the City of Newburgh and be at least eighteen years old at the time of appointment.
2. Members of PCRRB shall possess a reputation for fairness, integrity and responsibility and have demonstrated an active interest in public affairs and service.
3. The City Council shall endeavor to reflect the City's diverse community with respect to age, disability, ethnicity, race, gender, sexual orientation, income level and experience in making their appointments.
4. Members of the PCRRB or members of their immediate family shall not be employed by the City of Newburgh Police Department or any local, state or federal law enforcement agency.
5. Members of the PCRRB shall not be members of the immediate family of any incumbent elected official of the City of Newburgh nor have any financial ties with either members of the City of Newburgh Police Department or any incumbent elected official of the City of Newburgh.
6. No practicing attorney or member of his or her firm, or the immediate family of an attorney or member of his or her firm who represents a plaintiff or defendant in a police misconduct lawsuit initiated against the City of Newburgh Police Department, the Police Chief of the City of Newburgh or the Newburgh PBA or a plaintiff or any family member of a plaintiff in such case shall be a member of the PCRRB.

B. Member Responsibilities: PCRRB members shall:
1. Obey all laws respecting individuals' rights of privacy and confidentiality of records.
2. Recuse themselves from participating in the review of any complaint in which they have a personal, professional or financial conflict of interest.
3. Conduct themselves at all times in a manner that will maintain public confidence in the fairness, impartiality, integrity of the PCRRB and refrain from making any prejudicial comments with respect to the PCRRB, complainants or police officers.

§ 72-5 Powers and duties.

A. Training**.** The PCRRB shall seek and participate in a broad and independent range of training necessary to pursue the duties and responsibilities of the PCRRB as approved and funded by the City Council.

B. Meetings and administration.

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1. The PCRRB shall adopt and the City Council shall approve, rules and bylaws for the transaction of PCRRB affairs, including the manner of calling and giving notice of special meetings and the appointment and duties of any special committees.
2. The PCRRB shall hold regular monthly business meetings.
3. Four members of the PCRRB shall constitute a quorum. A quorum must be present to conduct business. Four votes shall be required for any action by the PCRRB.
4. The PCRRB shall hold its initial meeting within sixty (60) days after the initial appointments are made. At its initial meeting, the PCRRB shall fix the time and place for its regularly scheduled meetings.
5. The PCRRB may conduct both public and closed meetings as allowed or required by the New York State Public Officers Law, Article 7, known as the Open Meetings Law.
6. PCRRB Administrator.
    a. The City Manager, in consultation with the PCRRB, shall appoint a PCRRB Administrator. The PCRRB Administrator shall hold the civil service title of Senior Typist consistent with applicable Civil Service laws and regulations and the applicable provisions of this Chapter.
    b. The PCRRB Administrator, and members of his or her immediate family, shall not be employed by the City of Newburgh Police Department or any local, state or federal law enforcement agency or any other local, state or federal law enforcement agency, and shall not be a member of the immediate family of any incumbent elected official of the City of Newburgh nor have any financial ties with either members of the City of Newburgh Police Department or any incumbent elected official of the City of Newburgh.
    c. No member of law firm or the immediate family of an attorney or member of his or her firm who represents a plaintiff or defendant in a police misconduct lawsuit initiated against the City of Newburgh Police Department, the Police Chief of the City of Newburgh or the Newburgh PBA or a plaintiff or any family member of a plaintiff in such case shall be eligible for appointment as the PCRRB Administrator.
    d. The PCRRB Administrator shall be responsible for the administrative work of the PCRRB which shall include but is not limited to:
        i. Maintaining secure files of the PCRRB records;
        ii. Managing social media, email, and all other internal and external communications of the PCRRB;
        iii. Assisting complainants or individuals seeking information about the complaint process or filing of complaints;
        iv. Scheduling the conduct of investigations, review and mediation of complaints;
        v. Creating and maintaining forms and processes that may be necessary to document a complaint and subsequent investigation, track the processing and disposition of a complaint, keep regular

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working and office hours consistent with other City departments, tracking board membership, terms and notifying the Mayor, Council and City Manager of vacancies, tracking board expenses, and other tasks as needed and consistent with the duly adopted civil service job description.

C. Recommendations, reports.

1. The PCRRB may make recommendations to the City Council and the Police Department regarding law enforcement, crime, crime prevention and improved relations with the community.
2. The PCRRB hall file annual reports with the City Council, City Manager, the Police Commissioner and the Police Chief which contain statistics and summaries of citizen complaints, including a comparison of the PCRRB's findings with the final determination of the City of Newburgh Police Department.

D. Community outreach and education. In addition to regular monthly business meetings, the PCRRB shall hold public meetings in each ward a minimum of once each year for the purposes of inviting and facilitating public discussion between the City of Newburgh Police Department and City residents regarding law enforcement and services, crime and crime prevention and community relations within the City of Newburgh.

E. Filing of complaints. Complaints concerning police conduct shall be filed with the PCRRB and the City of Newburgh Police Department as provided in this subsection.

1. Complaints shall be lodged in writing on the City of Newburgh Citizen Complaint Form as reviewed and approved by the PCRRB for such purpose and shall be signed by the complainant. Complaints shall be filed with the PCRRB at the Executive Office, City Hall, 83 Broadway, Newburgh NY or with the City of Newburgh Police Department, 55 Broadway, Newburgh, NY. Complaint forms shall be printed in English and Spanish and shall be available at the City of Newburgh Police Department, the City Hall Executive Office and the City Clerk's Office.
2. A copy of each complaint filed with the PCRRB shall be forwarded to the City of Newburgh Police Department within five working days of its receipt. A copy of each complaint filed with the City of Newburgh Police Department shall be provided to the PCRRB within five working days of receipt by the Police Department.
3. Complaints shall be filed within six months of the date of the alleged incident giving rise to the complaint. Complaints filed after six months from the date of the alleged incident or filed in a format other than on the City of Newburgh Citizen Complaint Form may ~~shall~~ be returned or the PCRRB may accept and review such complaint upon an affirmative vote of four ~~five~~ members of the PCRRB.

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F. Investigation and r~~R~~eview of complaints. Complaints shall be investigated by the Police Commissioner, or upon referral, by the PCRRB tor an independent investigation as provided in this subsection. ~~A review~~ The PCRRB shall review the investigations of complaints conducted by the Police Commissioner and/or an independent investigator ~~of a complaint shall proceed~~ as provided in this subsection.

1. Investigation of complaints.

a. The City of Newburgh Police Commissioner~~Chief~~ or his designee will~~shall~~ investigate every complaint filed with the City of Newburgh Police Department except for complaints the PCRRB determines to assign the investigation to an independent investigator. ~~The Chief shall file with the PCRRB quarterly reports on the status of the investigation of each complaint.~~

b. Investigations by the Police Commissioner. The Police Commissioner~~Chief~~ or his designee shall begin its investigation of each complaint immediately upon receipt of the complaint.

i. If the Police Commissioner~~Chief~~ or his designee fails to conclude the investigation within sixty (60) days of the receipt of the complaint, he shall advise the PCRRB in writing of the status of the investigation and the estimated time for the conclusion of the investigation. Thereafter, the Police Commissioner~~Chief~~ or his designee shall advise the PCRRB in writing of the status of the investigation every thirty (30) days until the conclusion of the investigation.

ii. The Police Commissioner or his designee shall submit a preliminary report of his findings to the PCRRB at the next regular meeting of the PCRRB after the conclusion of the investigation.

iii. After review and deliberation of the preliminary findings of the Police Commissioner, the PCRRB shall:

1. render its findings pursuant to Section 72-5(F)(2); or
2. request that the Police Commissioner or his designee conduct further investigation of the complaint; or
3. obtain additional case-specific information from the Police Commissioner, including but not limited to written materials, audio or video tapes and related documents, and compel the testimony of witnesses and/or documents provided in Section 72-5(F)(1)(d), in order to complete its review and render findings pursuant to Section 72-5(F)(2); or
4. refer the complaint to mediation as provided in Section 72-6.

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c. Investigations by Independent Investigator. The PCRRB, on the recommendation of Corporation Counsel, may determine to assign an investigation of a complaint to an independent investigator.

i. The PCRRB will request the Corporation Counsel to refer the complaint to an investigator ~~is dissatisfied with the extent and/or quality of the Chief's investigation, it shall promptly inform the City Council in writing of the specific deficiency of the investigation. In such event, the PCRRB may seek authorization from the City Council to conduct an investigation with the services of an outside independent investigator. The investigator shall be selected on a rotating basis from a panel of investigators comprised of certified investigators, attorneys, retired judges and similarly~~ qualified to conduct the investigation ~~individuals who are approved by the City Council~~. The use of an outside independent investigator shall be limited to complaints alleging use of excessive force, or civil rights violations, or creates a personal, professional or financial conflict of interest for a City official or employee.

ii. The independent investigator may request that the PCRRB issue a subpoena as provided in Section 72-5(F)(1)(d) to compel the production of written materials, audio or video tapes and related documents, and/or compel the testimony of witnesses if necessary to complete the investigation.

iii. The independent investigator shall submit a report of his findings to the PCRRB at the next regular meeting of the PCRRB after the conclusion of the investigation.

iv. After review and deliberation of the preliminary findings of the independent investigator, the PCRRB shall render its findings pursuant to Section 72-5(F)(2).

d. Subpoenas.

i. The PCRRB, by majority vote of its members, may authorize the issuance of a subpoena. Such subpoenas may compel the attendance of witnesses and/or persons and require the production of such records and other materials as are necessary for the investigation and review of a complaint including records of the Police Department, other persons, or other agencies. A copy of any subpoena served upon a City of Newburgh police officer shall also be delivered to the Police Commissioner and Police Chief. PCRRB subpoenas are enforceable pursuant to relevant provisions of Article 23 of the New York Civil Practice Law and Rules. The Police Commissioner and Police Chief will use the authority applicable to them by City Charter, law, or regulation to promulgate new general orders or rules or modify existing general orders or rules to ensure compliance by sworn police officers with the PCRRB procedure in accordance with applicable law. City of Newburgh police officers and employees shall be notified of their rights against self-

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incrimination under Garrity v. New Jersey, 385 U.S. 493 (1967) before any testimony is given.

ii. Complainants, witnesses and City of Newburgh police officers subject to an investigation pursuant to subpoena shall have the right to obtain counsel or other representation. City of Newburgh police officers and employees shall be afforded all applicable New York State Civil Service Law Section 75 due process rights.

2. Findings of the PCRRB.

a. The PCRRB, after review and deliberation of an investigation, shall, by majority vote, make one of the following findings on the complaint:

i. Sustained – where the review disclosed sufficient facts to prove the allegations made in the complaint.

ii. Not Sustained – where the review fails to disclose sufficient facts to prove or disprove the allegation made in the complaint.

iii. Exonerated – where the acts which provide the basis for the complaint occurred but the review shows that such acts were proper.

iv. Unfounded – where the review shows that the act or acts complained of did not occur or were misconstrued.

v. Ineffective Policy or Training – where the matter does not involve guilt or lack thereof but rather ineffective departmental policy or training to address the situation.

vi. No Finding – where the complaint failed to produce information to further the investigation; where the investigation revealed that another agency was responsible and the complaint or complainant has been referred to that agency; where the complainant withdrew the complaint; where the complainant is unable to clarify the complaint; or where the officer is no longer employed by the City.

vii. Mediated – where the complaint is resolved by mediation.

b. If the PCRRB fails to render any finding referenced above within sixty (60) days of its receipt of the preliminary report of the Chief's findings, the complaint file shall be returned to the Chief for disposition of the matter, unless the PCRRB shall advise the Chief, the complainant and the affected officer(s) in writing of the reason for the delay in rendering its finding. In such case, the PCRRB shall provide the Chief, the complainant and the affected officer(s) with monthly updates on the status of the complaint. In any event, if the PCRRB fails to render a finding referenced above within 120 days of its receipt of the preliminary report of the Chief's findings, the complaint file shall be returned to the Chief for disposition of the matter.

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§ 72-6 Mediation.

A mediation process shall be established and coordinated by the PCRRB in accordance with this section.

A. Mediation shall be conducted at no cost to the complainant or officer by highly trained and experienced mediators selected from a list approved by the City Council. The list of mediators shall reflect community diversity. Mediators shall be required to complete an appropriate training curriculum and continuing education on issues related to the interaction between civilians and police officers from the perspective of both the citizen and police officer.
B. After a complaint is filed under Section 72-5 of this Chapter, the complainant and the officer(s) may at any time in the review process utilize the mediation process herein to resolve the complaint by submitting a written request for mediation to the PCRRB. The mediation process also may be utilized after the complaint is referred to mediation by the PCRRB pursuant to Section 72-5(G)(1)(d) of this Chapter. In either case, the mediation shall proceed as promptly as possible after a request for mediation or a referral to mediation is made. Mediation may proceed only on the agreement of the officer with the approval of the Chief and the agreement of the complainant.
C. Every reasonable effort shall be made to schedule mediation during an officer's normal working hours.
D. Mediators shall conduct mediation sessions with officers and complainants at times and places agreed upon by the parties.
E. In conducting the mediation sessions, the mediators may not impose an outcome on the parties.
F. Mediation sessions shall be closed to the public. Matters discussed shall be confidential unless both parties agree otherwise as part of a written mediation settlement.
G. Statements and records disclosed during mediation may not be disclosed or introduced in evidence during any judicial or administrative proceeding and mediators may not be compelled by subpoena to give testimony or produce anything related to the mediation.
H. The PCRRB and The Commissioner~~Chief~~ will be informed whether the mediation sessions result in a resolution of the dispute. If the mediation sessions do not result in a resolution of the dispute, the PCRRB review process referenced in this Chapter shall continue to conclusion. If the mediation sessions do result in a resolution of the dispute, the PCRRB shall issue a finding of "mediated" and the allegations shall be deleted form the officer's PCRRB history.

§ 72-7 Suspension of proceedings.

Upon the written recommendation of the Corporation Counsel, the City Council may suspend the PCRRB review of any complaint where a separate criminal investigation is underway or where a civil action against the City is underway or pending. Upon the conclusion of such separate proceedings, the PCRRB may resume or undertake its review.

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§ 72-8 Construction of chapter.

No report, finding or determination made pursuant to this Chapter shall in any way conflict with or abridge the rights of complainants or officers guaranteed by the United States Constitution, the New York State Constitution or any federal or state law, rule, regulation or administrative order.

§ 72-9 Severability.

If any clause, sentence, paragraph, section or part of this Chapter shall be adjudged by any court of competent jurisdiction to be invalid or otherwise unenforceable, such judgment shall not affect, impair or invalidate the remainder thereof but shall be confined in its operation to the clause, sentence, paragraph, section or part thereof directly involved in the controversy in which such judgment shall have been rendered.

SECTION 2. Severability.

The provisions of this Ordinance 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 Ordinance or their application to other persons or circumstances. It is hereby declared to be the legislative intent that this Ordinance would have been adopted is such illegal, invalid, or unconstitutional provision, clause, sentence, subsection, word or part had not been included therein, and if such person or circumstance to which the Ordinance or part here of is held inapplicable had been specifically exempt therefrom.

SECTION 3. Codification.

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

SECTION 4. Validity

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

SECTION 5. This ordinance shall take effect _____.

DRAFT

~~Strikethrough~~ denotes deletions
Underlining denotes additions