



CITY OF NEWBURGH
COUNCIL MEETING AGENDA
SESION GENERAL DEL CONSEJAL

November 22, 2021

7:00 PM

Mayor/Alcaldesa

1. Moment of Silence / Momento de Silencio
2. Pledge of Allegiance / Juramento a la Alianza

City Clerk:/Secretaria de la Ciudad

3. Roll Call / Lista de Asistencia

Communications/Comunicaciones

4. Approval of the minutes from the City Council meeting of November 8, 2021 / Aprobacion del Acta de la Reunion General del Consejo del 8 de Noviembre de 2021
5. City Manager Update / Gerente de la Ciudad Pone al Dia a la Audiencia de los Planes de Cada Departamento

Presentations/Presentaciones

Comments from the public regarding agenda and general matters of City Business/Comentarios del público con respecto a la agenda y sobre asuntos generales de la Ciudad.

Comments from the Council regarding the agenda and general matters of City Business/Comentarios del Consejo con respecto a la agenda y sobre asuntos generales de la Ciudad

City Manager's Report/ Informe del Gerente de la Ciudad

6. Resolution No. 269 - 2021 - Arcadis Proposal for Professional Engineering Services - Floatables Control and Disinfection Facility and Water Pollution Control Plant Influent Sewer

Resolution authorizing the City Manager to accept a proposal and enter into an agreement for professional engineering services with Arcadis of New York Inc. for the Floatables Control and Disinfection Facility and Water Pollution Control Plant Influent Sewer Project as part of the Combined Sewer Overflow Long Term Control Plan in the amount of \$1,025,000.00.

Resolución autorizando al Gerente de la Ciudad a aceptar una propuesta y entrar en un acuerdo para servicios profesionales de ingeniería con Arcadis de Nueva York Inc. Para el Centro de Control y Desinfección de Floatables y el Proyecto de Alcantarillado Influyente de Planta de Control de

Contaminación del Agua como parte del Plan de Control Combinado a Largo Plazo de Desbordamiento de Alcantarillado en la cantidad de \$1.025.000,00.

7. Resolution No. 270 - 2021 - Certifying base percentages, base proportions & adjusted base proportions under RPTL Article 19

Resolution to certify the base percentages, current percentages, current base proportions and adjusted base proportions under the Homestead Option of Article 19 of the Real Property Tax Law of the State of New York.

Resolución para certificar los porcentajes de base, porcentajes actuales, proporciones de base actuales y proporciones de base ajustadas bajo la opción de Homestead del Artículo 19 de la Ley del Impuesto sobre la Propiedad Real del Estado de Nueva York.

8. Resolution No. 271 - 2021 - SeeClickFix

Resolution authorizing the City Manager to execute an agreement with CivicPlus, LLC for quality-of-life reporting software.

Resolución que autoriza al Gerente de la Ciudad a ejecutar un acuerdo con CivicPlus, LLC para el software de informes de calidad de vida.

9. Resolution No. 272 - 2021 - 105 William Street - Release of Restrictive Covenants

Resolution authorizing the execution of a release of restrictive covenants and right of re-entry from a deed issued to VIP Partners, LLC to the premises known as 105 William Street (Section 45, Block 1, Lot 12).

Resolución que autoriza la ejecución de una liberación de cláusulas restrictivas y derecho de reingreso de una escritura emitida a VIP Partners, LLC a las instalaciones conocidas como 105 William Street (Sección 45, Bloque 1, Lote 12).

10. Resolution No. 273 - 2021 - 180 Renwick Street - Release of Restrictive Covenants

Resolution authorizing the execution of a release of restrictive covenants and right of re-entry from a deed issued to Jean S. Polycarpe and Marie M. Polycarpe to the premises known as 180 Renwick Street (Section 45, Block 15, Lot 9).

Resolución que autoriza la ejecución de una liberación de cláusulas restrictivas y derecho de reingreso de una escritura emitida a Jean S. Polycarpe y Marie M. Polycarpe a las instalaciones conocidas como 180 Renwick Street (Sección 45, Bloque 15, Lote 9).

11. Resolution No. 274 - 2021 - License Agreement with the Newburgh

Preservation Association - Old Town Cemetery

Resolution authorizing the City Manager to enter into a license agreement renewal with the Newburgh Preservation Association to allow continued access to Old Town Cemetery.

Resolución que autoriza al Gerente de la Ciudad a firmar un acuerdo de renovación de licencia con la Asociación de Preservación de Newburgh para permitir el acceso continuo al Cementerio Old Town.

12. Resolution No. 275 - 2021 - Update to Resolution#93-2020 Grant Application Policy & Procedure

Resolution adopting the City of Newburgh Grant Application Policy and Procedure as amended.

Resolución que adopta la Política y Procedimiento de Solicitud de Subvenciones de la Ciudad de Newburgh en su forma enmendada.

13. Resolution No. 276 - 2021 - Vendor Services Agreement - NACC Logo Design

Resolution authorizing the City Manager to enter into agreements with Dominesha Garth and Philippe Halaburda for logo design for the Newburgh Arts and Cultural Commission.

Resolución que autoriza al Gerente Municipal a concertar acuerdos con Dominesha Garth y Philippe Halaburda para el diseño de logotipos para la Comisión de Artes y Cultura de Newburgh.

14. Resolution No. 277 - 2021 - Gun buy back grant

Resolution authorizing the City Manager to accept an award of a SFY 2021-2022 New York State Division of Criminal Justice Services grant in the amount of \$30,000.00 to conduct a gun buyback program by the City of Newburgh Police Department.

Resolución autorizando al Gerente de la Ciudad a aceptar una concesión de una subvención SFY 2021-2022 de la División de Servicios de Justicia Penal del Estado de Nueva York por la cantidad de \$30.000,00 para conducir un programa de readquisición de armas por el Departamento de Policía de la Ciudad de Newburgh.

15. Resolution No. 278 - 2021 - Pandemic Operations Plan

Resolution adopting the City of Newburgh Pandemic Operations Plan.

Resolución que adopta el Plan de Operaciones de Pandemia de la Ciudad de Newburgh.

16. Resolution No. 279 - 2021 - Consent Judgment Lander St. Partners I

A resolution approving the consent judgment and authorizing the City Manager

to sign such consent judgment in connection with the tax certiorari proceedings against the City of Newburgh in the Orange County Supreme Court bearing Orange County Index Nos. EF005697-2019, EF003615-2020, EF 003617-2020, EF004947-2021 and EF004950-2021 involving Section 18, Block 3, Lots 1,2, 3, 4, 5, 6, 7, 10 and 11 and Section 18, Block 4, Lots 1, 2, 46, 53, 54 and 55 (Lander Street Partners, L.P.)

Una resolución aprobando la sentencia de consentimiento y autorizando al Gerente Municipal a firmar dicha sentencia de consentimiento en relación con el procedimiento de certificación fiscal contra la Ciudad de Newburgh en la Corte Suprema del Condado de Orange con el Índice del Condado de Orange N° EF005697-2019, EF003615-2020, EF 003617-2020, EF004947-2021 y EF004950-2021 que involucra la Sección 18, Bloque 3, lotes 1,2, 3, 4, 5, 6, 7, 10 y 11 y Sección 18, Bloque 4, Lotes 1, 2, 46, 53, 54 y 55 (Lander Street Partners, L.P.)

17. Resolution No. 280 - 2021 - Consent Judgment Lander Street Partners II

A resolution approving the consent judgment and authorizing the City Manager to sign such consent judgment in connection with the tax certiorari proceedings against the City of Newburgh in the Orange County Supreme Court bearing Orange County Index Nos. EF005646-2019, EF005650-2019, EF005651-2019, EF003619-2020, EF003620-2020, EF003622-2020, EF004960-2021, EF004964-2021 and EF004965-2021 involving Section 11, Block 2, Lots 7, 8 and 16; Section 11, Block 3, Lots 11, 14, 15, 16, 20, 23, 24 and 25; and Section 18, Block 3, Lots 15, 18, 19 and 20; and Section 18, Block 4, Lots 50, 51 and 52 (Lander Street Partners II, L.P.)

Una resolución aprobando la sentencia de consentimiento y autorizando al Gerente Municipal a firmar dicha sentencia de consentimiento en relación con el procedimiento de certificación fiscal contra la Ciudad de Newburgh en la Corte Suprema del Condado de Orange con el Índice del Condado de Orange Nos. EF005646-2019, EF005650-2019, EF005651-2019, EF003619-2020, EF003620-2020, EF003622-2020, EF004960-2021, EF004964-2021 y EF004965-2021 que implican la Sección 11, Bloque 2, Lotes 7, 8 y 16; Sección 11, Bloque 3, lotes 11, 14, 15, 16, 20, 23, 24 y 25; y Sección 18, Bloque 3, Lotes 15, 18, 19 y 20; y Sección 18, Bloque 4, Lotes 50, 51 y 52 (Lander Street Partners II, L.P.)

18. Resolution No. 281 - 2021 Consent Judgment - Lander Street Partners III

A resolution approving the consent judgment and authorizing the City Manager to sign such consent judgment in connection with the tax certiorari proceedings against the City of Newburgh in the Orange County Supreme Court bearing Orange County Index Nos. EF005661-2019, EF005662-2019, EF 003626-2020, EF003628-2020, EF004970-21 and EF004971-2021 involving Section 11, Block 2, Lots 10; Section 18, Block 3, Lots 22, 26, 28, 29, 30; and Section 18, Block 4, Lots 6, 8, 9, 14, 16, 18, 27 (Lander Street Partners III, L.P.)

Una resolución aprobando la sentencia de consentimiento y autorizando al Gerente Municipal a firmar dicha sentencia de consentimiento en relación con el procedimiento de certificación fiscal contra la Ciudad de Newburgh en la Corte Suprema del Condado de Orange con el Índice del Condado de Orange N° EF005661-2019, EF005662-2019, EF 003626-2020, EF003628-2020, EF004970-21 y EF004971-2021 que involucra la Sección 11, Bloque 2, Lotes 10; Sección 18, Bloque 3, Lotes 22, 26, 28, 29, 30; Y Sección 18, Bloque 4, Lotes 6, 8, 9, 14, 16, 18, 27 (Lander Street Partners III, L.P.)

19. Resolution No. 282 - 2021 - To authorize the award and the execution of a contract for anEnergy Renewal Bid

A resolution to authorize the award of a bid and the execution of a contract for electric supply to the City of Newburgh for a two (2) year term to the lowest responsible bidder.

Una resolución para autorizar la adjudicación de una oferta y la ejecución de un contrato de suministro eléctrico a la Ciudad de Newburgh por un plazo de dos (2) años al mejor licitador responsable.

20. Resolution No. 283 - 2021 - Adopting the FY2022 budget

Resolution adopting the Budget for the Fiscal Year 2022.

Resolución por la que se adopta el Presupuesto para el Año Fiscal 2022.

Old Business: / Asuntos Pendientes

New Business: / Nuevos Negocios

Final Comments from the City Council/ Comentarios Finales del Ayuntamiento:

Adjournment/ Aplazamiento:

RESOLUTION NO.: 269 - 2021

OF

NOVEMBER 22, 2021

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ACCEPT A PROPOSAL AND ENTER INTO AN AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES WITH ARCADIS OF NEW YORK INC. FOR THE FLOATABLES CONTROL AND DISINFECTION FACILITY AND WATER POLLUTION CONTROL PLANT INFLUENT SEWER PROJECT AS PART THE COMBINED SEWER OVERFLOW LONG TERM CONTROL PLAN IN THE AMOUNT OF \$1,025,000.00

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

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

WHEREAS, by Resolution No. 189-2019 of August 12, 2019, the City Council approved an agreement with Arcadis of New York, Inc. for professional services to complete the planning and preliminary engineering for the LTCP Phase II, III, and IV projects including as basis of design report for the Floatables Control and Disinfection Facility Project; and

WHEREAS, Arcadis of New York, Inc. has submitted a letter proposal for professional engineering services to complete the design and preparation of bid documents for the Floatables Control and Disinfection Facility and Water Pollution Control Plant Influent Sewer Project; and

WHEREAS, the funding for the cost of said services in the amount of \$1,025,000.00 shall be derived from an existing grant and loan from the New York State Environmental Facilities Corporation under project CWSRF#C3-7332-11-00, HG1.8197.0200.8174.2017, ARPA Funds and future WIIA & WQIP Grant program funds, if awarded; and

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

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to accept the letter proposal and execute an agreement with Arcadis of New York, Inc. for professional services to complete the design and preparation of bid documents for the Floatables Control and Disinfection Facility and Water Pollution Control Plant Influent Sewer Project, with other provisions as Corporation Counsel may require, in an amount not to exceed \$1,025,000.00.

RESOLUTION NO.: ____270____-2021

OF

NOVEMBER 22, 2021

**A RESOLUTION TO CERTIFY THE BASE PERCENTAGES, CURRENT
PERCENTAGES, CURRENT BASE PROPORTIONS AND
ADJUSTED BASE PROPORTIONS UNDER THE HOMESTEAD
OPTION OF ARTICLE 19 OF THE REAL PROPERTY TAX LAW OF
THE STATE OF NEW YORK**

BE IT RESOLVED, by the Council of the City of Newburgh, New York, that this Council does hereby certify the base percentages, current percentages, current base proportions and the adjusted base proportions as set forth on the annexed certificates, pursuant to Article 19 of the Real Property Tax Law of the State of New York.

*****										*****										*****									
* RP-6701		NEW YORK STATE OFFICE OF REAL PROPERTY SERVICES																				11/12/21							
*		16 SHERIDAN AVENUE, ALBANY, NY 12210-2714																											
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*																													
*		CERTIFICATE OF BASE PERCENTAGES, CURRENT PERCENTAGES AND																											
*		CURRENT BASE PROPORTIONS PURSUANT TO ARTICLE 19, RPTL, FOR THE																											
*		LEVY OF TAXES ON THE 2021 ASSESSMENT ROLL																											
* *****		*****																											
* Approved Assessing Unit		City of Newburgh, 331100																		* CERTIFICATION									
* Name of Portion		City of Newburgh, 331100																		*									
* -----		-----																		*									
*		DETERMINATION OF BASE PERCENTAGES																		*									
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I, the clerk of the legislative body of the approved assessing unit identified above, hereby certify that the legislative body determined on _____ base percentages, current percentages, and current base proportions as set forth herein for the assessment roll and portion as identified above.

signature

title

date

Local Adjustments to the Adjusted Base Proportions

The municipality may make certain adjustments to the ABPs.
See Subsection 1903-4(c) of the Real Property Tax Law

City of Newburgh

2021

STEP 1 - Subtract the Adjusted Base Proportion for the Homestead Class from the Current Percentage for the Homestead Class

Current Percentage for Homestead Class
(Part I of form RP-6701)

60.83924

Adjusted Base Proportion for Homestead Class
(column R of form RP-6703)

-

52.65427

Difference

8.18497

STEP 2 - Take the Difference computed in STEP 1 and multiply it by 10%, 20%, 25%, 30%, 40%, 50%, 60%, 70%, 75%, 80%, and 90%. Add this amount to the Homestead Adjusted Base Proportion.

			POSSIBLE TAX SHARES WHICH MAY BE ADOPTED	
Select a Percentage	Amount to be added to Homestead ABP		<u>Homestead</u>	<u>NonHomestead</u>
			52.65427	47.34573
10%	0.81850		53.47276	46.52724
20%	1.63699		54.29126	45.70874
25%	2.04624		54.70051	45.29949
30%	2.45549		55.10976	44.89024
40%	3.27399		55.92826	44.07174
50%	4.09249		56.74675	43.25325
60%	4.91098		57.56525	42.43475
70%	5.72948		58.38375	41.61625
75%	6.13873		58.79300	41.20700
80%	6.54798		59.20225	40.79775
90%	7.36648		60.02074	39.97926
100%	8.18497		60.83924	39.16076

RESOLUTION NO.: ~~__271~~ 2021

OF

NOVEMBER 22, 2021

**A RESOLUTION AUTHORIZING THE CITY MANAGER
TO EXECUTE AN AGREEMENT WITH CIVICPLUS, LLC
FOR QUALITY-OF-LIFE REPORTING SOFTWARE**

WHEREAS, CivicPlus, LLC offers a software platform for residents to report quality-of-life issues in the City of Newburgh, and for City officials receive and respond to those issues; and

WHEREAS, the cost for the software, services, and training in the first year (2022) is \$12,502.23, and \$12,752.27 in the second year (2023), with such funding being derived from A.1680.453 - Dues and Subscriptions; and

WHEREAS, the City Council finds that entering into such a contract with CivicPlus, LLC for the quality-of-life reporting software platform 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 CivicPlus, LLC, as annexed hereto with such other terms and conditions as may be required by Corporation Counsel, to provide a software platform for residents to report quality-of-life issues in the City of Newburgh.

RESOLUTION NO.: 272-2021

OF

NOVEMBER 22, 2021

**A RESOLUTION AUTHORIZING THE EXECUTION OF A RELEASE OF
RESTRICTIVE COVENANTS AND RIGHT OF RE-ENTRY FROM A DEED
ISSUED TO VIP PARTNERS, LLC TO THE PREMISES KNOWN AS
105 WILLIAM STREET (SECTION 45, BLOCK 1, LOT 12)**

WHEREAS, on April 23, 2018, the City of Newburgh conveyed property located at 105 William Street, being more accurately described on the official Tax Map of the City of Newburgh as Section 45, Block 1, Lot 12, to VIP Partners, LLC; and

WHEREAS, the managing member of the company, Alvin Moonesar, has requested a release of the restrictive covenants contained in said deed; and

WHEREAS, this Council believes it is in the best interest of the City of Newburgh to grant such request;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to execute the release, annexed hereto and made a part of this resolution, of restrictive covenants numbered 1, 2, 3, 4, and 5 of the aforementioned deed.

**RELEASE OF COVENANTS AND
RIGHT OF RE-ENTRY**

KNOWN ALL PERSONS BY THESE PRESENTS, that the City of Newburgh, a municipal corporation organized and existing under the Laws of the State of New York, and having its principal office at City Hall, 83 Broadway, Newburgh, New York 12550, in consideration of TEN (\$10.00) DOLLARS lawful money of the United States and other good and valuable consideration, receipt of which is hereby acknowledged, does hereby release and forever quitclaim the premises described as 105 William Street, Section 45, Block 1, Lot 12 on the Official Tax Map of the City of Newburgh, from those restrictive covenants numbered 1, 2, 3, 4, and 5 in a deed dated April 23, 2018, from THE CITY OF NEWBURGH to VIP PARTNERS, LLC, recorded in the Orange County Clerk's Office on April 26, 2018, in Liber 14394 of Deeds at Page 1366 and does further release said premises from the right of re-entry reserved in favor of the City of Newburgh as set forth in said deed.

Dated: _____, 2021

THE CITY OF NEWBURGH

By: _____
Todd Venning, City Manager
Pursuant to Res. No.: _____-2021

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 his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted; executed the instrument.

RESOLUTION NO.: 273-2021

OF

NOVEMBER 22, 2021

**A RESOLUTION AUTHORIZING THE EXECUTION OF A RELEASE OF
RESTRICTIVE COVENANTS AND RIGHT OF RE-ENTRY FROM A REPLACEMENT
DEED ISSUED TO JEAN S. POLYCARPE AND MARIE M. POLYCARPE TO THE
PREMISES KNOWN AS 180 RENWICK STREET (SECTION 45, BLOCK 15, LOT 9)**

WHEREAS, on December 9, 2009, the City of Newburgh issued a deed for property located at 180 Renwick Street, being more accurately described on the official Tax Map of the City of Newburgh as Section 45, Block 15, Lot 9, to Jean S. Polycarpe and Marie M. Polycarpe; and

WHEREAS, the current owner of the property, Roanoke Properties NY Inc. (by Moshe Lefkowitz, President) has requested a release of the restrictive covenants contained in said deed; and

WHEREAS, this Council believes it is in the best interest of the City of Newburgh to grant such request;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to execute the release, annexed hereto and made a part of this resolution, of restrictive covenants numbered 1, 2, 3, 4 and 5 of the aforementioned deed.

**RELEASE OF COVENANTS AND
RIGHT OF RE-ENTRY**

KNOWN ALL PERSONS BY THESE PRESENTS, that the City of Newburgh, a municipal corporation organized and existing under the Laws of the State of New York, and having its principal office at City Hall, 83 Broadway, Newburgh, New York 12550, in consideration of TEN (\$10.00) DOLLARS lawful money of the United States and other good and valuable consideration, receipt of which is hereby acknowledged, does hereby release and forever quitclaim the premises described as 180 Renwick Street, Section 45, Block 15, Lot 9 on the Official Tax Map of the City of Newburgh, from those restrictive covenants numbered 1, 2, 3, 4, and 5 in deed dated December 9, 2009, from THE CITY OF NEWBURGH to JEAN S. POLYCARPE AND MARIE M. POLYCARPE, recorded in the Orange County Clerk's Office on December 22, 2009, in Liber 12943 of Deeds at Page 1470 and does further release said premises from the right of re-entry reserved in favor of the City of Newburgh as set forth in said deed.

Dated: _____, 2021

THE CITY OF NEWBURGH

By: _____
Todd Venning, City Manager
Pursuant to Res. No.: ____-2021

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 his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted; executed the instrument.

RESOLUTION NO.: 274 - 2021

OF

NOVEMBER 22, 2021

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO
A LICENSE AGREEMENT RENEWAL WITH THE NEWBURGH PRESERVATION
ASSOCIATION TO ALLOW CONTINUED ACCESS TO OLD TOWN CEMETERY**

WHEREAS, The City of Newburgh owns certain property located at 215 Grand Street, Newburgh, NY, more accurately described as Section 12, Block 1, Lot 12 on the official tax map of the City of Newburgh, and also known as Old Town Cemetery; and

WHEREAS, by Resolution No. 133-2017 of May 22, 2017, the City Council of the City of Newburgh authorized the City Manager to enter into a license agreement with The Newburgh Preservation Association, Inc. to allow access to City owned property known as the Old Town Cemetery located at 215 Grand Street, Newburgh, NY for the purpose of repairs, maintenance and improvements to the Old Town Cemetery in connection with a Veterans Day Project and to conduct educational tours for the students attending public or private schools within the City of Newburgh at no cost to the City; and

WHEREAS, by its terms, the license agreement is set to expire on December 31, 2021 and The Newburgh Preservation Association has advised that they will continue to perform maintenance and repair work and educational activities and the City Council of the City of Newburgh finds that permitting continued access for this purpose is in the best interests of the City of Newburgh;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to enter into an amended license agreement, in substantially the same form annexed hereto with such other terms and conditions acceptable to the Corporation Counsel, with The Newburgh Preservation Association, Inc. to allow access to City owned property known as the Old Town Cemetery located at 215 Grand Street, Newburgh, NY for the purpose of continuing repairs, maintenance, improvements and educational activities in the Old Town Cemetery.

LICENSE AGREEMENT

This Agreement, made this _____ day of _____, two thousand and twenty-one, by and between the CITY OF NEWBURGH, a municipal corporation organized and existing under the laws of the State of New York with offices at 83 Broadway, City Hall, Newburgh, New York 12550 as "LICENSOR," and THE NEWBURGH PRESERVATION ASSOCIATION, INC., a not-for-profit corporation, organized under the laws of the State of New York and having its principal office for the transaction of business at P.O. Box 206, Newburgh, New York 12551 as "LICENSEE";

WITNESSETH THAT:

Licensee desires the license or privilege of gaining access to and performing work upon the premises of Licensor on behalf of itself and its employees, agents, volunteers and contractors known as Old Town Cemetery, 215 Grand Street, Newburgh, NY, and more accurately described as Section 12, Block 1, Lot 12 on the official tax map of the City of Newburgh.

AND WHEREAS, Licensor is willing to give said license or privilege on the following terms and conditions:

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and conditions hereinafter contained, it is hereby agreed as follows:

First: Licensor hereby gives to Licensee and Licensee's employees, agents, volunteers and contractors, upon the conditions hereinafter stated, the license or privilege of entering upon Licensor's property located at Old Town Cemetery, 215 Grand Street, in the City of Newburgh, New York, and taking thereupon such vehicles, equipment, tools, machinery and other materials as may be necessary, for the following work: continued repair and maintenance to the Robinson Mausoleum; repair and cleaning of the existing tombstones; repair of the fence surrounding the cemetery; general cleaning of the grounds; removal of graffiti; and conducting educational classes related to preservation of tombstones and historical masonry and classes related to individuals buried in the cemetery, both classes being for students attending public or private schools within the City of Newburgh. The term "work" shall not include grass mowing, shoveling, or normal upkeep of the property historically performed by the Licensor.

Second: Licensee shall perform said work on the premises in a manner satisfactory to Licensor. All work and improvements shall be deemed satisfactory to Licensor unless written notice of unsatisfactory work and improvements is delivered to Licensee before December 31st of the year the work is performed.

Third: Licensee agrees to do such work in such manner as will comply fully with the provisions of any laws, ordinances or other lawful authority obtaining any and all permits required thereby.

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

Fifth: During the term of this Agreement, the parties mutually agree to release and indemnify each other for all claims, damages or expenses resulting from said party's own negligence. It is hereby acknowledged that Licenser is a self-insured municipality. All contracts by which Licensee retains consultants and/or contractors to perform these tasks, the consultants and/or contractors shall post evidence of and shall maintain throughout the term of such contracts public liability insurance naming the Licenser as additional insured under insurance coverage concerning the performance of the tasks referenced herein.

Sixth: This Agreement and the license or privilege, as well as all liability of the parties hereto, hereby given shall expire and terminate on December 31, 2026, and the restoration of the property to a clean and orderly state and in the same condition as existed prior to the granting of this license, normal wear and tear excepted.

Seventh: Licensee shall be required to apply to the Licenser for permits to assemble for educational groups, tours, and or events organized by the Licensee in accordance with Chapter 110 of the City of Newburgh Code of Ordinances. However, this Agreement acts as a waiver of any application fees and insurance requirements in connection with said applications.

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

Ninth: Without limitation to the general provisions of this Agreement, it is understood and agreed that said improvements shall be installed in substantially the location and position shown in the attachments hereto, and in accordance with details and specifications as set forth on maps or plans hereto attached and hereby made a part hereof.

The remainder of this page intentionally left blank.

[Signature page to follow]

WITNESSETH:

THE CITY OF NEWBURGH

LICENSOR

By: _____
Todd Venning, City Manager
Per Resolution No. -2021

NEWBURGH PRESERVATION ASSOCIATION

LICENSEE

By: _____
Thomas Dodd
Executive Officer

Approved as to Form:

JANICE GASTON
City Comptroller

Approved as to Form:

MICHELLE KELSON
Corporation Counsel

RESOLUTION NO.: 275 - 2021

OF

NOVEMBER 22, 2021

**A RESOLUTION ADOPTING THE CITY OF NEWBURGH
GRANT APPLICATION POLICY AND PROCEDURE AS AMENDED**

WHEREAS, by Resolution No. 108-2014 of April 28, 2014, the City Council of the City of Newburgh adopted a Grant Application Policy and Procedure; and

WHEREAS, by Resolution No. 93-2020 of April 13, 2020, the City Council of the City of Newburgh adopted a Grant Application Policy and Procedure as amended to ensure compliance with Federal grant regulations; and

WHEREAS, the City Council has reviewed additional revisions recommended by the City Comptroller to the Grant Application Policy and Procedure which will require all grant applications to substantiate the source of matching funds and in-kind services before submission and finds that adopting the revised policy is in the best interest of the City of Newburgh;

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Newburgh, New York hereby adopts the City of Newburgh Grant Application Policy and Procedure, as amended, a copy of which is attached hereto and made a part of this Resolution; and

BE IT FURTHER RESOLVED, that this Policy, as amended, shall take effect on December 1, 2021.

RESOLUTION NO.: 276 - 2021

OF

NOVEMBER 22, 2021

**A RESOLUTION AUTHORIZING THE CITY MANAGER
TO ENTER INTO AGREEMENTS WITH DOMINESHA GARTH AND
PHILIPPE HALABURDA FOR LOGO DESIGN FOR
THE NEWBURGH ARTS AND CULTURAL COMMISSION**

WHEREAS, the City of Newburgh Arts and Cultural Commission (“NACC”) advertised a “call for artists” in April 2021 for logo design for the NACC and for NACC-sponsored events in the City of Newburgh; and

WHEREAS, the NACC evaluated artist submissions at its regular meetings; and

WHEREAS, the NACC recommends Dominesha Garth and Philippe Halaburda to the City Council as artists to design said logos; and

WHEREAS, this Council has determined that engaging the services of Dominesha Garth and Philippe Halaburda for the purpose of logo design for the NACC and for NACC-sponsored events in the City of Newburgh is in the best interests of the City of Newburgh;

NOW, THEREFORE, BE IT RESOLVED, that the Council of the City of Newburgh, New York hereby authorizes the City Manager to enter into agreements in a form substantially similar to the agreements annexed hereto, with such other terms and conditions as Corporation Counsel may require, with Dominesha Garth and Philippe Halaburda for the purpose of logo design for the NACC and for NACC-sponsored events in the City of Newburgh.

AGREEMENT FOR VENDOR SERVICES

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

ARTICLE 1. SCOPE OF WORK

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

ARTICLE 2. TERM OF AGREEMENT

VENDOR agrees to perform the SERVICES and/or supply goods by no later than December 31, 2021.

ARTICLE 3. COMPENSATION

For satisfactory performance of the SERVICES and/or receipt of conforming goods or, as such SERVICES or goods may be modified by mutual written agreement, the CITY agrees to compensate VENDOR in accordance with the fees and expenses as stated in Schedule A, which is attached to and is part of this Agreement. VENDOR SHALL submit to the CITY an itemized invoice for SERVICES rendered during the event as otherwise set forth in Schedule A, and prepared _____ in _____ such

form and supported by such documents as the CITY may reasonably require. The CITY will pay the proper amounts due VENDOR within sixty (60) days after receipt of a CITY Claimant's Certification form, and if the Claimant's Certification form is objectionable, will notify VENDOR, in writing, of the CITY'S reasons for objecting to all or any portion of the invoice submitted by VENDOR.

Any bills or invoices sent by VENDOR to the CITY more than one (1) year after services which are the subject of such billing have been rendered shall not be paid by the CITY and the CITY shall have no liability therefor.

ARTICLE 4. EXECUTORY CLAUSE

The CITY shall have no liability under this Agreement to VENDOR or to anyone else beyond funds appropriated and available for this Agreement.

ARTICLE 5. PROCUREMENT OF AGREEMENT

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

CITY relies upon such representations and warranties in the execution hereof.

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

ARTICLE 6. CONFLICT OF INTEREST

VENDOR represents and warrants that neither it nor any of its directors, officers, members, partners or employees, have any interest nor shall they acquire any interest, directly or indirectly which would or may conflict in any manner or degree with the performance or rendering of the SERVICES herein provided. VENDOR further represents and warrants that in the performance of this Agreement, no person having such interest or possible interest shall be employed by it and that no elected official or other officer or employee of the CITY, nor any person whose salary is payable, in whole or in part, by the CITY, or any corporation, partnership or association in which such official, officer or employee is directly or indirectly interested shall have any such interest, direct or indirect, in this Agreement or in the proceeds thereof, unless such person submits a letter disclosing such an interest, or the appearance or potential of same, to the City Manager and a copy to the Corporation Counsel of the CITY in advance of the negotiation and execution of this Agreement.

For failure to submit such letter of disclosure, or for a breach or violation of such representations or warranties, the CITY shall have the right to annul this Agreement without liability, entitling the CITY to recover all monies paid hereunder and VENDOR shall not make claim for, or be entitled to

recover, any sum or sums otherwise due under this Agreement. This remedy, if elected, shall not constitute the sole remedy afforded the CITY for such falsity or breach, nor shall it constitute a waiver of the CITY'S right to claim damages or otherwise refuse payment to or to take any other action provided for by law, in equity or pursuant to this Agreement.

ARTICLE 7. FAIR PRACTICES

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

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

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

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

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

ARTICLE 8. INDEPENDENT CONTRACTOR

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

In accordance with such status as independent contractor, VENDOR covenants and agrees that neither it nor its employees or agents will hold themselves out as, nor claim to be officers or employees of the CITY, or of any department, agency or unit thereof by reason hereof, and that they will not, by reason hereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the CITY including, but not limited to, Worker's Compensation coverage, health coverage, Unemployment Insurance Benefits, Social Security coverage or employee retirement membership or credit.

ARTICLE 9. ASSIGNMENT AND SUBCONTRACTING

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

Failure of VENDOR to obtain any required consent to any assignment, shall be grounds

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

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

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

ARTICLE 10. BOOKS AND RECORDS

VENDOR agrees to maintain accurate books, records, documents and other evidence and accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Agreement.

ARTICLE 11. RETENTION OF RECORDS

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

ARTICLE 12. AUDIT BY THE CITY AND OTHERS

All Claimant Certification forms or invoices presented for payment to be made hereunder, and the books, records and accounts upon which said Claimant's Certification forms or invoices are based are subject to audit by the CITY. VENDOR shall submit any and all documentation and justification in support of expenditures or fees under this Agreement as may be required by the CITY so that it may

evaluate the reasonableness of the charges, and VENDOR shall make its records available to the CITY upon request. All books, Claimant's Certification forms, records, reports, cancelled checks and any and all similar material may be subject to periodic inspection, review and audit by the CITY, the State of New York, the federal government, and/or other persons duly authorized by the CITY. Such audits may include examination and review of the source and application of all funds whether from the CITY, State, the federal government, private sources or otherwise. VENDOR shall not be entitled to any interim or final payment under this Agreement if any audit requirements and/or requests have not been satisfactorily met.

ARTICLE 13. INSURANCE

Not applicable.

ARTICLE 14. INDEMNIFICATION

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

In the event that any claim is made or any action is brought against the CITY arising out of the negligence, fault, act, or omission of an employee, representative, subcontractor, assignee, or agent of VENDOR either within or without the scope of his respective employment, representation, subcontract, assignment or agency, or arising out of VENDOR'S negligence, fault, act or omission, then the CITY shall have the right to withhold further payments hereunder for the purpose of set-off of sufficient sums to

cover the said claim or action. The rights and remedies of the CITY provided for in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or this Agreement.

ARTICLE 15. PROTECTION OF CITY PROPERTY

VENDOR assumes the risk of and shall be responsible for, any loss or damage to CITY property, including property and equipment leased by the CITY, used in the performance of this Agreement and caused, either directly or indirectly by the acts, conduct, omissions or lack of good faith of VENDOR, its officers, directors, members, partners, employees, representatives or assignees, or any person, firm, company, agent or others engaged by VENDOR as an expert consultant specialist or subcontractor hereunder.

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

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

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

ARTICLE 16. CONFIDENTIAL INFORMATION

In the course of providing the SERVICES and/or goods hereunder, VENDOR may acquire knowledge or come into possession of confidential, sensitive or proprietary information belonging to CITY. VENDOR agrees that it will keep and maintain such information securely and confidentially, and

not disclose such information to any third parties, including the media, nor use such information in any manner publically or privately, without receiving the prior approval, in writing, of the CITY authorizing such use. VENDORS obligations under this clause to maintain the confidentiality of such information and to refrain from using such information in any manner without the prior written approval of the CITY shall survive the termination or expiration of this Agreement.

ARTICLE 17. TERMINATION

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

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

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

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

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

be charged to VENDOR and/or set-off against any sums due VENDOR.

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

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

ARTICLE 18. GENERAL RELEASE

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

ARTICLE 19. SET-OFF RIGHTS

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

ARTICLE 20. NO ARBITRATION

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

ARTICLE 21. GOVERNING LAW

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

ARTICLE 22. CURRENT OR FORMER CITY EMPLOYEES

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

For a breach or violation of such representations or warranties, the CITY shall have the right to annul this Agreement without liability, entitling the CITY to recover all monies paid hereunder and VENDOR shall not make claim for or be entitled to

recover, any sum or sums otherwise due under this Agreement. This remedy, if effected, shall not constitute the sole remedy afforded the CITY for such falsity or breach, nor shall it constitute a waiver of the CITY'S right to claim damages or otherwise refuse payment or to take any other action provided for by law or pursuant to this Agreement.

ARTICLE 23. ENTIRE AGREEMENT

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

ARTICLE 24. MODIFICATION

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

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

THE CITY OF NEWBURGH

VENDOR

BY: _____
Todd Venning
City Manager
Per Resolution No.

BY: _____
Name:

DATE: _____

DATE: _____

[Schedule A to follow]

SCHEDULE A

SCOPE OF SERVICES AND FEES AND EXPENSES

Logo Design for City of Newburgh Arts and Cultural Commission	\$300.00
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All logo designs, sketches, drawings, or other information (collectively, the “Work Product”) developed in whole or in part in connection with the Services shall be the exclusive property of the City into perpetuity.

DRAFT

RESOLUTION NO.: 277 - 2021

OF

NOVEMBER 22, 2021

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO ACCEPT
AN AWARD OF A SFY 2021-2022 NEW YORK STATE
DIVISION OF CRIMINAL JUSTICE SERVICES GRANT
IN THE AMOUNT OF \$30,000.00 TO CONDUCT A GUN BUYBACK PROGRAM
BY THE CITY OF NEWBURGH POLICE DEPARTMENT**

WHEREAS, the City of Newburgh Police Department was awarded a SFY 2021-2022 New York State Division of Criminal Justice Services grant in the amount of \$30,000.00 to conduct a gun buyback program; and

WHEREAS, such grant funding requires no City match; and

WHEREAS, this Council has determined that accepting such grant award 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 an award of a SFY 2021-2022 New York State Division of Criminal Justice Services grant in the amount of \$30,000.00 to conduct a gun buyback program by the City of Newburgh Police Department; 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 administer the program funded thereby.

RESOLUTION NO.: 278 - 2021

OF

NOVEMBER 22, 2021

**A RESOLUTION ADOPTING THE OF NEWBURGH
PANDEMIC OPERATIONS PLAN**

WHEREAS, the City has developed the City of Newburgh Pandemic Operations Plan as required by to New York State Labor Law Section 27-c; and

WHEREAS, the adoption of the City of Newburgh Pandemic Operations Plan 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, to adopt City of Newburgh Pandemic Operations Plan and that the City Manager is authorized to take all reasonable and necessary action to distribute, implement and administer said City of Newburgh Pandemic Operations Plan.

**City of Newburgh
Orange County, New York**

**Operation Plan for Public Health
Emergency**



Promulgation

This plan is being attached as an appendix to the existing Emergency Preparedness Plan for the City of Newburgh and has been developed in accordance with the amended New York State Labor Law section 27-c and New York State Education Law paragraphs k and l of subdivision 2 of section 2801-a (as amended by section 1 of part B of chapter 56 of the laws of 2016), as applicable.

No content of this plan is intended to impede, infringe, diminish, or impair the rights of us or our valued employees under any law, rule, regulation, or collectively negotiated agreement, or the rights and benefits which accrue to employees through collective bargaining agreements, or otherwise diminish the integrity of the existing collective bargaining relationship.

This plan has been approved in accordance with requirements applicable to the agency, jurisdiction, authority, or district, as represented by the signature of the authorized individual below.

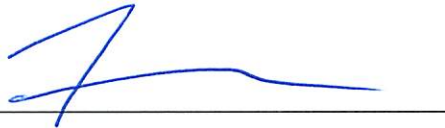
As the authorized official of City of Newburgh, I hereby attest that this plan has been developed, approved, and placed in full effect in accordance with S8617B/A10832 which amends New York State Labor Law section 27-c and New York State Education Law paragraphs k and l of subdivision 2 of section 2801-a (as amended by section 1 of part B of chapter 56 of the laws of 2016), as applicable, to address public health emergency planning requirements.

Signed on this day: 10/28/2021

By: Todd Venning

Title: City Manager

Signature: _____



Record of Changes

Date of Change	Description of Change	Implemented by
11/16/20	Draft Plan Version I	J. Donat
3/10/21	Draft Plan Version II	J. Donat
10/26/21	Draft Plan Version III [Final]	T. Venning

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Purpose, Scope, Situation Overview, and Assumptions

Purpose

This plan has been developed in accordance with the amended New York State Labor Law section 27-c and New York State Education Law paragraphs k and l of subdivision 2 of section 2801-a (as amended by section 1 of part B of chapter 56 of the laws of 2016), as applicable. These laws were amended by the passing of legislation S8617B/A10832 signed by the Governor of New York State on September 7, 2020, requires public employers to adopt a plan for operations in the event of a declared public health emergency involving a communicable disease. The plan includes the identification of essential positions, facilitation of remote work for non-essential positions, provision of personal protective equipment, and protocols for supporting contact tracing.

Scope

This plan was developed exclusively for and is applicable to City of Newburgh. This plan is pertinent to a declared public health emergency in the State of New York which may impact our operations; and it is in the interest of the safety of our employees and contractors, and the continuity of our operations that we have promulgated this plan. As such, the plan has been attached as an appendix to our existing Emergency Preparedness Plan and will be utilized by the City of Newburgh Incident Management Team.

Situation Overview

On March 11, 2020 the World Health Organization declared a pandemic for the novel coronavirus which causes the COVID-19 severe acute respiratory syndrome. This plan has been developed in accordance with amended laws to support continued resilience for a continuation of the spread of this disease or for other infectious diseases which may emerge and cause a declaration of a public health emergency.

The health and safety of our employees and contractors is crucial to maintaining our mission essential operations. We encourage all employees and contractors to use [CDC Guidance for Keeping Workplaces, Schools, Homes, and Commercial Establishments Safe](#). The fundamentals of reducing the spread of infection include:

- Using hand sanitizer and washing hands with soap and water frequently, including:
 - After using the restroom
 - After returning from a public outing
 - After touching/disposing of garbage
 - After using public computers, touching public tables, and countertops, etc.
- Practice social distancing when possible
- If you are feeling ill or have a fever, notify your supervisor immediately and go home
- If you start to experience coughing or sneezing, step away from people and food, cough or sneeze into the crook of your arm or a tissue, the latter of which should be disposed of immediately
- Clean and disinfect workstations at the beginning, middle, and end of each shift
- Other guidance which may be published by the CDC, the New York State Department of Health, or the Orange County Department of Health.

Planning Assumptions

This plan was developed based on information, best practices, and guidance available as of the date of publication. The plan was developed to largely reflect the circumstances of the current Coronavirus pandemic but may also be applicable to other infectious disease outbreaks.

The following assumptions have been made in the development of this plan:

- The health and safety of our employees and contractors, and their families, is of utmost importance
- The circumstances of a public health emergency may directly impact our own operations
- Impacts of a public health emergency will take time for us to respond to, with appropriate safety measures put into place and adjustments made to operations to maximize safety
- The public and our constituency expects us to maintain a level of mission essential operations
- Resource support from other jurisdictions may be limited based upon the level of impact the public health emergency has upon them
- Supply chains, particularly those for personal protective equipment (PPE) and cleaning supplies, may be heavily impacted, resulting in considerable delays in procurement
- The operations of other entities, including the private sector (vendors, contractors, etc.), non-profit organizations, and other governmental agencies and services may also be impacted due to the public health emergency, causing delays or other disruptions in their services
- Emergency measures and operational changes may need to be adjusted based upon the specific circumstances and impacts of the public health emergency, as well as guidance and direction from public health officials and the governor
- Per S8617B/A10832, ‘essential employee’ is defined as a public employee or contractor that is required to be physically present at a work site to perform their job
- Per S8617B/A10832, ‘non-essential employee’ is defined as a public employee or contractor that is not required to be physically present at a work site to perform their job.

Concept of Operations

The Newburgh City Manager, their designee, or their successor holds the authority to execute and direct the implementation of this plan. Implementation, monitoring of operations, and adjustments to plan implementation may be supported by additional personnel, at the discretion of the City Manager.

Upon the determination of implementing this plan, all employees and contractors of the City of Newburgh shall be notified by phone and/or email as necessary, with details provided as possible and necessary, with additional information and updates provided on a regular basis. Residents, business owners, and other community stakeholders will be notified of pertinent operational changes by way of emails, Code Red, social media platforms and/or the City website. Other interested parties, such as vendors, will be notified by phone and/or email as necessary. The City Manager will maintain communications with the public and constituents as needed throughout the implementation of this plan.

Essential Function	Description	Priority
City Manager	Manage critical operations and functions city-wide.	1
Corporation Counsel	Oversee broad and complex legal functions of City government. Serve as Chief Legal Officer and legal advisor for City.	1
Police Department	Maintain the public safety of all residents, including protecting people and property.	1
Fire Department	Maintain fire protection of the City, including overseeing contractual obligations for the City's contractual EMS service providers.	1
Department of Public Works	Maintain all city streets and public property., Maintain operation and maintenance of the Sewer Distribution System.	1
Sanitation Department	Manage garbage and recycling.	1
Water Department	Maintain and operate the City's Water Filtration Plant, Water Distribution system, and source water reservoirs.	1
Engineering Department	Responsible for overseeing contract operations and maintenance of the City's Waste Water Treatment Plant. City Engineer serves as the Stormwater Management Officer (SMO). Operates CCTV equipment for evaluation of underground infrastructure. Provides for planning, design and oversight of City capital projects. Provides direction and oversight as necessary on emergency contractor repairs to infrastructure. Provides assistance with environmental regulatory compliance. Provides technical assistance to other departments as necessary on infrastructure related issues. Maintains the City's sewer telemetry infrastructure.	1
Building/Codes Department	Responsible for review of permit applications and plans for building permits, certificate of occupancy, Code Enforcement, rental and vacant registry, plumbing inspections, serves as floodplain administrator and ADA Coordinator.	1
Finance Department	Responsible for Budget preparation, Banking and segregation of funds, Payroll, Purchasing and Accounts Payable, Collection and Accounts Receivable, and Audit. Manages Assessor, Collector and Information Systems.	1
Human Resource Department	Responsible for all of the personnel functions.	1
City Clerk	Maintain and receive all official records of the City and issues licenses.	1
Information Technology	Provide all hardware and software for the City's Computer operations. Maintain the City's network and phone system. Distribute equipment for off-site or alternative workers.	1
Planning and Development	Manage consistency with Long-Term Plans, provide assistance with environmental and other regulatory compliance, and manage surplus City-owned properties. Manage Federal Disaster programs that come through HUD. Assist with liaison with the Community. Assist with liaison with other local governments and with State and Federal partners. Assist with liaison with social service and critical care partners. Assist with GIS and mapping.	1

The Newburgh City Manager, their designee, or their successor will maintain awareness of information, direction, and guidance from public health officials and the Governor's office, directing the implementation of changes as necessary.

Upon resolution of the public health emergency, the Newburgh City Manager, their designee, or their successor will direct the resumption of normal operations or operations with modifications as necessary.

Mission Essential Functions

When confronting events that disrupt normal operations, the City of Newburgh is committed to ensuring that essential functions will be continued even under the most challenging circumstances.

Essential functions are those functions that enable an organization to:

1. Maintain the safety of employees, contractors, and our constituency
2. Provide vital services
3. Provide services required by law
4. Sustain quality operations
5. Uphold the core values of the City of Newburgh

The City of Newburgh has identified as critical only those priority functions that are required or are necessary to provide vital services. During activation of this plan, all other activities may be suspended to enable the organization to concentrate on providing the critical functions and building the internal capabilities necessary to increase and eventually restore operations. Appropriate communications with employees, contractors, our constituents, and other stakeholders will be an ongoing priority.

Essential functions are prioritized according to:

- The time criticality of each essential function
- Interdependency of a one function to others
- The recovery sequence of essential functions and their vital processes

Priority 1 identifies the most essential of functions, with priority 4 identifying functions that are essential, but least among them.

The mission essential functions for City of Newburgh have been identified as:

Secondary Function	Description	Priority
City Manager		2-4
Corporation Counsel		2-4
Police Department		2-4
Fire Department		2-4
Department of Public Works		2-4
Water Department		2-4
Engineering Department		2-4
Building/Codes Department		2-4
Finance Department		2-4
Human Resource Department		2-4

Recreation Department	Communicate status of programs and services available to the community. Maintain cleanliness of outdoor recreation facilities.	2-4
City Clerk		2-4
Information Technology		2-4
Planning and Development	Prepare and maintain long-term plans for the City. Manage development projects. Manage the Land Use Boards. Manage and implement policies around housing, transportation, sustainability, and business development. Manage the CDBG program. Manage the Film Office.	2-4

Essential Positions

Each essential function identified above requires certain positions on-site to effectively operate. The table below identifies the positions or titles that are essential to be staffed on-site for the continued operation of each essential function. Note that while some functions and associated personnel may be essential, some of these can be conducted remotely and do not need to be identified in this section.

All Department Heads are deemed essential, unless deemed otherwise. In addition, a department may be deemed essential or non-essential pursuant to the time of year/season.

Essential Function	Essential Positions/Titles	Justification for Each
City Manager	• All Employees	Essential for the maintenance of the City.
Information Technology	• Information Systems Manager	IT provides support in setting up hardware and software, network management, remote workings, and help desk support.
Police Department	• All Employees	Essential for the maintenance of public safety.
Fire Department	• All Employees	Essential for the maintenance of public safety.
Department of Public Works	• All Employees	Essential for providing vital services and maintaining health and safety in City.
Water Department	• All Employees	Essential for providing vital services and maintaining health and safety in City.
Engineering Department	• City Engineer	Essential to oversee contract operations and maintenance at WWTP and for providing vital services to maintain health and safety in City. Support staff work remotely.
Waste Water Treatment Plant	• All Employees	Essential for providing vital services and maintaining health and safety in City (Contract operator).
Codes Department	• All Employees	Essential to the enforcement of the building code and code enforcement.
Finance Department	• Comptroller	Essential status as senior staff. May include Assistant Comptroller, Assessor, and or Collector as needed. Support staff work remotely.
Human Resource Department	• Director	Essential status as senior staff. Support staff work remotely.
Corporation Counsel	• Corporation Counsel	Essential status as senior staff. May include Assistant Corporation counsel or secretaries as desired by corporation counsel. Otherwise, support staff work remotely.

Planning and Development	• Director	Essential status as senior staff. Support staff work remotely.
City Clerk	• Department Head	Essential status as senior staff. Support staff work remotely.
Recreation Department	• Director	Essential status as senior staff. Support staff are essential as needed by the director to perform essential maintenance.

Reducing Risk Through Remote Work and Staggered Shifts

Through assigning certain staff to work remotely and by staggering work shifts, we can decrease crowding and density at work sites and on public transportation

Remote Work Protocols

Non-essential employees and contractors able to accomplish their functions remotely will be enabled to do so at the greatest extent possible. Working remotely requires:

1. Identification of staff who will work remotely
2. Approval and assignment of remote work
3. Equipping staff for remote work, which may include:
 - a. Internet capable laptop
 - b. Necessary peripherals
 - c. Necessary hotspots or internet connections
 - d. Access to VPN and/or secure network drives
 - e. Access to software and databases necessary to perform their duties
 - f. A solution for telephone communications
 - i. Note that phone lines may need to be forwarded to off-site staff

The City of Newburgh has already implemented the protocols and personnel list of working remote. In coordination with the IT Manager and Department Heads, the City has already implemented a successful work-from-home policy during the COVID-19 Pandemic. The final determination on remote status for each employee is made by City Manager, based upon a detailed request made by the applicable Department Head.

Upgrades are being implemented with a new SCADA System at the Water Filtration Plant which will allow process monitoring from remote locations. Water Department staff are still required to be present to monitor operations, take samples, make physical adjustments to processes, and perform maintenance.

Upgrades have been implemented with a new SCADA System at the Wastewater Treatment Plant which allow process monitoring from remote locations. Wastewater Treatment Plant staff are still required to be present to monitor operations, take samples, make physical adjustments to processes, and perform maintenance.

Staggered Shifts

Implementing staggered shifts may be possible for personnel performing duties which are necessary to be performed on-site but perhaps less sensitive to being accomplished only within core business hours. Wherever possible, management will identify opportunities for staff to work outside core business hours as a strategy of limiting exposure. Regardless of changes in start and end times of shifts, City of Newburgh will ensure that employees are provided with their typical or contracted minimum work hours per week. Staggering shifts requires:

1. Identification of positions for which work hours will be staggered
2. Approval and assignment of changed work hours

On-Site Relocation

On-site relocation to empty offices, conference rooms, or other large spaces may be possible for personnel performing duties which are necessary to be performed on-site. Wherever possible, management will identify opportunities for staff to work in alternative on-site locations as a strategy of limiting exposure. On-site relocation requires:

1. Identification of underutilized rooms and spaces
2. Approval and assignment of changed locations
3. Relocation of equipment

Personal Protective Equipment

The use of personal protective equipment (PPE) to reduce the spread of infectious disease is important to supporting the health and safety of our employees and contractors. PPE which may be needed can include:

- Masks
- Face shields
- Gloves
- Disposable gowns and aprons
- Hand Sanitizer
- Hand Soap
- Disinfectant Wipes and Surface Sprays
- Fogging, fumigation, or electrostatic sprays Ultraviolet disinfectant machines
- Digital Thermometers

Note that while cleaning supplies are not PPE, there is a related need for cleaning supplies used to sanitize surfaces, as well as hand soap and hand sanitizer. The Coronavirus pandemic demonstrated that supply chains were not able to keep up with increased demand for these products early in the pandemic. As such, we are including these supplies in this section as they are pertinent to protecting the health and safety of our employees and contractors.

Protocols for providing PPE include the following:

1. Identification of need for PPE based upon job duties and work location
2. Procurement of PPE
 - a. As specified in the amended law, public employers must be able to provide at least two pieces of each required type of PPE to each essential employee and contractor during any given work shift for at least six months
 - b. Public employers must be able to mitigate supply chain disruptions to meet this requirement
3. Storage of, access to, and monitoring of PPE stock
 - a. PPE must be stored in a manner which will prevent degradation
 - b. Employees and contractors must have immediate access to PPE in the event of an emergency
 - c. The supply of PPE must be monitored to ensure integrity and to track usage rates

The City has implemented a central storage and purchase protocols within the Highway Department of Public Works. The City installed large locking metal storage containers at the Department of Public Works facility at 88 Pierces Road, and has been gathering and stock piling all of the above PPE in this facility. The City may also store PPE at the Carter Street Building.

City of Newburgh

Operation Plan Public Health Emergencies

pg. 10

The City has provided at least one digital thermometer per building.

The City has been able to foster a number of local relationships with suppliers of PPE and should work to continue these relationships. Specifically, local distilleries have proven able to provide alcohol-based cleaning agents immediately. Local apparel manufacturers have been able to produce medical grade masks beginning approximately 3 months after the start of the emergency, and local plastics manufacturers have been able to produce face shields beginning approximately 3 months after the start of the emergency.

The Superintendent of Public Works is responsible for monitoring and maintaining the stock of PPE. The City has well over 8 weeks of PPE on hand. The Department of Public Works has been provided with annual budget lines to maintain this supply. Department Heads are responsible for requesting adequate PPE for their staff and distributing the PPE to on-site workers as needed. All request should be routed through the Executive Office. The Executive Office will liaise with Public Works for delivery to the respective department.

If the City is provided funds for the purchase of PPE for the General Public, through FEMA, HUD Disaster Funding, or other program, that PPE should be purchased and stored in a separate secured location that is outside of High Hazard Areas, is staff 24/7, and has operation Back-up Power Supply.

Staff Exposures, Cleaning, and Disinfection

Staff Exposures

Staff exposures are organized under several categories based upon the type of exposure and presence of symptoms. Following CDC and NYS DOH guidelines, we have established the following protocols:

- A. If employees or contractors are exposed to a known case of communicable disease that is the subject of the public health emergency (defined as a 'close contact' with someone who is confirmed infected, which is a prolonged presence within six feet with that person):
 1. Potentially exposed employees or contractors who do not have symptoms should remain at home or in a comparable setting and practice social distancing for the lesser of 14 days or other current CDC/public health guidance for the communicable disease in question.
 - a. As possible, these employees will be permitted to work remotely during this period of time if they are not ill.
 - b. The Department Head and Director of Human Resources must be notified. The department head is responsible for ensuring these protocols are followed.
 - c. See the section titled Documentation of Work Hours and Locations for additional information on contact tracing.
 2. If CDC or State/ County Health Department guidelines allow, critical essential employees may be permitted to continue work following potential exposure, provided they remain symptom-free and additional precautions are taken to protect them, other employees and contractors, and our constituency/public.
 - a. Additional precautions will include the requirement of the subject employee or contractor, as well as others working in their proximity, to wear appropriate PPE at all times to limit the potential of transmission.
 - b. In-person interactions with the subject employee or contractor will be limited as much as possible.

- c. Work areas in which the subject employee or contractor are present will be disinfected according to current CDC/public health protocol at least every hour, as practical. See the section on Cleaning and Disinfection for additional information on that subject.
 - d. If at any time they exhibit symptoms, refer to item B below.
 - e. The Director of Human Resources must be notified and the department head is responsible for ensuring these protocols are followed.
- B. If an employee or contractor exhibits symptoms of the communicable disease that is the subject of the public health emergency:
 - 1. Employees and contractors who exhibit symptoms in the workplace should be immediately separated from other employees, customers, and visitors. They should immediately be sent home with a recommendation to contact their physician.
 - 2. Employees and contractors who exhibit symptoms outside of work should notify their supervisor and stay home, with a recommendation to contact their physician.
 - 3. Employees should not return to work until they have met the criteria to discontinue home isolation per CDC/public health guidance and have consulted with a healthcare provider.
 - 4. The City of Newburgh will not require sick employees to provide a negative test result for the disease in question or healthcare provider's note to validate their illness, qualify for sick leave, or return to work; unless there is a recommendation from the CDC/public health officials to do so.
 - 5. CDC criteria for COVID-19 provides that persons exhibiting symptoms may return to work if at least 24 hours have passed since the last instance of fever without the use of fever-reducing medications. If the disease in question is other than COVID-19, CDC and other public guidance shall be referenced.
 - 6. The Director of Human Resources must be notified and the department head is responsible for ensuring these protocols are followed.
- C. If an employee or contractor has tested positive for the communicable disease that is the subject of the public health emergency:
 - 1. Apply the steps identified in item B, above, as applicable.
 - 2. Areas occupied for prolonged periods of time by the subject employee or contractor will be closed off.
 - a. CDC guidance for COVID-19 indicates that a period of 24 hours is ideally given before cleaning, disinfecting, and reoccupation of those spaces will take place. If this time period is not possible, a period of as long as possible will be given. CDC/public health guidance for the disease in question will be followed.
 - b. All City Buildings should be cleaned and disinfected daily, Equipment for this process will be allocated in the PPE central Cache.
 - c. Any common areas entered, surfaces touched, or equipment used shall be cleaned and disinfected immediately.
 - d. See the section on Cleaning and Disinfection for additional information on that subject.
 - 3. Identification of potential employee and contractor exposures will be conducted
 - a. If an employee or contractor is confirmed to have the disease in question, Director of Human Resources or their designee should inform all contacts of their possible exposure. Confidentiality shall be maintained as required by the Americans with Disabilities Act (ADA).

- b. Apply the steps identified in item A, above, as applicable, for all potentially exposed personnel.
4. The Director of Human Resources must be notified and the department head is responsible for ensuring these protocols are followed.

We recognize there may be nuances or complexities associated with potential exposures, close contacts, symptomatic persons, and those testing positive. We will follow CDC/public health recommendations and requirements and coordinate with our local public health office for additional guidance and support as needed.

Cleaning and Disinfecting

CDC/public health guidelines will be followed for cleaning and disinfection of surfaces/areas. Present guidance for routine cleaning during a public health emergency includes:

1. As possible, employees and contractors will clean their own workspaces in the beginning, middle, and end of their shifts, at a minimum.
 - a. High traffic/high touch areas and areas which are accessible to the public/constituents will be disinfected at least hourly.
 - b. The Cleaner and Motor Equipment Operators will be responsible for cleaning common areas, and the frequency of such.
2. Staff tasked with cleaning and disinfecting areas will be issued and required to wear PPE appropriate to the task.
3. All City Buildings should be fogged with proper cleaning disinfectant daily.
4. Soiled surfaces will be cleaned with soap and water before being disinfected.
5. Surfaces will be disinfected with products that meet EPA criteria for use against the virus in question and which are appropriate for that surface.
6. Staff will follow instructions of cleaning products to ensure safe and effective use of the products.

Employee and Contractor Leave

Public health emergencies are extenuating and unanticipated circumstances in which the City of Newburgh is committed to reducing the burden on our employees. This protocol may be altered based upon changes in law or regulation, as applicable.

Any mandated leave policies required under New York State or federal law will be communicated to, and extended to City employees. In addition, employees will be permitted to utilize any contractual leave time consistent with the employee's collective bargaining agreement or terms and conditions of employment.

Additional leave provisions may be implemented by the City of Newburgh if required by any federal, state, or local government including but not limited to federal and state laws, regulations, executive orders, and other potential sources. The City of Newburgh certifies that this protocol and the implementation of such protocol shall not violate any existing federal, state, or local law, including regarding sick leave or health information privacy.

Documentation of Work Hours and Locations

In a public health emergency, it may be necessary to document work hours and locations of each employee and contractor to support contact tracing efforts. Identification of locations shall include on-site work, off-site visits. This information may be used by the City of Newburgh to support contact tracing within the organization and may be shared with local public health officials.

Housing for Essential Employees

There are circumstances within a public health emergency when it may be prudent to have essential employees lodged in such a manner which will help prevent the spread of the subject communicable disease to protect these employees from potential exposures, thus helping to ensure their health and safety and the continuity of the City of Newburgh essential operations.

If such a need arises, the City of Newburgh will coordinate, identify and arrange for these housing needs. Several locations within the City could be converted to meet this need should it arise.

Each Department Head is responsible for coordinating this, with the assistance from the City Manager.

RESOLUTION NO.: 279-2021

OF

NOVEMBER 22, 2021

A RESOLUTION APPROVING THE CONSENT JUDGMENT AND AUTHORIZING THE CITY MANAGER TO SIGN SUCH CONSENT JUDGMENT IN CONNECTION WITH THE TAX CERTIORARI PROCEEDINGS AGAINST THE CITY OF NEWBURGH IN THE ORANGE COUNTY SUPREME COURT BEARING ORANGE COUNTY INDEX NOS.

EF005637-2019, EF005638-2019, EF003615-2020, EF003617-2020, EF004947-2021 AND EF004950-2021 INVOLVING SECTION 18, BLOCK 3, LOTS 1, 2, 3, 4, 5, 6, 7, 10 AND 11 AND SECTION 18, BLOCK 4, LOTS 1, 2, 46, 53, 54 AND 55 (LANDER STREET PARTNERS, L.P.)

WHEREAS, Lander Street Partners, L.P. has commenced tax certiorari proceedings against the City of Newburgh in the Supreme Court of the State of New York, County of Orange for the 2019-2020, 2020-2021 and 2021-2022 tax years bearing Orange County Index Nos. EF005637-2019, EF005638-2019, EF003615-2020, EF003617-2020, EF004947-2021 and EF004950-2021; and

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

WHEREAS, Lander Street Partners, L.P. is willing to settle this proceeding without interest, costs or disbursements, in the following manner:

1. That the real property of Petitioner described on the City of Newburgh tax roll for the 2019-2020, 2020-2021 and 2021-2022 tax years as tax map number 18-3-1 be reduced to a market value of \$45,543.00, \$69,807.00 and \$69,807.00, respectively.
2. That the real property of Petitioner described on the City of Newburgh tax roll for the 2019-2020, 2020-2021 and 2021-2022 tax years as tax map number 18-3-2 be reduced to a market value of \$30,362.00, \$46,538.00 and \$46,538.00, respectively.
3. That the real property of Petitioner described on the City of Newburgh tax roll for the 2019-2020, 2020-2021 and 2021-2022 tax years as tax map number 18-3-3 be reduced to a market value of \$30,362.00, \$46,538.00 and \$46,538.00, respectively.
4. That the real property of Petitioner described on the City of Newburgh tax roll for the 2019-2020, 2020-2021 and 2021-2022 tax years as tax map number 18-3-4 be reduced to a market value of \$30,362.00, \$46,538.00 and \$46,538.00, respectively.

5. That the real property of Petitioner described on the City of Newburgh tax roll for the 2019-2020, 2020-2021 and 2021-2022 tax years as tax map number 18-3-5 be reduced to a market value of \$30,362.00, \$46,538.00 and \$46,538.00, respectively.
6. That the real property of Petitioner described on the City of Newburgh tax roll for the 2019-2020, 2020-2021 and 2021-2022 tax years as tax map number 18-3-6 be reduced to a market value of \$30,362.00, \$46,538.00 and \$46,538.00, respectively.
7. That the real property of Petitioner described on the City of Newburgh tax roll for the 2019-2020, 2020-2021 and 2021-2022 tax years as tax map number 18-3-7 be reduced to a market value of \$30,362.00, \$46,538.00 and \$46,538.00, respectively.
8. That the real property of Petitioner described on the City of Newburgh tax roll for the 2019-2020, 2020-2021 and 2021-2022 tax years as tax map number 18-3-10 be reduced to a market value of \$30,362.00, \$46,538.00 and \$46,538.00, respectively.
9. That the real property of Petitioner described on the City of Newburgh tax roll for the 2019-2020, 2020-2021 and 2021-2022 tax years as tax map number 18-3-11 be reduced to a market value of \$30,362.00, \$46,538.00 and \$46,538.00, respectively.
10. That the real property of Petitioner described on the City of Newburgh tax roll for the 2019-2020, 2020-2021 and 2021-2022 tax years as tax map number 18-4-1 be reduced to a market value of \$30,362.00, \$46,538.00 and \$46,538.00, respectively.
11. That the real property of Petitioner described on the City of Newburgh tax roll for the 2019-2020, 2020-2021 and 2021-2022 tax years as tax map number 18-4-2 be reduced to a market value of \$30,362.00, \$46,538.00 and \$46,538.00, respectively.
12. That the real property of Petitioner described on the City of Newburgh tax roll for the 2019-2020, 2020-2021 and 2021-2022 tax years as tax map number 18-4-46 be reduced to a market value of \$30,362.00, \$46,538.00 and \$46,538.00, respectively.
13. That the real property of Petitioner described on the City of Newburgh tax roll for the 2019-2020, 2020-2021 and 2021-2022 tax years as tax map number 18-4-53 be reduced to a market value of \$30,362.00, \$46,538.00 and \$46,538.00, respectively.
14. That the real property of Petitioner described on the City of Newburgh tax roll for the 2019-2020, 2020-2021 and 2021-2022 tax years as tax map number 18-4-54 be reduced to a market value of \$30,362.00, \$46,538.00 and \$46,538.00, respectively.
15. That the real property of Petitioner described on the City of Newburgh tax roll for the 2019-2020, 2020-2021 and 2021-2022 tax years as tax map number 18-4-55 be reduced to a market value of \$30,362.00, \$46,538.00 and \$46,538.00, respectively.

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

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

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF ORANGE

-----X
In the Matter of the Application of
LANDER STREET PARTNERS, L.P.,

CONSENT JUDGMENT

Petitioner,
-against-

THE ASSESSOR, THE BOARD OF ASSESSORS AND
THE BOARD OF ASSESSMENT REVIEW OF THE CITY
OF NEWBURGH AND THE CITY OF NEWBURGH,

Respondents.

Index Nos. EF005637-2019
EF005638-2019
EF003615-2020
EF003617-2020
EF004947-2021
EF004950-2021

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

PRESENT: HON. CATHERINE M. BARTLETT

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

ORDERED, that the real property of Petitioner described on the City of Newburgh tax
rolls for the tax years 2019-2020, 2020-2021 and 2021-2022, as follows:

Tax Map No. 18-3-1

be reduced in assessment value from \$108,200.00, \$108,200.00 and \$108,200.00, respectively to
an assessment value of \$45,543.00, \$69,807.00 and \$69,807.00, respectively, prior to the
application of any real property tax exemptions, if any; and it is further,

ORDERED, that the real property of Petitioner described on the City of Newburgh tax
rolls for the tax years 2019-2020, 2020-2021 and 2021-2022, as follows:

Tax Map No. 18-3-2

be reduced in assessment value from \$76,000.00, \$76,000.00 and \$76,000.00, respectively to an assessment value of \$30,362.00, \$46,538.00 and \$46,538.00, respectively, prior to the application of any real property tax exemptions, if any; and it is further,

ORDERED, that the real property of Petitioner described on the City of Newburgh tax rolls for the tax years 2019-2020, 2020-2021 and 2021-2022, as follows:

Tax Map No. 18-3-3

be reduced in assessment value from \$77,500.00, \$77,500.00 and \$77,500.00, respectively to an assessment value of \$30,362.00, \$46,538.00 and \$46,538.00, respectively, prior to the application of any real property tax exemptions, if any; and it is further,

ORDERED, that the real property of Petitioner described on the City of Newburgh tax rolls for the tax years 2019-2020, 2020-2021 and 2021-2022, as follows:

Tax Map No. 18-3-4

be reduced in assessment value from \$72,900.00, \$72,900.00 and \$72,900.00, respectively to an assessment value of \$30,362.00, \$46,538.00 and \$46,538.00, respectively, prior to the application of any real property tax exemptions, if any; and it is further,

ORDERED, that the real property of Petitioner described on the City of Newburgh tax rolls for the tax years 2019-2020, 2020-2021 and 2021-2022, as follows:

Tax Map No. 18-3-5

be reduced in assessment value from \$69,900.00, \$69,900.00 and \$69,900.00, respectively to an assessment value of \$30,362.00, \$46,538.00 and \$46,538.00, respectively, prior to the application of any real property tax exemptions, if any; and it is further,

ORDERED, that the real property of Petitioner described on the City of Newburgh tax rolls for the tax years 2019-2020, 2020-2021 and 2021-2022, as follows:

Tax Map No. 18-3-6

be reduced in assessment value from \$78,700.00, \$78,700.00 and \$78,700.00, respectively to an assessment value of \$30,362.00, \$46,538.00 and \$46,538.00, respectively, prior to the application of any real property tax exemptions, if any; and it is further,

ORDERED, that the real property of Petitioner described on the City of Newburgh tax rolls for the tax years 2019-2020, 2020-2021 and 2021-2022, as follows:

Tax Map No. 18-3-7

be reduced in assessment value from \$76,000.00, \$76,000.00 and \$76,000.00, respectively to an assessment value of \$30,362.00, \$46,538.00 and \$46,538.00, respectively, prior to the application of any real property tax exemptions, if any; and it is further,

ORDERED, that the real property of Petitioner described on the City of Newburgh tax rolls for the tax years 2019-2020, 2020-2021 and 2021-2022, as follows:

Tax Map No. 18-3-10

be reduced in assessment value from \$75,000.00, \$75,000.00 and \$75,000.00, respectively to an assessment value of \$30,362.00, \$46,538.00 and \$46,538.00, respectively, prior to the application of any real property tax exemptions, if any; and it is further,

ORDERED, that the real property of Petitioner described on the City of Newburgh tax rolls for the tax years 2019-2020, 2020-2021 and 2021-2022, as follows:

Tax Map No. 18-3-11

be reduced in assessment value from \$86,200.00, \$86,200.00 and \$86,200.00, respectively to an assessment value of \$30,362.00, \$46,538.00 and \$46,538.00, respectively, prior to the application of any real property tax exemptions, if any; and it is further,

ORDERED, that the real property of Petitioner described on the City of Newburgh tax rolls for the tax years 2019-2020, 2020-2021 and 2021-2022, as follows:

Tax Map No. 18-4-1

be reduced in assessment value from \$78,000.00, \$78,000.00 and \$78,000.00, respectively to an assessment value of \$30,362.00, \$46,538.00 and \$46,538.00, respectively, prior to the application of any real property tax exemptions, if any; and it is further,

ORDERED, that the real property of Petitioner described on the City of Newburgh tax rolls for the tax years 2019-2020, 2020-2021 and 2021-2022, as follows:

Tax Map No. 18-4-2

be reduced in assessment value from \$78,800.00, \$78,800.00 and \$78,800.00, respectively to an assessment value of \$30,362.00, \$46,538.00 and \$46,538.00, respectively, prior to the application of any real property tax exemptions, if any; and it is further,

ORDERED, that the real property of Petitioner described on the City of Newburgh tax rolls for the tax years 2019-2020, 2020-2021 and 2021-2022, as follows:

Tax Map No. 18-4-53

be reduced in assessment value from \$67,800.00, \$67,800.00 and \$67,800.00, respectively to an assessment value of \$30,362.00, \$46,538.00 and \$46,538.00, respectively, prior to the application of any real property tax exemptions, if any; and it is further,

ORDERED, that the real property of Petitioner described on the City of Newburgh tax rolls for the tax years 2019-2020, 2020-2021 and 2021-2022, as follows:

Tax Map No. 18-4-54

be reduced in assessment value from \$70,200.00, \$70,200.00 and \$70,200.00, respectively to an assessment value of \$30,362.00, \$46,538.00 and \$46,538.00, respectively, prior to the application of any real property tax exemptions, if any; and it is further,

ORDERED, that the real property of Petitioner described on the City of Newburgh tax rolls for the tax years 2019-2020, 2020-2021 and 2021-2022, as follows:

Tax Map No. 18-4-55

be reduced in assessment value from \$80,600.00, \$80,600.00 and \$80,600.00, respectively to an assessment value of \$30,362.00, \$46,538.00 and \$46,538.00, respectively, prior to the application of any real property tax exemptions, if any; and it is further,

ORDERED, that the real property of Petitioner described on the City of Newburgh tax rolls for the tax years 2019-2020, 2020-2021 and 2021-2022, as follows:

Tax Map No. 18-4-46

be reduced in assessment value from \$72,300.00, \$72,300.00 and \$72,300.00, respectively to an assessment value of \$30,362.00, \$46,538.00 and \$46,538.00, respectively, prior to the application of any real property tax exemptions, if any; and it is further,

ORDERED, that the Petitioner's real property taxes on said parcels above described for the 2019-2020, 2020-2021 and 2021-2022 School, County and City taxes be adjusted accordingly and that any overpayment by Petitioner for the 2019-2020, 2020-2021 and 2021-2022 tax years be refunded upon the entering of this Consent Judgment with the Orange County Clerk's Office; and it is further,

ORDERED, that the officer or officers having custody of the aforesaid City of Newburgh assessment rolls shall make or cause to be made upon the proper books and records and upon the

assessment roll of said City the entries, changes and corrections necessary to conform such reduced assessment value; and it is further,

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

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

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

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

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

ORDERED, that the provisions of Real Property Tax Law § 581-a concerning reporting annual income to the City shall remain applicable in the 2022, 2023 and 2024 assessment years and shall not be affected by the provisions of Real Property Tax Law § 727; and it is further,

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

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

Signed: December __, 2021
Goshen, New York

ENTER:

HON. CATHERINE M. BARTLETT
SUPREME COURT JUSTICE

ON CONSENT:

HON. TODD VENNING
City Manager
Dated: _____

ROBERT M. RAMETTA, ESQ.
RAMETTA & RAMETTA LLC
Attorneys for the Petitioner
Dated: _____

HON. JOANNE MAJEWSKI
Assessor
Dated: _____

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

MARC E. SHARFF, ESQ.
Shaw, Perelson, May & Lambert, LLP
Attorneys for Intervening School District
Dated: _____

RESOLUTION NO.: 280-2021

OF

NOVEMBER 22, 2021

A RESOLUTION APPROVING THE CONSENT JUDGMENT AND AUTHORIZING THE CITY MANAGER TO SIGN SUCH CONSENT JUDGMENT IN CONNECTION WITH THE TAX CERTIORARI PROCEEDINGS AGAINST THE CITY OF NEWBURGH IN THE ORANGE COUNTY SUPREME COURT BEARING ORANGE COUNTY INDEX NOS. EF005646-2019, EF005650-2019, EF005651-2019, EF003619-2020, EF003620-2020, EF003622-2020, EF004960-2021, EF004964-2021 AND EF004965-2021 INVOLVING SECTION 11, BLOCK 2, LOTS 7, 8 AND 16; SECTION 11, BLOCK 3, LOTS 11, 14, 15, 16, 20, 23, 24 AND 25; SECTION 18, BLOCK 3, LOTS 15, 18, 19 AND 20; AND SECTION 18, BLOCK 4, LOTS 50, 51 AND 52 (LANDER STREET PARTNERS II, L.P.)

WHEREAS, Lander Street Partners II, L.P. has commenced tax certiorari proceedings against the City of Newburgh in the Supreme Court of the State of New York, County of Orange for the 2019-2020, 2020-2021 and 2021-2022 tax years bearing Orange County Index Nos. EF005646-2019, EF005650-2019, EF005651-2019, EF003619-2020, EF003620-2020, EF003622-2020, EF004960-2021, EF004964-2021 AND EF004965-2021; and

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

WHEREAS, Lander Street Partners II, L.P. is willing to settle this proceeding without interest, costs or disbursements, in the following manner:

1. That the real property of Petitioner described on the City of Newburgh tax roll for the 2019-2020, 2020-2021 and 2021-2022 tax years as tax map number 11-2-7 be reduced to a market value of \$30,604.00, \$42,250.00 and \$42,250.00, respectively.
2. That the real property of Petitioner described on the City of Newburgh tax roll for the 2019-2020, 2020-2021 and 2021-2022 tax years as tax map number 11-2-8 be reduced to a market value of \$30,604.00, \$42,250.00 and \$42,250.00, respectively.
3. That the real property of Petitioner described on the City of Newburgh tax roll for the 2019-2020, 2020-2021 and 2021-2022 tax years as tax map number 11-2-16 be reduced to a market value of \$30,604.00, \$42,250.00 and \$42,250.00, respectively.
4. That the real property of Petitioner described on the City of Newburgh tax roll for the 2019-2020, 2020-2021 and 2021-2022 tax years as tax map number 11-3-11 be reduced to a market value of \$30,604.00, \$42,250.00 and \$42,250.00, respectively.

5. That the real property of Petitioner described on the City of Newburgh tax roll for the 2019-2020, 2020-2021 and 2021-2022 tax years as tax map number 11-3-14 be reduced to a market value of \$30,604.00, \$42,250.00 and \$42,250.00, respectively.
6. That the real property of Petitioner described on the City of Newburgh tax roll for the 2019-2020, 2020-2021 and 2021-2022 tax years as tax map number 11-3-15 be reduced to a market value of \$30,604.00, \$42,250.00 and \$42,250.00, respectively.
7. That the real property of Petitioner described on the City of Newburgh tax roll for the 2019-2020, 2020-2021 and 2021-2022 tax years as tax map number 11-3-20 be reduced to a market value of \$30,604.00, \$42,250.00 and \$42,250.00, respectively.
8. That the real property of Petitioner described on the City of Newburgh tax roll for the 2019-2020, 2020-2021 and 2021-2022 tax years as tax map number 11-3-23 be reduced to a market value of \$30,604.00, \$42,250.00 and \$42,250.00, respectively.
9. That the real property of Petitioner described on the City of Newburgh tax roll for the 2019-2020, 2020-2021 and 2021-2022 tax years as tax map number 11-3-24 be reduced to a market value of \$30,604.00, \$42,250.00 and \$42,250.00, respectively.
10. That the real property of Petitioner described on the City of Newburgh tax roll for the 2019-2020, 2020-2021 and 2021-2022 tax years as tax map number 11-3-25 be reduced to a market value of \$30,604.00, \$42,250.00 and \$42,250.00, respectively.
11. That the real property of Petitioner described on the City of Newburgh tax roll for the 2019-2020, 2020-2021 and 2021-2022 tax years as tax map number 18-3-15 be reduced to a market value of \$30,604.00, \$42,250.00 and \$42,250.00, respectively.
12. That the real property of Petitioner described on the City of Newburgh tax roll for the 2019-2020, 2020-2021 and 2021-2022 tax years as tax map number 18-3-18 be reduced to a market value of \$30,604.00, \$42,250.00 and \$42,250.00, respectively.
13. That the real property of Petitioner described on the City of Newburgh tax roll for the 2019-2020, 2020-2021 and 2021-2022 tax years as tax map number 18-3-19 be reduced to a market value of \$30,604.00, \$42,250.00 and \$42,250.00, respectively.
14. That the real property of Petitioner described on the City of Newburgh tax roll for the 2019-2020, 2020-2021 and 2021-2022 tax years as tax map number 18-3-20 be reduced to a market value of \$30,604.00, \$42,250.00 and \$42,250.00, respectively.
15. That the real property of Petitioner described on the City of Newburgh tax roll for the 2019-2020, 2020-2021 and 2021-2022 tax years as tax map number 18-4-50 be reduced to a market value of \$30,604.00, \$42,250.00 and \$42,250.00, respectively.
16. That the real property of Petitioner described on the City of Newburgh tax roll for the 2019-2020, 2020-2021 and 2021-2022 tax years as tax map number 18-4-51 be reduced to a market value of \$30,604.00, \$42,250.00 and \$42,250.00, respectively.
17. That the real property of Petitioner described on the City of Newburgh tax roll for the 2019-2020, 2020-2021 and 2021-2022 tax years as tax map number 18-4-52 be reduced to a market value of \$30,604.00, \$42,250.00 and \$42,250.00, respectively.

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

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

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF ORANGE

-----X
In the Matter of the Application of
LANDER STREET PARTNERS II, L.P.,

CONSENT JUDGMENT

Petitioner,

-against-

THE ASSESSOR, THE BOARD OF ASSESSORS AND
THE BOARD OF ASSESSMENT REVIEW OF THE CITY
OF NEWBURGH AND THE CITY OF NEWBURGH,

Respondents.

For Review of a Tax Assessment under Article 7 of the
Real Property Tax Law.

Index Nos. EF005646-2019
EF005650-2019
EF005651-2019
EF003619-2020
EF003620-2020
EF003622-2020
EF004960-2021
EF004964-2021
EF004965-2021

-----X
PRESENT: HON. CATHERINE M. BARTLETT

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

ORDERED, that the real property of Petitioner described on the City of Newburgh tax
rolls for the tax years 2019-2020, 2020-2021 and 2021-2022, as follows:

Tax Map No. 11-3-11

be reduced in assessment value from \$81,800.00, \$81,800.00 and \$81,800.00, respectively to an
assessment value of \$30,604.00, \$42,250.00 and \$42,250.00, respectively, prior to the application
of any real property tax exemptions, if any; and it is further,

ORDERED, that the real property of Petitioner described on the City of Newburgh tax
rolls for the tax years 2019-2020, 2020-2021 and 2021-2022, as follows:

Tax Map No. 11-3-14

be reduced in assessment value from \$71,700.00, \$71,700.00 and \$71,700.00, respectively to an assessment value of \$30,604.00, \$42,250.00 and \$42,250.00, respectively, prior to the application of any real property tax exemptions, if any; and it is further,

ORDERED, that the real property of Petitioner described on the City of Newburgh tax rolls for the tax years 2019-2020, 2020-2021 and 2021-2022, as follows:

Tax Map No. 11-3-15

be reduced in assessment value from \$64,800.00, \$64,800.00 and \$64,800.00, respectively to an assessment value of \$30,604.00, \$42,250.00 and \$42,250.00, respectively, prior to the application of any real property tax exemptions, if any; and it is further,

ORDERED, that the real property of Petitioner described on the City of Newburgh tax rolls for the tax years 2019-2020, 2020-2021 and 2021-2022, as follows:

Tax Map No. 11-2-16

be reduced in assessment value from \$85,400.00, \$85,400.00 and \$85,400.00, respectively to an assessment value of \$30,604.00, \$42,250.00 and \$42,250.00, respectively, prior to the application of any real property tax exemptions, if any; and it is further,

ORDERED, that the real property of Petitioner described on the City of Newburgh tax rolls for the tax years 2019-2020, 2020-2021 and 2021-2022, as follows:

Tax Map No. 11-3-20

be reduced in assessment value from \$71,300.00, \$71,300.00 and \$71,300.00, respectively to an assessment value of \$30,604.00, \$42,250.00 and \$42,250.00, respectively, prior to the application of any real property tax exemptions, if any; and it is further,

ORDERED, that the real property of Petitioner described on the City of Newburgh tax rolls for the tax years 2019-2020, 2020-2021 and 2021-2022, as follows:

Tax Map No. 11-3-23

be reduced in assessment value from \$69,200.00, \$69,200.00 and \$69,200.00, respectively to an assessment value of \$30,604.00, \$42,250.00 and \$42,250.00, respectively, prior to the application of any real property tax exemptions, if any; and it is further,

ORDERED, that the real property of Petitioner described on the City of Newburgh tax rolls for the tax years 2019-2020, 2020-2021 and 2021-2022, as follows:

Tax Map No. 11-3-24

be reduced in assessment value from \$79,400.00, \$79,400.00 and \$79,400.00, respectively to an assessment value of \$30,604.00, \$42,250.00 and \$42,250.00, respectively, prior to the application of any real property tax exemptions, if any; and it is further,

ORDERED, that the real property of Petitioner described on the City of Newburgh tax rolls for the tax years 2019-2020, 2020-2021 and 2021-2022, as follows:

Tax Map No. 11-3-25

be reduced in assessment value from \$81,200.00, \$81,200.00 and \$81,200.00, respectively to an assessment value of \$30,604.00, \$42,250.00 and \$42,250.00, respectively, prior to the application of any real property tax exemptions, if any; and it is further,

ORDERED, that the real property of Petitioner described on the City of Newburgh tax rolls for the tax years 2019-2020, 2020-2021 and 2021-2022, as follows:

Tax Map No. 11-2-7

be reduced in assessment value from \$83,400.00, \$83,400.00 and \$83,400.00, respectively to an assessment value of \$30,604.00, \$42,250.00 and \$42,250.00, respectively, prior to the application of any real property tax exemptions, if any; and it is further,

ORDERED, that the real property of Petitioner described on the City of Newburgh tax rolls for the tax years 2019-2020, 2020-2021 and 2021-2022, as follows:

Tax Map No. 11-2-8

be reduced in assessment value from \$85,300.00, \$85,300.00 and \$85,300.00, respectively to an assessment value of \$30,604.00, \$42,250.00 and \$42,250.00, respectively, prior to the application of any real property tax exemptions, if any; and it is further,

ORDERED, that the real property of Petitioner described on the City of Newburgh tax rolls for the tax years 2019-2020, 2020-2021 and 2021-2022, as follows:

Tax Map No. 18-3-15

be reduced in assessment value from \$65,900.00, \$65,900.00 and \$65,900.00, respectively to an assessment value of \$30,604.00, \$42,250.00 and \$42,250.00, respectively, prior to the application of any real property tax exemptions, if any; and it is further,

ORDERED, that the real property of Petitioner described on the City of Newburgh tax rolls for the tax years 2019-2020, 2020-2021 and 2021-2022, as follows:

Tax Map No. 18-3-18

be reduced in assessment value from \$81,600.00, \$81,600.00 and \$81,600.00, respectively to an assessment value of \$30,604.00, \$42,250.00 and \$42,250.00, respectively, prior to the application of any real property tax exemptions, if any; and it is further,

ORDERED, that the real property of Petitioner described on the City of Newburgh tax rolls for the tax years 2019-2020, 2020-2021 and 2021-2022, as follows:

Tax Map No. 18-3-19

be reduced in assessment value from \$82,800.00, \$82,800.00 and \$82,800.00, respectively to an assessment value of \$30,604.00, \$42,250.00 and \$42,250.00, respectively, prior to the application of any real property tax exemptions, if any; and it is further,

ORDERED, that the real property of Petitioner described on the City of Newburgh tax rolls for the tax years 2019-2020, 2020-2021 and 2021-2022, as follows:

Tax Map No. 18-3-20

be reduced in assessment value from \$78,500.00, \$78,500.00 and \$78,500.00, respectively to an assessment value of \$30,604.00, \$42,250.00 and \$42,250.00, respectively, prior to the application of any real property tax exemptions, if any; and it is further,

ORDERED, that the real property of Petitioner described on the City of Newburgh tax rolls for the tax years 2019-2020, 2020-2021 and 2021-2022, as follows:

Tax Map No. 18-4-50

be reduced in assessment value from \$70,700.00, \$70,700.00 and \$70,700.00, respectively to an assessment value of \$30,604.00, \$42,250.00 and \$42,250.00, respectively, prior to the application of any real property tax exemptions, if any; and it is further,

ORDERED, that the real property of Petitioner described on the City of Newburgh tax rolls for the tax years 2019-2020, 2020-2021 and 2021-2022, as follows:

Tax Map No. 18-4-51

be reduced in assessment value from \$69,500.00, \$69,500.00 and \$69,500.00, respectively to an assessment value of \$30,604.00, \$42,250.00 and \$42,250.00, respectively, prior to the application of any real property tax exemptions, if any; and it is further,

ORDERED, that the real property of Petitioner described on the City of Newburgh tax rolls for the tax years 2019-2020, 2020-2021 and 2021-2022, as follows:

Tax Map No. 18-4-52

be reduced in assessment value from \$98,700.00, \$98,700.00 and \$98,700.00, respectively to an assessment value of \$30,604.00, \$42,250.00 and \$42,250.00, respectively, prior to the application of any real property tax exemptions, if any; and it is further,

ORDERED, that the Petitioner's real property taxes on said parcels above described for the 2019-2020, 2020-2021 and 2021-2022 School, County and City taxes be adjusted accordingly and that any overpayment by Petitioner for the 2019-2020, 2020-2021 and 2021-2022 tax years be refunded upon the entering of this Consent Judgment with the Orange County Clerk's Office; and it is further,

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

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

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

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

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

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

ORDERED, that the provisions of Real Property Tax Law § 581-a concerning reporting annual income to the City shall remain applicable in the 2022, 2023 and 2024 assessment years and shall not be affected by the provisions of Real Property Tax Law § 727; and it is further,

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

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

Signed: December __, 2021
Goshen, New York

ENTER:

HON. CATHERINE M. BARTLETT
SUPREME COURT JUSTICE

ON CONSENT:

HON. TODD VENNING
City Manager
Dated: _____

ROBERT M. RAMETTA, ESQ.
RAMETTA & RAMETTA LLC
Attorneys for the Petitioner
Dated: _____

HON. JOANNE MAJEWSKI
Assessor
Dated: _____

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

MARC E. SHARFF, ESQ.
Shaw, Perelson, May & Lambert, LLP
Attorneys for Intervening School District
Dated: _____

RESOLUTION NO.: 281-2021

OF

NOVEMBER 22, 2021

A RESOLUTION APPROVING THE CONSENT JUDGMENT AND AUTHORIZING THE CITY MANAGER TO SIGN SUCH CONSENT JUDGMENT IN CONNECTION WITH THE TAX CERTIORARI PROCEEDINGS AGAINST THE CITY OF NEWBURGH IN THE ORANGE COUNTY SUPREME COURT BEARING ORANGE COUNTY INDEX NOS.

EF005661-2019, EF005662-2019, EF003626-2020, EF003628-2020, EF004970-2021 AND EF004971-2021 INVOLVING SECTION 11, BLOCK 2, LOT 10; SECTION 18, BLOCK 3, LOTS 22, 26, 28, 29, 30; AND SECTION 18, BLOCK 4, LOTS 6, 8, 9, 14, 16, 18, 27 (LANDER PARTNERS III, LLC)

WHEREAS, Lander Partners III, LLC has commenced tax certiorari proceedings against the City of Newburgh in the Supreme Court of the State of New York, County of Orange for the 2019-2020, 2020-2021 and 2021-2022 tax years bearing Orange County Index Nos. EF005661-2019, EF005662-2019, EF003626-2020, EF003628-2020, EF004970-2021 and EF004971-2021; and

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

WHEREAS, Lander Partners III, LLC is willing to settle this proceeding without interest, costs or disbursements, in the following manner:

1. That the real property of Petitioner described on the City of Newburgh tax roll for the 2021-2022 tax year as tax map number 11-2-10 be reduced to a market value of \$91,300.00.
2. That the real property of Petitioner described on the City of Newburgh tax roll for the 2021-2022 tax year as tax map number 18-3-22 be reduced to a market value of \$76,000.00.
3. That the real property of Petitioner described on the City of Newburgh tax roll for the 2021-2022 tax year as tax map number 18-3-26 be reduced to a market value of \$74,500.00.
4. That the real property of Petitioner described on the City of Newburgh tax roll for the 2019-2020, 2020-2021 and 2021-2022 tax years as tax map number 18-3-28 be reduced to a market value of \$46,458.00, \$50,219.00 and \$50,219.00, respectively.

5. That the real property of Petitioner described on the City of Newburgh tax roll for the 2019-2020, 2020-2021 and 2021-2022 tax years as tax map number 18-3-29 be reduced to a market value of \$46,458.00, \$50,219.00 and \$50,219.00, respectively.
6. That the real property of Petitioner described on the City of Newburgh tax roll for the 2019-2020 and 2021-2022 tax years as tax map number 18-3-30 be reduced to a market value of \$92,916.00 and \$94,100.00, respectively.
7. That the real property of Petitioner described on the City of Newburgh tax roll for the 2021-2022 tax year as tax map number 18-4-6 be reduced to a market value of \$75,300.00.
8. That the real property of Petitioner described on the City of Newburgh tax roll for the 2021-2022 tax year as tax map number 18-4-8 be reduced to a market value of \$85,100.00.
9. That the real property of Petitioner described on the City of Newburgh tax roll for the 2021-2022 tax year as tax map number 18-4-9 be reduced to a market value of \$85,100.00.
10. That the real property of Petitioner described on the City of Newburgh tax roll for the 2019-2020, 2020-2021 and 2021-2022 tax years as tax map number 18-4-14 be reduced to a market value of \$46,458.00, \$50,219.00 and \$50,219.00, respectively.
11. That the real property of Petitioner described on the City of Newburgh tax roll for the 2019-2020, 2020-2021 and 2021-2022 tax years as tax map number 18-4-16 be reduced to a market value of \$46,458.00, \$50,219.00 and \$50,219.00, respectively.
12. That the real property of Petitioner described on the City of Newburgh tax roll for the 2019-2020, 2020-2021 and 2021-2022 tax years as tax map number 18-4-18 be reduced to a market value of \$46,458.00, \$50,219.00 and \$50,219.00, respectively.
13. That the real property of Petitioner described on the City of Newburgh tax roll for the 2019-2020, 2020-2021 and 2021-2022 tax years as tax map number 18-4-27 be reduced to a market value of \$46,458.00, \$50,219.00 and \$50,219.00, respectively.
14. That the proceedings brought in connection with the property described on the City of Newburgh tax roll for the 2019-2020 and 2020-2021 tax years as tax map number 11-2-10, 18-3-22, 18-3-26, 18-4-6, 18-4-8 and 18-4-9 be discontinued with prejudice.
15. That the proceeding brought in connection with the property described on the City of Newburgh tax roll for the 2020-2021 tax year as tax map number 18-3-30 be discontinued with prejudice.

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

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

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF ORANGE

-----X
In the Matter of the Application of
LANDER PARTNERS III, LLC,

CONSENT JUDGMENT

Petitioner,

-against-

THE ASSESSOR, THE BOARD OF ASSESSORS AND
THE BOARD OF ASSESSMENT REVIEW OF THE CITY
OF NEWBURGH AND THE CITY OF NEWBURGH,

Respondents.

Index Nos. EF005661-2019
EF005662-2019
EF003626-2020
EF003628-2020
EF004970-2021
EF004971-2021

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

PRESENT: HON. CATHERINE M. BARTLETT

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

ORDERED, that the real property of Petitioner described on the City of Newburgh tax
rolls for the tax years 2019-2020, 2020-2021 and 2021-2022, as follows:

Tax Map No. 18-4-18

be reduced in assessment value from \$78,000.00, \$78,000.00 and \$81,900.00, respectively to an
assessment value of \$46,458.00, \$50,219.00 and \$50,219.00, respectively, prior to the application
of any real property tax exemptions, if any; and it is further,

ORDERED, that the real property of Petitioner described on the City of Newburgh tax
rolls for the tax year 2021-2022, as follows:

Tax Map No. 11-2-10

be reduced in assessment value from \$107,700.00 to an assessment value of \$91,300.00, prior to the application of any real property tax exemptions, if any; and it is further,

ORDERED, that the proceedings brought in connection with the real property described on the City of Newburgh tax rolls for the tax years 2019-2020 and 2020-2021 as tax map number 11-2-10 be discontinued with prejudice; and it is further,

ORDERED, that the real property of Petitioner described on the City of Newburgh tax rolls for the tax year 2021-2022, as follows:

Tax Map No. 18-3-22

be reduced in assessment value from \$89,600.00 to an assessment value of \$76,000.00, prior to the application of any real property tax exemptions, if any; and it is further,

ORDERED, that the proceedings brought in connection with the real property described on the City of Newburgh tax rolls for the tax years 2019-2020 and 2020-2021 as tax map number 18-3-22 be discontinued with prejudice; and it is further,

ORDERED, that the real property of Petitioner described on the City of Newburgh tax rolls for the tax year 2021-2022, as follows:

Tax Map No. 18-3-26

be reduced in assessment value from \$87,900.00 to an assessment value of \$74,500.00, prior to the application of any real property tax exemptions, if any; and it is further,

ORDERED, that the proceedings brought in connection with the real property described on the City of Newburgh tax rolls for the tax years 2019-2020 and 2020-2021 as tax map number 18-3-26 be discontinued with prejudice; and it is further,

ORDERED, that the real property of Petitioner described on the City of Newburgh tax rolls for the tax years 2019-2020, 2020-2021 and 2021-2022, as follows:

Tax Map No. 18-3-28

be reduced in assessment value from \$85,600.00, \$85,600.00 and \$89,900.00, respectively to an assessment value of \$46,458.00, \$50,219.00 and \$50,219.00, respectively, prior to the application of any real property tax exemptions, if any; and it is further,

ORDERED, that the real property of Petitioner described on the City of Newburgh tax rolls for the tax years 2019-2020, 2020-2021 and 2021-2022, as follows:

Tax Map No. 18-3-29

be reduced in assessment value from \$92,400.00, \$92,400.00 and \$97,000.00, respectively to an assessment value of \$46,458.00, \$50,219.00 and \$50,219.00, respectively, prior to the application of any real property tax exemptions, if any; and it is further,

ORDERED, that the real property of Petitioner described on the City of Newburgh tax rolls for the tax years 2019-2020 and 2021-2022, as follows:

Tax Map No. 18-3-30

be reduced in assessment value from \$94,100.00 and \$111,000.00, respectively to an assessment value of \$92,916.00 and \$94,100.00, respectively, prior to the application of any real property tax exemptions, if any; and it is further,

ORDERED, that the proceeding brought in connection with the real property described on the City of Newburgh tax rolls for the tax year 2020-2021 as tax map number 18-3-30 be discontinued with prejudice; and it is further,

ORDERED, that the real property of Petitioner described on the City of Newburgh tax rolls for the tax years 2019-2020, 2020-2021 and 2021-2022, as follows:

Tax Map No. 18-4-14

be reduced in assessment value from \$73,300.00, \$73,300.00 and \$77,000.00, respectively to an assessment value of \$46,458.00, \$50,219.00 and \$50,219.00, respectively, prior to the application of any real property tax exemptions, if any; and it is further,

ORDERED, that the real property of Petitioner described on the City of Newburgh tax rolls for the tax years 2019-2020, 2020-2021 and 2021-2022, as follows:

Tax Map No. 18-4-16

be reduced in assessment value from \$71,100.00, \$71,100.00 and \$74,700.00, respectively to an assessment value of \$46,458.00, \$50,219.00 and \$50,219.00, respectively, prior to the application of any real property tax exemptions, if any; and it is further,

ORDERED, that the real property of Petitioner described on the City of Newburgh tax rolls for the tax years 2019-2020, 2020-2021 and 2021-2022, as follows:

Tax Map No. 18-4-27

be reduced in assessment value from \$74,300.00, \$74,300.00 and \$78,000.00, respectively to an assessment value of \$46,458.00, \$50,219.00 and \$50,219.00, respectively, prior to the application of any real property tax exemptions, if any; and it is further,

ORDERED, that the real property of Petitioner described on the City of Newburgh tax rolls for the tax year 2021-2022, as follows:

Tax Map No. 18-4-6

be reduced in assessment value from \$88,900.00 to an assessment value of \$75,300.00, prior to the application of any real property tax exemptions, if any; and it is further,

ORDERED, that the proceedings brought in connection with the real property described on the City of Newburgh tax rolls for the tax years 2019-2020 and 2020-2021 as tax map number 18-4-6 be discontinued with prejudice; and it is further,

ORDERED, that the real property of Petitioner described on the City of Newburgh tax rolls for the tax year 2021-2022, as follows:

Tax Map No. 18-4-8

be reduced in assessment value from \$100,400.00 to an assessment value of \$85,100.00, prior to the application of any real property tax exemptions, if any; and it is further,

ORDERED, that the proceedings brought in connection with the real property described on the City of Newburgh tax rolls for the tax years 2019-2020 and 2020-2021 as tax map number 18-4-8 be discontinued with prejudice; and it is further,

ORDERED, that the real property of Petitioner described on the City of Newburgh tax rolls for the tax year 2021-2022, as follows:

Tax Map No. 18-4-9

be reduced in assessment value from \$100,400.00 to an assessment value of \$85,100.00, prior to the application of any real property tax exemptions, if any; and it is further,

ORDERED, that the proceedings brought in connection with the real property described on the City of Newburgh tax rolls for the tax years 2019-2020 and 2020-2021 as tax map number 18-4-9 be discontinued with prejudice; and it is further,

ORDERED, that the Petitioner's real property taxes on said parcels above described for the 2019-2020, 2020-2021 and 2021-2022 School, County and City taxes be adjusted accordingly and that any overpayment by Petitioner for the 2019-2020, 2020-2021 and 2021-2022 tax years be

refunded upon the entering of this Consent Judgment with the Orange County Clerk's Office; and it is further,

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

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

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

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

ORDERED, that all tax refunds hereinabove directed to be made by Respondents and/or any of the various taxing authorities be made by check or draft payable to the order of RAMETTA & RAMETTA, LLC, as attorneys for the Petitioner, who are to hold the proceeds as trust funds

for appropriate distribution, and who are to remain subject to the further jurisdiction of this Court in regard to their attorney's lien, pursuant to Judiciary Law § 475; and it is further,

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

ORDERED, that the provisions of Real Property Tax Law § 581-a concerning reporting annual income to the City shall remain applicable in the 2022, 2023 and 2024 assessment years and shall not be affected by the provisions of Real Property Tax Law § 727; and it is further,

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

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

Signed: December __, 2021
Goshen, New York

ENTER:

HON. CATHERINE M. BARTLETT
SUPREME COURT JUSTICE

ON CONSENT:

HON. TODD VENNING
City Manager
Dated: _____

ROBERT M. RAMETTA, ESQ.
RAMETTA & RAMETTA LLC
Attorneys for the Petitioner
Dated: _____

HON. JOANNE MAJEWSKI
Assessor
Dated: _____

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

MARC E. SHARFF, ESQ.
Shaw, Perelson, May & Lambert, LLP
Attorneys for Intervening School District
Dated: _____

RESOLUTION NO.: 282 - 2021

OF

NOVEMBER 22, 2021

**A RESOLUTION TO AUTHORIZE THE AWARD OF A BID AND THE EXECUTION
OF A CONTRACT FOR ELECTRIC SUPPLY TO THE CITY OF NEWBURGH FOR
A TWO (2) YEAR TERM TO THE LOWEST RESPONSIBLE BIDDER**

WHEREAS, on behalf of the City of Newburgh, M&R Energy Resources Corporation has duly advertised for bids for the electric supply services contract and for gas supply services contract in 2015, 2017, and 2019; and

WHEREAS, M&R Energy Resources Corporation has advised that there are several factors driving volatility in the New York electrical market, including, but not limited to, the closure of Indian Point, natural gas and fuel oil futures trading at historical highs, winter storage levels, and weather; and is in a

WHEREAS, M&R Energy Resources Corporation intends to extend the time to submit bids to lock in rates beginning January 1, 2021 in order to obtain the best possible renewal pricing and yield predictable electrical costs for the renewal period; and

WHEREAS, securing the lowest bid and locking in the greatest annual savings, the electric supply and gas supply services contracts will occur between City Council meetings; and

WHEREAS, the City Council finds that authorizing M&R Energy Resources Corporation to duly advertise for bids for the electric supply services contract and to open and return said bids before the next City Council meeting and authorizing the City Manager to execute contracts for the lowest prices to be in the best interest of the City of Newburgh;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the bid for the electric supply services contract be and hereby is awarded to the lowest responsible bidder, providing for a two (2) year term, and that the City Manager be and he is hereby authorized to execute a contract for the provision of electric services, with all such terms and conditions as may be required by the Corporation Counsel and subject to ratification of the final pricing by this Council.

RESOLUTION NO.: 283 - 2021

OF

NOVEMBER 22, 2021

**A RESOLUTION ADOPTING THE BUDGET
FOR THE FISCAL YEAR 2022**

WHEREAS, the City Manager, on October 12, 2021, submitted to the City Council of the City of Newburgh, New York, a detailed estimate, including the “Manager’s Proposed Fiscal Year 2022 Budget” and the “Manager’s Proposed Personnel Analysis Book” of same date, of revenues and expenditures necessary and proper for all municipal activities accounted for in the General, Water, Sewer, Sanitation and Self-Insurance Funds during the fiscal year of 2022; and

WHEREAS, such detailed estimates have been filed in the City Clerk’s Office as required by the Charter of the City of Newburgh so that said estimates may be inspected by anyone interested, and a public hearing was held on November 8, 2021 in reference to said estimates for any item thereof; and

WHEREAS, the Council has made such changes, alteration, corrections and amendments to the said budget as it appears to said Council to be proper, including incorporating such changes as deemed necessary in response to the New York State Office of the State Comptroller’s budget review report #B21-6-13 dated November 10, 2021; and

NOW, THEREFORE, BE IT RESOLVED, that the Council of the City of Newburgh, New York does hereby approve, determine and adopts the budget for the year 2022 as appears in the annexed “City Council Adopted Fiscal Year 2022 Budget” on November 22, 2021; and

BE IT FURTHER RESOLVED, that the sum of \$22,999,692 be levied and raised on account of City taxes for the year 2022 on all the taxable property in the City of Newburgh according to the valuation of the last assessment roll of said City for State, County and City purposes, being \$803,835,308 for Homestead Properties and \$494,237,451 for Non-Homestead Properties, including special franchise assessments, in accordance with the Real Property Tax Law of the State of New York; and

BE IT FURTHER RESOLVED, that the City Collector is authorized and directed to cause said amount of \$22,999,692 to be extended and apportioned and adjusted on said assessment roll at \$15.065673 for Homestead Properties and \$22.032673 for Non-Homestead Properties on every \$1,000 of taxable real property, including special franchise assessments; and

BE IT FURTHER RESOLVED, that the required sewer, water and sanitation fees for the taxable and non-taxable properties for the year 2021 is as set forth in Section 163-1 of the City Code of Ordinances; and

BE IT FURTHER RESOLVED, that the City Collector is authorized and directed to cause any and all amounts reported as omitted taxes to be levied against the real property subject to said omitted taxes and to cause the amounts reported by the City Collector as overdue and unpaid water rents, sewer rents and sanitation user fees, and unpaid charges of property abatement, with the interest and penalties thereon, to be added to the tax levied against the real property for which or in connection with which such water, sewer and sanitation was provided; and

BE IT FURTHER RESOLVED, that said City tax roll shall be delivered to the City Collector on the 3rd day of January 2022, signed by the City Manager and under the seal of the City, directing and commanding said City Collector to receive and collect in the manner provided by the law for the levying and collecting of County taxes by City Collectors, these several amounts in the roll specified as against the persons or property therein mentioned and described, and that said warrant shall direct the City Collector to collect said assessments in four equal installments as follows:

The first installment commencing on the 3rd day of January 2022, and collect up to and including the 4th day of February 2022, without fees, and to add 5% from the 5th day of February 2022, up to and including the 1st day of April 2022.

The second installment commencing on the 1st day of March 2022, and collect up to and including the 5th day of April 2022, without fees, and to add 5% from the 6th day of April 2022, up to and including the 30th day of May 2022.

The third installment commencing on the 1st day of May 2021, and collect up to and including the 6th day of June 2022, without fees, and to add 5% from the 7th day of June 2022, up to and including the 30th day of July, 2022.

The fourth installment commencing on the 1st day of July 2021, and collect up to and including the 5th day of August 2022, without fees, and to add 5% from the 6th day of August 2022, up to and including the 1st day of October, 2022.

In addition, thereto, for all late payments remaining unpaid for ninety (90) days after the first date designated for the collection of same, there shall be added an additional penalty in the amount of 10% per annum computed from said first date of collection; and

BE IT FURTHER RESOLVED, that the amounts, when collected, be deposited daily with the TD Bank, Key Bank of NY, NA, New York Cooperative Liquid Assets Securities System (NYCLASS) or in any of the said banks in compliance with the requirements set forth in the Newburgh Fiscal Recovery Act by said City Comptroller and credited and applied to the several respective funds and accounts as stated in the Adopted Budget for taxes now confirmed and approved by said City Council, including credit balances heretofore appropriated.