

A regular meeting of the City Council of the City of Newburgh was held Monday, January 10, 2022 at 7:00 PM at the City of Newburgh Activity Center, 401 Washington Street, Newburgh, NY.

Moment of Silence / Momento de Silencio

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

Pledge of Allegiance / Juramento a la Alianza

Roll Call / Lista de Asistencia

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

COMMUNICATIONS

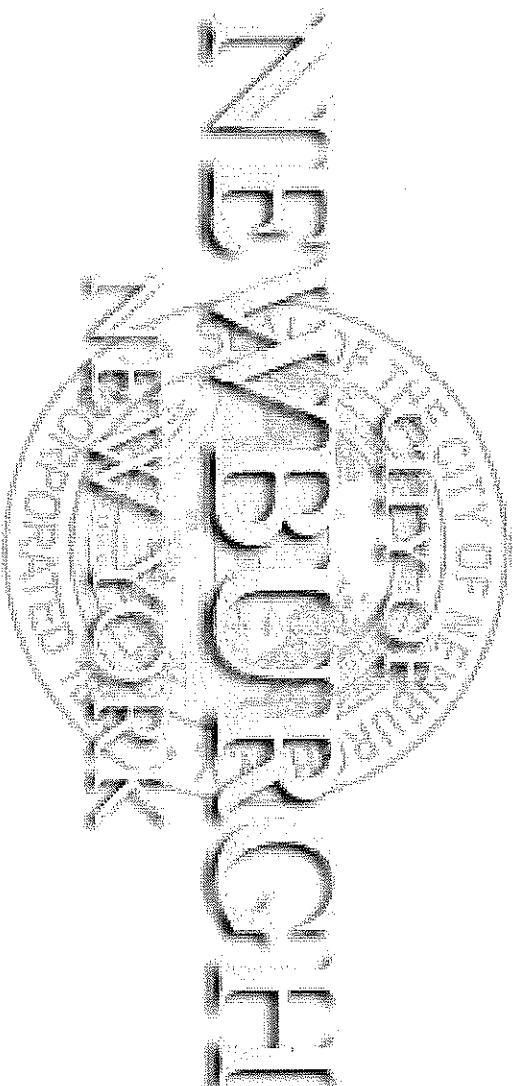
Approval of the minutes from the City Council meeting of December 13, 2021 / Aprobacion del Acta de la Reunion General del Consejo del 13 de diciembre de 2021

Councilman Grice moved and Councilman Shakur seconded.

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

CARRIED

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



City Manager's Update

Newburgh City Council Meeting

Monday, January 10, 2022

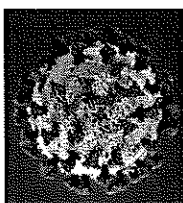


Novel Coronavirus (COVID-19)

For more information

Hotline: 1-888-364-3065

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



NEW YORK
State Health
Department of

New York State Department of Health COVID-19 Tracker

Testing data as of: 1/7/2022 2 PM
Testing date last updated on: 1/6/2022

Statewide

Tested Positive (1/07)
90,132

Total Tested (1/07)
425,782

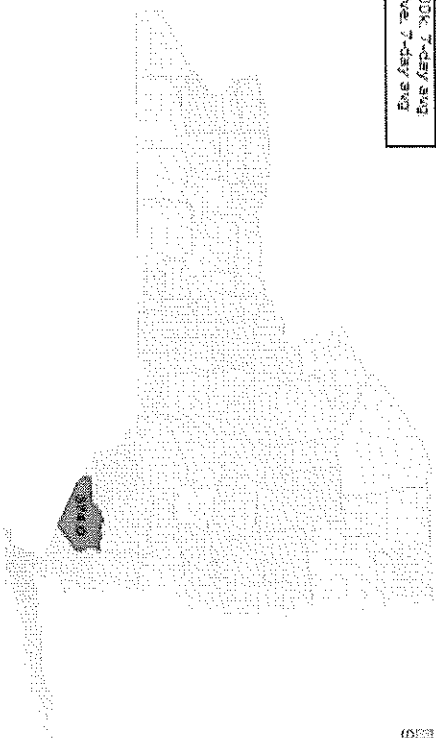
Tested Positive
(Cumulative)
4,056,827

Total Tested
(Cumulative)
91,136,197

Tested Positive by Sex
(Cumulative)
Female 51.6% Male 46.9% Unknown 1.4%

Positive Tests by County

Legend:
● Cases per 100K, 7-day avg
○ Test % Positive, 7-day avg

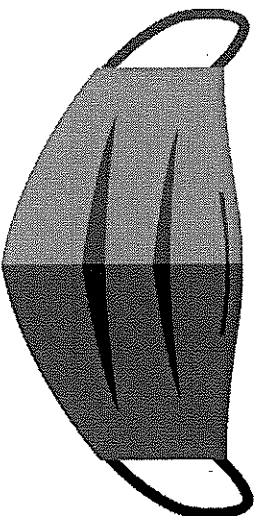


60.9 524.8

Click County to
See Detail
Click Again for
Statewide

County Testing Details: Orange (177)					
Tested Positive (Prior Day)	Total Tested (Prior Day)	Cases per 100K (Prior day)	Test % Positive (Prior Day)	Tested Positive (Cumulative)	Total Tested (Cumulative)
2,137	7,965	559.5	26.8%	87,890	1,367,779

Madison
Monroe
Montgomery
Nassau
New York
Niagara
Oneida
Ontario
Orange
Orleans
Oswego
Otsego
Putnam
Queens
Rensselaer
Richmond
Rockland
Saratoga
Schenectady
Schuyler
Seneca
St. Lawrence
Steuben
Suffolk
Sullivan
Tioga
Tompkins



NEW YORK STATE REQUIRES THAT

**ALL PEOPLE
MUST BE MASKED
TO ENTER**

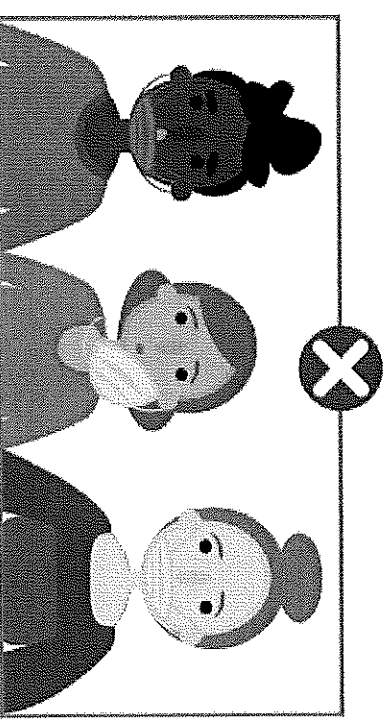
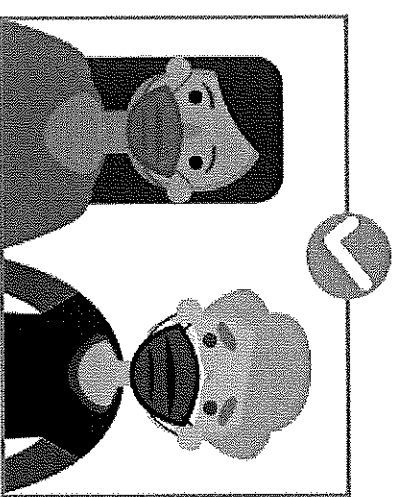
REGARDLESS OF VACCINATION STATUS

Effective Dec. 13, masks must be worn in all indoor public places unless businesses or venues implement a full-course vaccination requirement.

WE ARE ALL IN THIS TOGETHER. WE ARE NY

Statewide

Indoor Mask Mandate



1 NEW VACCINE UPDATE

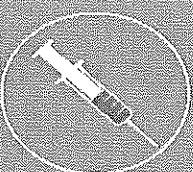
CDC Updated Recommendations for those who received a Pfizer-BioNTech Vaccine

Age	How long after initial COVID-19 vaccination series?	Which shot to get
5-11	With a weakened immune system: 28 days	Pfizer-BioNTech (ADDITIONAL DOSE)
12-15	5 months	Pfizer-BioNTech (BOOSTER DOSE)
16+	5 months	Pfizer-BioNTech (BOOSTER DOSE)

FIND OUT MORE AT [CDC.GOV/CORONAVIRUS](https://www.cdc.gov/coronavirus)



220847-2



COMPLIMENTARY RIDES
TO VACCINE SITES

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

CALL: 845-569-7420



COVID-19 VACCINE BOOSTER CLINIC



JANUARY 14, 2022

SUNY ORANGE
74 GRAND ST.
NEWBURGH, N.Y. 12550



**REGISTER FOR YOUR
PFIZER OR MODERNA
VACCINE BOOSTER!**

ONCE AN APPOINTMENT IS MADE, CITY
OF NEWBURGH RESIDENTS CAN CALL
THE CITY OF NEWBURGH FIRE
DISPATCH AT 845-569-7420 TO
ARRANGE TRANSPORTATION TO
AND FROM THEIR APPOINTMENT
FREE OF CHARGE.

SCAN ME TO
READ MORE



OR VISIT:
<https://bit.ly/3zIV3IN>



SUNY ORANGE
Orange County Community College

CLINICA PARA DOSIS DE REFUERZO DE LA VACUNA CONTRA EL COVID-19



14 DE ENERO DE 2022

SUNY ORANGE
74 DE LA CALLE GRAND
NEWBURGH, N.Y. 12550



**REGÍSTRESE PARA SU DOSIS DE
REFUERZO DE LA VACUNA
PFIZER O MODERNA**

UNA VEZ CONFIRMADA LA CITA, LOS
RESIDENTES DE LA CIUDAD DE
NEWBURGH PUEDEN COMUNICARSE
CON EL DESPACHO DE BOMBEROS DE
LA CIUDAD AL 845-569-7420 PARA
PROGRAMAR TRANSPORTACION
GRATUITA A SU CITA DE IDA Y
VUELTA.

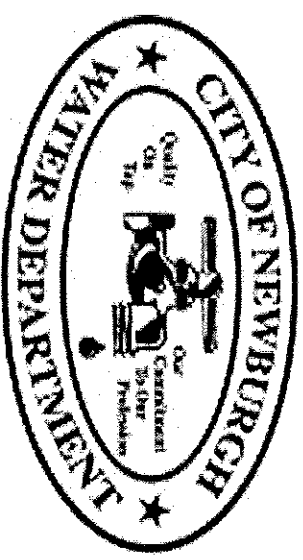
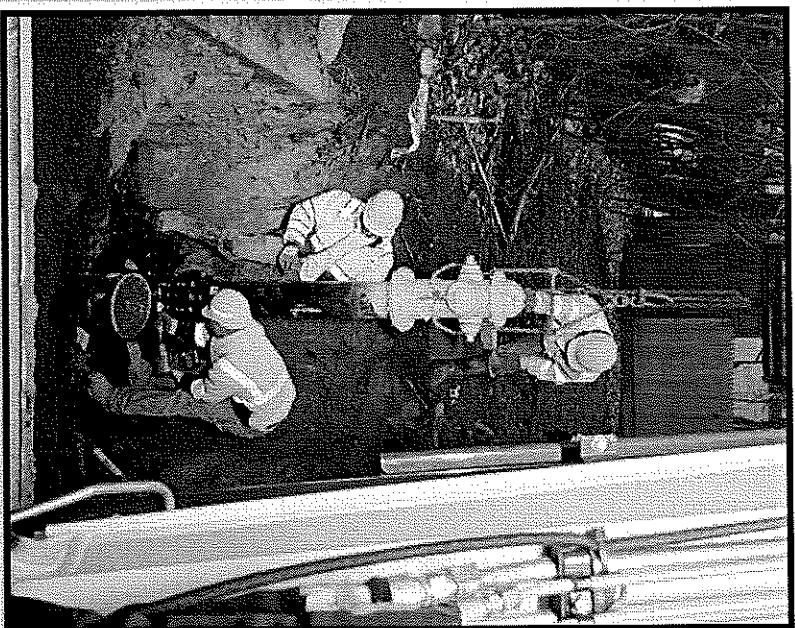
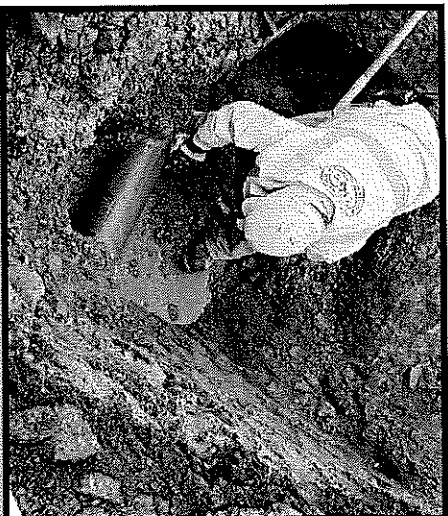
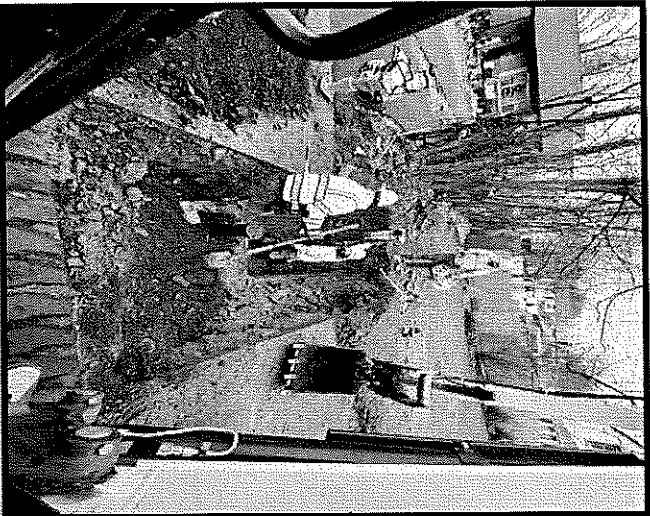
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PARA LEER MAS



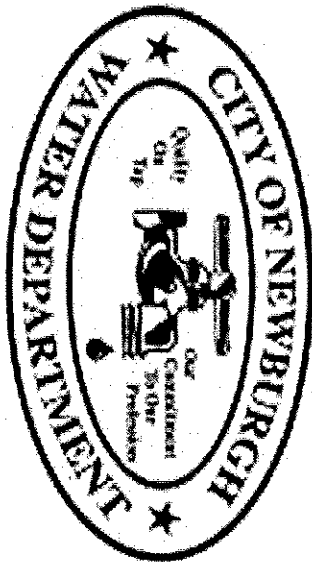
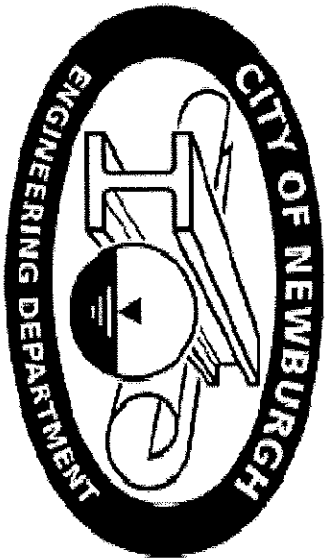
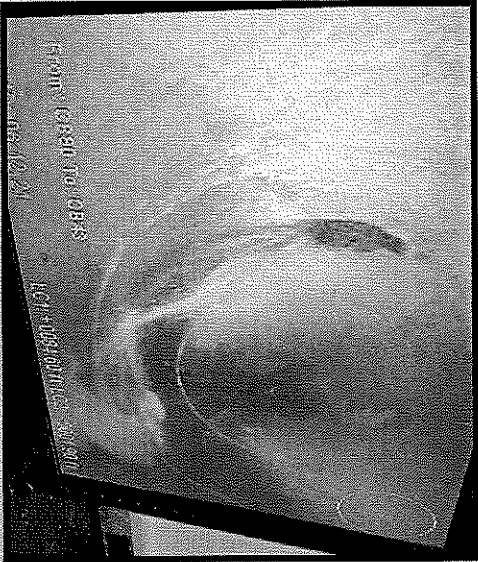
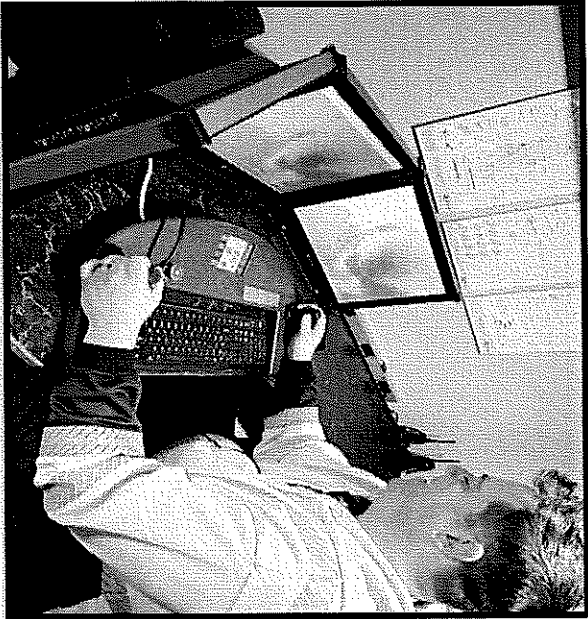
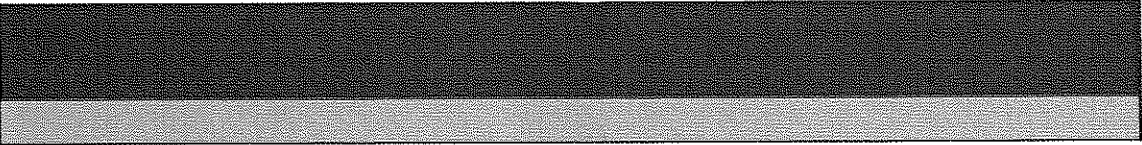
O VISITA:
<https://bit.ly/3zIV3IN>



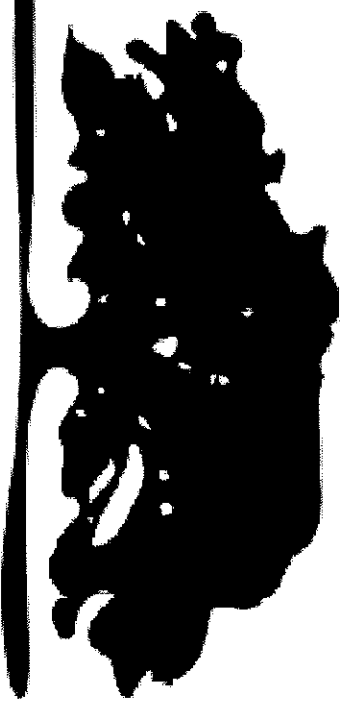
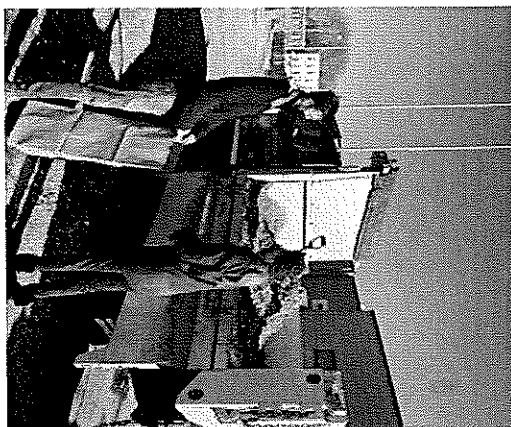
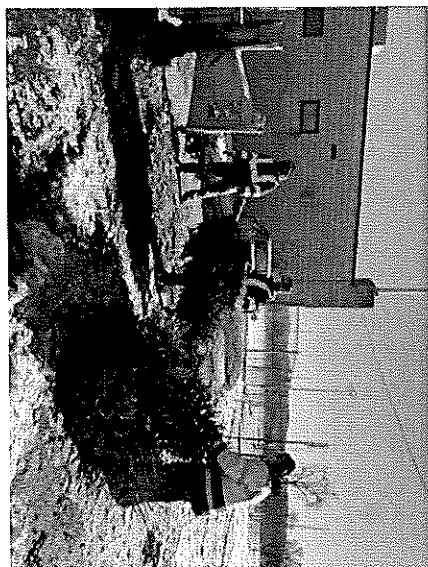
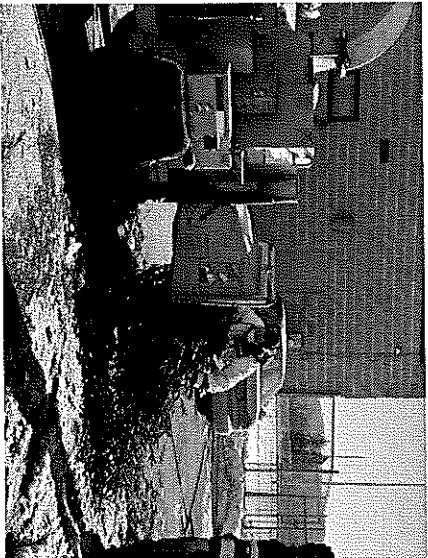
SUNY ORANGE
Orange County Community College



Distribution Division



Christmas Tree Recycling



New York State Low Income Household Water Assistance Program

Do you need help paying for overdue water and wastewater bills?

The Low Income Household Water Assistance Program (LHWAP) can help.

LHWAP is a drinking water and wastewater emergency assistance program funded through new federal resources. Benefits are based on the amount of unpaid water and wastewater bills owed by applicants. This assistance is targeted at low income households and income guidelines will mirror that of the Home Energy Assistance Program.

LHWAP benefits are based on the actual amount of drinking water and/or wastewater arrears, up to a maximum of \$2,500 per drinking water or wastewater provider, or \$5,000 if drinking water and wastewater services are combined, per household. Benefits are paid directly to the household's drinking water and/or wastewater vendor(s).

Eligibility and benefits are based on:

- income,
- household size,
- household includes a U.S. citizen, U.S. national, or qualified alien, and
- amount owed to drinking water and/or wastewater provider(s).

Primary applicants must provide:

- Proof of identity
- Documentation of earned and unearned income
- A drinking water, wastewater, or combined drinking water and wastewater bill listing their permanent and primary residence
- A valid Social Security Number (SSN)
 - SSNs of additional household members will be requested

For more information, visit <https://ocd.ny.gov/lhwap>



November 17, 2021



Office of Temporary
and Disability Assistance

Low Income Household Water Assistance Program

**New York State
Homeowner Assistance Fund**



**Thousands of homeowners
are at risk of foreclosure.
We're here to help.**



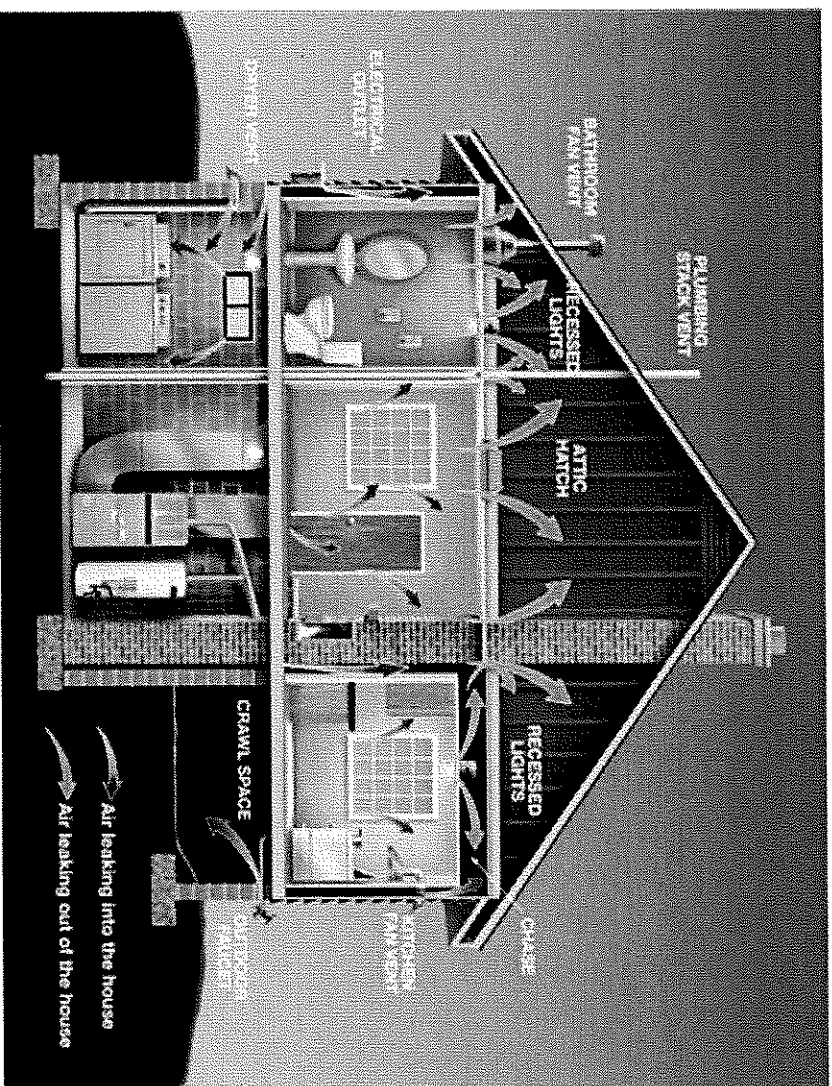
**Homes and
Community Renewal**

**New York State
Homeowner Assistance
Fund**



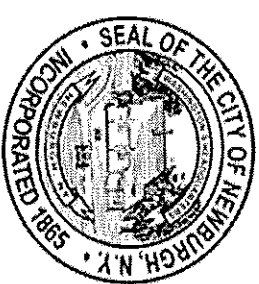
Weatherization Assistance Program

845-421-6266



Apply today to serve on the

Board of Assessment Review



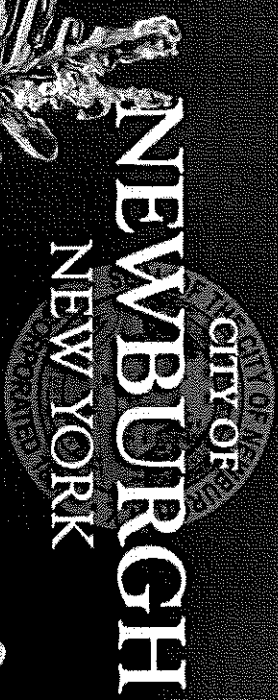
Vacancies

Newburgh Video Tour

CITY OF
NEWBURGH
NEW YORK

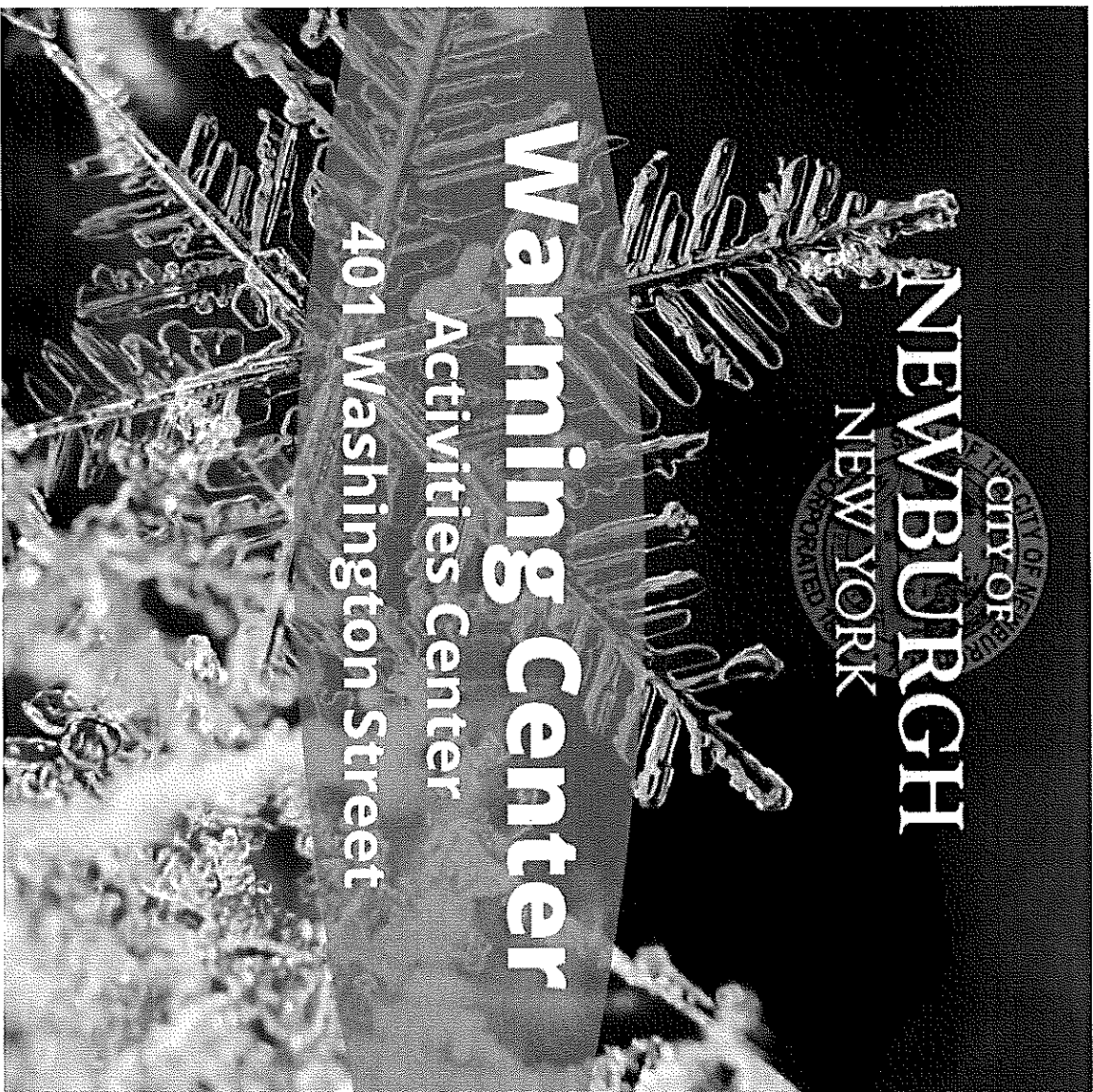
CGI COMMUNICATIONS





Warming Center

Activities Center
401 Washington Street



PRESENTATIONS

Elected Officials Swearing-In Ceremony / Ceremonia de Juramentacion de Funcionarios Electos

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

Kevindaryn Lujan, Orange County Legislator welcomed those who have been on the Council and our newest member, **Giselle Martinez**. We are starting off a new year with new energy but the challenges ahead will be many. One of the great things about our community is our resilience and our leaders have a lot of tough decisions and hard work ahead of them but we will do it together. He thanked the Council for all of their hard work because we care about the community and want to make sure everyone is safe.

Michelle Basch, City of Newburgh said that the City Manager is looking at changes within the Fire and Police departments to curb costs. These decisions are being made by data received covering years 2019 versus 2020 and the suggestions are as follows: Cut shifts from twenty-four hours to twelve hours. Reduce staffing from 8:00 a.m. through 8:00 p.m. because, of course, there are fewer fires during that time. False alarms were twenty-four percent in 2019 and twenty-six percent in 2020 and her understanding is that a lot of the false alarms come from the College. When she first opened the restaurant they had a defective fire alarm that went off often so she was given a fine. If one location is having multiple fire alarms then they should be given a fine that is enforced. The presentation also says that instead of deploying the full force they should go with a car to see what it is first but seconds count. When she had a fire in her home had they not come as quickly as they did then the whole house would have gone up. There is also something about when you call EMS that the Fire Department comes also but that's not true. When she called EMS for herself the Ambulance came but no Fire trucks. How can we curb costs? Administratively. Fire and Police are our first responders and we spend good money training them but they leave because we don't support them or give them job security.

Nicholas Bedetti, President of the City of Newburgh Firefighters Local 589 said he is here in opposition of the recent proposal made by the City Manager reducing our minimum daily staffing from ten to seven firefighters and eliminating the pumper in the downtown firehouse on the east end. He is aware of the report submitted and it may be accurate in the numbers regarding what is being spent in overtime, however, the remedies to these overtime issues are drastically inaccurate and unsafe for residents. How can an accounting firm know anything about the fire service especially here in the City of Newburgh? By eliminating a pumper that gets water to a fire and reducing the people that get the hoses from the pumper into the building will in fact increase response times and the workload by thirty percent. We will not have enough people to safely and effectively do our jobs putting citizens and firefighters lives at a greater risk every day. He invited everyone from City government to come to the firehouse to educate them on what they do. Let us show you the apparatus, tools and equipment we use on a daily basis. Let us show you what it is like to be an overworked and understaffed firefighter here in the City of Newburgh. These men show up day in and day out willing to put their lives on the line for complete strangers and all we want is safety for our citizens and to go home to our families in one piece. The National Fire Protection Agency has a standard of a minimum of fifteen firefighters per residential house fire and FDNY shows up with nearly forty firefighters but we show up with ten and now you want to drop it to seven. The loss of property will increase and injury

rates to firefighters will no doubt increase resulting in more overtime. He asked them to overturn this horrific idea and let's sit down together to come up with solutions that will benefit this City as a whole. *"If not, are you willing to look a family in the face and say, I made a mistake?"*

Carla Johnson, 52 S. Miller Street said a perfect example of why we don't need any cuts from the Fire Department is because landlords are using cheaper products to build these apartments and half of the units don't have any heat so people are using their ovens to keep warm. There was a fire in her building today caused by an air fryer so the smoke detector went off and the Fire Department came and did what they needed to do. There should be no cuts from the Fire Department especially during the winter season when people are using electric heaters and ovens to keep warm. Maybe they can find money somewhere else in some other departments.

Juana, City of Newburgh, is here tonight with the Newburgh Taxi Association to comment that they would like the fare rates to increase. They need more money to survive and to provide for their families.

A City of Newburgh resident said that on November 17th they formed the Orange County Taxi Drivers Association, Newburgh Chapter. The cost of insurance for the Taxis is being increased forty-four to fifty-five percent, gas prices are high and the cost of living has gone up. He has been driving taxi since 2009 when the fare was \$5.00 and it's still \$5.00 today. They are independent drivers and are responsible for paying the fees required so they are asking the City to approve an increase to \$7.00 which they think is fair. He hopes the Council will take this into consideration because it will help them.

Mario Lucero, City of Newburgh asked the City to lower the price of the Hack License because it's too high. He thinks that the price of \$25.00 would be fair for the Hack License and the fares should be increased to \$10.00 to go out of the City.

Javier Martinez, City of Newburgh said he would like to see the prices for insurance go down because they are the same no matter if you are providing medical transportation or just a ride. He is also an independent taxi driver and wanted to voice his support and share his condolences with the family and co-workers of Jorge who recently passed away.

Miguel Martinez, City of Newburgh said he is here representing the Orange County Taxi Association and he is asking for the insurance prices to go down as they are too high. The fee is \$200.00 which they have to pay individually and the company does not cover. He also would like to request more Police at night because he feels there is not enough protection during the late hours. Some drivers are driving with expired plates or they don't have the proper insurance to drive a Taxi so he would like the City to regulate how we go about that.

A City of Newburgh resident said he has been a Taxi Driver for ten years and he has experienced violent acts of crime and was beaten so he is requesting that there be more police presence for protection especially at night. He is asking for support because he feels they do a great service by providing transportation for the elderly and sometimes they don't charge them. He is asking the City to provide protection and support.

Ms. Mejia said she has been a resident since 2003 and since she started working with the Taxi Company in 2008 she has been assaulted four times and has had two violent acts of aggression against her. She is requesting more light at night because it is dangerous and asks for help with the price changes. They can carry up to four or five people and only charge \$5.00 for one ride. The streets that need more light are Lutheran, Overlook, Carson, S. Lander, Liberty and Broadway because while they are driving at night there is not enough light which adds risk to their safety.

Rene Mejia, City of Newburgh said he was a cab driver also working to get through College so he understands the difficulties they are having because the public transportation in this City sucks. If not for the Cabs, we would have kids not getting to school, people not getting to work and at the end of the day we would not have people getting back to their homes. He knows from firsthand experience how dangerous it is because he was mugged and assaulted while driving a cab because they didn't want to pay \$6.00. These people are driving at 2:00 and 3:00 in the morning when you don't know who is getting into your car. There are a lot of cabs that have not gone through the inspection process. It is a very high fee of \$400.00 for the taxicab inspection but when you are only charging \$5.00 per ride you aren't going to make very much especially when there are other Cabs out there. For people trying to make a living and raise their families they won't be able to make it with that. It's not the best but it's what they have so he thinks it would be fair to increase the fee to \$7.00 especially when you are transporting a whole family. If you call another car service there is a \$7.00 fee just to get into the car and then whatever they charge you from there. He encouraged the City to listen to the Cab drivers and to talk with them more about what they need and what can be done.

Kippy Boyle, City of Newburgh asked in regard to the fire analysis situation if the taxpayers paid for this study and what was the cost? How much did we spend for that report? It was a good presentation at the Work Session but the taxpayers deserve to have it given to them at a Council meeting filled with people so they can hear it and have something to say about it. It's disturbing to her that the basic concept we are trying to deal with is overtime and yet she doesn't get the feeling from the Fire Department speaker that they see it as a problem. She has not seen them step forward with solutions to it and we are all open to hearing whatever solutions there might be but if you want to complain about something then give us a solution. This report was one attempt to give some solutions and there may be others but the public wants to be better informed about it so she hopes they will consider doing that presentation again.

*Before taking comments from the online speakers Mayor Harvey asked if they could put a motion on the floor to raise the taxicab fees from this table.

City Manager, Todd Venning noted that he had a meeting with the Commissioner and the Chief today on this exact issue and they have been making progress on it since December. The process takes time and we are still working on it by putting a pamphlet together that will identify very simply for everyone what the requirements are to get a license. We are still in the middle of an analysis to determine if those fees can be lowered because an analysis needs to be done to make sure we don't have any issues. The last thing we were looking at is raising the fee from \$5.00 to \$7.00 in conjunction with making sure that the majority of taxi drivers are actually registered. Right now there are only about two licenses and four cars so we have a plan to get everyone back into compliance and to make that compliance known. He recommended letting them continue to follow the process and

they will update the Council on whatever they need.

Mayor Harvey asked the City Manager if he could provide a timeline on that.

City Manager, Todd Venning responded that from the meeting he had today with the Commissioner and the Chief they proposed that they could get him a pamphlet ready to go to the legal department in about two weeks. That pamphlet will take all of the different portions of the City Code requirements and simplify it into a way that makes it very easy to understand. Once we give it to the legal department it may take another week or so and then it will go out with a letter giving everyone sixty to ninety days to become compliant. In 2019 we had hundreds of cabs but in 2021 there only about six registrations so we want to give people time to get registered. At any time between that first month and when that notice goes out we can also try to coordinate the raise from \$5.00 to \$6.00 or \$7.00 whichever the Council wants to do.

***Online Speakers**

Timothy Dexter, 365 Ann Street said he is the only Assistant Fire Chief to be a resident in over twenty-five years. The cuts proposed by the City Manager affect him personally and he is urging him to reconsider. As mentioned earlier the NFPA recommends fifteen firefighters to arrive on the scene of a house fire within eight minutes to perform all of the critical tasks to control the fire and minimize structure damage. Right now the City has a minimum of ten and reducing staff even further to seven will increase the workload for each firefighter, make fire suppression tasks more challenging and dangerous which could lead to more property damage and injuries in the Fire Department. The City Manager argues that fires account for only four percent of the Fire Department responses and if you leave it at that the figure appears inconsequential so let's break that number down. Last year we responded to forty structure fires which equates to one every nine days. Only eight of those required a second alarm response because we were able to respond quickly and with enough firefighters to extinguish the fire before it grew. In addition to house fires there are nearly a dozen high rise buildings in this City many of which house senior citizens and fires in these building require a minimum of two engines to fight. Closing an engine essentially eliminates our ability to fight fires in these buildings. We must remember that having a functional and properly operating Fire Department is an insurance policy that City residents pay into and rely on. At the end of 2019 when the City laid off sixteen firefighters we were insured our shifts would remain at a minimum of ten so we carried on and did our jobs the best we could even though those layoffs caused a major strain in our department. Injuries on the job are a risk for firefighters and they are unavoidable, however, when the workforce is reduced fewer bodies have to assume the same physical burden resulting in more time off and an increase in overtime to fill those absences. These reductions are not the solution to trim the City's Budget and he is holding him to his word of maintaining the shift minimum. He feels this is a bad idea. When this was tried back in the 1970's the Fire Department was reduced to one engine and one ladder and insurance rates went through the roof, property losses increased and firefighter injuries soared. The City then restored the second engine company and determined that two engines, one ladder and ten personnel were the bare minimum. As a resident he does not wish to continue living in a city that does not learn from its mistakes. If the Manager would like to find ways to reduce overtime, he can sit down with the Union and bargain in good faith to find a solution together as the contract has expired.

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 thanked everyone for coming out tonight. As our Mayor stated earlier, yesterday was National Law Enforcement Day so he thanked our Officers for the brave job they do. In regard to the lights we are aware of some of the lights that need to be fixed and we are working on reclaiming our lights from Central Hudson. For now he encouraged everyone to call Central Hudson when a light is out. On Taxicabs in general he is more in favor of public mass transportation, however, we have to make sure that when we raise the fee that it's not impacting the people who need that transportation. It's important that we get involved with local elections including the Board of Education and that we ask questions and demand transparency and accountability. He encouraged everyone to either run for office or vote for the people they are supporting so please get involved in local elections. He said that he is a Union member and he supports Unions. He encouraged the men in the Fire Department to work with their Fire Chief and for the Fire Chief to work with our City Manager which is the proper process. As Mayor Harvey stated we do not run the day to day operations as that is up to our City Manager. He believes we have to do a better job with communication and when the public has questions he would encourage them to ask.

Councilwoman Martinez thanked the Fire Department for their service which is well appreciated. Someone spoke earlier and mentioned scheduling a meeting to go visit the fire house which she is more than happy to do. It is her understanding that no staff is being cut and the proposal just reallocates the fire employees to utilize one engine and one ladder so she reiterated what was said about speaking with the Fire Chief and the City Manager. She wanted to touch base on the Taxi Association and would like to have a conversation with a live translator to make sure that everyone is participating and that they feel comfortable regardless of what their first language is. To piggy back on Councilman Grice on being and advocate for public transportation, Renee made great points earlier on improving our public transportation which is something she would like to explore and continue to talk about.

Councilwoman Monteverde thanked everyone for coming out tonight. As commented earlier she agrees that our transportation system does suck so we need to talk to the County Legislators and Assemblymen and they need to hear us. We have been discussing transportation for a very long time but it falls on deaf ears so we need to make it a priority this year to really do something and not just talk about it. On the Taxi situation it's hard for her to understand how they can afford to live on the fees they are charging with the cost of living and taxi registration fees. We need to prioritize and look at these fees to make sure that they are reasonable and fair for the taxi drivers and also that it makes sense for the City of Newburgh. She supports revisiting that and increasing the fees as soon as we can so please be patient. She agrees with Ms. Martinez that we should have an interpreter here too. She added that everyone should spread the word about Booster Clinics because COVID19, Delta and Omicron are spreading like wildfire in the City of Newburgh. We want to make sure that we are keeping our residents safe but it's getting bad out there so please spread the word. There will be a Booster Clinic at SUNY Orange on Grand Street

this Friday, January 14th and it's also posted on the City's Website. The Water Assistance Program is also listed on the Website and she is going to make sure that the constituents in her Ward hear about that and the Housing Assistance Fund for people who are suffering and affected by the Pandemic so there is help out there. She told the Firemen she appreciates the hard work that they do to keep us safe. It's a very difficult job but sitting on this side of the table we are tasked with making sure that we are being fiscally responsible. We voted to have this Forensic Audit done and the data is there so they will have to come to the table and meet with the City Manager to meet halfway. She understands they are angry and that they have a hard job to do but we have a hard job to do as well so let's be civil. She is willing to hear them out but the data and the numbers are there.

Councilman Shakur had no comments.

Councilman Sklarz said it's important to remember that this is a staffing deployment issue and not a staffing reduction. We have had a long standing problem of uncontrolled expenditures in overtime and even when we had additional staff with the SAFER Grant the spending continued to be way over budget. It only makes sense to carefully review how we are deploying available staff and take into consideration that thankfully less than five percent of the NFD activity is involved in fighting fires. In conjunction with the City Manager the Council directed that an independent audit on fire and police services be performed. Among the many recommendations made it included the redeployment being discussed tonight. It only makes sense for us to carefully consider those recommendations made by this independent observer. His family lost everything in a fire many years ago so he has personally experienced that devastation and has always had the utmost respect for the work firefighters perform. We need to carefully look at ways to manage all of our services within our available Budget and he is in favor of having serious discussions between the parties on finding ways to reduce overtime.

Councilwoman Sofokles said if you look at the window of her office it's all about first responders. If they hadn't responded as quickly as they did to the building on Broadway where her tax office is she would have lost that building. She reads all of the emails and agrees that O'Connor Davies are not firefighters but our City Manager is very confident and he understands numbers. Years ago the Fire Department used to do Code inspections and we could make a lot of revenue that way because our Codes Department has not been very strong in recent years. As Councilman Sklarz said we are not laying off it's a deployment. She understands this is not a good thing but our City Manager and the Chief need to meet because we don't want this but we have to cut the overtime and be fiscally responsible. It's really not our decision. We can speak on it to be transparent but she feels our services are the most important things in this City so we have been trying to come up with ideas. Tim has many great ideas and he is right about the insurance rates going up too when you have ladders down. She doesn't know too much about it but she has been reading everything and trying to learn so she thinks we need to have a meeting of the minds. She added that we have to work on the taxicabs too but the City Manager has a handle on that. They have to get registered and she wouldn't let six or seven people pile in to a cab for just \$5.00. It should be a dollar a head or something to make revenue.

Mayor Harvey thanked everyone for being here tonight. He never speaks negatively about the work that firefighters and police officers do and he is not going to tolerate any

disrespect. *"If anyone has a comment that is going to be disrespectful to me or this Council, I am going to respectfully ask you to leave now or you will be escorted out by the Police Department"*. In 2019 we had to make tough decisions about 2020 to lay off firefighters and when that happened we asked our City Manager to hire a new Fire Chief and it was the Fire Chief's responsibility to come up with innovative and creative ideas on how to get this overtime down. In 2020 when the State of New York was in a shutdown, record breaking numbers of overtime was put in for 1.7 million dollars. If we look at the ten year and twenty year data, the Fire Department has never gone over maybe 1.1 million at the most. When we had the SAFER Grant we had nine extra firefighters and the overtime was still reaching over one million dollars per year. We have the numbers. Kippy Boyle made a great comment earlier when she said we need solutions. We asked our new Fire Chief a year ago to work with our new City Manager to come up with creative and innovative ways to deal with this overtime. 1.7 million dollars in 2020 and we haven't gotten to 2021 yet but those numbers are coming in too. 1.7 million dollars will bankrupt our City and it is our fiduciary responsibility not to do that and it's not fair to have an increase in tax burdens on the homeowners and business owners in this City. We have to work diligently and collaboratively to get the overtime down. Every firefighter on each team works a twenty-four hour rotating shift so that's one day on and three days off which is an estimated seven days per month. When we look at the staffing it has to be innovative and creative to get that overtime down. The City Manager is going to give a wonderful presentation where there was a compromise made before we came into this meeting. This is not to reduce or cut firefighters and we are not laying anyone off in 2022 so there is no reason for the fear mongering on social media or all of this hoopla. Our City Manager is a mathematician and an expert with numbers so they have asked him respectfully to meet with the Fire Chief because the Fire Chief's super objective was to be innovative and creative with the overtime expenditures. We called for and paid for an audit and the auditors gave us recommendations for a solution. In closing, if any firefighter here has a better solution than the City Manager then please give him those solutions because this problem has to be fixed and the City residents will not go bankrupt under our watch. If anyone has a better solution than the presentation you are going to here we welcome it. He added that the City Council does not manage the City. We legislate and rule on policies but we do not manage the City. Anytime you bring personnel matters to the City Council you are asking us to step out of our lane and into the City Manager's lane. That is his lane and that's why he was hired to manage the City.

City Manager, Todd Venning noted that some comments were made about lights so he reminded everyone to call DPW with a pole number and they will get someone out to fix it. Regarding translation we do have the equipment but need to hire a translator and CDBG would cover some of that. He announced that we have a new Code Compliance Supervisor here with us and a Press Release was issued earlier today. Charlotte Mountain was a former Building Inspector for Cold Spring and she is excited to be here with us. On the fire changes he said he met with the Fire Chief on this as early as today and this is a summary of where we are at. Currently the City has six apparatuses with four engines and two ladder trucks. Generally speaking under the current operations we operate two engines and one ladder which is three apparatuses of the six. It can go higher or lower but that's just generally speaking. We have three fire personnel per apparatus overseen by one Assistant Fire Chief and the change is as follows: On your initial or first alarm if all ten personnel scheduled to work are present, we are going to continue to operate the three apparatuses. If we have less than ten, we are going to operate two apparatuses; one engine

and one ladder maintaining at least three personnel per apparatus. It's at least three personnel per apparatus because if nine are working a shift and you are operating two apparatuses you are going to end up with four per apparatus instead of three. It's still going to be overseen by one Assistant Fire Chief and the third apparatus will still be utilized in the event of a fire known as a second or third alarm. This operational change will help to balance the City's response against the need. Things to note: On second or third alarms anytime there is an actual fire we will continue to utilize three apparatuses and we will still utilize three apparatuses when we have a full shift because we are not reducing the number of employees or the number of people per shift. There is no closure to any fire house and there is no retiring of any apparatus. All apparatus will still leave from the same locations so there should be no change to the initial response time, however, there could obviously be a change to the secondary response time if that second engine is activated. The Fire Department remains twenty-four seven and the shifts of the members, which are scheduled a year in advance, do not change as a result of what we are doing. The shifts are not changing, the number of people assigned to the shift initially is not changing and the number of staff is not changing. This is not a staff reduction and the staffing study data shows that we have the current staffing levels to support these proposed changes. As was mentioned, in 2019 and 2020 fires accounted for four percent of all activity which is not meant to diminish the fires that have happened but we need to balance the ninety-six percent of the time that the current staff allocation is not necessary. As far as calling back for overtime this will generally address overtime by allowing the Fire Chief to call back if we drop below seven instead of the current practice which calls back if we drop below ten. That call back practice is happening even if no fires occur so there is an added additional expense we are incurring that we are trying to balance off. To summarize for the public this is not a reduction in staff it's a change to two things. First it's a change to the number of apparatuses we will use for anything other than a second or third alarm only if a shift falls below ten members. If ten members are assigned and ten members show up then the Chief is operating three apparatuses. Secondly it's a change to how we call back for overtime. This change is being presented based on the audit findings and the executive staff's own analysis of the data presented. He clarified that the staffing study did include retired fire personnel and unlike a layoff if this doesn't work we can always change it back. This not an irreversible action or a staff reduction but we need to provide that flexibility and see if this has a desirable outcome. The change does provide flexibility for the City and for the Fire Department in the event of a second or third alarm so we can balance the time. Speaking to some of the comments he heard from the public and the Mayor overtime in 2021 did reach 1.7 million and we are the only paid career Fire Department in the immediate area. Prior Fire Chiefs have not produced a single coherent plan to significantly reduce overtime. As was mentioned it's not as simple as just increasing the number of firefighters to reduce overtime because if that was the case we would have done that already. The numbers as presented by prior fire administration illustrate that if we had fifteen more bodies then overtime would go to zero. We had fifteen more bodies in 2019 and overtime was over a million so that is factually not true. We are still going to work with the Fire Chief and keep working together because this is an ongoing thing that will be monitored and adjustments can be made as needed. This change will take effect on Saturday, January 15th to give the Chief time for scheduling.

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

CITY MANAGER'S REPORT

Resolution No. 1 - 2022 - License and Access Agreement with New York State Office of Parks, Recreation and Historic Preservation

Councilwoman Sofokles moved and Councilman Grice seconded.

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

Adopted

Resolution No. 2 - 2022 - Amended Contract with New England Waste Services of ME / dba Casella Organics for Sludge Disposal at the WWTP

Councilman Shakur moved and Councilwoman Sofokles seconded.

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

Adopted

Resolution No. 3 - 2022 - Proposal with Wright-Pierce for Additional Sampling in the Wastewater Collection System

Councilman Shakur moved and Councilman Grice seconded.

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

Adopted

Resolution No. 4 - 2022 - Award of Bid No. 18.21 Removal of Underground Storage Tank at 125-129 Grand Street

Councilman Shakur moved and Giselle Martinez seconded.

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

Adopted

Resolution No. 5 - 2022 - Executive Order for RP-467 & 459-c

Giselle Martinez moved and Councilman Shakur seconded.

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

Adopted

Resolution No. 6 - 2022 - Payment Collection Policy/Procedure City Collector's Office.

Councilwoman Sofokles moved and Councilwoman Monteverde seconded.

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

Adopted

Resolution No. 7 - 2022 - 30 Dubois Street - Satisfaction of Mortgage

Giselle Martinez moved and Councilwoman Monteverde seconded.

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

Adopted

Resolution No. 8 - 2022 - Purchase Proposal for Water Street, Parcel B

Councilwoman Monteverde said that when this was first proposed you had to go out to look at it which we all did and went through the process. It's going to be tight but hopefully it will work out for this business.

Councilman Grice encouraged any developer to go through the process. Arts could have gone on that property but in his opinion this is the best use of this property for that business. It will put it back on the tax rolls and increase the property value. He encouraged that business, and they agreed, to put some local artists in there as well as some other community benefits.

Councilman Shakur said it was never about the business. It was about the process and how it was brought to us because there was a possibility that it was Urban Renewal land. He wants to make sure we have a process to make sure that everyone is held accountable to what happened to that land and the people who suffered.

Mayor Harvey thanked his colleagues on the City Council for their due diligence and for making sure that the process was done correctly. He also thanked Allie Church and the Planning Department for all of their work as well as the City Manager and the executive staff. He thanked everyone involved for their due diligence.

Councilman Shakur moved and Councilman Grice seconded.

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

Adopted

Resolution No. 9 - 2022 - 24 Washington Place - Release of Restrictive Covenants

Councilwoman Monteverde moved and Councilwoman Sofokles seconded.

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

Adopted

Resolution No. 10 - 2022 - 232 South William Street - Partial Release of Restrictive Covenants

Councilwoman Sofokles moved and Councilman Shakur seconded.

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

Adopted

Resolution No. 11 - 2022 - Amending 2022 personnel book

Councilwoman Sofokles moved and Councilman Grice seconded.

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

Adopted

Resolution No. 12 - 2022 - Letter of Support for Orange County Arts Council U.S. Economic Development Administration (EDA) Good Jobs Challenge Grant Application

Councilwoman Monteverde moved and Councilman Shakur seconded.

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

Adopted

Resolution No. 13 - 2022 - Authorizing a Payment of Claim

Councilman Grice moved and Councilman Shakur seconded.

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

Adopted

NEW BUSINESS

Councilman Grice congratulated Ms. Mountain on being here with us but one of the things that he has been looking at closely is our fine structure. He knows that Mr. Garrison has some ideas on our fine structure so we should put together some kind of small committee or something to really look at it. The way it is now when we think about the trash that's on Broadway and some of the other places our fine structure doesn't work quickly enough or with enough teeth to get done what we need to get done. Let's look to see if his ideas are legal or what other hurdles are involved because we want and will get a clean City especially in our corridor areas.

Councilwoman Monteverde thanked Councilman Grice as she has had several discussion about the garbage this past week. She was contacted by several business owners and people living in the community about how it's very sad and difficult to see the City when you are coming up Broadway with all of the garbage. We have to do something to educate and communicate to our community to pick up your garbage and put it in a garbage can. Why can't we do that? We would all like to live in a clean city so let's do whatever we can to prioritize this and change that mentality because we have to keep our City clean.

Councilwoman Sofokles said she cleans up in front of her business so it's also the responsibility of the business owners to clean in front of their businesses. It's a big problem and it's embarrassing to see the garbage piled up when you drive up or down Broadway so they should be getting fined. If you give them a couple of fines then maybe they will learn how to recycle. We had a recycling program years ago that started to get pretty good but then it kind of fell off the wayside so we have been talking about doing that again. She has been recycling since the 80's and it's important because Broadway looks terrible and we are trying to bring new people here. She added that they have been asked to name a street after the Youngblood's, who were the first African American homeowners in the City of Newburgh and they have now met the protocol. The reason they have been putting it off is because they haven't done the street yet for Bishop Woody's nephew, L. D. Williams, but since Spring is coming maybe we can that rolling again.

Mayor Harvey said L. D. Williams is already approved and Bishop Woody has been asking for a date so we have to coordinate with Mr. Garrison and his team. He added that he would also like to explore if and when we can officially declare Crystal Lake as an official Park of the City of Newburgh.

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

OLD BUSINESS

There was no old business to discuss.

FURTHER COMMENTS FROM THE COUNCIL

Councilman Grice thanked everyone who stayed and for their comments. He reiterated to please reach out and ask us what we are thinking because he is glad to share. He thanked Mayor Harvey for coordinating with the State, because we had to go around the County, for some free At-Home COVID Tests. It was a well-run program and we handed out about eleven hundred tests. He welcomed Ms. Mountain and noted that most of the problems we have are code related so she has a big task ahead of her but he has some ideas so he thinks they should meet about that. He is happy she is here and looks forward to her leadership in that very important department.

Councilwoman Martinez thanked everyone who came to this first meeting of the year. She appreciates the warm welcome from everyone and congratulated Ms. Mountain on her new position. She is very excited to be here as it was a long year of campaigning but now she is on this side of the table. If anyone wishes to speak with her she is fully transparent and encourages email. Her information will be updated on the City Website and she is in the process of setting up new office space so she welcomes visitors.

Councilwoman Monteverde thanked the Mayor again for yesterday and for working to make sure we got those COVID Test Kits. He had to pull a lot of strings to get them but it was really fantastic. Hopefully we will continue to do that because people are already asking for them again. She also wanted to thank her family for their support and patience with her being on the City Council. The last four years were challenging and difficult but she could not have gotten through it without the support of this Council. We are a great team and we may not always agree on everything but at the end of the day we work it out and respect each other. She also thanked the City staff for their dedication and commitment because they are an inspiration to her. We wouldn't be this far along with progress if it wasn't for their hard work and dedication so she looks forward to the next four years. Hopefully we can continue to be transparent while making very difficult decisions to be fiscally responsible and do what the residents expect of them and elected them to do.

Councilman Shakur said it's 2022 so Happy New Year to everyone and thanks for coming out. He thanked the Mayor for getting the tests from the State but noted that the County got seventeen thousand COVID tests last week and didn't give Newburgh one.

Councilman Sklarz added his thanks for yesterday's event where they handed out eleven hundred test kits and masks to the people in Newburgh who needed them the most. He attended an event last week announcing that the Governor signed the Emerging Contaminants Bill into law. This Bill introduced by Senator Skoufis adds further protection to our water supply for current and future generations. He thanked Senator Skoufis for his continued efforts and thanked Wayne and his staff for keeping our drinking water safe. Since our last Council meeting Senator Skoufis and Assemblyman Jacobson announced the final funding needed for the completion of the Lake Street Bridge on Route 32. That temporary bridge has been there for nine years so construction will begin in the spring and it will finally be completed in 2022. It has been three years since he has been on this Council and he wanted to thank the people he met along the way. He is continuously impressed by the hard work and dedication of the City staff because he has seen them out

there every day and often throughout the night doing what needs to be done. *"Thank you for your service."* One of the things he enjoys the most about being on the Council is providing services to his constituents. He receives calls from citizens asking for Stop Signs to be installed, for the creation of Handicapped Parking Spaces and for help in resolving issues related to property and building code compliance. The many citizens he did not know before being on the Council have encouraged him to continue to serve them. Here is to the next four years as he truly feels that the work they do will benefit our residents for many years to come.

Councilwoman Sofokles said that when we didn't get any of the COVID kits from the County the Mayor made a call to the Governor's Office and the next day received eleven hundred kits that were given out to the citizens of Newburgh. She thanked the staff too because they are awesome and she is proud to work with this Council. We work really hard and a lot has been happening because our hearts are in this City.

Mayor Harvey welcomed Charlotte Mountain again as our new City Code Supervisor and said that as Councilman Grice mentioned she has a tall task but a lot of support and help. He gave a shout out to Mr. Vradenburgh and Jason Morris for what they do in the Water and Engineering Departments as well as George Garrison in DPW. There was a water main break on Broadway and Liberty recently when we had an arctic chill but they worked for about ten to twelve hours in that weather to fix it. It was one of the coldest days we have had this year so it took a lot of gusto to be out there working on that but he is sure that the residents and the businesses that feed into that water main were appreciative. He congratulated Councilmembers Monteverde, Sklarz, Martinez and Sofokles on their swearing in tonight and said he is grateful to be part of this team. He believes we have an A team with our City staff, department leaders, residents and business owners. It takes a village to do what we do and we might not all agree on everything and have bumps in the road with some difficult decisions to make but we can have disagreements without being disrespectful. We can have disagreements with civility, honor and the courtesy that every human being deserves. Even when we disagree we do not have to be disagreeable or nasty with each other. The City of Newburgh is a tough City but we love tough too and we are all working for the same goal which is to make this City the best city in America and the World.

ADJOURNMENT

There being no further business to come before the Council the meeting adjourned at 9:15 p.m.

**LORENE VITEK
CITY CLERK**

RESOLUTION NO.: 1 - 2022

OF

JANUARY 10, 2022

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A
LICENSE AND ACCESS AGREEMENT WITH THE NEW YORK STATE OFFICE OF
PARKS, RECREATION AND HISTORIC PRESERVATION
AND ITS CONTRACTED AGENTS
TO ALLOW ACCESS TO CITY OWNED PROPERTY FOR THE PURPOSE OF
REMOVING A FAILING RETAINING WALL LOCATED ALONG COLDEN STREET**

WHEREAS, New York State Office of Parks, Recreation and Historic Preservation ("NYSOPRHP") represents the State of New York and the Palisades Interstate Park Commission, which own real property known as Washington's Headquarters, a New York State Historic Site, located at 80 Liberty Street and 1 Lafayette Street, and described as Section 40, Block 4, Lot 1 and Section 40, Block 1, Lot 1, respectively, on the official Tax Map of the City of Newburgh ("State Property"); and

WHEREAS, NYSOPRHP proposes to remove a retaining wall located on the State Property along the west side of Colden Street south of the intersection of Lafayette Street in the City of Newburgh and the proposed removal project includes demolishing a concrete and bluestone staircase connected to the retaining wall and located on City property north of the retaining wall ("City Property"); and

WHEREAS, for the purpose of the removal of the retaining wall on the State Property and the demolition of the staircase on the City Property (the "Project"), NYSOPRHP requires access to and permission work on the City Property; and

WHEREAS, the City agrees to provide access to NYSOPRHP to the City Property for the purpose of the staircase removal in connection with the Project, subject to the conditions provided within the attached agreement; and

WHEREAS, this Council has reviewed the attached agreement and has determined that entering into the same is in the best interests of the City of Newburgh and its further development;

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 License and Access Agreement, the same form annexed hereto, with New York State Office of Parks, Recreation and Historic Preservation and its contracted agents to allow them access to City owned property in connection with the removal of the retaining wall on the State Property and the demolition of the staircase on the City Property.

LICENSE AND ACCESS AGREEMENT

This License and Access Agreement ("Agreement") is entered into this ____ day of _____, 202__ (the "Execution Date"), by and between the City of Newburgh, New York (the "City" or the "Licensor"), a New York State municipal corporation, having an address of 83 Broadway, Newburgh, New York 12550 and the New York State Office of Parks, Recreation and Historic Preservation (the "Licensee"), a New York State agency, having an address of _____, collectively referred to herein as the "Parties".

WHEREAS, the Licensee represents the State of New York and the Palisades Interstate Park Commission, which own real property known as Washington's Headquarters, a New York State Historic Site, located at 80 Liberty Street and 1 Lafayette Street, and described as Section 40, Block 4, Lot 1 and Section 40, Block 1, Lot 1, respectively, on the official Tax Map of the City of Newburgh (herein referred to as the "State Property"); and

WHEREAS, the Licensee proposes to remove a retaining wall located on the State Property along the west side of Colden Street south of the intersection of Lafayette Street in the City of Newburgh and the proposed removal project includes demolishing a concrete and bluestone staircase connected to the retaining wall and located on City property north of the retaining wall (herein referred to as the "City Property"); and

WHEREAS, for the purpose of the removal of the retaining wall on the State Property and the demolition of the staircase on the City Property (the "Project"), the Licensee requires access to the City Property and the City agrees to provide access to the Licensee to the City Property, subject to the conditions provide below, to allow the Licensee to perform the retaining wall and staircase removal.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties agree as follows:

1. Right of Access. For the length of this Agreement, Licensor grants to Licensee, in accordance with the terms set forth below, a license to enter upon, access, and otherwise use, the City Property solely for the purpose of completing the demolition of the concrete and bluestone staircase in connection with the removal of the retaining wall (the "Right of Access"). Licensee's Right of Access applies to Licensee's employees, contractors, sub-contractors and consultants as may be necessary to complete the Project. The Right of Access does not constitute a grant of any ownership, leasehold, easement, or other property interest whatsoever in any portion of the Property.
2. Term. This Agreement shall commence on execution and expire and terminate on the earlier of (a) the completion of the Project by the Licensee or (b) no later than 1 year from the Execution Date, unless modified by the Parties as set forth in Section 11 of this Agreement.

3. Activities to be Performed on the City Property. In order to complete the Project, Licensee's activities will include, but will not be limited to, (a) demolition of the concrete and bluestone staircase, and (b) City Property restoration (collectively, the "Activities").

4. Conditions of Access.

- 4.1 Minimum Disturbance. Reasonable wear and tear expected, Licensee shall carry out all Activities with all reasonable measures to avoid damage to Licensor owned sewer, electrical, and communication utilities as well as any other features located directly adjacent to the State Property. Licensee shall carry out all Activities with all reasonable measures to avoid accident, damage or harm to persons or property.

- 4.2 Hours of Access. Licensee agrees to include contract language in all construction documents and specifications that require all contractors and subcontractors to carry out construction related activities during the hours permitted in City Code Section 139-10 Time of Operations, unless otherwise authorized in advance by Licensor in writing.

- 4.3 Licensor Access. Licensor reserves the right to be present and to monitor construction related activities, through employees or other agents, and otherwise access the City Property during the length of this Agreement. Licensor shall have the ability to issue a stop work order if any ongoing or proposed work presents a threat to the City's infrastructure.

- 4.4 Release of Liability for Environmental Contamination. Licensee shall release the Licensor of any responsibility for environmental contamination caused or found on the State Property. All costs associated with soil removal and/or cleanup activities shall be fully identified in the Project plans, appropriately remediated during the Project construction phase, and funded by the Project budget. Furthermore, Licensee agrees to comply with all current environmental regulations related to soil disturbances, disposal criteria, erosion & sediment control, and agrees in general to follow all best management practices while operating on the City Property.

- 4.5 Dig Safely NY 811. Licensee agrees to require that all contractors and subcontractors strictly adhere to the requirements of Dig Safely New York 811 for utility markouts on the City Property. Licensee further represents that they will incur all costs associated with any required private markouts as necessary to locate underground utilities within the excavated area or the construction/material staging area, and shall maintain such utility markouts for the duration of the Project. Licensee shall require, and provide proof to the Licensor, that all excavation contractors on the Project are Dig Safely New York 811 Certified Excavator.

- 4.6 Construction Performance Bond. Licensee shall require the construction contractor to provide a performance bond in the amount of the construction project. Licensee shall not allow any reductions to the performance bond without first consulting with the Licensor. Licensee shall require the construction contractor to provide an

additional performance bond for the amount of the construction on City property with the Licensors named on that bond.

4.7 Approval of Plans. Licensee shall submit draft plans and specifications for approval by the Licensors prior to submission for agency approval or award of construction. Licensee shall incorporate all comments from Licensors into the revised plans for agency approval. Plans shall clearly show the location of construction access roads, staging areas, existing utilities, existing and proposed topography, existing property boundaries, stockpiles areas, erosion & sediment control measures and shall include all applicable construction details necessary to construct the project. Licensors shall return all comments to Licensee within 30 days of receipt of plans and specifications.

4.8 Restoration. Upon completion of the Project, Licensee will restore the City Property as near as practicable to its condition immediately prior to the commencement of the Project. All soil disturbances and embankment slopes shall be stabilized. Licensee agrees to require the construction contractor to include restoration costs for the City Property in the required performance bond to be provided by the construction contractor awarded the project. Licensee shall not release final payment to the construction contractor without consulting the Licensors.

5. Insurance.

5.1. Licensee shall not permit any contractor or subcontractor to commence or perform work nor operate machinery under this Agreement until it has obtained all insurance required under this Section 5 and such insurance has been submitted to the Licensors.

5.2. Workers' Compensation and Disability Benefits Insurance – Licensee shall require all contractors and sub-contractors to take out and maintain during the life of this agreement such Workers' Compensation and Disability Benefits Insurance for its employees or members to be assigned to the work hereunder as may be required by New York State Law.

5.3. General Liability and Property Damage Insurance – Licensee shall require all contractors and subcontractors to take out and maintain during the life of this agreement such general liability and property damage insurance as shall protect it and the City which shall be named as additional insured on all such policies from claims for damages for personal injury including accidental death, as well as from claims for property damage, which may arise from operations under this agreement in an amount not less than \$1,000,000.00 for injuries including wrongful death to any one person and subject to the same limit for each person, and property damage in an amount not less than \$2,000,000.00 on account of any one occurrence. Licensee shall furnish the above insurance to the Licensors and shall also name the Licensors as an additional named insured in said policies. Such insurance shall be maintained in force during the entire term of this Agreement.

5.4. Licensee may retain certain employees, agents, contractors and consultants to perform the subject work. In the contract by which Licensee retains such agents, contractors and consultants, Licensee and such agents, contractors and consultants shall provide and maintain insurances as required by this Section and include the City of Newburgh as additional insured under insurance coverage concerning Licensee's performance of the work referenced herein.

6. Compliance with Laws. Licensee shall comply with federal, state and local laws applicable to any activity in which Licensee engages while Licensee is on the City Property.

7. Representations.

7.1 Licensor.

- (a) In consideration of the commitments and obligations made by the Parties in this Agreement, Licensor represents that it has received payment in the amount of one (1) dollar as of the Execution Date.
- (b) Licensor represents that it has the power and authority to grant the License and Right of Access described in this Agreement. Licensor further represents that it will make every reasonable effort to inform and schedule all contractors, sub-contractors and consultants that may be contracted by the Licensor to perform any future maintenance or Capital infrastructure work on the City Property, so as to avoid or minimize interference with the Project.
- (c) Licensor represents and ensures that Licensee will have access to cross over and stage equipment in designated equipment staging areas on the Property for the purposes set forth in this Agreement. If equipment and material staging areas are required, such areas shall be clearly defined on the plans for the Project and such locations shall be given prior written approval by the Licensor before the mobilization of any contractors or sub-contractors to the Property. In no case shall any equipment or material block access to any infrastructure (i.e. manholes, gates, access hatches, valves, etc.) owned or controlled by the Licensor.

7.2 Licensee. Licensee represents that it has the power and authority to enter into this Agreement. Licensee further represents that it has received permission from New York State to complete the Project contemplated in this Agreement. Licensee further represents that it has fully executed access agreements over all other lands as necessary to gain access to the City Property, and such access agreements shall be maintained for the duration of this Agreement.

8. Assignment and Delegation. Licensee may not assign its rights or delegate its duties under this Agreement without the prior written consent of Licensor.

9. Sale, Lease, or Other Conveyance of City Property. Licenser agrees that if any portion of Licenser's right, title, or interest in any portion of the City Property is sold, leased, or conveyed, that Licensee's Right of Access and all other obligations and commitments of the Parties as established by this Agreement, shall be included in or attached to the deed, lease, or other conveyance document. Licenser agrees that Licensee's Right of Access shall be binding upon all subsequent owners. If, for any reason, Licenser fails to include Licensee's Right of Access in a subsequent sale, lease, or other conveyance of any part of the Property, then Section 10 of this Agreement shall be void and of no further force and effect.
10. Indemnity. Licensee agrees to indemnify and hold harmless the Licenser from any and all claims, damages, suits, actions, proceedings, losses and expenses, including those claims arising from environmental contamination as set forth in paragraph 4.4 (collectively, referred to as "claims") which may be incurred or awarded against the Licenser or its designated representative arising from the access granted to Licensee and its designated representatives. Said indemnification includes all costs of defense of any action brought against the Licenser or its designated representative. Licensee may agree to retain counsel of its choosing to handle the defense of such action. Before any settlement may be agreed upon by Licensee, it will submit the proposed settlement to the Licenser for its concurrence. Licenser agrees to provide all litigation papers to the Licensee. Excepted from this indemnification are claims arising from any intentional tortious or grossly negligent act of the Licenser or its designated representative or any claim unrelated to the access granted to Licensee and its designated representatives. The indemnification obligations contained in this paragraph shall survive this Agreement.
11. Modification of Agreement. This Agreement may be supplemented, amended, or modified only by the mutual agreement of both Parties. No supplement, amendment, or modification of this Agreement shall be binding unless it is in writing and signed by the Parties.
12. Termination. Licenser may terminate this Agreement at any time with 10 days' written notice to Licensee. If Licenser exercises its right to terminate, Licenser agrees that it will hold harmless Licensee for removal of, in a reasonable manner and time, persons or property that were present for purposes of the Project in accordance with this Agreement.
13. General Provisions.
 - 13.1 Waiver. No waiver by either party of any failure to comply with this Agreement shall be deemed a waiver of any other or subsequent failure to so comply.
 - 13.2 Severability. If any provision of this Agreement or its application to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or its application to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each provision of this Agreement shall be valid and enforceable as permitted by law.

13.3 Entire Agreement. This Agreement, together with Exhibit A, represents the full, complete and entire agreement between the Parties with respect to the subject matter hereof. There are no other understandings, oral or written, related to the subject matter of this Agreement.

13.4 Governing Law. This Agreement and the rights and obligations hereunder shall be construed in accordance with, and be governed by, the laws of the State of New York.

IN WITNESS WHEREOF, the Parties have caused their duly authorized representatives to execute this Agreement as of the Execution Date.

WITNESSETH:

THE CITY OF NEWBURGH
LICENSOR

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

THE PEOPLE OF THE STATE OF NEW YORK Acting by
and through the Commissioner of Parks, Recreation and
Historic Preservation
LICENSEE

By: _____

Approved as to form:

MICHELLE KELSON, Corporation Counsel

RYAN CIANCANELLI, Acting City Comptroller

Remainder of this page intentionally left blank/Schedule A to follow

Schedule A – Project Plans

RESOLUTION NO.: 2 - 2022

OF

JANUARY 10, 2022

**A RESOLUTION TO AUTHORIZE A CONTRACT AMENDMENT WITH
NEW ENGLAND WASTE SERVICES OF ME, INC.
D/B/A CASELLA ORGANICS
FOR DEWATERED SLUDGE DISPOSAL SERVICES AT THE CITY OF NEWBURGH
WASTE WATER TREATMENT PLANT AT A UNIT COST OF \$126.00 PER WET TON**

WHEREAS, by Resolution No. 365-2018 of December 10, 2018, the City Council of the City of Newburgh awarded a bid to, and authorized the City Manager to execute a contract with, New England Waste Services of ME, Inc. for the amount of \$94.40 per wet ton for dewatered sludge disposal services at the City of Newburgh waste water treatment plant; and

WHEREAS, New England Waste Services of ME, Inc. intended to terminate the contract on December 31, 2021 but has offered a contract extension to provide the City with continued services to February 28, 2022, in order for the City to address the source of radiological isotopes found in the sludge and issue a new procurement; and

WHEREAS, funding for the contract amendment at a unit cost of \$126.00 per wet ton shall be derived from G.8130.0448.0007 Sludge/Grit Disposal; and

WHEREAS, the City Council finds that executing contract amendment with New England Waste Services of ME, Inc. d/b/a Casella Organics is in the best interests of the City of Newburgh;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the City Manager be and he hereby is authorized to execute a contract with, New England Waste Services of ME, Inc. d/b/a Casella Organics in the amount of \$126.00 per wet ton for dewatered sludge disposal services at the City of Newburgh waste water treatment plant.



EVENT RESIDUALS MANAGEMENT AGREEMENT

The City of Newburgh (hereinafter "Customer") hereby enters into an Agreement with New England Waste Services of Maine, Inc. d/b/a Casella (hereinafter "Contractor") with offices at 110 Main Street Suite 1308 Saco, ME 04072, whereby Contractor agrees to collect, transport and dispose of all acceptable, non-hazardous sludge ("Residuals") meeting the quality standard outlined below from Customer's Wastewater Pollution Control Facility, located at 2 Renwick Street, Newburgh, New York, (the "Plant") to a Casella owned or operated Landfill such as the Ontario County Landfill in Stanley, NY (the "Facility"). The Term of this Agreement shall end on February 28th, 2022 (End Date), provided that the term shall automatically extend for additional 60 day terms baring notice of termination given by either Customer or Contractor at least 14 days before the End Date. Upon signature of this Agreement by Authorized Agents of both the Customer and Contractor, this document will serve as a binding Agreement between Customer and Contractor.

The Agreement shall be in accordance with the following terms and conditions:

- 1. General.** Contractor will use reasonable commercial efforts to collect Residuals at the Plant and transport and dispose of Residuals at the Facility, according to a schedule (the "Schedule"). The Schedule for removal of Residuals shall be prepared by Contractor in consultation with the Customer and mutually agreed at least one week in advance. All proposed changes to the Schedule will be requested by the Customer directly to the Contractor. Contractor will remove Residuals from the Plant pursuant to the Schedule. Unless otherwise mutually agreed, service is provided during the business hours 5AM-3PM Monday – Friday, exclusive of holidays.
- 2. Transportation.** For removal of Residuals from the Plant, the Contractor will provide and utilize the appropriate collection container(s) ("Containers").
- 3. Loading, Load Size and Minimum Load.** Customer will load Contractor's Containers evenly, to the level specified by Contractor. All loads will be filled to a minimum amount of 32 tons per load (the "Minimum Load"). All loads will be weighed on a certified scale at the Facility. At the discretion of the Contractor, the Minimum Load quantities may be adjusted to accommodate Contractor's operating requirements or legal requirements. Customer is responsible for not exceeding the maximum legal loads as designated by the Contractor.
- 4. Residuals Analyses.** Customer will pay for all laboratory analysis of Residuals (including sampling and sample shipment costs) as required by regulation for the uses contemplated in this Agreement, including those required by the Facility's permits.
- 5. Price.** Customer will compensate Contractor at the rate of \$126.00 per wet ton of Residuals removed, inclusive of transportation to the Facility. All Rates herein are exclusive of taxes incurred by the Contractor to perform this Agreement. Customer is solely responsible for payment of all applicable taxes.
- 6. Delays at the Plant.** When Contractor transports Residuals, loading and departure times of greater than forty-five (45) minutes at Plant shall be billed to Customer at ninety-five dollars (\$120.00) per hour, provided that Contractor does not cause such delays.
- 7. Minimum Load Charge.** A charge will be made for the Minimum Load at the above rates for the minimum volumes (tons or yards) in the event that Customer fails to provide the Minimum Load, as specified herein.
- 8. Payment Terms and Credit Approval.** Contractor's payment terms are net thirty (30) days and Customer will be responsible for paying a late fee on the unpaid balance. Such late fee shall be assessed monthly, beginning on the date of invoice, at the maximum rate allowed by applicable law or eighteen percent (18%) per year, whichever is less.

9. **Quality Standard.** Customer warrants that the Residuals identified in this Agreement and supplied to the Contractor are not classified as, nor contaminated by toxic materials or hazardous waste under United States Environmental Protection Agency (USEPA) and/or any other applicable laws & regulations, including but not limited to, state laws and regulations. Customer will provide Residuals that are not frozen and are free of any trash, free of excessive malodors, hazardous waste, or other debris and are a minimum of 20% solids. Customer is responsible for providing Residuals that are free from excessive malodors. Residuals that cause malodors during transport or at the Facility are Non-Conforming Waste per section 9. Customer will ensure that malodors will be addressed during Service. Customer may be required to install, operate, and maintain a system to introduce odor neutralizing compounds if the residuals contain excessive malodors. Together the above provisions constitute the "Quality Standard." All materials generated at the Plant that fail to meet this Quality Standard shall be called "Non-Conforming Waste". Contractor has the right to refuse any Non-Conforming Waste in its sole discretion.
10. **Quantities.** Customer will provide to Contractor all Residuals generated at the Plant during the Event.
11. **Utilization Options.** Contractor retains the option, but not the obligation, to use the Residuals for purposes and in a manner other than those specified above, in accordance with applicable regulations.
12. **Title.** Title to Residuals shall pass to Contractor when Contractor or its subcontractors remove Residuals from the Plant, or in the case where Contractor does not provide transportation, title to Residuals shall pass to the Contractor upon receipt at the Facility. Title to and legal responsibility and liability for Non-Conforming Waste shall, at all times, remain with Customer.

13. STANDARD TERMS AND CONDITIONS

Standard Terms and Conditions are attached as Exhibit A and are incorporated herein.

Executed and agreed as of the day and year last written below.

Authorized Agent for Contractor
New England Waste Services of ME, Inc.
d/b/a Casella

By: _____

(signature)

Name: Robert Cappadona

Title: Vice President

Date: _____

Authorized Agent for Customer
City of Newburgh, NY

By: _____

(signature)

Name: _____

Title: _____

Date: _____

EXHIBIT A: STANDARD TERMS AND CONDITIONS

Notices. All notices to be given under this Agreement shall be in writing and delivered personally, or shall be mailed by U.S. Express, registered or certified mail, return receipt requested or an overnight service with receipt as follows:

New England Waste Services of ME, Inc
d/b/a Casella Organics
755 Banfield Road, Suite 201
Portsmouth, NH 03801

With a copy to
Casella Waste Systems, Inc.
25 Greens Hill Lane
Rutland, VT 05701
Attn: Office of General Counsel

PARTY 2

City of Newburgh
Newburgh City Hall
83 Broadway
Newburgh, NY 12550

Governing Law. This Agreement and any issues arising hereunder or relating hereto shall be governed by and construed in accordance with the laws of the state in which services are being performed except for conflicts of laws provisions that would apply the substantive law of another state.

Venue. The Parties agree that all actions or proceedings arising in connection with this agreement shall be tried and litigated only in the state and federal courts having jurisdiction over Orange County, New York.

Limitation of Liability. Neither party shall be liable to the other for special, incidental, exemplary, punitive or consequential damages including without limitation loss of use, loss of profits or revenues, or cost of substitute or re-performed services, suffered, asserted or alleged by either party or any third party arising from or relating to this Agreement, regardless of whether those damages are claimed under contract, warranty, indemnity, tort or any other theory at law or in equity.

Disclaimer of Joint Venture, Partnership, and Agency. This Agreement shall not be interpreted or construed to create an association, joint venture, or partnership between the parties or to impose any partnership obligation or liability upon either party. Neither party shall have any right, power or authority to enter into any agreement or undertaking for, or act on behalf of, or to act as or be an agent of representative of, or to otherwise bind, the other party.

Force Majeure.

a. "Force Majeure" means shall mean any act, event or condition materially and adversely affecting the ability of a party to perform or comply with any material obligation, duty or agreement required under this Agreement, if such act, event, or condition is beyond the reasonable control of the nonperforming party or its agents relying thereon, is not the result of the willful or negligent action, inaction or fault of the party relying thereon, and the nonperforming party has been unable to avoid or overcome the act, event or condition by the exercise of due diligence, including, without limitation: (i) an act of God, epidemic, landslide, lightning, earthquake, fire, explosion, storm, flood or similar occurrence; (ii) an act of public enemy, war, blockage, insurrection, riot, general unrest or restraint of government and people, civil disturbance or disobedience, sabotage, act of terrorism or similar occurrence; (iii) a strike, work slowdown, or similar industrial or labor action; (iv) an order or judgment (including without limitation a temporary restraining order, temporary injunction, preliminary injunction, permanent injunction, or cease and desist order) or other act of any federal, state, county or local court, administrative agency or governmental office or body which prevents a party's obligations as contemplated by this Agreement; or (v) adoption or change (including a change in interpretation or enforcement) of any federal, state or local law after the Effective Date of this Agreement, preventing performance of or compliance with the obligations hereunder.

b. Neither party shall be liable to the other for damages without limitation (including liquidated damages) if such party's performance is delayed or prevented due to an event of Force Majeure. In such event, the affected party shall promptly notify the other of the event of Force Majeure and its likely duration. During the continuation of the Force Majeure Event, the nonperforming party shall (i) exercise commercially reasonable efforts to mitigate or limit damages to the performing party; (ii) exercise commercially reasonable due diligence to overcome the Force Majeure event; (iii) to the extent it is able, continue to perform its obligations under this Agreement; and (iv) cause the suspension of performance to be of no greater scope and no longer duration than the Force Majeure event requires.

c. In the event of a delay in either party's performance of its obligation hereunder for more than sixty (60) days due to a Force Majeure, the other party may, at any time thereafter, terminate this Agreement.

Representations and Warranties of Authority. Each party represents and warrants to the other that:

a. it is duly qualified to do business and is in good standing in every jurisdiction in which this Agreement requires its performance; b. it has full power and authority to execute, deliver and perform its obligations under this Agreement; c. the execution, delivery and performance of this Agreement have been duly and validly authorized by all necessary action by such party; and d. the execution and delivery of this Agreement by such party and the performance of the terms, covenants and conditions contained herein will not violate the articles of incorporation or by-laws of such party, or any order of a court or arbitrator, and will not conflict with and will not constitute a material breach of, or default under, the provisions of any material contract by which either party is bound. These warranties shall survive the expiration or termination of this Agreement.

Termination. This Agreement may be terminated

- a. by both parties upon mutual written agreement; or
- b. immediately upon notice by either party in the event that any of the representations and warranties contained in this Agreement are shown to be untrue; or
- c. by either party in the event of a failure by the other party to perform a material obligation as follows (a "Default"): If the Default has not been cured by the defaulting party within thirty (30) days from receipt of notice from the non-defaulting party, the non-defaulting party may (i) terminate this Agreement immediately upon notice, or (ii) agree in writing that the defaulting party is diligently pursuing a cure, and extend the cure period at its sole discretion, subject to immediate termination upon notice.

Insurance. The parties represent that they now carry, and will continue during the term of this Agreement to carry, Worker's Compensation Insurance in no less than the applicable statutory minimums, and Comprehensive General Liability Insurance and Automobile Insurance in Combined Single Limits of no less than \$1,000,000.

Confidential Information. The parties will protect and hold in strictest confidence all confidential information of the other party. Confidential information may be of a scientific, technical or business nature and includes, without limitation, source and object codes, specifications, drawings, diagrams, schematics, reports, studies, customer and supplier lists, customer service requirements, costs of providing services, operating costs, pricing structures, price lists and policies, budgets, projections, bids, financial reports and condition, business prospects and plans, financing materials, training programs and manuals, business opportunities, business development and bidding techniques, and sales and marketing programs, materials, plans, and strategies. Confidential Information may be in written, taped, electronic or other form.

Entire Agreement. It is understood and agreed that all understandings and agreements heretofore had between and parties thereto are merged in this Agreement, which alone fully and completely expresses their agreement and contains all of the terms agreed upon between the parties with respect to the subject matter of this Agreement, and that this Agreement is entered into after full investigation, neither party relying upon any statement or representation, not embodied in this Agreement, made by the other. All exhibits, schedules and other attachments are a part of this Agreement and the contents thereof are incorporated herein by reference.

Amendment. This Agreement may not be amended, modified or supplemented, except in writing and signed by the parties.

Non-Waiver. No waiver by any party to this Agreement of any failure or refusal by the other party to comply with its obligations shall be deemed a waiver of any other or subsequent failure or refusal to so comply. No waiver by either Party of any right or remedy hereunder shall be valid unless the same shall be in writing and signed by the Party giving such waiver. No waiver by either Party with respect to any default, misrepresentation, or breach of warranty or covenant hereunder shall be deemed to extend to any prior or subsequent default, misrepresentation, or breach of warranty or covenant hereunder or affect in any way any rights arising by virtue of any prior or subsequent such occurrence.

Severability; Modification Required By Law. If any term or provision of this Agreement shall be found by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable, the same shall not affect the other terms or provisions thereof or hereof or the whole of this Agreement, but such term or provision shall be deemed modified to the extent necessary in the court's opinion to render such term or provision enforceable, and the rights and obligations of the parties shall be construed and enforced accordingly, preserving to the fullest permissible extent the intent and agreement of the parties herein set forth.

Successors and Assigns. This Agreement and all of the provisions thereof and hereof shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns.

Assignment. Neither this Agreement nor any of the rights, interests, obligations, and remedies hereunder shall be assigned by either party, including by operation of law, without the prior written consent of the other, such consent to not be unreasonably withheld, conditioned or delayed, except (1) to its parents, subsidiaries and affiliates, (2) at its expense to a person, firm, or corporation acquiring all or substantially all of the business and assets of the assigning party provided that the assignee assumes the obligations of the assigning party arising hereunder from and after the date of acquisition, and (3) as security to entities

providing financing for the assigning party or for any of its affiliates or for construction, reconstruction, modification, replacement or operation of any of the facilities of the assigning party or its parents, subsidiaries or affiliates.

Construction. This Agreement and its exhibits and schedules are the result of negotiations between the parties and have been reviewed by all parties. Accordingly, this Agreement will be deemed to be the product of the parties thereto and no ambiguity will be construed in favor of or against any party.

No Third Party Beneficiaries. Nothing in this Agreement, express or implied, is intended to confer upon any third party any rights, remedies, obligations, or liabilities under or by reason of this Agreement, except as expressly provided in this Agreement.

No Brokers. The parties agree that they have entered into this Agreement without the benefit or assistance of any brokers, and each party agrees to indemnify, defend and hold the other harmless from any and all costs, expenses, losses or liabilities arising out of any claim by any person or entity that such person or entity acted as or was retained by the indemnifying party as a finder or broker with respect to the transactions described herein.

Further Acts. Each party agrees to perform any further acts and to execute, acknowledge, and deliver any documents which may be reasonably necessary to carry out the provisions of this Agreement.

Counterparts. This Agreement may be executed in one or more counterparts, each of which will be deemed an original, but which together will constitute one and the same instrument.

Disputes. If a claim or dispute arises out of this Agreement or its performance, the parties agree to endeavor in good faith to resolve it equitably through negotiation, or if that fails, through non-binding mediation under the rules of the American Arbitration Association, before having recourse to the courts. However, prior to or during negotiation or mediation, either party may initiate litigation that would otherwise become barred by a statute of limitations.

Indemnification. The parties agree to indemnify, save harmless and defend each other from and against any and all liabilities, claims, penalties, forfeitures, suits and the costs and expenses incident thereto which may incur after the Effective Date of this Agreement, become responsible for, or pay out as a result of death or bodily injury to any person, destruction or damage to any property, contamination of or adverse effects to the environment, or any violation of laws or regulations, as a result of any negligent or willful act or omission by any of its agents, employees or subcontractors in the performance of this Agreement.

Compliance with Law. The parties agree to comply at all times with all applicable federal, state, and local laws, by-laws, ordinances rules and regulations.

RESOLUTION NO.: 3 - 2022

OF

JANUARY 10, 2022

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO ACCEPT A PROPOSAL
AND EXECUTE A CONTRACT WITH
WRIGHT-PIERCE ENGINEERING ASSOCIATES P.C.
FOR ADDITIONAL PROFESSIONAL ENGINEERING SERVICES AT THE
WASTEWATER TREATMENT PLANT AT A COST OF \$29,900.00**

WHEREAS, the United States Environmental Protection Agency ("EPA") inspected the City of Newburgh Wastewater Treatment Plant ("WWTP") and found violations of regulations issued under the Clean Water Act in the City's Industrial Pretreatment Program ("IPP") and issued an Administrative Compliance Order requiring the City to complete certain work to bring the IPP into compliance with applicable regulations; and

WHEREAS, the EPA Administrative Compliance Order requires the City to recalculate the local limits allowed to the four permitted Industrial Users under the City's State Pollutant Discharge Elimination System (SPDES) permit and to review and update its Sewer Use Ordinance (SUO) and Enforcement Response Plan (ERP) to meet the EPA's regulations; and

WHEREAS, the City solicited proposals from qualified professional engineering firms to develop appropriate local limits and assist in updating the SUO and ERP in accordance with EPA requirements and by Resolution No. 68-2021 of April 12, 2021, the City Council authorized the City Manager to execute a contract with Wright-Pierce Engineering Associates P.C. at a cost of \$132,800.00 to bring the City's WWTP into compliance with applicable regulations under the terms of the EPA Administrative Compliance Order; and

WHEREAS, during the work to update the City's IPP, radiological isotopes of unknown origin were identified in the sludge hauled from the WWTP; and

WHEREAS, Wright-Pierce Engineering Associates P.C. has submitted a proposal to provide additional sampling services to determine the general location of radiological isotopes discharged within the collection system at a cost of \$29,900.00 which shall be derived from G.8130.0448.0003; and

WHEREAS, this Council has determined that accepting a proposal and entering into a contract with Wright-Pierce Engineering Associates P.C. for the additional sampling services is in the best interests of the City of Newburgh;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the City Manager be and he hereby is authorized to accept the proposal and execute a contract for additional sampling services in the wastewater collection system with Wright-Pierce Engineering Associates P.C. at a cost of \$29,900.00 for compliance with applicable regulations as required by the terms of the EPA Administrative Compliance Order.

December 13, 2021

Mr. Chad Wade
Assistant City Engineer
83 Broadway
Newburgh, New York 12550

SUBJECT: Professional Engineering Services
Contract Amendment

Dear Mr. Wade,

We are pleased to submit this proposal for professional engineering services to provide four (4) additional days of sampling and analysis to identify Iodine-131 within the collection system in addition to past work completed as part of the IWS survey. Our proposal associated with the sampling event is as follows.

Project Understanding

The City of Newburgh operates a 9-million gallon per day wastewater treatment plant (WWTP) that serves the City of Newburgh and portions of the Town of Newburgh. Treated effluent from the Newburgh WWTP is discharged to the Hudson River under a State Pollutant Discharge Elimination System (SPDES) permit. The City administers an EPA-approved Industrial Pretreatment Program (IPP) as a condition of the SPDES discharge permit. The City's IPP currently includes four permitted Industrial Users, three within the City and one in the Town of Newburgh. In response to a 2018 EPA audit of the City's IPP, the City is currently under an administrative compliance order and is required to recalculate technically based local limits. This work is currently underway.

During the initial phases of the work to update the City's IPP it was determined that radiological isotopes have been identified in the sludge that Cassela waste hauls for the City. The origin of these isotopes, particularly Iodine-131 (I-131), is unknown. The purpose of this proposal is to provide additional sampling days specifically identified to determine the general location of radiological isotopes discharged within the collection system. The following is our proposed scope of work.

Proposed Scope of Work

Task 1 – Additional Sampling

1. Envirospec Engineering, PLLC will perform up to four (4) 24-hour composite sampling events to determine the general area in which I-131 is discharged within the Town and/or City collection system. Composite samplers will be located at the Dix Avenue Pump Station, the Town siphon chamber and two interceptor locations selected by the City. It is assumed that these locations will not require work zone safety or traffic control. Samples will not be taken during wet weather events.

12/13/2021

Mr. Chad Wade

Page 2 of 3

2. Each of the samples collected will be analyzed by an ELAP approved lab for I-131. Exact concentrations will not be reported as the half-life of I-131 is approximately eight days and will decrease between the sampling event and analysis.

Task 2 – Technical Memorandum

1. Prepare a draft technical memorandum summarizing the results of the wastewater sampling events. The memorandum will include figures identifying sampling locations and indicate which locations were positive for I-131.
2. Submit the draft technical memorandum to the City for review. WP will revise the memorandum based on one set of comments from the City. A final technical memorandum will be submitted to the City for your records.

Task 3 – Additional IWS Survey Work

1. During the work for the IWS WP spent significant time following up due to the lack of responsiveness from businesses within the City. Additionally, WP contacted and followed up with Town users that was above and beyond what was included in our original scope of work.
2. Perform additional IWS survey work to finalize received data and summarize in a draft technical memorandum.

Proposed Scope Assumptions

The following assumptions have been made in preparing this proposal to clarify our understanding of the work required:

- Additional sampling events at more specific areas/industries can be provided following completion of the technical memorandum.

12/13/2021

Mr. Chad Wade

Page 3 of 3

Professional Fee

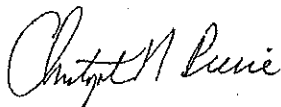
WP agrees to perform the scope of services contained in this proposal for the fee presented in the table below. If this proposal is acceptable, Wright-Pierce will perform these services as an Additional Service under the terms and conditions of our current Agreement dated April 19, 2021 upon receiving written authorization from the City.

TASKS	WPEC Labor	Expenses	Total Fee
1. Additional Sampling and Analysis	\$1,700	\$15,000	\$16,700
2. Technical Memorandum	\$3,500	\$0	\$3,500
3. Additional IWS Survey Work	\$9,700	\$0	\$9,700
Total			\$ 29,900

We appreciate the opportunity to work with the City on this important project. If you have any questions regarding this proposal, please do not hesitate to contact us.

Sincerely,

WRIGHT-PIERCE



Christopher Pierce, PE
Principal-in-Charge
chris.pierce@wright-pierce.com
860.852.1950



Kevin Hickey, PE, BCEE
Senior Project Manager
kevin.hickey@wright-pierce.com
cell: 518.527.5428

RESOLUTION NO.: 4 - 2022

OF

JANUARY 10, 2022

**A RESOLUTION TO AUTHORIZE THE AWARD OF A BID AND THE EXECUTION
OF A CONTRACT WITH PAPITTO CONSTRUCTION COMPANY, INC.
FOR THE REMOVAL OF AN UNDERGROUND PETROLEUM STORAGE TANK
AT CITY OWNED PROPERTY LOCATED AT 125-129 GRAND STREET
IN THE AMOUNT OF \$89,650.00**

WHEREAS, the City of Newburgh has duly advertised for bids for the removal of an underground petroleum storage tank at City owned property located at 125-129 Grand Street; and

WHEREAS, bids have been duly received and opened; and

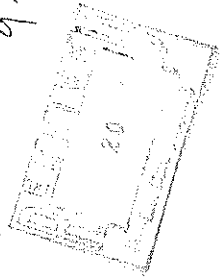
WHEREAS, upon such review of the submitted bids it has been determined that the lowest responsible bidder is Papitto Construction Company, Inc.; and

WHEREAS, funding for such project shall be derived from the 2020 Bond Budget Code H1.1120.0208.0000.2020; and

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the bid for the removal of an underground petroleum storage tank at City owned property located at 125-129 Grand Street be and is hereby awarded to Papitto Construction Company, Inc. in the amount of \$89,650.00, and that the City Manager be and he is hereby authorized to enter into a contract for such work in this amount.

PAPITTO CONSTRUCTION CO., INC.
867 FAIR STREET
CARMEL, NY 10512

RV
9:23 AM
12/20/2021



City of Newburgh Comptroller's Office
City Hall, City of Newburgh
83 Broadway - 4th Floor
Newburgh, New York 12550
Attn: City Comptroller

Bid #18.21 - Removal of One (1) Underground Storage
Tank located at 125-129 Grand Street

Bid Due: 11:00 a.m.

MONDAY DEC. 20, 2021

RESOLUTION NO.: 5 -2022

OF

JANUARY 10, 2022

**A RESOLUTION AUTHORIZING THE ASSESSOR TO GRANT
LIMITED INCOME EXEMPTIONS PURSUANT TO
NEW YORK STATE REAL PROPERTY TAX LAW SECTION 459-C AND SECTION 467
TO SENIORS AND INDIVIDUALS WITH DISABILITIES
ON THE 2022 ASSESSMENT ROLL PURSUANT TO EXECUTIVE ORDER 11.1**

WHEREAS, on November 26, 2021, Governor Kathy Hochul issued Executive Order No. 11, declaring a State disaster emergency for the entire State of New York due to the COVID-19 pandemic; and

WHEREAS, the State disaster emergency has affected municipal services and rendered many seniors and individuals with disabilities unable to file their real property tax exemption applications in person due to health and safety restrictions and lack the ability to file said exemption applications on-line; and

WHEREAS, in recognition of the above problems caused by the pandemic, Governor Hochul issued Executive Order No. 11.1 on December 26, 2021, thereby extending Executive Order No. 11 and suspending and modifying Subdivisions 7, 7-a and 8 of section 459-c of the Real Property Tax Law, and subdivisions 5, 5-a, 5-b, 5-c and 6 of section 467 of the Real Property Tax Law, authorizing the governing body of an assessing unit to adopt a resolution directing the assessor to grant exemptions pursuant to such sections on the 2022 assessment roll to all property owners who received that exemption on the 2021 assessment roll, thereby dispensing with the need for renewal applications from such persons, and further dispensing with the requirement for assessors to mail renewal applications to such persons; and

WHEREAS, Executive Order 11.1 further allows the governing body of said assessing unit in such resolution, at its option, to include procedures by which its assessor may require a renewal application to be filed if she or he has reason to believe that an owner who qualified for the exemption on the 2021 assessment roll may have since changed his or her primary residence, added another owner to the deed, transferred the property to a new owner or died; and

WHEREAS, the City Council of the City of Newburgh finds that adopting a Resolution consistent with Executive Order 11.1 directing the Assessor to grant exemptions on the 2022 assessment roll to all eligible senior citizens and individuals with disabilities with limited income, and granting the Assessor the authority to require renewal applications for due cause utilizing procedures outlined below, is in the best interests of the City of Newburgh and its residents;

NOW THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that pursuant to the authority granted by Executive Order No. 11.1, issued by the Governor of the State of New York that the Assessor be and hereby is directed as follows:

1. Grant exemptions on the 2022 assessment roll to all individuals who received the senior exemption on the 2021 assessment roll and all individuals who received an exemption on the 2021 assessment roll because they were recognized as a person with disabilities and limited income, at the same amount received on the 2021 assessment roll and dispense with the need for any such individuals to file renewal applications for such exemptions, except that
2. Any such individual may file a renewal application, which the Assessor must make available by postal mail or electronic means, if they determine their income has changed in a manner that would grant them a greater exemption than what was present on the 2021 assessment roll; and
3. The Assessor may, in her sole discretion, require a renewal application to be timely filed if she has reason to believe that any such individual, who qualified for the aforementioned exemption on the 2021 assessment roll, may have since changed their primary residence, added another owner to the deed for the relevant property, transferred such property to a new owner, or died; and
4. If the Assessor requires such renewal application be filed or if any eligible individual wishes to file a renewal application, the Assessor shall provide a copy of the application, with written instructions on how to file same, by regular mail without requiring anyone to file in person, which shall include instructions for contacting the Assessor's office to accomplish filing by alternate means, which may be by mail or by making an appointment to drop same off at City Hall, located at 83 Broadway, Newburgh, New York 12550.

RESOLUTION NO.: 6 - 2022

OF

JANUARY 10, 2022

**A RESOLUTION ADOPTING THE CITY OF NEWBURGH
CITY COLLECTOR'S OFFICE PAYMENT COLLECTION POLICY AND PROCEDURE**

BE IT RESOLVED, that the City Council of the City of Newburgh, New York hereby adopts the City of Newburgh City Collector's Office Payment Collection Policy and Procedure, a copy of which is attached hereto and made a part of this Resolution; and

BE IT FURTHER RESOLVED, that this Policy shall take effect immediately upon adoption by the City Council.



CITY OF NEWBURGH

Office of the City Manager

83 Broadway, Newburgh, New York 12550

(845) 569-7301/Fax (845) 569-7370

Todd Venning, City Manager

tvenning@cityofnewburgh-ny.gov

Date: January 10, 2022

To: Mayor Harvey & City Council

From: Todd Venning, City Manager
Ryan Ciancanelli, Acting City Comptroller
Vickiana Demora, City Collector

Re: Payment Collection Policy – City Collector’s Office

I. PURPOSE

The purpose of this memorandum is to set forth the policies and procedures for the collection of payments within the City Collector’s Office. The City Collector’s Office receives payments in a variety of formats. Cash is the most liquid asset and the most susceptible to loss if not properly controlled. Cash is handled daily within the City Collector’s Office by all cashiers. Strong internal controls are necessary to prevent any mishandlings of cash and protect employees from inappropriate charges of mishandling funds. This information should be used to provide staff with the tools to facilitate the establishment of strong internal controls related to cash handling and other forms of payment received in the City Collector’s Office.

The collection and control of cash is centralized in one location; however, each cashier has their own register. As a result, each register is handled by one individual cashier. Cash handling procedures shall be followed in the collection, recording, safekeeping and depositing of the City of Newburgh’s funds.

This information has been developed to bring employees in compliance with Newburgh’s cash collection policy and protocols. These procedures must be followed to ensure compliance with the City’s most liquid assets, and to protect employees and the City from alleged negligence.

Cashiers are responsible for making sure they have a current copy of these procedures. Changes in the City’s cash handling policies and procedures may be made periodically and will be communicated by E-mail and written policy will be updated and issued annually. The most current copy of the cash handling procedure is located in the Comptroller’s Office. The information herein supersedes all previous cash handling procedures.

II. HOW TO COLLECT CASH

1. Cash must be handled in view of the customer until the transaction is complete.
2. Review every bill with a counterfeit bill detector pen or run bills through the counterfeit detector machine. A counterfeit pen can be obtained from the Comptroller's Office if you do not have one.
3. When giving change, bills should always be counted back to the customer.
4. All cash received must be placed in the cash drawer and verified prior to the start of the next transaction.
5. Non US currency and coins (Canadian) cannot be accepted.

III. HOW TO COLLECT CHECKS

Checks are made payable to the *City of Newburgh*. The account number or bill number must be written on the memo line of the check. This information is helpful in the event the check is returned from the bank as non-sufficient funds.

Every check must be reviewed for completeness as follows:

1. Checks must be made payable to City of Newburgh.
2. Checks must be for the exact amount of transaction only.
3. Verify the numerical and written amount numbers match.
4. Verify that the date of with check is within 90 days of the collection date. Checks may not be held for future deposit.
5. Verify the account holder's name, address and phone number is included on the check.
6. Verify the check is signed by the account holder.
7. Verify the check has a bank name listed and that the routing number, bank account number and check number are encoded on the bottom edge of the check.

Checks Not Accepted:

- Checks drawn on foreign banks
- Checks issued in foreign currency
- Third Party checks
- Post-dated checks
- Traveler's checks

IV. HOW TO COLLECT CREDIT CARD PAYMENTS

1. Credit card payment are processed through Municipipay or RMC pay (parking). The account number or bill number must be entered as the reference number in Municipipay.
2. All credit card payments processed on-site must have the physical credit card along with the ID of the individual. The ID must match the name on the credit card.

3. After a credit card payment has been processed, two (2) copies of the receipt must be printed. One (1) copy is for the resident and the other should be attached to the payment stub.

V. COLLECTION PROCESS

Cashiers employed by the City Collector's department will be responsible for the collection and safeguarding of cash collected within the department.

1. At the beginning of the shift, the employee will count their cash register and confirm there is a \$300 starting balance. Any discrepancies from the \$300 starting balance must be reported to the Tax Collector immediately.
2. Cashiers will collect payments from customers as each designated bill states. Partial payments are only accepted for water/sewer and sanitation bills. Cash must be handled in view of the customer until the transaction is complete.
3. Receipts must be issued for cash, credit cards and checks received in person. This is for the cashier's protection as well as the customer. A receipt is to be issued immediately when a transaction is complete.

Once the transaction is complete and all funds have been collected, receipts are issued by printing a copy of the bill and stamping it as paid and including the method of payment.

If you do not have the ability to print receipts, a receipt book must be used and should include the following information:

- Date
- Amount paid and type of payment
- Name of individual paying
- Description/billing or account number
- Printed name of the cashier issuing the receipt

Give the payer the original copy of the receipt and the carbon copy will remain in the book. If you void the receipt, keep it in the book. **DO NOT THROW IT OUT.** ALL duplicate copies of the receipt book should be intact. Do not rip out any of the duplicate receipts from the book.

4. The cashier will update and log each transaction in the City's financial software. KVS is the software used to collect City & County taxes, delinquent taxes, delinquent school taxes and IPA payments. iCis is the software used to collect water, sewer and sanitation payments.
 - a. During the higher peak periods (such as a Due Date), each cashier must log each cash transaction instantly, any check or credit card payments may be posted by the end of the day

5. The cashier shall place any amounts collected into their individual drawers. If more room is needed than what is available in the drawer, the money must be secured in the cashier's individual money bags and placed in the safe.
6. At the end of the cashier's shift, all funds collected must be reconciled against the payment ledger and \$300 must be the ending balance left in their drawer. Any discrepancies from the \$300 ending balance must be reported to the City Collector immediately.
7. Cashiers must compile their day end packet for the City Collector or Senior Cashier to verify.
8. After verification, the Senior Cashier or Tax Collector will place all funds collected in the safe and deliver to either TD Bank or Key Bank for deposit.

VI. COLLECTIONS FOR DELINQUENT TAX PAYMENTS

1. All current billings must be paid in full with certified funds prior to paying liens.
2. If a property has more than one lien, all liens must be paid at the same time with certified funds. Liens cannot be paid one lien at a time.
3. Once liens are paid, certificates of redemption must be created and signed by the Director of Finance. The original signed certificate must be sent to the Orange County Clerk. A copy must be mailed to the property owner and also filed with the City of Newburgh.

RESOLUTION NO.: 7 - 2022

OF

JANUARY 10, 2022

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A
SATISFACTION IN CONNECTION WITH A MORTGAGE ISSUED TO
YVONNE GARRIQUES and DEVON FLAVIUS
FOR PREMISES LOCATED AT 30 DUBOIS STREET (SECTION 30, BLOCK 1, LOT 42)**

WHEREAS, by Resolution No.: 233-2015 of September 14, 2015, this Council authorized the conveyance of real property known as 30 Dubois Street, more accurately described as Section 30, Block 1, Lot 42 on the official tax map of the City of Newburgh, to Yvonne Garriques and Devon Flavius, subject to certain terms and conditions; and

WHEREAS, Paragraph 4 of said Terms and Conditions of Sale provided that the City, as seller, hold a Purchase Money First Mortgage and Note for the balance of the purchase price; and

WHEREAS, said Note and Mortgage were executed by the mortgagor on November 9, 2015; and

WHEREAS, the terms of the mortgage instrument have been satisfied by the mortgagor, and the issuance of a Satisfaction of Mortgage, a copy of which is annexed hereto, is necessary and appropriate; and

WHEREAS, this Council has determined that executing said Satisfaction 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 execute the attached Satisfaction in connection with a mortgage issued to Yvonne Garriques and Devon Flavius for premises located at 30 Dubois Street (Section 30, Block 1, Lot 42).

SATISFACTION OF MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, THAT

The City of Newburgh, a municipal corporation with a principal place of business at 83 Broadway, City Hall, Newburgh, New York 12550;

Does hereby certify that the following mortgage is paid, and does hereby consent that the same be discharged of record:

MORTGAGE bearing the date of November 9, 2015, made by Yvonne Garriques and Devon Flavius to the City of Newburgh, given to secure payment of the principal sum of THIRTY-NINE THOUSAND SEVEN HUNDRED EIGHTY AND 28/100 (\$39,780.28) Dollars, and duly recorded in the Orange County Clerk's Office on February 22, 2016 in Liber 14012 at page 953;

which mortgage has not been further assigned of record.

Dated: January _____, 2022

CITY OF NEWBURGH

By: _____
Todd Venning, City Manager
Per Resolution No.: _____-2022

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

On the _____ day of _____, 2022, 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 person upon behalf of which the individual acted, executed the instrument.

Notary Public

RECORD & RETURN TO:

RESOLUTION NO.: 8 - 2022

OF

JANUARY 10, 2022

**A RESOLUTION TO AUTHORIZE THE CONVEYANCE OF VACANT REAL PROPERTY
AT PRIVATE SALE TO WEST SHORE HUDSON LLC
FOR THE AMOUNT OF \$21,500.00**

WHEREAS, the City of Newburgh desires to sell a parcel of vacant real property unidentified on the official tax map of the City of Newburgh, said parcel being adjacent to a parcel of real property known as 27 South Water Street, being more accurately described as Section 31, Block 5, Lot 8.1 on the official tax map of the City of Newburgh; and

WHEREAS, the owners of 27 South Water Street, West Shore Hudson LLC (by Nicolas DiBrizzi and Nick Citera), have offered to purchase the vacant real property adjacent to 27 South Water Street; and

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

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the sale of the following property to the West Shore Hudson LLC be and hereby is confirmed and the City Manager is authorized and directed to execute and deliver a quitclaim deed to said purchasers upon receipt of the amount of \$21,500.00 in money order, good certified or bank check, made payable to the City of Newburgh, such sum to be paid on or before April 8, 2022, being approximately ninety (90) days from the date of this resolution; and

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

Terms and Conditions Sale Vacant Real Property Adjacent to 27 South Water Street (No SBL)

STANDARD TERMS:

1. All real property, including any buildings thereon, is sold "AS IS" and without any representation or warranty whatsoever as to the condition or title, and subject to: (a) any state of facts an accurate survey or personal inspection of the premises would disclose; (b) applicable zoning/land use/building regulations; (c) water and sewer assessments are the responsibility of the purchaser, whether they are received or not; (d) easements, covenants, conditions and rights-of-way of record existing at the time of the levy of the tax, the non-payment of which resulted in the tax sale in which City of Newburgh acquired title; and (e) for purposes of taxation, the purchaser shall be deemed to be the owner prior to the next applicable taxable status date after the date of sale.
2. Not applicable.
3. **WARNING: FAILURE TO COMPLY WITH THE TERMS OF THIS PARAGRAPH MAY RESULT IN YOUR LOSS OF THE PROPERTY AFTER PURCHASE.** The deed will contain provisions stating that the purchaser is required to merge the subject property with the property known as 27 South Water Street (Section 31-5-8.1) into one (1) tax lot within six (6) months of taking title to the subject property. The deed shall include this provision as a Restrictive Covenant. If the purchaser has not complied with this provision, then title to the property shall revert to the City of Newburgh.
4. All purchasers are advised to personally inspect the premises and to examine title to the premises prior to the date upon which the sale is scheduled to take place. Upon delivery of the quitclaim deed by the City of Newburgh to the successful purchaser, any and all claims with respect to title to the premises are merged in the deed and do not survive.
5. No personal property is included in the sale of any of the parcels owned by City of Newburgh, unless the former owner or occupant has abandoned same. The disposition of any personal property located on any parcel sold shall be the sole responsibility of the purchaser following the closing of sale.
6. The City makes no representation, express or implied, as to the condition of any property, warranty of title, or as to the suitability of any for any particular use or occupancy. Property may contain paint or other similar surface coating material containing lead. Purchaser shall be responsible for the correction of such conditions when required by applicable law. Property also may contain other environmental hazards. Purchaser shall be responsible for ascertaining and investigating such conditions prior to bidding. Purchaser shall be responsible for investigating and ascertaining from the City Building Inspector's records the legal permitted use of any property prior to closing. Purchaser acknowledges receivership of the pamphlet entitled "Protecting Your Family from Lead in Your Home." Purchaser also acknowledges that he/she has had the opportunity to conduct a risk assessment or inspection of the premises for the presence of lead-based paint, lead-based paint hazards or mold.
7. The entire purchase price and all closing costs/fees must be paid by money order or guaranteed funds to the City of Newburgh Comptroller's Office by the date listed in the approved City Council Resolution, notwithstanding any extensions of time granted pursuant to terms contained herein ("Closing Deadline"). Such closing costs/fees may include, but are not limited to: recording fees, tax adjustments as of the day of closing, fuel oil adjustments, and applicable condominium charges (e.g. monthly maintenance charges, assessment charges, transfer buy-in fees, and/or closing package ordering fees). *The City of Newburgh does not accept credit card payments for the purchase price and closing costs/fees.* **The City is not required to send notice of acceptance or any other notice to a purchaser.** At closing, purchaser, as grantee, may take title as a natural person or as an entity wherein purchaser is an officer or managing member of said entity. If purchaser takes title as an entity, purchaser must provide an affidavit listing all of the members or shareholders of said entity, their

addresses, their phone numbers, and their percentage ownership stake in the entity. Purchaser must have at least a fifty-one (51%) ownership stake in said entity in order for said entity to take title.

8. The City Manager may, in his sole discretion and for good cause shown, grant one extension of time to close title of up to, but not to exceed, sixty (60) additional days from the Closing Deadline. No request shall be entertained unless in writing, stating the reasons therefor, and unless accompanied by a fee of \$250.00 per parcel for which a request is submitted. The fee shall be in addition to all other fees and deposits and shall not be credited against the purchase price and shall not be returnable. Any additional request made thereafter shall be made in writing and placed before the City Council for its consideration.
9. In the event that a sale is cancelled by court order, judgment, the Comptroller or the Newburgh City Council, the purchaser shall be entitled only to a refund of the purchase money paid. Purchaser agrees that he shall not be entitled to special or consequential damages, attorney's fees, reimbursement for any expenses incurred as a result of ownership, improvements of property, or for taxes paid during period of ownership, and this agreement by the purchaser is a material condition of the sale.
10. Sale shall be final, absolute and without recourse once title is conveyed on the actual day of closing. In no event, shall City of Newburgh be or become liable for any defects in title for any cause whatsoever, and no claim, demand or suit of any nature shall exist in favor of the purchaser, his heirs, successors or assigns, against City of Newburgh arising from this sale.
11. Conveyance shall be by quitclaim deed only, containing a description of the property as it appeared on the tax roll for the year upon which the City acquired title or as corrected up to date of deed. The deed will be recorded by the City upon payment in full of the purchase price, tax reimbursements, buyer's premium (if applicable), and closing fees/costs. Possession of property is forbidden until the deed is recorded conveying title to the purchaser. **Title vests upon conveyance of deed.**
12. Upon closing, the City shall deliver a quitclaim deed conveying all of its right, title and interest in the subject property, which deed shall be drawn by the City Corporation Counsel. The City shall not convey its interest in any street, water, sewer or drainage easement, or any other interest the City may have in the property. The City shall only convey that interest obtained by the City pursuant to the judgment rendered in an *in rem* tax foreclosure action filed in the Orange County Clerk's Office.
13. The purchaser shall provide a survey description to the City's Corporation Counsel at least thirty (30) days in advance of closing title and approved by the City's Engineer.

RESOLUTION NO.: 9-2022

OF

JANUARY 10, 2022

**A RESOLUTION AUTHORIZING THE EXECUTION OF A RELEASE OF
RESTRICTIVE COVENANTS AND RIGHT OF RE-ENTRY FROM A DEED
ISSUED TO SURENDRA SHARMA TO THE PREMISES KNOWN AS
24 WASHINGTON PLACE (SECTION 37, BLOCK 7, LOT 25)**

WHEREAS, on December 8, 2009, the City of Newburgh issued a deed for property located at 24 Washington Place, being more accurately described on the official Tax Map of the City of Newburgh as Section 37, Block 7, Lot 25, to Surendra Sharma; and

WHEREAS, the current owner of the property, Kirk Yegarian, 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 24 Washington Place, Section 37, Block 7, Lot 25 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 8, 2009, from THE CITY OF NEWBURGH to SURENDRA SHARMA, recorded in the Orange County Clerk's Office on December 17, 2009, in Liber 12942 of Deeds at Page 223 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: _____, 2022

THE CITY OF NEWBURGH

By: _____
Todd Venning, City Manager
Pursuant to Res. No.: ____-2022

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

On the ____ day of _____ in the year 2022, 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.: 10-2022

OF

JANUARY 10, 2022

**A RESOLUTION AUTHORIZING THE EXECUTION OF A PARTIAL RELEASE OF
RESTRICTIVE COVENANTS AND RIGHT OF RE-ENTRY FROM
A DEED ISSUED TO HECTOR GUALPA TO THE PREMISES
KNOWN AS 232 SOUTH WILLIAM STREET (SECTION 38, BLOCK 4, LOT 54)**

WHEREAS, on December 15, 2017, the City of Newburgh conveyed property located at 232 South William Street, being more accurately described on the official Tax Map of the City of Newburgh as Section 38, Block 4, Lot 54, to Hector Gualpa; and

WHEREAS, Mr. Gualpa has requested a partial 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.

**PARTIAL 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 232 South William Street, (Section 38, Block 4, Lot 54) 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 December 15, 2017 from THE CITY OF NEWBURGH to HECTOR GUALPA, recorded in the Orange County Clerk's Office on February 22, 2018, in Liber 14365 of Deeds at Page 1157 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. The restrictive covenant numbered 6 in said deed remains in effect as of the within date.

Dated: _____, 2022

THE CITY OF NEWBURGH

By: _____
Todd Venning, City Manager
Pursuant to Res. No.: ____-2022

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

On the ____ day of _____ in the year 2022, 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.: 11-2022

OF

JANUARY 10, 2022

**A RESOLUTION AMENDING THE 2022 PERSONNEL ANALYSIS BOOK
TO DELETE ONE SENIOR ACCOUNT CLERK AND ADD ONE SENIOR TYPIST
IN THE POLICE DEPARTMENT**

WHEREAS, the 2022 Personnel Analysis Book deleted one Senior Typist position and added one Senior Account Clerk in the Police Department; and

WHEREAS, the Police Department proposes to delete one Senior Account Clerk position and add one Senior Typist position to improve the efficiency of the Police Department; and

WHEREAS, the addition and deletion of a job title in the Police Department requires the amendment of the City of Newburgh Adopted Personnel Analysis Book for 2022;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the Personnel Analysis Book for the fiscal year 2022 be amended to delete one Senior Account Clerk position and add one Senior Typist position in the Police Department.

RESOLUTION NO. 12 - 2022

OF

JANUARY 10, 2022

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEWBURGH, NEW YORK
SUPPORTING THE ORANGE COUNTY ARTS COUNCIL
AMERICAN RESCUE PLAN EDA GOOD JOBS CHALLENGE GRANT APPLICATION

WHEREAS, The United States Department of Commerce Economic Development Administration is allocating \$500 million through its American Rescue Plan Good Jobs Challenge Grant Program for the purpose of getting Americans back to work by building and strengthening systems and partnerships that bring together employers who have hiring needs with other key entities to train workers with in-demand skills that lead to good-paying jobs; and

WHEREAS, the Orange County Arts Council proposes to apply for grant funding to support a workforce development program for film, media and arts industries project entitled Artswork/Creative Industries Career Council (the "Project"); and

WHEREAS, the Project is an initiative that creates permanent career-building opportunities for at-risk youth, unemployed or underemployed persons from underserved communities, with an emphasis on Black, Indigenous, People of Color (BIPOC) and women, emerging professionals and workforce returnees which is intended to build and strengthen systems and partnerships that bring together employers who have hiring needs with other key entities to train workers with in-demand technological and hands-on skills that lead to good-paying jobs for 160-200 individuals with hiring opportunities to follow; and

WHEREAS, the City Council finds that supporting the Orange County Arts Council's American Rescue Plan EDA Good Jobs Challenge Grant Application to fund the Artswork/Creative Industries Career Council Project is in the best interests of the City of Newburgh and its further development;

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Newburgh, New York fully supports the Orange County Arts Council's American Rescue Plan EDA Good Jobs Challenge Grant Application to fund Artswork/Creative Industries Career Council Project.

Workforce Development - Film, Media, Arts Industries

Orange County Arts Council is submitting a request for 3.5 - 5 million to the "EDA Good Jobs Challenge". This program is designed to get Americans back to work and increase wage growth, as well as develop demand-driven systems that will continue to support Americans in securing and retaining quality jobs. Orange County Arts Council serves as the backbone organization for this sectoral partnership. This Workforce Development program will provide training and careers to **160-200 people** in our Orange County.

Employer/partners provide hiring commitments in order to secure career placement for the trainees. In addition to employer commitments, we have support from Hudson Valley Regional Council, The City of Newburgh, State Senators, and The Human Rights Commission among others.

Request: There is a significant increase of grant acceptance should pledges of any matching funds be secured. Although matching funds are not required for this grant, the review panel favors applications that demonstrate community support.

Funds would be used to hire trainers for specific skills that will lead to direct employment such as Production Assistant, Video Editing, Set Designer, Costume Design, Steel Work, etc. Other budgeted items include equipment purchases and supplies, transportation, and career counseling. A detailed budget for one of our partners from Choice Films is attached.

OVERVIEW

Artwork/Creative Industries Career Council (A/CICC) creates permanent career-building opportunities for at-risk youth, emerging professionals and workforce returnees. It builds and strengthens systems and partnerships that bring together employers who have hiring needs with other key entities to train workers with in-demand technological and hands-on skills that lead to good-paying jobs. Fast-growing creative industries partner with nonprofits, municipalities and county leadership to teach employable skills and thus provide opportunities. This initiative provides on-the-job training and employment to 160-200 individuals, with hiring opportunities to follow. This program addresses economic disparities by working closely with organizations that support those with labor barriers.

Who Will Be Served

All residents of Orange County will be eligible to apply to participate in this train-to-hire program. Many individuals in our community face access challenges and labor barriers due to factors including, but not limited to: transportation availability, technology/internet access, interview and resume skills, childcare, higher education, elder family care responsibilities, and safe housing.

This program will directly reach out to those with labor market barriers by providing wrap-around services to such as persons with disabilities, disconnected youth, individuals in recovery,

individuals with past criminal records including justice-impacted and reentry participants, serving trainees participating in the Supplemental Nutrition Assistance Program (SNAP), Temporary Assistance for Needy Families (TANF), and Women, Infants and Children (WIC), and veterans and military spouses.

About Us

The program is facilitated by **Orange County Arts Council (OCAC), Goshen, NY**. OCAC is a non-profit arts advocacy organization whose mission includes providing working opportunities in creative industries. OCAC will be responsible for fiscal oversight of this project. Its role includes maintaining a dedicated bank account solely for the purpose of this project, as well as overseeing all finances and accounting for expenses. OCAC at present serves as fiscal sponsor for a number of Orange County nonprofits, giving them the ability to build businesses and create jobs in the local arts community. Because Orange County has a large underserved population, this service provides a leg-up opportunity that otherwise would not be available within some of our fastest growing industries.

Our Partners

Our strategic partners are Choice Films, Thornwillow Institute, Urban Art Projects/Polich Tallix (UAP), EC Media, Studio and Forum of Scenic Arts. Thanks to the creative industries, there is great promise for growth. These Orange County businesses have taken the initiative to invest in local resources to maintain and grow their workforce. This includes training and hiring staff, rehabilitating existing structures to transform into work spaces and studios, creating a ready workforce that will, in turn, spend their income in local businesses.

Orange County, NY is rapidly becoming a major player in the film, television and media industries. HBO, Netflix, Showtime and broadcast network stations, as well as other media outlets come here to film their productions because of its close proximity to New York City, prime sound stages at Choice Film/Umbra Stages (a growing entity investing heavily in the area), a variety of locations and sites for filmmakers to choose from, and good transportation (both public and highways). Despite this, production companies are struggling to find skilled workers. A/CICC has identified five sectoral partners that require specific skills necessary to the film, television and media industries. These partners have developed skills training curriculum and materials, have secure technical expertise needed to train workers with the skills needed by these businesses, including professional development and capacity building. It is also the intention of these businesses to hire participants in worker development programs, ensure barriers such as transportation to jobs is eliminated, and supply necessary technology for successful job retention. These participants will also be eligible to join unions for added job security. To date, Choice Films has generated over \$20 million into our local economy.

Our Region

Because Newburgh and the surrounding area is the site of Orange County's film industry, this city has been identified as the prime focus of this effort. Middletown, located in the center of Orange County, has been identified as the secondary focus of A/CICC. Both cities have similar populations, are located along major highways, have good public transportation and a ready workforce. However, any citizen of Orange County will be eligible to participate and encouraged to apply.

Newburgh, NY is located on the Hudson River, 69 miles north of New York City. It is an historic city and its East End Historic District was added to the National Register of Historic Places in 1985, containing over 4,000 historic buildings. Washington's Headquarters is located here and is a New York State Historic Site. In 1950, Newburgh was celebrated as the most beautiful city in America by *Look Magazine*, as is also known for Lucille Ball's stage debut at the Ritz Theater. With the collapse of its manufacturing base, Newburgh suffered economic decay. The city is in the midst of a renaissance, thanks to a strong growing presence of the arts, professional and emerging artists moving into the city, and its close proximity to New York City. Transportation routes include I-87 and I-84, US 9, and five miles away (directly across the Hudson River), a Metro-North train station is located at Beacon, NY. Bus transportation within Newburgh includes both local, countywide and New York City routes. Both bus and a ferry provide connections to Metro-North RR in Beacon. Newburgh still faces deep economic challenges. Its population is 28,277 (as of 2019). The per capita income is \$20,595, and its percentage in poverty is 25.4%. Its broadband accessibility is approximately 66%. Its labor force participation is 65% (ages 16+).

Middletown, NY is located in the center of Orange County, is 75 miles northwest of New York City, is 27 miles west of Newburgh and has similar demographics as Newburgh. As a result of the growth of railroad lines, Middletown grew as an industrial center in the mid-1800s, but faded after WWII. During the 1950s, poor public planning decisions resulted in the destruction of significant historical properties as well as commercial properties that should've been left on the tax rolls. Development outside of Middletown's city limits, in both retail and housing, further caused the closure of downtown businesses. Recently, Middletown has begun its own renaissance, as interest in its downtown district has risen. New enterprises, anchored by the historic Paramount Theater, are opening and thriving. However, this small city still faces economic challenges. Present transportation routes include bus routes, Metro North/NJ Transit Port Jervis train line (offering transportation to New York City and its New Jersey metropolitan areas), I-84 and I-86 (transitioning from NYS Route 17). As of 2019, its population is 28,189; its per capita income is \$28,180; its poverty rate is 15%; its labor force participation rate is 65% (ages 16+) and its broadband accessibility is 66%.

Employers/ Industry Partners

Choice Films, Inc., Newburgh, NY is a multi-award-winning full-service production company that has been producing film, television, regional and Off-Broadway theatre, multimedia/web projects and live events since 2001. Along with Umbra Stages, this company has heavily invested in the revitalization of Newburgh and its surrounding areas, namely, New Windsor, NY. The purchase of several large spaces, including a catering hall, bowling alley and car dealership will now be transformed into sound stages, providing opportunities for employment.

Summer Crockett Moore and Tony Glazer are the managing partners and founders of Choice Film, and are the creators of **Below The Line Boot Camp (BTL)**, a not-for-profit training program dedicated to the training of at-risk and underserved youth in the fundamentals of film production and giving them immediate opportunities for employment as Production Assistants. BTL Bootcamp also provides continuing mentorship to all graduates as they consider and navigate a career in the film/television sector. The program is free to all. BTL also provides participants with transportation, a laptop, on-the-job training and employment opportunities, as well as entryways into unions. Now entering its fourth year, graduates have received the opportunity for immediate placement in paying transitional and then fully paid jobs on set, and of 75 graduates, over half are currently employed in jobs in the Hudson Valley, working for HBO, Crown Media, Netflix, on several independent productions, and with Umbra Stages and Choice Films Inc. Additionally, several graduates joined labor unions (including DGA, IATSE, Teamsters/Local 817) and are receiving pension and health benefits. Choice Films maintains a list of production companies seeking to hire workers, and graduates of BTL Bootcamp are given unlimited access to this list for employment opportunities.

EC Media Group, LLC, Middletown, NY founded in 2003 by Everett Collie, is a team of graphic designers, photographers and videographers who are diverse and experienced. This company invests personally and professionally in students with its media job creation program, **The Reel Pitch**. This program leads individuals through the process of producing commercial videos for local businesses. This organization is based in Middletown, NY but its reach extends throughout Orange County. Applicants for this internship program are sourced from local colleges, including Mount St. Mary's College in Newburgh, as well as State University of New York (SUNY) Orange, SUNY New Paltz, SUNY Ulster and Board of Cooperative Educational Services (BOCES). EC Media also seeks and recruits students who are disabled, from underserved communities and at-risk youth, offering them an opportunity to train and succeed at a well-paying job.

EC Media Group trains participants in its internship program how to use digital cameras, digital editing platforms, creating a :30 and :60 commercial, among other videographer skills. Additionally, interns will learn how to pitch a proposal to the business community, dress and conduct interns in a professional manner, and package a final digital product for marketing. Interns shadow a professional within the company over two weeks. This allows for both the intern and the professional to determine strengths and weaknesses, and is placed in a suitable position. After a period of time, interns become project managers and work directly with clients. EC Media Group believes teaching entrepreneurship will encourage these interns to become invested in their skills, and therefore will gain experience and confidence in their developing careers. 30-40 interns are trained yearly, with a high percentage rate of hiring. After two years, former participants in The Reel Pitch program earn \$35/hour, with the potential to earn more.

Thornwillow Institute Newburgh, NY is committed to teaching and perpetuating the arts and crafts of bookmaking, to supporting writers, artists and artisans, and to revitalizing a distressed historic neighborhood. Its belief in supporting and creating manufacturing jobs will add to the economic restoration of Newburgh. Thornwillow will teach such heritage skills as handcrafted bookbinding, letterpress and printing of handmade books for an international community.

This organization has invested heavily in Newburgh by purchasing and restoring four abandoned buildings - two former factories among them - and creating both housing and businesses out of the properties. They strongly believe that anyone is capable of learning the skills to print and to make books. Its apprenticeship program gives participants multiple skills to build a future in bookbinding and printing. Apprentices also learn Kickstarter, social media and e-commerce skills, as well as training in podcast and video production, and storytelling projects for marketing purposes. Apprenticeships last two years. Upon a successful three-month evaluation period, apprentices will engage in management-level training. By the end of the second year, they will have staff and become a team leader, resulting in permanent employment with Thornwillow Institute. Over ten years, 100+ people have participated in this apprenticeship program, with 12 people currently enrolled, many at-risk youth and from Newburgh.

Thornwillow's apprenticeship program also builds skills that extend beyond printing and bookbinding. Museums both domestically and internationally require skills regarding the techniques Thornwillow teaches to support its document and text collections. This provides even direct hiring opportunities for those participating in Thornwillow's apprenticeship program. Thornwillow Press has been contracted to design stationary and produce other paper goods for the White House for several generations of presidents. They also have maintained an annual partnership with West Point cadets who participate in their intern program.

Urban Art Projects/Polich Tallix (UAP), Rock Tavern, NY believes that incredible things don't just happen; they're created, nurtured, believed in. Arts, culture, and creativity have always played a vital role in bringing people together. UAP continues this tradition with an enduring belief that creativity can inspire incredible possibilities.

Established in 1993 by brothers Matt and Dan Tobin, their modest Brisbane practice has evolved into a global art and design studio and workshop. Last August 2019, UAP acquired the 60-year old foundry, Polich Tallix, making UAP one of the most significant art foundries in the world. Its network comprises three key studios and facilities in New York, Brisbane, and Shanghai, and seven worldwide satellite offices in Sydney, Melbourne, Chengdu, Shenzhen, Singapore, Sydney, and Riyadh. From the design studio to the factory floor, UAP works across all aspects of the creative process, from commissioning and curatorial services, concept development, and design assistance to engineering, fabrication, and installation. Its diverse team of creative specialists, strategists, and practitioners share an enduring vision for the future with an ingrained culture of collaboration. By pairing exceptional strategies and manufacturing capabilities with the team's unrivaled dedication to excellence, UAP ensures that our generation creates timeless and relevant objects, ideas, and places that will inspire and connect people for generations to come. As a company, this is the common ground on which it moves forward.

Most recently, UAP has developed a sustainability strategy called One Earth. This initiative is UAP's commitment to creating a strategy to become Future Normal – an organization that is fit for the 21st century, acts meaningfully in its surroundings, aims for 100% of human wellbeing, and sees money as a means not an end. This initiative led to the identification of eight relevant, sustainable development goals and associated projects that UAP will pursue on the journey of transformation to become sustainable and meet the following goals:

- For 2030, at least 45% decrease in our greenhouse gas emissions, at least 40% share for renewable energy use across all studios and workshops and at least 35% improvement in energy efficiency.
- For 2050, meet net-zero carbon emissions and create a global art foundry that is sustainable, eco-efficient, focuses on systems-thinking and is climate positive.

UAP has serviced globally renowned artists including Judy Watson, Robert Andrew, Fiona Foley, Nicole Eisenman, Sanford Biggers, Lindy Lee, Sarah Sze, Maya Lin, Rafael Lozano-Hemmer, Florentijn Hofman, Kehinde Wiley, Ai Weiwei, Idris Khan, Joel Shapiro, Jeff Koons, Emily Floyd, Reko Rennie, Sui Jianguo, Arnaud Lapierre, Tom Otterness, Cao Fei amongst others. UAP has also delivered projects for BVN, SHoP Architects, Kohn Pedersen Fox, Tishman Speyer, Hines, SL Green, and Zaha Hadid Architects.

UAP's goals for A/CICC is to create opportunities for the underserved communities of Orange County by offering training in its foundry. Participants will learn how to take an artist's vision from draft to completed project. UAP will supply all training curricula and technology necessary for learning. Upon completion of training, students will be placed in good jobs in accordance with their skills and abilities. An estimated 20-100 students will be recruited and trained.

Studio and Forum of Scenic Arts, Cornwall, NY is a nonprofit vocational school dedicated to teaching students how to create stage scenery. The Studio and Forum program is designed for students who want to study and improve their understanding of scene painting, and work through each project at their own pace while experiencing the studio atmosphere of cooperation. Students will also participate in a collaborative class effort while working individually through their own challenging projects.

The Studio Class is the main part of the school's program, using a semester system of 12 weeks per semester. The Forum Seminars are the other main component of the school's program, consisting of individual one to seven-day courses covering short-term topics.

Studio and Forum of Scenic Arts recommend the full three-year program for anyone who is looking to pursue being a Scenic Artist as a career. Many students have gone on to careers in Regional and Repertory Theaters, Film and Television, and many have taken the USA Local 829 Scenic Artist exam and proceeded to have successful employment as Union scenic artists. An estimated 10-30 students will be recruited and trained.

Together, these organizations will have the potential to create a steady stream of jobs that will invigorate the local economy and offer stability to those employed.

More information about the Good Jobs Challenge grant can be found here:
<https://eda.gov/arpa/good-jobs-challenge/>

[Letterhead]

[Date]

U.S. U.S. Economic Development Administration
U.S. Department of Commerce
1401 Constitution Avenue, NW
Suite 71014
Washington, DC 20230

Attn: Alejandra Y. Castillo, Assistant Secretary of Commerce for Economic Development

Re: Good Jobs Challenge - Letter of Support

Dear Ms. Castillo,

The City of Newburgh City Council writes to express its support for the Orange County Arts Council's application for funding through the American Rescue Plan EDA Good Jobs Challenge Grant.

The project, "Artswork/Creative Industries Career Council (A/CICC)," is an initiative that creates permanent career-building opportunities for at-risk youth, unemployed or underemployed persons from underserved communities, with an emphasis on Black, Indigenous, People of Color (BIPOC) and women, emerging professionals and workforce returnees. The initiative builds and strengthens systems and partnerships that bring together employers who have hiring needs with other key entities to train workers with in-demand technological and hands-on skills that lead to good-paying jobs. Fast-growing and resilient creative industries partner with nonprofits, municipalities and county leadership to teach employable skills and thus provide opportunities. Labor market barriers will be addressed to encourage maximum participation. The A/CICC initiative provides on-the-job training and employment to 160-200 individuals, with hiring opportunities to follow.

The City of Newburgh is well-acquainted with the selected industry partners in this initiative. Each of the participating employers have had a great impact on our economic development in both direct and indirect investments. These partners include, but are not limited to; Urban Art Projects (UAP), Choice Films, Thornwillow Institute, EC Media, LLC, Studio and Forum of Scenic Arts. These systems will forge cohesive partnerships to create and implement industry-led training programs, providing skills to connect unemployed or underemployed workers to existing and emerging job opportunities throughout the Hudson Valley.

Thank you for the opportunity to provide support for this application. If you require any additional information, please contact the undersigned at **[Need Address]**.

Sincerely,

City of Newburgh City Council

RESOLUTION NO.: 13 - 2022

OF

JANUARY 10, 2022

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A PAYMENT
OF CLAIM WITH AARON JOHNSON IN THE AMOUNT OF \$34,000.00**

WHEREAS, Aaron Johnson brought a claim against the City of Newburgh; and

WHEREAS, the parties have reached an agreement for the payment of the claim in the amount of Thirty-Four Thousand and 00/100 Dollars (\$34,000.00) in exchange for a release to resolve all claims among them; and

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

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the City Manager is hereby authorized to settle the claim of Aaron Johnson in the total amount of Thirty-Four Thousand and 00/100 Dollars (\$34,000.00) and that the City Manager be and he hereby is authorized to execute documents as the Corporation Counsel may require to effectuate the settlement as herein described.