

A regular meeting of the City Council of the City of Newburgh was held on Monday, November 22, 2021 at 7:00 PM in the third floor Council Chambers at City Hall, 83 Broadway, Newburgh, NY.

Moment of Silence / Momento de Silencio

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

Pledge of Allegiance / Juramento a la Alianza

Roll Call / Lista de Asistencia

Present: Mayor Harvey, presiding; Councilman Grice, Councilwoman Mejia, Councilwoman Monteverde, Councilman Shakur, Councilman Sklarz, Councilwoman Sofokles - 7

COMMUNICATIONS

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

Councilman Grice moved and Councilwoman Monteverde seconded.

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

Nays: Shakur-1

Carried

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



City Manager's Update

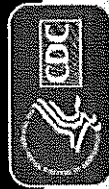
Newburgh City Council Meeting

Monday, November 22, 2021

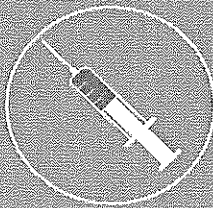


Everyone ages 5 and up is now eligible for a free COVID-19 vaccine!

CDC recommends that children ages
5-11 receive a COVID-19 vaccine.



FIND A VACCINE TODAY AT [VACCINES.GOV](https://www.vaccines.gov)



COMPLIMENTARY RIDES
TO VACCINE SITES

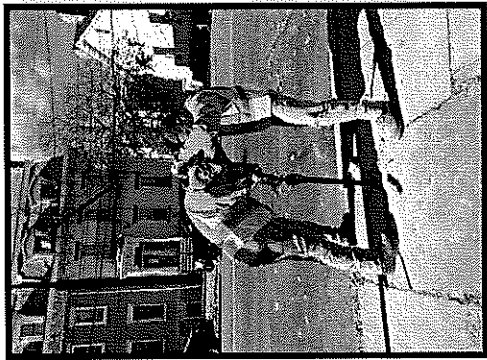
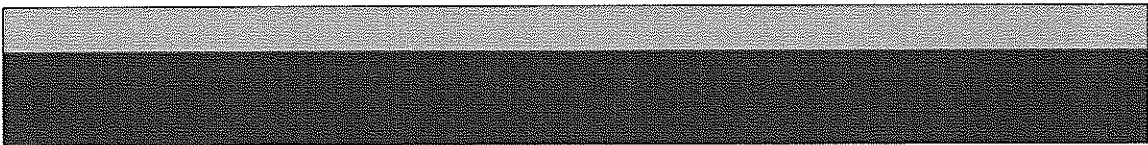
City of Newburgh Residents
get **FREE RIDES** to your
COVID-19 Vaccination
Appointment

CALL: 845-569-7420

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

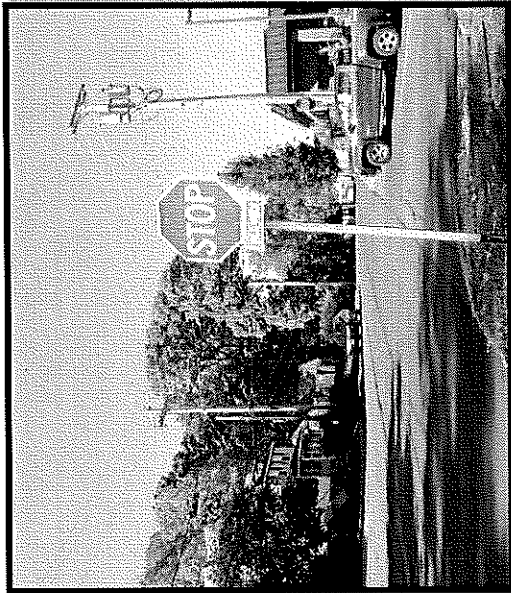
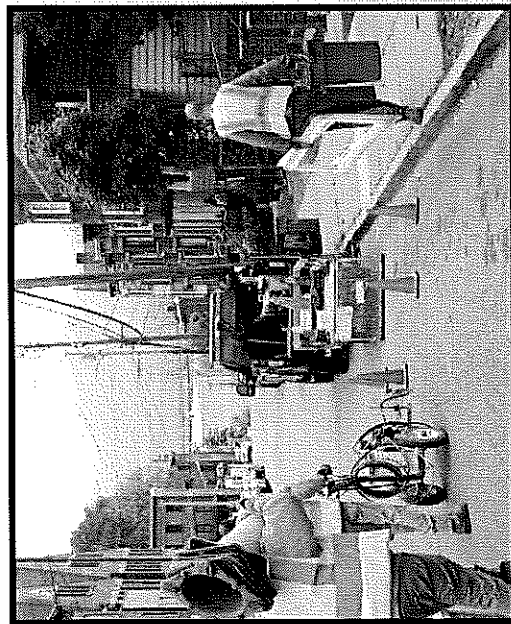


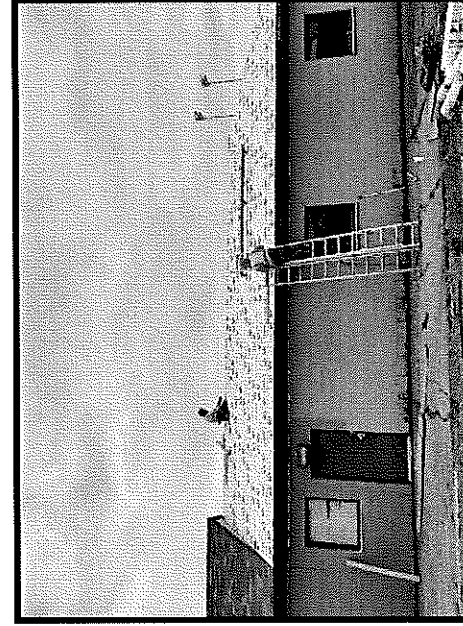
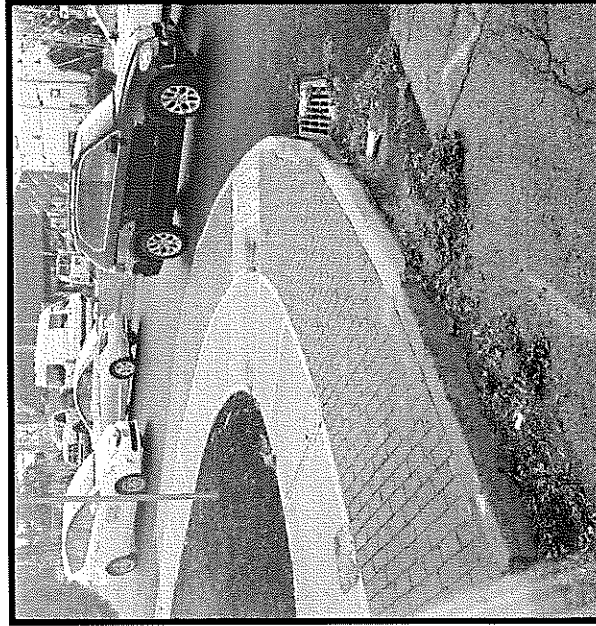
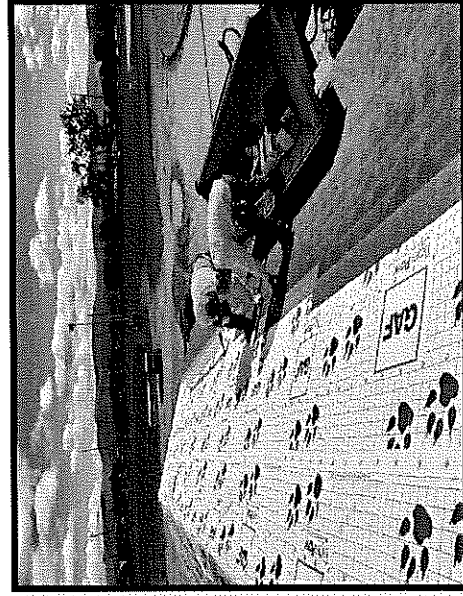
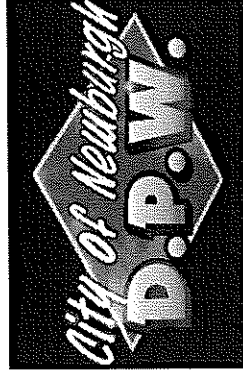
Funded by CAC & Newburgh Community Development Block Grant, Cares-19 Funding



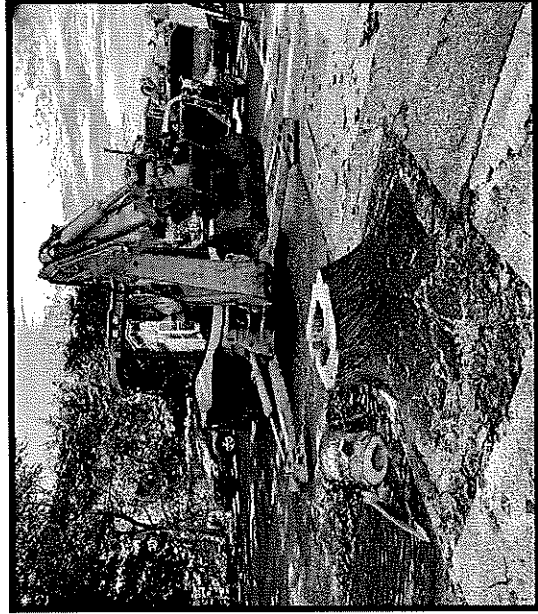
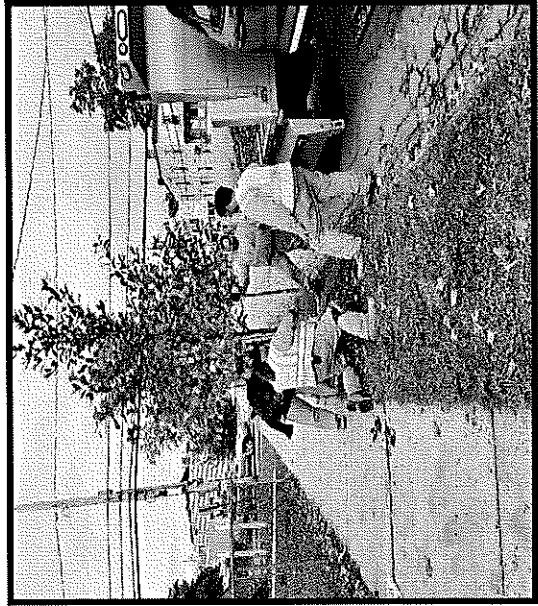
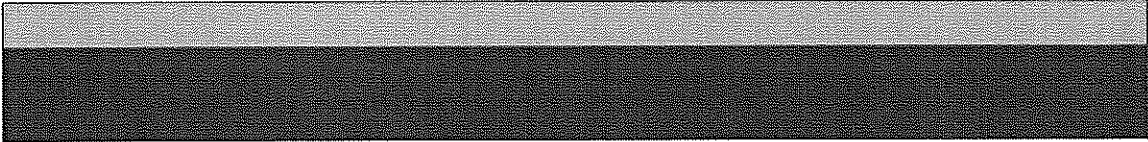
4-Way Stops

- Dupont Ave. & Thompson St.
- Liberty & First St.
- Renwick & South Lander St.





- ADA Sidewalk Finished
- Removed Docks
- New Roof Installed



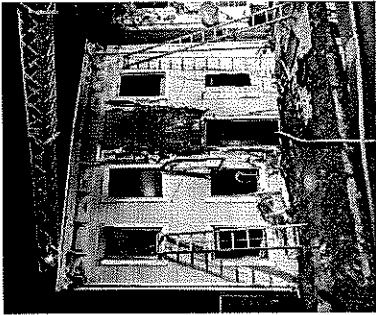
- Removed Hazardous Trees
- Planted New Trees



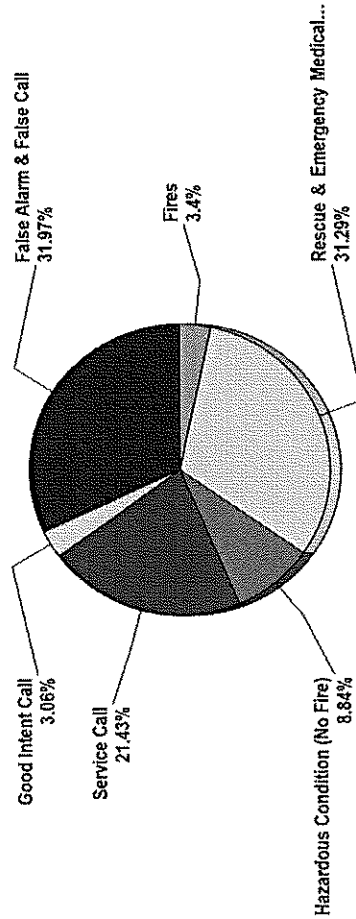
Promotions

- Angelo Yonnone promoted to rank of Police Sergeant
- Jessica Brooks promoted to rank of Police Sergeant
- Daniel D'Elcio promoted to rank of Police Sergeant
- Joseph Rutigliano promoted to rank of Police Lieutenant





Major Incident Types



MAJOR INCIDENT TYPE	# INCIDENTS	% of TOTAL
Fires	10	3.4%
Rescue & Emergency Medical Service	92	31.29%
Hazardous Condition (No Fire)	26	8.84%
Service Call	63	21.43%
Good Intent Call	9	3.06%
False Alarm & False Call	94	31.97%
TOTAL	294	100%



CITY OF NEWBURGH

WINTER SOCCER CLINIC

OPEN REGISTRATION

Ages 3-7

**CLINIC STARTS
NOVEMBER 29**

Join Us!

Register your child to learn the
fundamentals of Soccer!

Location: Heritage Middle School

Days: Monday | Wednesday

Time: 6PM - 8PM | 6PM - 8PM

\$20 REGISTRATION FEE

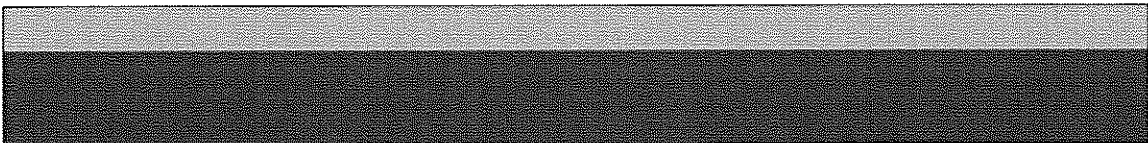
REGISTER AT THE ACTIVITY CENTER
OR ONLINE AT CITYOFNEWBURGH.RECDESK.COM

CITY OF
NEWBURGH



RECREATION

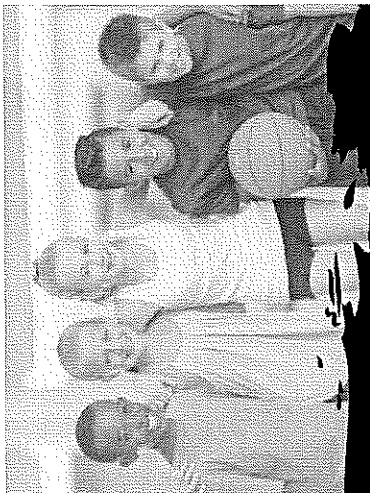




Join S

Register your child to learn the fundamentals of Basketball.

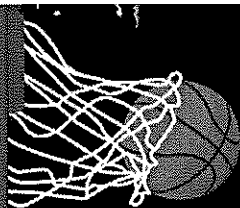
REGISTER AT THE ACTIVITY CENTER - 401 WASHINGTON ST.
OR ONLINE AT CITYOFNEWBURGH.RECDESK.COM



2021 WINTER BASKETBALL CLINIC



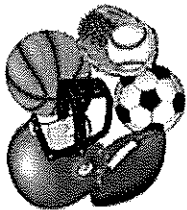
Ages: 5-8 yrs
Duration: 4 weeks
Location: 290 North Street
Days: Sundays | Tuesdays
Time: 1PM - 3PM | 6PM - 8PM



\$20 REGISTRATION FEE!

**CLINIC STARTS NOVEMBER 30
LIMITED SPACES AVAILABLE!!**

CITY OF
NEWBURGH



RECREATION





Save the Date

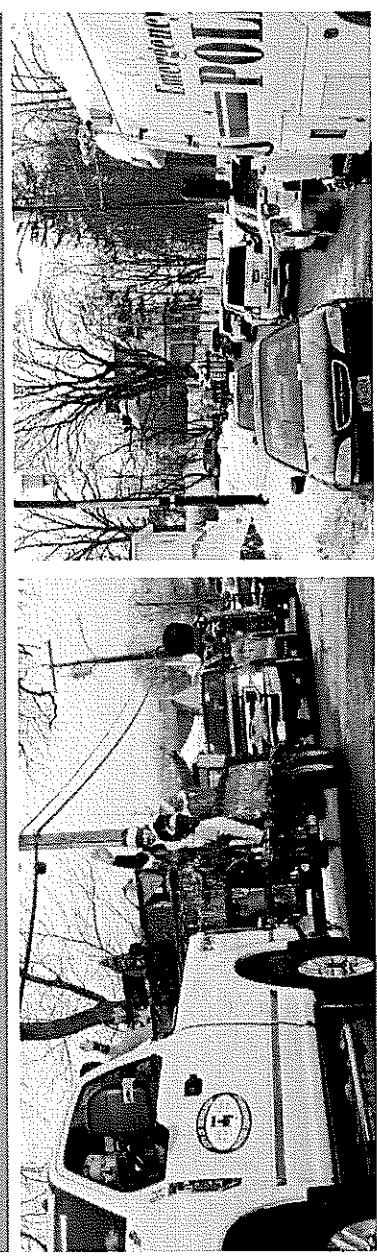
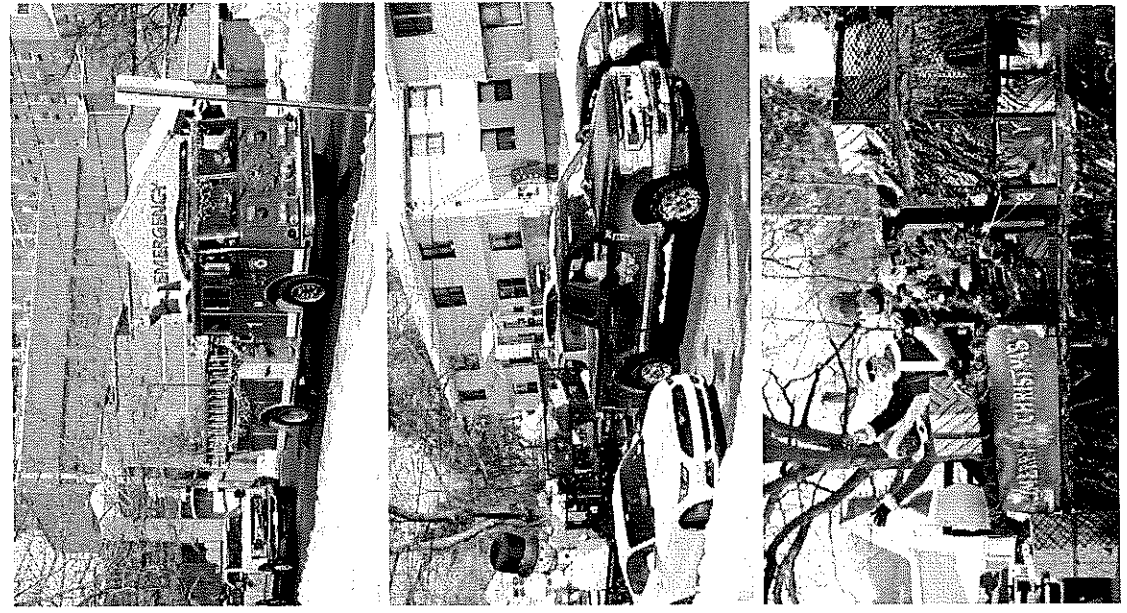
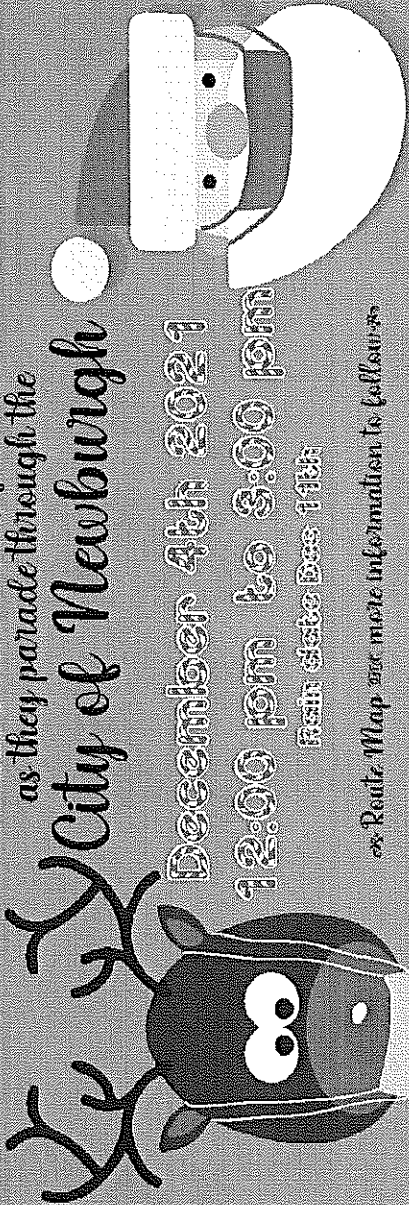
Annual Holiday Parade

Join Santa and his friends
as they parade through the

City of Newburgh

December 4th 2021
12:00 pm to 3:00 pm
Rain date Dec 11th

Route Map and more information to follow



Community Updates

Apply to
Serve on the

**CITIZENS
ADVISORY
COMMITTEE**

SEVEN MEMBERS
- 1 from each Ward
- 3 residents At-Large

SEND YOUR LETTER OF INTEREST TO:
cspaino@cityofnewburgh-ny.gov



The PCRRB
has
Open Vacancies



**Sanitation
Collection
Changes**

Calling All City of Newburgh Residents Ages 11 - 30!

**BELOW THE LINE BOOTCAMP
DECEMBER 5 & 6**




SENIOR CENTER OF EASTERN ORANGE COUNTY PRESENTS OUR ANNUAL

CHANUKAH

COMMUNITY MEMORIAL LIGHTINGS

NEW WINDSOR
TOWNS HALL
8:00 PM - 10:00 PM
CELEBRATION TO PREPARE
IN COMMUNITY CENTER

NEWBURGH
8:00 PM - 10:00 PM
801 N. STATE ST.

CHRYSTLER
8:00 PM - 10:00 PM
100 N. STATE ST.

FREE
JUGGLING
SHOW
GRAND
FELT DROP

CREATE - MUSIC
DANCE
MUSIC - HOT DRINKS

FREE ADMISSION



CITY OF NEWBURGH

**ANNUAL SEARCH FOR
A CHRISTMAS TREE**

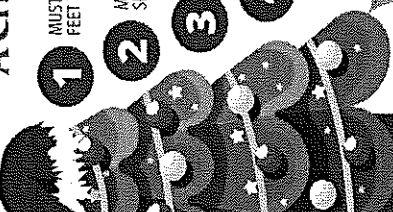
1 MUST BE AT LEAST 35 FEET HIGH

2 MUST BE A BLUE SPRUCE

3 MUST BE IN GOOD HEALTH

4 SUBMIT YOUR TREE TO THE EXECUTIVE ASSISTANT VIA E-MAIL AT: EDIAZ@CITYOFNEWBURGH-NY.GOV

5 OR CALL 845-569-7301




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

Judy Thomas 32 Benkard Ave. said that her apartment was shot at this afternoon and she was standing in the window a few minutes before it happened so she is a little shook up. When she moved to that building people told her to put up a fence and cameras but she planted flowers instead and took care of the cats so everyone could enjoy a better quality of life. She stood with the citizens last week on William Street to talk about the gun violence and to support them. Gun violence is rapidly increasing in Newburgh and around the Country but she doesn't know who is putting the guns in the hands of these kids. It's a community issue that we need to address so do we talk to the parent, the schools or the kids? What is going on? She is very concerned and she supports the Police as the Officers who responded today were very helpful, polite and respectful. She hopes the community comes together to talk about this issue.

Mayor Harvey said that because of the severity of what she just shared he is sorry to hear that happened. There are some very aggressive things happening as we speak behind the scenes that he can't articulate to the public but noted that public safety is always number one for all of them.

Kippy Boyle, 400 Grand Street said she is glad to see a gun buy back resolution on the agenda for tonight and hopes they do it as soon as possible. She attended the Work Session and there was a very interesting presentation that the public doesn't get to hear. It was a forensic audit on overtime for the Police and Fire Departments and it was an excellent presentation with recommendations. A lot of the public doesn't go to the Work Session and she feels that was valuable information so she thinks it should be given again. She thinks there was some misinformation in the presentation by M & R Energy Resources regarding the effect of the closing of Danskammer on prices locally. This company is an ESCO which many people are using for their utilities now but with the Community Aggregation Program that this City voted on an Administrator will determine who the ESCO is going to be if we are going to use one. She hopes they don't choose from this RFP without further discussions.

Thomas Dodd, 250 Grand Street said he is here to speak on behalf of the Newburgh Preservation Association. The Council has an extension of their License Agreement before them tonight for work at the Old Town Cemetery. They look forward to the Council's support so they can continue their work and just had the reinternment for the Robinson family which the Mayor and Council attended. They would like to ride this wave of enthusiasm and forward motion and pull up their sleeves to do what they can at the Old Town Cemetery.

Carla Johnson, 52 S. Miller Street said with all that has been going on this week why wasn't this meeting held at the Activity Center? There are people downstairs that the Chief is not letting in because there is not enough space. She added that we have nothing here for our kids. We have the Activity Center and the Armory but there is no transportation or things for the kids to do. We need programs on both sides of Broadway and we should partner with other municipalities. There is also no job training here so to

get a free CDL training class she had to go to Walden because everything is located outside of Newburgh and there is no transportation. The Armory is a great program but we need more transportation. The Boys and Girls club denied her daughter for a reading program because they said there was no space so if there is no space for a six year old then there is no space for a seventeen year old and what do they do? They stand around outside and then things happen so we need to come together to figure out what we can do for our kids to keep them off the streets with programs within our City and not at the Armory because they can't get there.

Mayor Harvey said that the Armory is in our City and the Newburgh Performing Arts Academy is right down the road. We have South High, NFA Main and NFA North that run programs with athletic teams so there is a lot to do for our youth.

Ms. Johnson said we don't have a drop in center for people right here on Broadway where you can roll out your bed and get help.

Mayor Harvey said we have 280 Broadway.

Ms. Johnson said that at 280 Broadway Mr. Green denies everyone that comes to this City. The people who live there are from Middletown, Port Jervis, Walden and the surrounding areas so there is nothing for our people here.

Michael Manion, 111 Broadway said it's good that we are doing something for the children who are the ages of the shooters but he feels we need to get to the children before they get to that age. When children in Kindergarten are being suspended and put in detention they are not learning and why they are acting out is not being addressed. They are just being pushed aside and start to develop negative self-images of themselves. There are Programs where if they act out in class they are removed and put in detention where they are taught meditation and have group therapy with other children. They also do Yoga and have art therapy which are constructive things. They also teach them life skills, how to respect each other and talk to each other and it works because then they are able to learn. The Program is called DAFT which is for Dandelions Are Flowers Too because rejected children are like the dandelions people cut out of their lawns.

Maria Ramirez, City of Newburgh agrees with what Michael just said and in light of the report that was presented from the Audit last Thursday she thinks it merits a pause on approving the Budget until we can explore a revised proposal from the Police taking into account the recommendations given. She doesn't know if that's possible or if it's too late but we need to start getting at the source of these issues. These kids don't have resources and if the resources are there we need to expand them because they are at capacity. There is also no transportation to jobs and things to occupy their time so they can build up those resources to take into their lives later on. We need to invest in our community and our youth because if we get at the source of these issues we will eventually see that trickle into lower violence, gun violence and domestic violence. We need to give these kids something different because we can't keep expecting them to get it in their households when their parents didn't have it or don't have the tools to teach. We need to fund the schools and teachers who are underpaid, overworked, tired and burnt out. Community safety will come if we get at the source of a lot of these issues and if you want to be fiscally responsibly then we start with the basics.

A City of Newburgh resident asked if it is possible to put a hold on the Budget that is about

to be passed. Last week the report came out so she wonders if those recommendations can be applied to the amount of money set for the Police. Following the unfortunate events that have happened in the past few days she feels it is obvious that more money is needed for programs and community centers for kids to have something to do and learn what they are not learning at home for different reasons. We know this is happening across the Country but we can be the leader here and make an effort to put more money with community programs. She is asking if it is possible for the vote on the Budget to be held and revisited.

Ms. Boyd, City of Newburgh thanked Councilman Shakur and Carla from PCRRB for helping her feed twenty-eight families in the City of Newburgh on Saturday. She also thanked DPW for putting up the signs and Ms. Church for following up with her regarding her concerns on the lighting situation on Prospect and South. She spoke with the City Manager regarding the ARC Board and he is going to get back to her on that. There is a program called Yogi Bear that she feels would be a no brainer. It's a program for different age groups where they pick kids up on a school bus every weekend to take them to programs and this would help kids get into some sort of activities and keep them off the streets. We should also have speaker days at the high schools with prominent speakers to do some Q and A with the students to find out what there issues are and what they want and need.

Everyone is saying what we should do but it should be what we need to do and what they want to do. These issues are happening all over so maybe we need to go into the schools and start speaking to the kids.

Schnekwa McNeil, City of Newburgh said it's all about resources and getting the information out there. This is not just a Newburgh problem because this is happening all over the Country but it's something we all have to resolve. When she was growing up they did assemblies in school which was a way to get information out to the children and she learned a lot from them. We have our SNUG Program and it would be great if they could do three assemblies a week because we have a lot of people in this community who are ready and willing to help. Many people don't come to meetings and they don't get the information so you have to go to them. She suggested getting together with the School Board to have a serious talk because we have to act. She doesn't expect the City to raise her kids. She raised her kids by herself so she doesn't expect the City to get her kids to programs. We do have transportation issues here but there are other programs available so we need to use the school system to get this information to the parents. Safety is important. She has lived in this City for over fifty years and she loves it. She prays for the City Council for having to make these decisions because people want them to do everything for them. They want you to create it, invent it, take them to it, give it to them and feed it to them but you can't do all of that. People have to put the work in themselves. She is also praying for our Police Department that is out there trying to keep our City safe. She suggested that they get more money because they are making less than other jurisdictions which is not fair. One day at a time we will be alright.

Tom Roberts, City of Newburgh said that residents have a three minute window to voice their concerns and then when everyone is done the Council gives their thoughts and replies but he would like to know why residents don't have another minute for a rebuttal. They basically just have to sit there and can't defend themselves so there needs to be mutual respect. He wants this to be a City that we can all be proud of so we need to work together. He said that he supports the Council, Police Department and Fire Department but this violence is insane so he hopes they have a plan. We need to find some kind of

answer to help the kids in our City.

Gilbert Sharp, Cerone Place said he recently spoke with the Mayor about a problem at Quassaick Lake. He has pictures on his phone of dumping that has occurred there but he doesn't know how to send them so he hopes to get them to the right person. Someone is dumping what looks like cooking grease into the water and you can see where it piles up. He called the New York State DEP several times but they have done nothing about it.

David Cordero, S. Miller Street said it upsets him to see what is happening in his City so he asked if the vote on the Budget could be put on hold. He feels more money has to be invested in the community and they need to take action. Please put a hold on the vote and see what the results will be.

Mayor Harvey asked, *"Hold on the vote until when? Be specific with your request?"*

Mr. Cordero said that would have to be discussed with the community members.

Mayor Harvey said we have had several requests on this so he asked Corporation Counsel to explain what the legal repercussions are if we don't pass this Budget tonight.

Corporation Counsel, Michelle Kelson explained that the Charter for the City of Newburgh requires that the Manger propose a Budget at the first Council meeting in October. The Council, thereafter, can make changes, additions and modifications but if the Council does not adopt the modified Budget on or before the fourth Monday in November then the City Manager's Proposed Budget becomes the Budget by default.

Mr. Cordero asked when the Budget was made public.

Ms. Kelson said the Budget was made public on October 12, 2021. It was presented at a Council meeting and copies of the Budget have been available in the Clerk's Office, at the Library and in City Hall since October 12, 2021.

Mr. Cordero asked if the Council has come up with any ideas on how the money can be used in the City.

Mayor Harvey said that he asked Ms. Kelson to explain the legal ramification and consequence if we take a pause. He respects everyone's position on this but those recommendations on taking a pause to voting on the Budget is because the people making those recommendations don't know our City Charter. She just read from the City Charter that if we don't vote on that Budget tonight, his proposed Budget by default automatically becomes the Budget. It's evident that the people asking us to take a pause didn't know the City Charter before making that very significant request.

Corey Allen, City of Newburgh wanted to share some of his thoughts about the Press Conference. He kept hearing that we can't police our way out of the situation, however, the Task Force exists which is policing our way out of the situation. He heard the people in law enforcement saying that it's the community's responsibility to do something. It was a Press Conference so nobody from the community was there to give community input so he suggested that the next time they do that it needs to be done in an open forum with the

community. In Antebellum, New York City before the Civil War there were gangs fighting and thousands of people died. It went on for two weeks and it was crazy but what made them stop was that New York City invested in them by making them public servants. They got them off the street and put them to work. They didn't put together a Task Force. He is going to present a proposal next month because they asked for an alternative and we have to do something different. A Task Force is not the way to go. We need a new way because the old way isn't working.

Tammie Hollins, City of Newburgh said she was at the Work Session Thursday and asked how the process of restrictive covenants works. Who makes the decision to give an owner back their property? Who do they talk to? Do you do your own research or is the information given to the Council members? She is asking because we have owners here in the City of Newburgh and when you put that restrictive covenant on that property it's for a reason. What is the reason you take it off to give it back to them?

Mayor Harvey asked, *"To give what back?"*

Ms. Hollins said, *"The property"*.

Mayor Harvey said the property is already theirs even if it has a restrictive covenants on it. It just means that there are terms and conditions for them to fulfill in a certain period of time.

Ms. Hollins said if they don't fulfill that in that amount of time what happens?

Mayor Harvey said then we take the property.

Ms. Hollins said that if they are within in that amount of time then you just continue to do a restrictive covenant with them?

Mayor Harvey said yes.

Ms. Hollins said if that's the case then something needs to change.

Sheila Murphy said we have enough programs here in the City of Newburgh and we need to come up with a plan to hold the parents accountable for their kids. We are talking about kids between fourteen and seventeen years old carrying guns and the parents don't know what their kids are doing? Discipline starts at home so she thinks we should come up with something to work with the parents. She asked how they put a seven year term on the Zoning Board members. The Zoning Board comes in with the development and there is someone who works at Habitat on that Board so is that a conflict of interest? She has been trying to get on the Zoning Board for years so she knows they pick and choose who they want to be on it. She would also like to know for how many years the people on the Zoning Board have been there.

Ray Harvey, Carpenter Avenue said we are here every month jumping on the City Council but we have to look at the School Board Budget. If the school is open until 10:00 p.m. then why not have programs there where they already have transportation. Just like the taxpayers come here you have to go to the School Board meetings with your demands. The

City's Budget compared to the School Board's Budget is nothing. We need to start holding people accountable and get the parents and the community involved. We are not going to police our way out of this because we already tried that so let's try something different. We have to start looking at the School Board and holding them accountable. They are there to teach and if they aren't teaching the kids then we have to hold them accountable.

Robert McLymore said they had a successful event and fed over one hundred people. They partnered with Senator Skoufis, Assemblyman Jacobson, his PBA and the Middletown Cigar Lounge and distributed turkeys to the school district as well as people in the community. They have been walking around because of recent events trying to be a presence because we are all concerned. This is all of our children and it takes a village so we all need to come together. It's not all in the hands of the politicians, Rabbis or Priests because it's all of us. We all have to protect and support our children. We have to come together and come up with some solution because he doesn't know what the answer is. Let's not bicker amongst each other and let's try to find a resolution because these are our children and we don't want to lose another child.

Ann Sullivan, Ellenville wants to record her great dismay and disappointment that the answer to what is going on is to bring in a really racist Orange County Sheriff's Department Task Force and set of State Police Officers. She has witnessed their racism and has seen them target people to stop and frisk. Every single time a City Police Officer, a State Police Officer or a Sheriff's Department Officer does that to someone whether they are White, Latino or African American that Officer is making an enemy of the community. When you bring in a Task Force to do stop and frisk throughout the City of Newburgh you are making huge enemies and exacerbating a problem without implementing the suggestions you have been hearing tonight. There should be more activities for the kids and there should be massive programs the day after every shooting. But what happened? The schools closed letting the kids in the community out on their own. A Task Force to stop and frisk throughout the community is just dangerous.

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

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

Councilman Grice said that when people come to speak we are supposed to just listen to them and then we only get three minutes to respond to all of the questions. A back and forth can't happen in this setting because we would be here all night. He knows that transportation is an issue which is why he revitalized the Transportation Advisory Committee on Community Choice Aggregation and there is some movement on that. He wants to be cautious when talking about neighborhoods because he feels there is no such thing as a bad neighborhood. There are some neighborhoods that need physical infrastructure and there are some neighborhoods that need social infrastructure so let's be mindful of that. He said that he supports our Police Department and will be looking at that

Task Force very carefully to make sure they are targeting the few individuals who are causing this disruption. We had someone come here and inappropriately say that we need to hire more police and pay them more money but it was not that person's role to say that. We do, however, plan on making sure our staffing is at the right level and that they are paid the right amount. That person also mentioned that we have eighty percent of the population and fifty percent of the crime which is absolutely not true because this situation is happening in many other municipalities throughout Orange County. He added that the School Board, which are elected officials is also a tax collecting agency doing the best they can, however, he thinks they should have some meetings with us to look at this problem closer and do some better collaboration.

Councilwoman Mejia thanked everyone for being with us tonight. Three minutes doesn't seem like enough for what we have to cover these days but we make do with what we are given. On the Budget questions she reminded everyone that we have been dealing with the Budget since September with public hearings and meetings with Department Heads. While there is a push for a pause on the vote the Budget is a combination of input from both the elected body and the administration. She feels it is a Budget worth voting on tonight and she knows they will move forward on it because otherwise the Manager's Proposed Budget goes into effect. Just because we vote on a Budget tonight does not mean that changes cannot take place as that happens throughout the entire year. In terms of additional monies that are coming into the City of Newburgh we have had a lot of proposals around infrastructure projects that need to take place. She encouraged the community members to also look into that as part of those funds are allocated for social infrastructure projects. On the recent uptick in gun violence she thinks that both community members and elected officials are at a crossroads so she echoed the calls for joint collaboration with the school district and feels they need to participate more and to meet. The District touches more homes than the City of Newburgh does so we have an opportunity that she thinks we don't leverage enough. She was very disappointed that the school closed those two days right after the incidents we had so we cannot act like that in the future. We need to have collaboration, communication and a joint action.

Councilwoman Monteverde thanked the community for coming out and speaking up. This is a very difficult and challenging time that we are facing right now and just like other community members pointed out this is not just in the City of Newburgh it's all over the Country. We have to do something as a community to help our children and provide after school programs. Someone talked about transportation and every year we talk about this but who do we talk to and how do we make it happen? There is a serious issue with transportation and people getting to jobs or supermarkets so we have to do better with transportation in the City of Newburgh. How many years are we going to continue to talk about it? On the Budget, as Councilwoman Mejia mentioned we have been discussing it since September. We had Budget hearings in September with each department and a lot of work is involved but it is a tight Budget and with the forensic audit she believes we can pass this Budget tonight and implement the changes they are recommending for Police and Fire. She added that there is a lot of good programming going on. At the Rec Center we have the Soccer Clinic and winter programs going on but we need some afterschool programs and community centers where the kids can go after school. We have to come up with solutions and work with the School District. People have to go to the School Board meetings to also talk to them because we are paying fifty-five percent of those school taxes which is more than we are paying for City and County taxes.

Councilman Shakur said in regard to transportation that we have to hook up with our County representatives that were just elected to put this in place because there are jobs out there but we can't get to them. If you look at the track record of the racist redneck DA Hoover in Orange County, when it comes to White people he is very lenient but when he comes to Newburgh he is eager to arrest. Someone made a statement tonight about people wanting everything which sounded like slavery to him. This is not just what the City can do for our people but what can we do for our City. The walk Mr. McLymore spoke about included the head of the NAACP, Coach Burks, Corey Allen, Mr. McLymore and himself and they invited everyone in the community to come out. *"If these young men never see a man, how can they become a man and if these young women never see a woman, how can they become a woman?"* He asked the parents and the adults, what are we going to do? Where have we lost the communication with our kids? He invited all men and women to go through different parts of the community because this is a *"We"* problem. This is not a Police problem or a City Council problem this is our problem. Especially the parents because it's our children that are dying so let's get out there and let's get to work. What are we going to do?

Councilman Sklarz said that the shootings over the past several days have been distressing and disappointing. Our problems are not unique to Newburgh but these are our kids so we need to do better by providing more services for our youth and their families. Our schools need to do better by providing training to help young people resolve their conflicts without resorting to violence. Parents need to hug their kids and provide them with supervision and guidance during a time in their lives when they need it the most. Our youth need to understand that life is as precious as it is short. Each time our youth go out onto the streets he hopes they will consider the words from Barack Obama who said, *"We know we can't stop every act of violence, every act of evil in the World but maybe we can try to stop one act of evil, one act of violence"*.

Councilwoman Sofokles said she would like to become more involved in Dandelions Are Flowers Too because it makes sense and would help the youth. She agrees that there has to be a lot of parental responsibility and as Councilman Shakur noted we have to be out in the community to walk the streets and talk with people. We can talk to the kids and let them know what is going on. She remembers years ago we had parenting groups in the City of Newburgh because you have to be responsible for what your children do. It's a really scary time throughout the whole Country right now so if you think your child is involved in something then contact someone who can help you. We have a great Police Department and she agrees it has to be strengthened and that they should make equivalent money so they won't transfer to other police departments to support their families. That's something we have to work on.

Mayor Harvey said he feels its offensive to the organizations out there when someone says there is not enough here for the youth. We have the Armory Unity Center and literacy programs. There is a collaboration with Mount St. Mary College and a coding program at the Armory where they also have aviation technology with a simulator where you can learn how to fly a plane. There are Karate classes, soccer, math classes, Chess and flying drones. The Center for Hope has a lot of programs and we have YAP and the Boys and Girls Club. We have Hook Elite Boxing, Zion Lions basketball, Newburgh Panthers AAU, Dandelion Are Flowers Too and Newburgh Athletics. Newburgh's football team just won the semi-finals and there are a lot of athletic teams at N.F.A. There is football,

basketball, soccer, crew and a golf team. They have the Arts Academy that does musicals and we have We Are Newburgh so there are a lot of activities for kids to do but the question is are the parents going to take their kids? When you say there is nothing here for the youth it's very offensive to the organizations that work hard to provide activities for our youth. He had his first Dads in Unity meeting on November 6th to organize fathers in this community to go into the schools to do some mentoring because we need dads to get involved.

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

CITY MANAGER'S REPORT

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

Councilman Shakur moved and Councilman Grice seconded.

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

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

Councilman Shakur moved and Councilman Grice seconded.

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

Resolution No. 271 - 2021 - SeeClickFix

Councilman Shakur moved and Councilman Grice seconded.

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

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

Councilman Grice moved and Councilman Shakur seconded.

Ayes: Grice, Mejia, Shakur, Sklarz, Sofokles, Harvey - 6
Nays: Monteverde-1
Adopted

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

Councilman Grice moved and Councilman Shakur seconded.

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

Resolution No. 274 - 2021 - License Agreement with the Newburgh Preservation Association - Old Town Cemetery

Councilman Grice moved and Councilman Shakur seconded.

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

Adopted

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

Councilman Grice moved and Councilman Sklarz seconded.

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

Adopted

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

Councilwoman Monteverde moved and Councilman Shakur seconded.

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

Adopted

Resolution No. 277 - 2021 - Gun buy back grant

Councilman Grice wanted to mention that we do not have a gun shop here in the City of Newburgh. He is not opposed to anyone legally carrying a gun but these illegal guns are getting into our community. This program is just one tool to get some of these guns off the street and he supports it. If fifty percent of the crime is here, *which it isn't*, then please help us stop these guns from getting into our neighborhoods in the first place.

Councilman Shakur said that a lot of these guns are coming from different police departments who have kids on drugs and they are coming here to sell them. That's how a lot of these guns are getting here. We also have people in our community selling them to the kids and an informant told him that the FBI has been giving them guns as long as they tell them who they sell them to. There are a lot of ways that these guns are getting into our community and we have to get them out.

Councilman Shakur moved and Councilwoman Mejia seconded.

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

Adopted

Resolution No. 278 - 2021 - Pandemic Operations Plan

Councilman Grice moved and Councilman Shakur seconded.

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

Adopted

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

Councilwoman Monteverde moved and Councilwoman Sofokles seconded.

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

Adopted

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

Councilwoman Monteverde moved and Councilman Grice seconded.

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

Adopted

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

Councilwoman Monteverde moved and Councilman Grice seconded.
Ayes: Grice, Mejia, Monteverde, Shakur, Sklarz, Sofokles, Harvey - 7
Adopted

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

Councilwoman Monteverde said that she knows we are voting on this tonight but Ms. Boyle brought up the Community Aggregation Program and she would like a quick update. They discussed it a few months ago and they voted for an administrator so she would like to know how long the process is.

Michelle Kelson, Corporation Counsel, said they voted to adopt a Local Law to enact a Community Choice Aggregation Program and we are still writing an RFP to solicit for someone to become the administrator. She hopes to get the RFP out before the end of the year.

Councilman Grice moved and Councilwoman Sofokles seconded.
Ayes: Grice, Mejia, Monteverde, Shakur, Sklarz, Sofokles, Harvey - 7
Adopted

Resolution No. 283 - 2021 - Adopting the FY2022 budget

Councilman Grice asked the City Manager what this does for the tax rate for our citizens.

City Manager, Todd Venning said that this year's Budget proposes a tax levy that's under the cap. This is the third year in a row that we are reducing the tax rate for the homestead properties and the second year in a row that we are reducing the tax rate for the non-homestead properties. In addition to furthering our commitment to the City's infrastructure demands and other projects that are needed, the Budget allocates resources to quality of life issues such as getting Broadway clean, keeping it clean, upgrading our Parking Enforcement and seeking additional revenues so there are no additional burdens on the taxpayers.

Mayor Harvey said he feels that the City Manager's Proposed Budget is good and thorough so he thanked the City Manager and everyone in the Comptroller's Office for all of their hard work. The decrease in the tax rate is very important to note because this is a really good Budget. Councilwoman Monteverde mentioned that there are opportunities for us to have the recommendations made by O'Connor Davies for the police and fire departments be considered and enacted as soon as possible. He is proud of this Budget and what we have in light of all that we have been through with COVID and the other challenges we have here because our fiscal house is in order. He asked the City Manager what our unrestricted fund balance is.

City Manager, Todd Venning said at the opening of this year the City had a unassigned fund balance of about nine million and a total fund balance of about twelve to fifteen million. We have one of the largest cash positions as a percentage of our expenditures in the entire Region which was vetted by the Office of the State Comptroller. Mayor Harvey said we have the largest cash reserve in our fiscal Budget for the entire

Region and we know specifically there are municipalities that are in the negative in their fund balances.

Councilman Shakur said he feels very comfortable with our City Manager being at the helm of this Budget but he wants to see more community involvement in CDBG. We need to get on top of that and tell people to look at it to see how they can fit in and help develop our community. Next year he would like to see people get in on that process very early.

Councilwoman Monteverde said we are heading in the right direction with our tax rate. It will continue to go down but when people come and say their taxes are going up she doesn't understand. It's confusing but the taxes are actually coming down because the tax rate has been lowered for homestead and non-homestead which is good news.

Mayor Harvey said, *"Men lie, women lie but the numbers don't lie"*. The numbers are made public as the Budget is open and made available to the general public.

Councilwoman Sofokles said she is very proud to pass this Budget. Four or five years ago she never thought she would see a tax rate lower in three years. She told the people who wanted to challenge the Budget on the last night to get involved next year in September. The Budget meetings are open to the public and it will help you to understand the process a bit more but this Budget is pristine so she thanked the City Manager and rest of the staff for all of their hard work.

Councilman Grice moved and Councilwoman Mejia seconded.

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

Adopted

NEW BUSINESS

There was no new business to discuss.

OLD BUSINESS

Councilman Grice said that this Council has passed more legislation than any other Council because Councilmember Mejia put together a list of our legislative priorities. He urged his colleagues as Councilmember Elect Martinez comes on board to look at that again to see what our legislative priorities are.

Councilwoman Monteverde told Councilmember Elect Martinez that she expects she will be taking over that spread sheet.

Councilman Shakur said due to what has been going on in the past week or so with the youth a lot of people have been asking him about the youth program and if we can get that up and going. How can we make it work to get ahead of this? We need to get preventive.

Mayor Harvey said that's an excellent idea and hopefully in 2022 we will be able to engage

some of the young people who may be interested because we want them to lead the charge with our guidance.

Councilman Shakur said there are things to do in Newburgh but the parents have to take the kids to them so the parents have to be involved too. With that youth program we can find out where we are disconnected and how to make it work. We need the youth here to tell us because it's a whole new World so maybe that's something Ms. Martinez can spearhead.

Mayor Harvey said that between now and the end of the year he will consult with Councilmember Elect Martinez and other young people to start organizing behind the scenes so in 2022 we can roll this out. Maybe we can get an update in January on that.

Mayor Harvey added that he would like to get the Comprehensive Video Surveillance Program on the Agenda for a brief update and where we are. We know there were some issues with some of the cameras.

City Manager, Todd Venning said we received that Grant and half is for camera repairs and the other half is for new cameras. Because of when the Grant was submitted we know exactly which cameras we are repairing and the new locations we will be installing cameras so that is not subject to change because it was as submitted the way the Grant was approved. As soon as we receive those funds in 2022, we will get started on replacing and repairing.

Mayor Harvey said that at one point Councilman Grice was discussing bikes and/or motor bikes so maybe that's something we can get an update on at the next meeting.

Michelle Kelson, Corporation Counsel said that she sent some material on E-Bikes and E-Scooters to the Transportation Advisory Committee in April and just got some of their comments back in October. She can't work on all of these things at the same time and there is still some more information she needs so this will most likely be an early 2022 item.

Mayor Harvey asked if Mr. Garrison could at some point give an update on the Street Sweeper Program with where we are and what the numbers look like. If the numbers aren't there and you are still taking applications for the PILOT Program, how can we be of assistance? We will be going into the winter months so where are we with the funding and if we are going to have people instead of street sweeping shoveling sidewalks.

City Manager, Todd Venning noted that per the terms of the agreement the last day will be December 31st so whether it's cold enough for them to be shoveling or street sweeping the last day of that PILOT Program will be the 31st. It might be better for Mr. Garrison to put together a summary in January to let us know how the program worked in general and then as we discussed that Program is not in the 2022 Budget because we have a different program that is going to address cleanliness.

Councilwoman Monteverde asked if we have two meetings in December.

Mayor Harvey said we typically don't do the second meeting.

Michelle Kelson, Corporation Counsel said she has entered into the December 9th Work Session Agenda a discussion item to determine whether or not you want to have a second Work Session and a second Council Meeting in December. We will talk about that and you will make that decision in three weeks.

Councilwoman Shakur asked what date the second meeting would be on if we did have it.

Ms. Kelson said the Work Session would be on December 23rd and the Regular Meeting would be on December 27th if that was something you wanted to do.

FURTHER COMMENTS FROM THE COUNCIL

Councilman Grice thanked everyone for sticking it out. Mayor Harvey mentioned the Street Sweeper Program and he realizes something new is coming next year so he looks forward to that. As Councilman Shakur said and as we look on Social Media, there seems to be a disconnect with our community and some misinformation too. The amount of legislation that we have passed is a verifiable fact. The State Comptroller looks at our Budget which is also a verifiable fact. Mayor Harvey mentioned some of our after school and community things that happen which are all verifiable facts. Sometimes he gets a little disappointed with our media coverage and thinks we need our own communication person to get the message out. He encouraged people when they are on Social Media to get the facts first because when you put those things out there it doesn't benefit any of us. He is very open to sharing facts and hopes not to offend anyone when he does. He is calling for peace in our streets and will do whatever he can to help with that situation. Mayor Harvey put out a call for action in a Press Conference but it will take all of us to solve these situations that we have.

Councilwoman Mejia said this is truly coming to an end. This has to be one of the proudest Budgets that she is happy to have been part of in terms of pulling together, giving input and having conversations about the fact that for the third straight year our tax rate will be decreased which is the right direction that we need to continue to move in. She appreciates the fiscal responsibility that has been undertaken to be able to balance and put in place some additional infrastructure support systems especially for some of our departments that so thoroughly need it. There is always more to do but at least for Corporation Counsel help is on the way so please get to hiring those additional slots that were open for that division so that again this body can continue to move with legislative priorities. You need to continue to have conversations about Community Choice Aggregation, e-bikes and inclusionary zoning because these are all fundamental infrastructure things that need to be in place to properly continue moving the City in the fiscal path that it is currently on. She added that the department overtime study is already available on the City's website under Comptroller studies and analysis. To those who wanted to have more conversations about the impact of this it is up so please look at it. On Saturday December, 4th the City of Newburgh will be hosting its Annual Holiday Parade which she is looking forward to. She congratulated Councilmember Elect Martinez and told her she is going to do amazing things with the individuals sitting across this table and

the City staff.

Councilwoman Monteverde thanked everyone who stuck it out tonight. We are finishing out this year which was tough but better than 2020 and hopefully it's going to get better. The Holidays are coming so be with your families and be safe. The numbers are starting to go up a little so we have to continue to wear masks and make sure we are vaccinated. With the violence that has been going on in the City it's going to take this entire community to come up with solutions on how to prevent this from happening and figure out how we got here. As a Council Member she knows that people look to them as City leaders to do the right thing and vote on the right legislation so she asked her Council colleagues to be kind, respectful and civil to each other. We are appointed to this position and there is no need to be disrespectful and use foul language towards each other when there is so much hate in this Country so let's leave it at the door.

Councilman Shakur said he had no comments and wished everyone a good night.

Councilman Sklarz said on Zoom he regrets that he can't see the Council Chamber that well and can't see the crowd at all but he thanked everyone who came out tonight. He thanked DPW again for installing the signs and painting the stop lines on the pavement at Thompson and DuPont. Motorists are getting used to the change and some have skidded to a stop but this has improved the safety at that intersection so thanks to everyone for their work. He always enjoys participating in Loaves and Fishes food distribution which they did last week and he is looking forward to the dinner at Lake Street tomorrow afternoon. He wished everyone a wonderful holiday with their families this Thanksgiving.

Councilwoman Sofokles wished everyone a happy Thanksgiving and she forgot to thank Assemblyman Jacobson earlier for getting the gun buy back money. The Holiday Parade looks good and departments have been working hard on floats so it's going to be a pretty exciting thing and we need some good things everywhere in this Country right now.

Mayor Harvey thanked everyone who came out tonight and for their patience, support and comments. We were notified earlier that the Foster Group is looking to build a Boutique, Hotel, Restaurant and Spa and they got half of what they requested from the State in Grants which he believes is 1.25 million dollars. There are some other notifications coming soon that will hopefully be favorable to the City of Newburgh in terms of some Grant funding. He had two successful meeting with Dads In Unity where he is trying to organize fathers in this City to join and help mentor some of these young teenage boys. The Newburgh Enlarged City School District is willing to partner with this organization as long as we get dads or people who want to mentor from the City of Newburgh, the Town of Newburgh and the Town of New Windsor. He got notification that there are some women in the community who want to put the mothers together so they can help too and he is willing to support that. Anytime you make the streets hot it makes it bad for everybody and its bad for safety. Lastly he told Councilwoman Mejia, *"Words cannot express and articulate how great I feel and have felt sitting side by side with you on this City Council. I've leaned on you from the day I started on the Council and thank you for all your hard work, your service and your intellect. You are one of the most intelligent persons I've ever met and I personally am going to miss you. Even when we have our disagreements that we see things differently I still think you are an amazing human being and your service, your work and your legacy will last forever because you are a special person. As the Mayor of the*

City of Newburgh I say thank you, thank you for your service on the City Council”.

ADJOURNMENT

There being no further business to come before the Council the meeting adjourned at 9:17 P.M.

**LORENE VITEK
CITY CLERK**

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.



Jason Morris, PE
City Engineer
City of Newburgh
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Newburgh, New York 12550

Arcadis of New York, Inc.
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Clifton Park
New York 12065
Phone: 518 250 7300
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www.arcadis.com

Date: October 11, 2021

Our Ref: 30092419

Subject: **Proposal for Engineering Service
Floatables Control and Disinfection Facility and
Water Pollution Control Plant Influent Sewer**

Dear Mr. Morris,

Arcadis of New York, Inc. is pleased to provide the City of Newburgh (City) with this letter proposal for engineering services to complete design and preparation of Bid Documents required to comply with the Order on Consent schedule for the Long Term Control Plan (LTCP). We appreciate the confidence the City has in our ability to deliver quality projects on time, under budget, and maximize grant opportunities for your critical wastewater infrastructure.

Project Understanding

To meet water quality standards, and the United States Environmental Protection Agency's (USEPA) Combined Sewage Overflow (CSO) Control Policy presumptive approach, the City is increasing wet weather conveyance capacity in its interceptors to maximize capture and treatment of combined sewage prior to discharge to the Hudson River, while replacing aging infrastructure. The Floatables Control and Disinfection Facility (Facility), which has been combined with strategic sewer separation and green infrastructure projects to reduce its size, is key to the success of the LTCP required by the Order on Consent. This Facility will be located adjacent to the Water Pollution Control Plant (WPCP) and will screen debris and solids greater than 4 mm, retaining them in the influent sewer, to be removed at the WPCP. Up to 40 million gallons per day (mgd) will be screened, disinfected to kill fecal coliform, held in a contact tank, and then be dechlorinated prior to discharge to the Hudson River during wet weather events. During a typical year, this Facility will treat 149 million gallons, for nearly 100 wet weather events that are currently discharged to the Hudson River as untreated combined sewage. Small wet weather events that do not exceed the capacity of the contact tank, will be pumped and treated at the WPCP. The project will improve the aesthetics and water quality of the Hudson River in the vicinity of the City's waterfront.

This project will also relocate the existing WPCP Influent Sewer off CSX property, which may reduce future payments to CSX for their flaggers during routine maintenance activities.

The Basis of Design Report for this project was completed by Arcadis in July 2021, and was submitted to the New York State Department of Environmental Conservation (NYS DEC) and the New York State Environmental Facilities Corporation (NYS EFC) for review. Bid Documents are required to be completed and submitted to NYS DEC and NYS EFC by October 4, 2022, less than a year away.

Mr. Jason Morris, PE
City of Newburgh
October 11, 2021

Arcadis submitted a grant application for the NYS DEC Water Quality Improvement Project (WQIP) and requested the maximum award of \$10M. We are working with the City for the submission of a Water Infrastructure Investment Act (WIIA) grant which will provide up to 25% of the project cost. We are also submitting an application for Clean Water State Revolving Fund (CW SRF) hardship loans (0% interest) and Principal Forgiveness up to 25% of the project costs. A major funding requirement to be eligible for WIIA grant funds, is to demonstrate project readiness. This includes meeting the requirements of the State Environmental Quality Review Act (SEQRA), State Environmental Review Process (SERP), State Historic Preservation Office (SHPO), passing a bonding resolution for the design of the improvements. SEQR and SERP documentation has been submitted to the City for review, and issuance of a negative declaration and the SHPO approval is underway. Please note that WIIA applications are due November 22, 2021.

To meet the Order on Consent Compliance Schedule and to better position the City for grant funding opportunities, Arcadis proposes the following scope of services:

Scope of Services

Task 9 – Prepare Bid Documents

Arcadis will prepare Bid Documents (inclusive of Drawings and a Project Manual) for regulatory approval and bidding purposes for the Project. The Bid Documents will be prepared as a multi-prime contract in accordance with Wick's Law. Funding agency language and requirements will be incorporated into the Bid Documents. The Project Manual will be developed utilizing Arcadis' standard documents, which are based on the Engineering Joint Construction Documents Committee (EJCDC) standards. The design drawings will be prepared using Autodesk Revit software for building information modeling (BIM) applications. This software utilizes three-dimensional (3D) design to reduce conflicts during construction and to create accurate renderings of the site and facilities.

Arcadis will provide the City with electronic submittals at 60% and 90% design development phases for review and comment. At the 60% design development phase, P&IDs, civil/site plans, and electrical one-line diagrams will be prepared and submitted for review in addition to reviewing the Revit model. For 90% design development phase a full set of design documents will be prepared and provided to the City for review. Arcadis will update the construction cost estimate at the 60% (AACE Class 4) and 90% (ACEE Class 3) submittals. The major elements of the project include the following:

- An aerial railroad crossing.
- Elevated sewer and supports for the WPCP Influent Sewer from the railroad crossing to the Facility and to the WPCP.
- Facility with CSO screens, WPCP flow control gate, chemical storage building, sodium hypochlorite and sodium bisulfite chemical unloading area, bulk storage tanks, day tanks, chemical feed pumps, chlorine contact time tank, automated washdown and flushing system, pump station, and odor control facilities.
- New outfall to the Hudson River.
 - Arcadis will subcontract with a M/WBE firm to conduct a bathymetric survey (approximately 50'x 30') for the new outfall to the Hudson River.
- New Energy Dissipation Structure (EDS) located on the WPCP Influent Sewer adjacent to the existing EDS.
- Site improvements, including site grading and stormwater management.
- A stormwater pollution prevention plan (SWPPP).
- Building systems will include Mechanical/HVAC, Electrical, Plumbing, and Fire Protection Systems
 - Security Systems including remote CCTV.

Mr. Jason Morris, PE
City of Newburgh
October 11, 2021

- o Power feed from the WPCP that will be included on the backup generator.

Arcadis will meet with City representatives at the 60%, 90%, and final Bid document submission to review the BIM model and design documents. Please note that meetings will either be conducted virtually or in person. Arcadis will prepare graphical renderings of the of the proposed improvements for the City's use at a City Council meeting or to be displayed to the public through online media. Arcadis will attend one meeting with the public, either virtually or in person.

Arcadis' WBE subcontractor has completed a concrete assessment of the existing EDS and is finalizing recommendations to replace the EDS structure. The influent sewer is approximately 10 feet higher in elevation than the influent channel to the Screenings and Grit Removal Building, and in order to lower the elevation of the influent sewer, the hydraulic and energy gradeline of the influent wastewater also needs to be reduced. The EDS acts as a protection to the WPCP by reducing the hydraulic and energy gradeline of the wastewater entering the WPCP. In order to minimize bypass pumping and maximize maintenance of plant operations, the EDS structure will be designed adjacent to the existing structure to allow for it to be constructed while the existing structure is still in use.

Throughout the course of design, Arcadis will evaluate construction sequencing to minimize shutdowns, bypass pumping and impacts to operations, in an effort to reduce risk and costs. During the 60% and 90% design review meetings, we will discuss maintenance of plant operations so that the City will have an opportunity to assess construction sequence and required shutdowns, bypasses, and impacts to operations.

Arcadis previously completed four soil borings at the site of the proposed Facility to establish a baseline characterization of subsurface conditions and prepare a preliminary Geotechnical Evaluation Report. The report recommended that additional soil borings be conducted to determine the elevation of refusal for the design of foundation piles for the Facility. Subsurface exploration consisting of the drilling, sampling, and logging of up to fourteen small diameter borings with a truck mounted or ATV mounted drill rig is included in this scope of services. Up to three borings will be completed in the CSX right-of-way and will be advanced a minimum of 20 feet, the actual depths will be determined in the field based on the conditions encountered. Up to four borings will be completed in the vicinity of the Facility, these borings will be advanced to 75-feet or refusal, whichever is shallower. The remainder of the borings will be completed along the WPCP Influent Sewer alignment and will be advanced to 40-feet or refusal whichever is shallower. The borings will be drilled to evaluate the subsurface conditions and laboratory testing will be completed on select soil samples. Laboratory testing will consist of gradation with sieve and hydrometer, Atterberg limits, organic content tests, unit weight, shear strength, unconfined compression, and moisture content. Actual laboratory tests performed will vary by boring location and will be determined in part by conditions observed in the field. Boring holes will be backfilled with onsite soils and pavement areas filled with slack slurry and cold patched.

Dig Safely, New York will be contacted to mark out the utility locations in the area. Prior to drilling, the MBE geotechnical subcontractor will explore the intended location of each boring with Ground Penetrating Radar (GPR) to search for potential interferences that could be damaged by or be damaging to the drilling equipment. The subsurface exploration and geotechnical investigation will be compiled into a Geotechnical Engineering Report. The report will include a site plan with boring locations, boring logs, laboratory test results, and it will present findings, conclusions, and geotechnical recommendations for the project including design of foundations, groundwater control measures, excavation support, and protection of adjacent structures and utilities. This report will supplement the Geotechnical Evaluation Report that was completed during the Basis of Design Phase of the project.

Mr. Jason Morris, PE
City of Newburgh
October 11, 2021

Task 10 – CSX Crossing Design and Approvals

The aerial railroad crossing will be accelerated ahead of the rest of the Facility design and will be designed in accordance with CSX Design and Construction Standard Specifications. Arcadis has already progressed the design of the CSX crossing to a preliminary level as part of the North Interceptor Design Project. As part of that design Arcadis has had preliminary discussions with CSX to get their approval of the proposed design prior to submitting an application for Occupancy and Utility Encroachment. An aerial crossing is typically not acceptable, but based on early conversations with CSX, it seems likely that an aerial crossing will be acceptable in this situation. Once the railroad crossing design has been developed to 90% completion, Arcadis will complete the application for Occupancy covering the installation of the WPCP Influent Sewer through the CSX railroad property and submit to CSX for review. Due to the complexity of this project, Arcadis has included up to \$15,000 for the CSX review fee.

As was mentioned in Task 9, Arcadis is including three borings located in the CSX right-of-way. This will require track protection and inspection services while the geotechnical borings are advanced. Arcadis has included up to \$15,000 for obtaining right of entry permits, CSX flagging and track protection, and inspection services as part of this proposal. Additional survey will also be required within the CSX limits and will be scheduled concurrently with the geotechnical investigation to minimize the need for additional flagging and track protection.

As part of the CSX crossing design, pipe supports and permanent shoring will be required to ensure that the lower main-line track is not fouled. The main-line track has over 40 trains per day traveling on it and is the main artery for CSX to the Northeast. CSX requires that this track stay in service and not become fouled during construction. Arcadis has included the design of a permanent shoring system or a retaining wall to protect the main-line track during construction.

Task 11 – Permitting and Regulatory Approvals

Arcadis will submit the 90% Bid Documents to NYS EFC, NYS DEC, United States Army Corps of Engineers (USACE) on behalf of the City. Upon receipt of comments from both the NYS EFC and NYS DEC, Arcadis will finalize the Bid Documents and prepare a comment response correspondence. Two comment response letters have been included as part of the scope. Arcadis anticipates that the following permits will be required:

- NYS DEC and USACE Joint Application for Stream Bank Disturbance
- State Pollutant Discharge Elimination System (SPDES) Permit for the Facility
- SPDES General Permit for Stormwater Discharge from Construction Activity
- NYS Office of General Services State-Owned Lands Under Water
- NYS Department of State Coastal Consistency Concurrence

Task 12 – Bidding Assistance

Arcadis will assist the City with bidding and awarding the project, and will perform the following services:

- Prepare electronic Bid Documents for City's use for electronic bidding.
- Prepare a bid advertisement for the City's approval and use.
- Preside at a pre-bid meeting with prospective bidders and perform a walk-through of the site and influent sewer alignment.
- Respond to prospective bidders' requests for clarifications and prepare addenda as required for the City's distribution. Arcadis has included preparing up to three addenda as part of our scope.
- Arcadis will attend the bid opening, tabulate bids, evaluate bids and make a recommendation of award for each prime contract.

Mr. Jason Morris, PE
City of Newburgh
October 11, 2021

- Prepare conformed contract documents in electronic (.pdf) format for use by the City and successful bidders.

Compensation

Arcadis will complete the scope of services presented herein for a total not to exceed fee of \$1,025,000 to be compensated based on a rates schedule (attached) for hours worked plus other direct costs markup of 10 percent.

Task	Compensation
Task 9 – Prepare Bid Documents	\$797,000
Task 10 – CSX Crossing Design and Approvals	\$165,000
Task 11 – Permitting and Regulatory Approval	\$48,000
Task 12 – Bidding Assistance	\$15,000
Total Not to Exceed Fee: \$1,025,000	

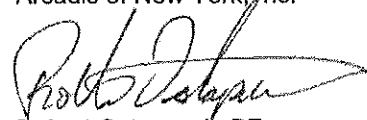
Arcadis is familiar with NYS EFC requirements to make good faith efforts to obtain the services of M/WBE subcontractors, and to that end we are proposing to use four different M/WBE subcontractors to achieve a goal of 20% utilization. It is estimated for the scope of services described herein, that the total M/WBE utilization will be approximately \$292,000 or 28.5%.

Schedule

Arcadis will complete the final plans and specifications by September 2, 2022, for submission to the NYS DEC in advance of the Order on Consent required submission date of October 4, 2022. A preliminary project schedule with interim milestones is attached to this proposal for your reference.

Arcadis appreciates the opportunity to continuing supporting the City to improve its critical wastewater infrastructure and improve the water quality of the Hudson River. If you have any questions, please do not hesitate to contact me at 518.250.7305 so that I may be of further assistance.

Sincerely,
Arcadis of New York, Inc.



Robert Ostapczuk, PE
Vice President

Email: Robert.Ostapczuk@arcadis.com
Direct Line: 518.250.7305
Mobile: 518.810.6872

Mr. Jason Morris, PE
City of Newburgh
October 11, 2021

CC. D. Loewenstein, Arcadis
A. Brooks, Arcadis

Enclosures:

Preliminary Project Schedule
Rate Schedule

This proposal and its contents shall not be duplicated, used or disclosed — in whole or in part — for any purpose other than to evaluate the proposal. This proposal is not intended to be binding or form the terms of a contract. The scope and price of this proposal will be superseded by the contract. If this proposal is accepted and a contract is awarded to Arcadis as a result of — or in connection with — the submission of this proposal, Arcadis and/or the client shall have the right to make appropriate revisions of its terms, including scope and price, for purposes of the contract. Further, client shall have the right to duplicate, use or disclose the data contained in this proposal only to the extent provided in the resulting contract.

City of Newburgh Long Term Control Plan Implementation
 Floatables Control and Disinfection Facility and Water Pollution Control Plant Influent Sewer Project

ID	Task Name	Duration	Start	Finish	2021	Half 1, 2022	Half 2, 2022	Half 1, 2023	Half 2, 2023	Half 1, 2024	Half 2, 2024	Half 1, 2025	Half 2, 2025
1	Design	830 days	Mon 11/1/21	Mon 1/6/25									
2	60% Design	125 days	Mon 11/1/21	Fri 4/22/22									
3	60% Design Documents	90 days	Mon 11/1/21	Fri 3/4/22									
4	60% Internal Review	20 days	Mon 3/7/22	Fri 4/1/22									
5	60% Client Review	15 days	Mon 4/4/22	Fri 4/22/22									
6	90% Design	110 days	Mon 4/4/22	Fri 9/2/22									
7	90% Design Documents	60 days	Mon 4/4/22	Fri 6/24/22									
8	90% Internal Review	20 days	Mon 6/27/22	Fri 7/22/22									
9	90% Client Review	15 days	Mon 7/25/22	Fri 8/12/22									
10	Regulatory Approval Set	15 days	Mon 8/15/22	Fri 9/2/22									
11	Consent Order Submission Deadline	0 days	Tue 10/4/22	Tue 10/4/22									
12	Regulatory Review	60 days	Mon 9/5/22	Fri 11/25/22									
13	Final Bid Documents	30 days	Mon 11/28/22	Fri 1/6/23									
14	Bidding	63 days	Wed 1/4/23	Fri 3/31/23									
15	Advertise	0 days	Wed 1/4/23	Wed 1/4/23									
16	Bidding	30 days	Mon 1/9/23	Fri 2/17/23									
17	Award	30 days	Mon 2/20/23	Fri 3/31/23									
18	Construction	459 days	Tue 4/4/23	Mon 1/6/25									
19	Notice to Proceed	0 days	Tue 4/4/23	Tue 4/4/23									
20	Order on Consent Operation Startup	0 days	Mon 1/6/25	Mon 1/6/25									

1/6

4/4

10/4

1/4

Task	Project Summary	Manual Task	Start-only	Deadline
Project: Preliminary Project Sch				
Date: Mon 10/4/21				
Task	Project Summary	Manual Task	Start-only	Deadline
Split	Inactive Task	Duration-only	Finish-only	Progress
Milestone	Inactive Milestone	Manual Summary Rollup	External Tasks	Manual Progress
Summary	Inactive Summary	Manual Summary	External Milestone	



Rate Sheet

Hourly Rates: Charges for services provided will be in accordance with the following schedule:

Rate Schedule	
Grade 1 – Technician/Administrator I	\$60
Grade 2 – Technician/Administrator II	\$75
Grade 3 – Technician/Administrator III	\$85
Grade 4 – Technician/Administrator IV	\$90
Grade 5 – Professional	\$105
Grade 6 – Professional II	\$115
Grade 7 – Staff Professional	\$135
Grade 8 – Project Professional	\$150
Grade 9 – Senior Professional	\$170
Grade 10 – Principal	\$190
Grade 11 – Associate VP or VP	\$240
Grade 12 – VP or Senior VP	\$270

Reimbursable Expenses. Except for certain in-house services, project expenses incurred with subcontractors and outside vendors will be invoiced at cost plus 10%. These project expenses may include, but are not limited to: shipping charges; printing; supplies; equipment; traveling expenses; special insurance; licenses; permits; and subcontracted services.

In-house services not subject to handling costs are:

Transportation: \$0.56/mile for vehicles; \$0.66/mile for 4x4 vehicles

Invoices. Arcadis will submit invoices to Client for each month during which services were performed. Invoices may include carrying charges at 1.5% per month for delinquent payments outstanding over 30 days and applicable sales or value-added taxes.

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.

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
Name of Portion City of Newburgh, 331100

CERTIFICATION

DETERMINATION OF BASE PERCENTAGES

	(A) 1991 Taxable Assessed Value	(B) 1991 Class Equalization Rate	(C) Estimated Market Value A/(B/100)	(D) Base Percentages (C/sum of C)
Class				
Homestead	179,193,709	41.24	434,514,328	64.7177
Nonhomestead	111,241,235	46.96	236,885,083	35.2823
Total	290,434,944		671,399,411	100.0000

DETERMINATION OF CURRENT PERCENTAGES

	(E) Prior Year Taxable Assessed Value (Inc. Spec. Fran.)	(F) Prior Year Class Equalization Rate	(G) Estimated Market Value E/(F/100)	(H) Current Percentages (G/sum of G)
Class				
Homestead	719,465,792	100	719,465,792	60.83924
Nonhomestead	463,102,871	100	463,102,871	39.16076
Total	1,182,568,663		1,182,568,663	100.00000

DETERMINATION OF CURRENT BASE PROPORTIONS

	(I) Local Base Proportion for the 1992 Assessment Roll	(J) Updated Local Base Proportion	(K) Prospective Current Base Proportion Part (J) Priorated to 100.00	(L) Adjusted Base Proportion used for Prior Tax Levy	(M) % difference between prior Adjusted Base Proportion and Prospective Current Base Proportion ((K/L)-1*100)	(N) Maximum Current Base Proportion	(O) Current Base Proportion
Class							
Homestead	57.00000	53.58404	52.89070	50.8439	4.03	52.89070	
Nonhomestead	43.00000	47.72685	47.10930	49.1561	-4.16	47.10930	
Total	100.00000	101.31090	100.00000	100.00000		100.00000	

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

CERTIFICATE OF ADJUSTED BASE PROPORTIONS PURSUANT TO ARTICLE 19, RP/L
FOR THE 2021 ASSESSMENT ROLL

Approved Assessing Unit City of Newburgh, 331100
Name of Portion City of Newburgh, 331100
Reference Roll 2020
Levy Roll 2021

CERTIFICATION

DETERMINATION OF PORTION CLASS NET CHANGE IN ASSESSED VALUE DUE TO PHYSICAL AND QUANTIFICATION CHANGES AND COMPUTATION OF CLASS CHANGE IN LEVEL OF ASSESSMENT FACTOR

Section I	(A) Total	(B) Total	(C) Total	(D) Net	(E) Surviving
Assessed Value on the Reference Roll Excluding roll section 5	Assessed Value of Physical and Quantity Increases between the Reference Roll and Levy Roll	Assessed Value of Physical and Quantity Decreases between the Reference Roll and Levy Roll	Assessed Value of Physical and Quantity Changes	Assessed Value of Physical and Quantity Changes	Assessed Value on the Reference Roll
Class			(B-C)	(A-C)	
Homestead	747,466,200	6,174,600	842,300	5,332,300	746,623,900
Nonhomestead	411,243,994	6,315,300	2,718,500	3,596,800	408,525,494
Class		(F) Total	(G) Total	(H) Net	(I) Change
Assessed Value of Equalization Increases between the Reference Roll and Levy Roll	Assessed Value of Equalization Decreases between the Reference Roll and Levy Roll	Assessed Value of Equalization	Equalization Changes	In Level of Assessment Factor	
Class			(F-G)	(H-I)*1	
Homestead	85,146,300	2,419,500	82,726,800	1,110,800	0.8336
Nonhomestead	23,545,148	649,893	22,995,255	1,056,29	1.0005

COMPUTATION OF PORTION CLASS ADJUSTMENT FACTOR

Section II	(J) Taxable Assessed Value on the Levy Roll Excluding roll sections	(K) Taxable Assessed Value on the Levy Roll at the Reference Roll Level of Assessment	(L) Assessed Value of Special Franchise on the Levy Roll at the Reference Roll Level of Assmnt	(M) Total Taxable Assessed Value on the Levy Roll at the Reference Roll Level of Assessment	(N) Taxable Assessed Value on the Reference Roll	(O) Class Adjustment Factor
Class		(J)		(K+L)		(M/N)
Homestead	803,835,308	723,653,640	0	723,653,640	719,485,792	1.00582
Nonhomestead	423,983,707	401,390,082	68,848,214	470,238,306	463,102,871	1.01541

COMPUTATION OF ADJUSTED BASE PROPORTIONS

Section III	(P) Current Base Proportions	(Q) Current Base Proportions adjusted for Physical and Quantity Changes (P-O)	(R) Adjusted Base Proportions
Class			(Q/sum of Q)
Homestead	52.89070	53.19856	52.65427
Nonhomestead	47.10930	47.83515	47.34573
Total	100.00000	101.03372	100.00000

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

0.9491

0.9988

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

Local Adjustments to the Adjusted Base Proportions

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.

Amount to be added to Homestead ABP	Select a Percentage	
0.81850	10%	52.65427
1.63699	20%	53.47276
2.04624	25%	54.29126
2.45549	30%	54.70051
3.27399	40%	55.10976
4.09249	50%	55.92826
4.91098	60%	56.74675
5.72948	70%	57.56525
6.13873	75%	58.38375
6.54798	80%	58.79300
7.36648	90%	59.20225
8.18497	100%	60.02074
		60.83924

POSSIBLE TAX SHARES
WHICH MAY BE ADOPTED

Homestead NonHomestead

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.



The English language version of the Terms and Conditions is the authoritative version of the terms. The machine translation is provided for the convenience of the user. Any discrepancy between different language versions should be resolved with the English language version being correct.

Select Language ▼

CivicPlus Terms and Conditions, SeeClickFix Services

These Terms and Conditions, inclusive of the Scope of Work ("the SOW") to which they are inextricably linked (collectively referred to as this "Agreement"), will apply as of the Effective Date (the date of signature specified in the SOW) to the customer signing the SOW ("Customer") in relation to CivicPlus, LLC a Kansas limited liability company, located at 302 S 4th Street, Manhattan, KS 66502 ("CivicPlus") (individually referred to as "Party" and collectively the "Parties"). WHEREAS, the Customer desires that CivicPlus provide certain software services as described in the SOW. WHEREAS, CivicPlus desires to deliver such software services under these terms and conditions.

• A. Term and Termination

1. CivicPlus and the Customer will implement the SeeClickFix services described in the SOW (the "Services") as soon as reasonable. These Terms and Conditions will apply throughout the SOW-specified period following the Effective Date and be automatically renewed on an annual basis each succeeding year (the "Term"), and shall include changes to these Terms and Conditions which may be enacted by CivicPlus alone. Should either Party decide not to extend the term, such Party must notify, in writing, the other Party at least 90 days prior to the end of the current term.
2. Termination for Cause. If either Party fails to perform any of its material obligations under these Terms and Conditions and does not cure such failures within thirty (30) days after being given written notice specifying the nature of the failure, then the non-defaulting Party may, by giving written notice to the other Party, terminate all services as of the date specified in such notice of termination.
3. Upon termination of this Agreement, the licenses granted to Customer by Section D.3, below, will terminate; customer shall cease all use of the CivicPlus Material and the Services listed in the SOW.
4. The following Sections and any payment obligations hereunder shall survive any expiration or termination of service: A(4), D, E, G and H (except H.4).

• B. Invoicing and Payment Terms

1. Invoices for the Services will be sent electronically to the individual/entity designated in the SOW and Contact Sheet provided to Customer, which is to be filled out and submitted by Customer. Customer shall provide accurate, current and complete information of Customer's legal name, address, email address, and phone number, and maintain and promptly update this information if it should change. CivicPlus will email all invoices to the email address designated in the Contact Sheet. Upon request CivicPlus will mail invoices, and Customer will be charged a \$5.00 convenience fee.
2. Payment is due 30 days from date of invoice. Unless otherwise permitted by law, a finance charge of 1.5% per month or \$5.00, whichever is greater, will be added to past due accounts. Payments received will be applied first to finance charges, then to the oldest outstanding invoice(s).
3. If Customer's account exceeds 60 days past due, support will be discontinued until the Customer's account is made current. If the Customer's account exceeds 90 days past due, annual hosting services will be discontinued and the Customer's Services will no longer be active until the Customer's account is made current. Customer will be given 30 days' notice prior to discontinuation of the Services for non-payment.
4. CivicPlus passes through sales tax in those jurisdictions where such tax is required. If the Customer is tax-exempt, the Customer must provide CivicPlus proof of their tax-exempt status, within fifteen (15) days of contract signing, and the fees owned by Customer under this Agreement will not be taxed. If the Customer's state taxation laws change, the Customer will begin to be charged sales tax in accordance with their jurisdiction's tax requirements and CivicPlus has the right to collect payment from the Customer for past due

taxes.

• **C. Services of CivicPlus**

1. CivicPlus will provide, on a hosted, software-as-a-service basis, access to the Services described in the SOW, via mobile applications, internet, and an embeddable interactive widget for public reporting, alerts on discussing non-emergency issues ("the Software"). Users will be able to interact with the Software and post various content including words, photos and videos ("User Content"). While the content of users of the Software is governed by CivicPlus's published Terms of Use and Privacy Policy, CivicPlus may not be able to control the exact nature of the User Content. CivicPlus reserves the right, not the obligation, to edit User Content. Although CivicPlus may from time to time make enhancements or bug fixes to the Software, it is under no obligation to make any particular modifications, enhancements or bug fixes.
2. *Service Uptime.* CivicPlus shall use all reasonable commercial efforts to ensure that the Service is available 99.9% of the time in any three month period (excluding scheduled maintenance).

• **D. Ownership**

1. CivicPlus shall be the sole and exclusive owner of any and all software, materials or other original works created by or licensed to CivicPlus prior to the execution of the SOW ("CivicPlus Materials"), including the Software and all Intellectual Property Rights in and to them and their derivative works and improvements (as each of those terms is defined and applied under U.S.C. Title 17 and Title 35, respectively) by whomever developed or created them. No ownership of any CivicPlus Materials including the Software or the Intellectual Property Rights in and to them shall be transferred to the Customer. "Intellectual Property Rights" shall mean any and all proprietary rights or moral rights in any trademarks, copyrights, trade secrets, patents and patent applications, renewals, extensions, continuations, divisions or reissues, in whole or in part, now or hereafter in force, and any foreign counterparts.
2. Customer shall not (i) license, sublicense, sell, resell, reproduce, transfer, assign, distribute or otherwise commercially exploit or make available to any third party any CivicPlus Materials in any way; (ii) modify or make derivative works based upon any CivicPlus Materials; (iii) create internet "links" to the CivicPlus Materials or the Software or "frame" or "mirror" the administrative access to the CivicPlus Materials on any other server or wireless internet-based device; or (iv) reverse engineer or access any CivicPlus Materials in order to (a) build a competitive product or service, (b) build a product using similar ideas, features, functions or graphics of any CivicPlus Materials, or (c) copy any ideas, features, functions or graphics of any CivicPlus Materials.
3. Provided Customer complied with the terms and conditions herein, the SOW, the Terms of Use and Privacy Policy and the license restrictions set forth in Section D.2, CivicPlus hereby grants Customer a limited nontransferable, nonexclusive, license to access and use the CivicPlus Materials associated with any valid and effective SOW, for the Term of the SOW.

• **E. Exclusions of Warranties and Limitations of Liability**

1. CIVICPLUS MAKES NO, AND HEREBY DISCLAIMS ALL, REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, AT LAW OR IN EQUITY (INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NONINFRINGEMENT) TO CUSTOMER, OR TO ANY OTHER PERSON, WITH RESPECT TO THE SERVICES, SOFTWARE, CIVICPLUS MATERIALS, OR ANY OTHER SERVICES OR MATERIALS PROVIDED HEREUNDER. (I) NEITHER CIVICPLUS NOR THE CUSTOMER SHALL HAVE ANY LIABILITY TO THE OTHER PARTY FOR ANY INDIRECT, SPECIAL, OR CONSEQUENTIAL DAMAGES, UNDER ANY THEORY OF LIABILITY (WHETHER LEGAL OR EQUITABLE), AND (II) IN NO EVENT SHALL THE AGGREGATE LIABILITY OF EITHER PARTY TO THE OTHER PARTY UNDER THESE TERMS AND CONDITIONS EXCEED THE TOTAL AMOUNT OF FEES RECEIVED BY CIVICPLUS FROM THE CUSTOMER FOR THE THREE (3) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH LIABILITY OR \$5,000 WHICHEVER IS LESS.
2. CivicPlus will not be liable for any act, omission, negligence or defect in the quality of service of any underlying carrier, licensor or other third party service provider whose facilities or services are used in furnishing any portion of the Services received by the Customer.

CivicPlus will not be liable for any failure of performance that is caused by or the result of any act or omission by Customer or any entity employed/contracted on the Customer's behalf.

• **F. Customer's Responsibilities**

1. CivicPlus will provide the Services and manage the Customer data and content in compliance with the SeeClickFix Data Retention

Policy and Terms of Use. Customer understands and agrees that it has sole discretion over the solicitation, collection, storage or other use of end-users' personally identifiable information, including sharing with third parties, on any of the Services provided by CivicPlus and CivicPlus discourages the solicitation and collection of any end user personally identifiable information. Customer further understands and agrees that Customer is solely responsible for the use or storage of end-users' personally identifiable information in connection with the Services or the consequences of the solicitation, collection, storage, or other use by the Customer or by any third party of personally identifiable information.

2. To the extent it may apply to any of the Services or deliverables of the SOW, user logins are for designated individuals chosen by Customer ("Users") and cannot be shared or used by more than one User. Customer will be responsible for the confidentiality and use of User's passwords and usernames. Customer will also be responsible for all electronic communications, including those containing business information, account registration, account holder information, financial information, Customer data, and all other data of any kind contained within emails or otherwise entered electronically through the Services, CivicPlus Materials, or under Customer's account. Customer shall use commercially reasonable efforts to prevent unauthorized access to or use of the Services and CivicPlus Materials and shall promptly notify CivicPlus of any unauthorized access or use of the Services and/or CivicPlus Materials and any loss or theft or unauthorized use of any User's password or username and/or personal information.
3. Customer shall comply with all applicable local, state, and federal laws, ordinances, regulations, and conventions in connection with its use of the Services or any CivicPlus Materials.

• G. Arbitration, Governing Law and Venue

1. The Parties agree that except for the right of either party to seek declaratory, injunctive or other equitable relief, or for claims related to a Party's Intellectual Property Rights, any dispute or controversy arising out of or in connection with these Terms and Conditions shall be referred to arbitration for final and binding resolution. Either Party to these Terms and Conditions may initiate arbitration of the dispute by the filing of an application for resolution by one arbitrator appointed by and in accordance with the rules of the American Arbitration Association. The arbitration shall be conducted in the city and state in which the non-filing Party is located. The award in the arbitration shall be final, binding and non-appealable. The award may be entered as a final, non-appealable judgment in any court having jurisdiction. Each Party specifically agrees and acknowledges that this Section G is a material term of these Terms and Conditions and acknowledges that it would not enter into these Terms and Conditions in the absence of this Section G. Each Party warrants and represents to the other party that this Section G is valid and enforceable and the other party will incur damages if such representation is false.
2. The laws of United States and the State of Kansas shall govern these Terms and Conditions, without regard to conflicts of laws principles. Each Party hereby submits to the jurisdiction of the State of Kansas and federal courts located in the State of Kansas.

• H. General

1. Independent Contractor Relationship. CivicPlus is acting as an independent contractor under these Terms and Conditions and nothing in these Terms and Conditions shall be deemed or construed to create the relationship of partnership, joint venture or employer-employee between the Parties. Neither Party has, and shall not hold itself out as having, any authority to enter into any contract or create any obligation or liability on behalf of, in the name of, or binding upon the other Party.
2. Force Majeure. No Party shall have any liability to the other hereunder by reason of delay or failure to perform any obligation or covenant if the delay or failure to perform is due to any cause beyond the control of such Party, including without limitation, catastrophic storm, fire, casualty, unanticipated work stoppage, strike, lockout, labor dispute, civic disturbance, riot, war, national emergency, act of public enemy, or other cause beyond the control of the non-performing Party.
3. Any notice to be given hereunder to any other Party, including any notice of a change of address, shall be in writing and shall be deemed validly given if (i) delivered personally or (ii) sent by express delivery service, registered or certified mail, postage prepaid, return receipt requested or (iii) sent by email, as follows: If to CivicPlus: CivicPlus, LLC, Attn: Contract Administrator to accounting@civicplus.com, with an email response confirming receipt by CivicPlus. If to Customer: as addressed in the SOW. All such notices shall be deemed given on the date of actual receipt by the addressee if delivered personally, on the date of deposit with the express delivery service or the postal authorities if sent in either such manner, on the date the facsimile or email is sent if sent in such manner, and on the date of actual receipt by the addressee if delivered in any other manner.
4. The Parties agree that the Parties may reference the other Party as a client or vendor, including using the Customer name, service marks, licenses, trademarks, logos, sales and marketing materials, and website. Any reference to the CivicPlus Software or its

features will be accompanied by a reference that it is provided by CivicPlus.

5. Amendment or Waiver. No amendment or modification of these Terms and Conditions by the Customer shall be valid, unless in writing and signed by both Parties.
6. Headings and Captions. The headings and captions of these Terms and Conditions are included for convenience only and shall not be considered in construction of the provisions hereof.
7. If any provision of these Terms and Conditions shall be determined to be invalid or unenforceable, such invalidity or unenforceability shall not affect the remainder of these Terms and Conditions, which shall be construed as if such invalid or unenforceable provision had never been a part of these Terms and Conditions but in a manner so as to carry out as nearly as possible the Parties' original intent.
8. The Contract may be executed simultaneously in several counterparts, each of which shall be deemed an original but which together shall constitute one and the same instrument.
9. Entire Contract. These Terms and Conditions, inclusive of the SOW to which they are inextricably linked, the published Terms of Use and Privacy Policy constitute the entire agreement between the Parties regarding the subject matter hereof and supersedes any letters of intent, memorandums of understanding, confidentiality agreements, and other contracts and communications, oral or written, between the Parties regarding such subject matter.
10. CivicPlus may assign these Terms and Conditions, and then notify the Customer within 30 days thereof.
11. Authorized Signor. Each person signing this Agreement represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Agreement. Each Party represents and warrants to the other that the execution and delivery of the Agreement and the performance of such Party's obligations hereunder have been duly authorized and that the Agreement is a valid and legal agreement binding on such Party and enforceable in accordance with its terms.

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Master Service Agreement and Statement of Work

Addendum

THIS Master Services Agreement and Statement of Work Addendum ("Addendum") hereby sets forth the (i) additional terms and conditions applicable to the Master Services Agreement, found at: <https://legal.seeclickfix.com/terms-and-conditions-cp/>, and/or Statement of Work ("Agreements") and/or (ii) amendments to specific provisions of the terms and conditions which exist in the Agreements (collectively, the "Special Terms"), as described below, as agreed upon by CivicPlus and Newburgh, NY. The Special Terms shall be deemed to amend, modify, supplement, replace and/or supersede (as applicable) any inconsistent provisions of the Agreements, to the extent of the inconsistency.

ALL TERMS AND CONDITIONS OF THE AGREEMENTS NOT EXPRESSLEY MODIFIED HEREIN SHALL REMAIN IN FULL FORCE AND EFFECT.

Capitalized terms used and not defined herein shall have the meanings assigned to them in the Agreements (to which this Addendum is attached and incorporated).

1. ADDITIONAL TERMS

2. AMENDMENTS

The terms and conditions of the Agreement are hereby amended as follows:

Document Section	and	Amended Language
MSA § A.1		CivicPlus and the Customer will implement the SeeClickFix services described in the SOW (the "Services") as soon as reasonable. These Terms and Conditions will apply throughout the SOW-specified period following the Effective Date and be automatically renewed on an annual basis each succeeding year (the "Term"). Should either Party decide not to extend the term, such Party must notify, in writing, the other Party at least 30 days prior to the end of the current term.
MSA § B.2		Payment is due 45 days from date of invoice. Unless otherwise permitted by law, a finance charge of 1.5% per month or \$5.00, whichever is greater, will be added to past due accounts. Payments received will be applied first to finance charges, then to the oldest outstanding invoice(s).
MSA § G.1		The Parties will use reasonable efforts to resolve any dispute between them in good faith prior to initiating legal action.
MSA § G.2		The laws of United States and the State of New York shall govern these Terms and Conditions, without regard to conflicts of laws principles. Each Party hereby submits to the jurisdiction of the State of New York and federal courts located in the State of New York.
MSA § H.3		Any notice to be given hereunder to any other Party, including any notice of a change of address, shall be in writing and shall be deemed validly given if (i) delivered personally or (ii) sent by express delivery service, registered or certified mail, postage prepaid, return receipt requested or (iii) sent by email, as follows: If to CivicPlus: CivicPlus, LLC, Attn: Contract Administrator to accounting@civicplus.com, with an email response confirming receipt by CivicPlus. If to Customer: as addressed in the SOW, with additional copies to: City Clerk, City of Newburgh 83 Broadway, 1st Floor Newburgh, NY 12550 Office of the Corporation Counsel City of Newburgh 83 Broadway, 2nd Floor Newburgh, NY 12550.

**Addendum to the Agreements by and between CivicPlus, LLC and Newburgh, NY**

All such notices shall be deemed given on the date of actual receipt by the addressee if delivered personally, on the date of deposit with the express delivery service or the postal authorities if sent in either such manner, on the date the facsimile or email is sent if sent in such manner, and on the date of actual receipt by the addressee if delivered in any other manner.

Acceptance

IN WITNESS WHEREOF, the Parties have caused this Addendum to be executed by their duly authorized representatives as of the dates below.

Client**CivicPlus**

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____



SeeClickFix Pricing

CivicPlus
302 S 4th Street
Manhattan, KS 66502

Prepared for:

Prepared by:

Alex Webb
alex.webb@civicplus.com

Issue Date:

9/28/2021

Pricing Expires:

10/31/2021

Product Name	DESCRIPTION	QTY	TOTAL
SeeClickFix Request	Unlimited gov user licenses for service request management tool to intake citizen submissions via mobile app. Assign requests internally, resolve issues and measure request performance.	1.00	USD 8,002.23
Marketplace App Annual	Marketplace App Annual	1.00	USD 4,500.00
Request Import	Import of up to 25,000 requests, includes one batch import to resolve errors, a second import on test environment, and a final import in production. Data must adhere to SCF specifications. Additional batch imports after these 3 will incur additional cost.	1.00	USD 0.00
SeeClickFix Account Config	SeeClickFix Account Configuration	1.00	USD 0.00
SeeClickFix Virtual Training	SeeClickFix Virtual Training	1.00	USD 0.00
TOTAL:			USD 12,502.23

List Price - Year 1 Total	USD 30,282.74
Total Investment - Year 1	USD 12,502.23
Annual Recurring Costs - Year 2	USD 12,752.27

*Annual Recurring Costs are subject to 2% annual technology uplift beginning in year 2 of service.

Total Days of Quote:365

1. This Statement of Work ("SOW") shall be subject to the terms and conditions of the CivicPlus Master Services Agreement located at <https://legal.seeclickfix.com/terms-and-conditions-cp/> ("MSA"), to which this SOW is hereby attached as the SeeClickFix Statement of Work. By signing this SOW, Client expressly agrees to the terms and conditions of the MSA throughout the Term of this SOW.

2. This SOW shall remain in effect for an initial term equal to 365 days from the date of signing ("Initial Term"). In the event that neither party gives 90 days' notice to terminate prior to the end of the Initial Term or any subsequent Renewal Term, this SOW will automatically renew for an additional 1-year renewal term ("Renewal Term"). The Initial Term and all Renewal Terms are collectively referred to as the "Term".

3. The Total Investment - Year 1 (the sum of the One Time Costs and the Recurring Costs) will be invoiced at signing of this SOW. Client will pay all invoices within 30 days of the date of invoice.

4. Renewal Term Annual Recurring Costs shall be invoiced on the start date of each Renewal Term.

5. Client agrees to use the CivicService SeeClickFix service (the "Service") in ways that conform to all applicable laws and regulations, including, without limitation, the Telephone Consumer Protection Act (if Client uses "Conversations"). Client agrees not to make any attempt to gain unauthorized access to any of CivicPlus' systems or networks. Client agrees that CivicPlus shall not be responsible or liable for the content of messages created by Client, or by those who access Service, or otherwise delivered by Service on behalf of Client.

6. CivicPlus does not own any data, information, or material that Client, or its constituents, submit to the Service in the course of using the Service ("Client Data"). Client, not CivicPlus, shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property ownership or right to use of all Client Data, and CivicPlus shall not be responsible or liable for the deletion, correction, destruction, damage, loss or failure to store any Client Data. CivicPlus reserves the right to withhold, remove and/or discard Client Data without notice for any breach, including, without limitation, Client's non-payment. Upon termination for cause, Client's right to access or use Client Data immediately ceases, and CivicPlus shall have no obligation to maintain or forward any Client Data.

7. If the "Conversations" line item is included in this SOW above, the following terms shall apply: The text message (SMS/ MMS) comes with unlimited lines and up to 25,000 messages per month. If text usage exceeds the set usage amounts included herein, additional text will be invoiced to the Client at \$0.01 per message in arrears at the end of the then-current term in which the additional charges are incurred. In the event Client exceeds the set usage amounts herein, CivicPlus will provide Client with report that displays such excess usage with the invoice. CivicPlus will use its best efforts to notify the Client in the event Client exceeds the usage amounts in any month.

Acceptance

The undersigned has read and agrees to the following Terms and Conditions, which are incorporated into this SOW, and have caused this SOW to be executed as of the date signed by the Customer which will be the Effective Date: [https:// legal.seeclickfix.com/terms-and-conditions-cp/](https://legal.seeclickfix.com/terms-and-conditions-cp/)

Client

CivicPlus

By:

By:

Name:

Name:

Title:

Title:

Date:

Date:

Contact Information

*all documents must be returned: Master Service Agreement, Statement of Work, and Contact Information Sheet.

Organization

URL

Street Address

Address 2

City

State

Postal Code

CivicPlus provides telephone support for all trained clients from 7am –7pm Central Time, Monday-Friday (excluding holidays).
Emergency Support is provided on a 24/7/365 basis for representatives named by the Client. Client is responsible for
ensuring CivicPlus has current updates.

Emergency Contact & Mobile Phone

Emergency Contact & Mobile Phone

Emergency Contact & Mobile Phone

Billing Contact

E-Mail

Phone

Ext.

Fax

Billing Address

Address 2

City

State

Postal Code

Tax ID #

Sales Tax Exempt #

Billing Terms

Account Rep

Info Required on Invoice (PO or Job #)

Are you utilizing any external funding for your project (ex. FEMA, CARES): Y [] or N []

Please list all external sources:

Contract Contact

Email

Phone

Ext.

Fax

Project Contact

Email

Phone

Ext.

Fax

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 CITY OF NEWBURGH
PANDEMIC OPERATIONS PLAN**

WHEREAS, the City has developed the City of Newburgh Pandemic Operations Plan as required by 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 the 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.

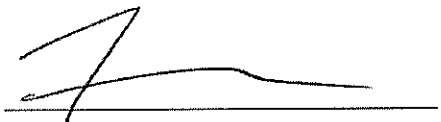
This plan has been approved in accordance with requirements applicable to the agency, jurisdiction, authority, or district, as represented by the signature of the authorized individual below.

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

Table of Contents

Promulgation.....	1
Record of Changes.....	2
Purpose, Scope, Situation Overview, and Assumptions.....	4
Purpose	4
Scope.....	4
Situation Overview	4
Planning Assumptions	5
Concept of Operations	5
Mission Essential Functions	7
Essential Positions	8
Reducing Risk Through Remote Work and Staggered Shifts.....	9
Remote Work Protocols.....	9
Staggered Shifts	9
On-Site Relocation.....	10
Personal Protective Equipment.....	10
Staff Exposures, Cleaning, and Disinfection	11
Staff Exposures.....	11
Cleaning and Disinfecting	13
Employee and Contractor Leave.....	13
Documentation of Work Hours and Locations	13
Housing for Essential Employees	14

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.