

A regular meeting of the City Council of the City of Newburgh was held on Monday, June 13, 2022 at 7:00 PM in the third floor Council Chambers at City Hall, 83 Broadway, Newburgh, NY.

Moment of Silence / Momento de Silencio

Pledge of Allegiance / Juramento a la Alianza

Roll Call / Lista de Asistencia

Present: Mayor Torrance Harvey, presiding; Councilmember Grice, Councilmember Martinez, Councilmember Monteverde, Councilmember Shakur, Councilmember Sklarz, Councilmember Sofokles.-7

COMMUNICATIONS

Approval of the minutes from the City Council meeting of May 23, 2022 / Aprobacion del Acta de la Reunion General del Consejo del 23 de mayo de 2022

Councilmember Shakur moved and Councilmember Grice 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 Todd Venning highlighted key points in City business.



City Manager's Update

Newburgh City Council Meeting

Monday, June 13, 2022

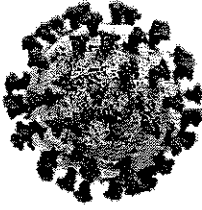


Novel Coronavirus (COVID-19)

For more information

Hotline: 1-888-364-3065

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



New York State Department of Health COVID-19 Tracker

Testing data as of: 6/11/2022 2 PM
Testing data last updated on: 6/12/2022

Statewide

Tested Positive (6/11)
4,278

Total Results Received (6/11)
83,995

Tested Positive (Cumulative)
5,478,263

Total Results Received (Cumulative)
112,277,448

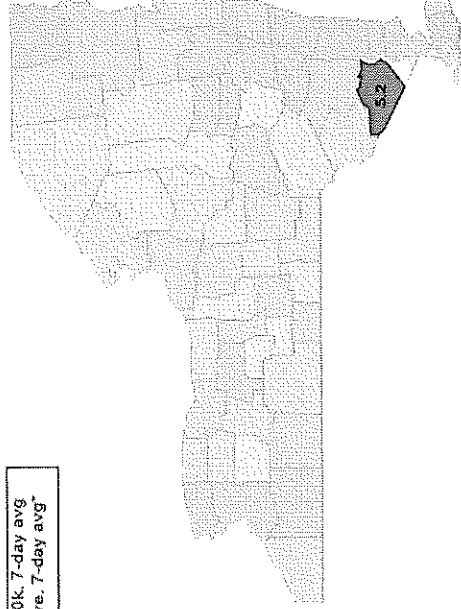
Tested Positive by Sex (Cumulative)

Female 52.1% Male 46.2% Unknown 1.7%

Positive Tests by County

○ Cases per 100k, 7-day avg
● Test % Positive, 7-day avg

2.1 9.0



High
In Orange County, New York,
Community level is High

Click County to
See Detail
Click Again for
Statewide

Onondaga
Ontario
Orange
Orleans
Oswego
Putnam
Queens
Rensselaer
Richmond
Rockland
Saratoga
Schenectady
Scholarie
Schuyler
Seneca
St. Lawrence
Steuben
Suffolk
Sullivan
Tioga
Tompkins
Ulster
Warren
Washington
Wayne
Westchester
Wyoming
 Yates

County Testing Details: Orange (6/11)

Tested Positive (Prior Day)	88	Total Results Received (Prior Day)	1,613	Cases per 100k (Prior day)	23.0	Test % Positive (Prior Day)*	5.8%	Tested Positive (Cumulative)	115,564	Total Results Received (Cumulative)	1,713,133
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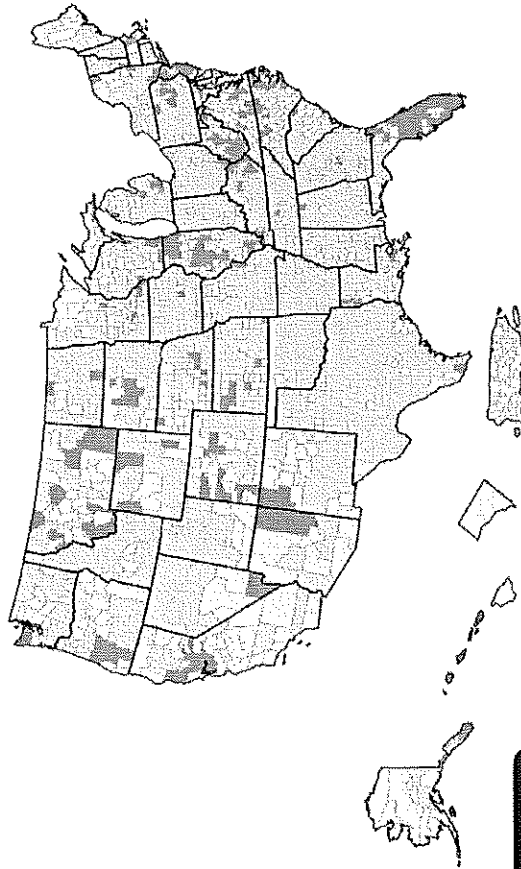
County-level COVID-19 Community Levels

JUNE 9, 2022

Over 67% of the U.S. population is in a location with a **medium** or **high** COVID-19 Community Level.

	% of Counties	% of Pop.
Low	57.6%	32.7%
Medium	32.7%	45.3%
High	9.8%	22.1%

Percentages do not sum to 100% because of rounding.



Source: U.S. Centers for Disease Control and Prevention (CDC)

3788947-EG

HIGH COVID-19 COMMUNITY LEVEL

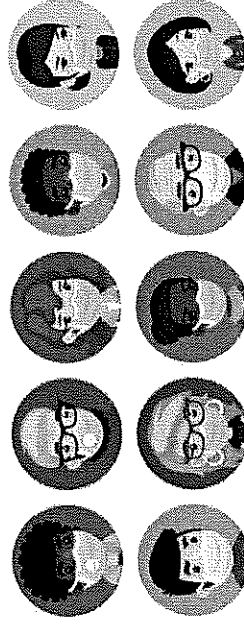
You should:

- Wear a mask indoors in public
- Stay up to date with COVID-19 vaccines
- Get tested if you have symptoms
- Take additional precautions as needed, if you're at **high risk for severe illness**



cdc.gov/coronavirus

3/20/22 10:00 AM

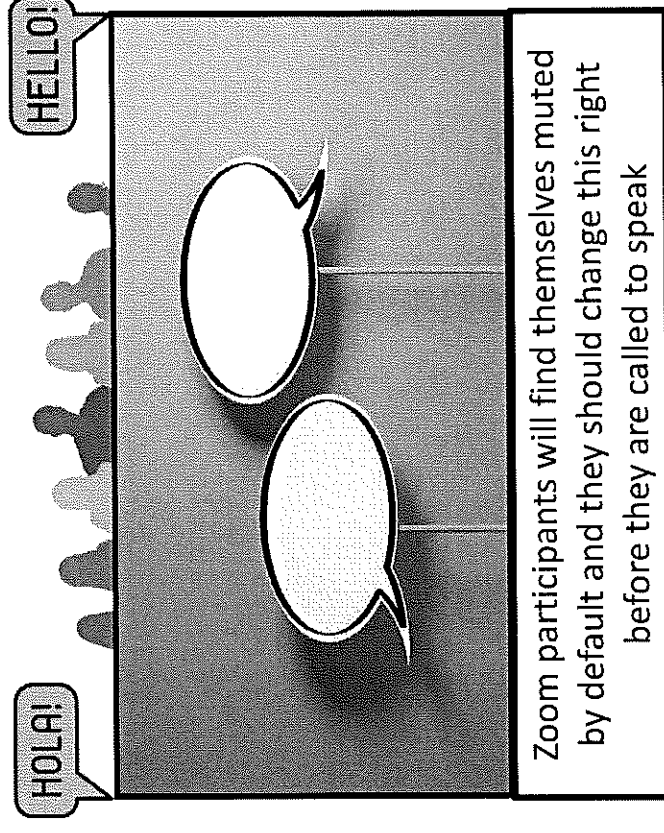
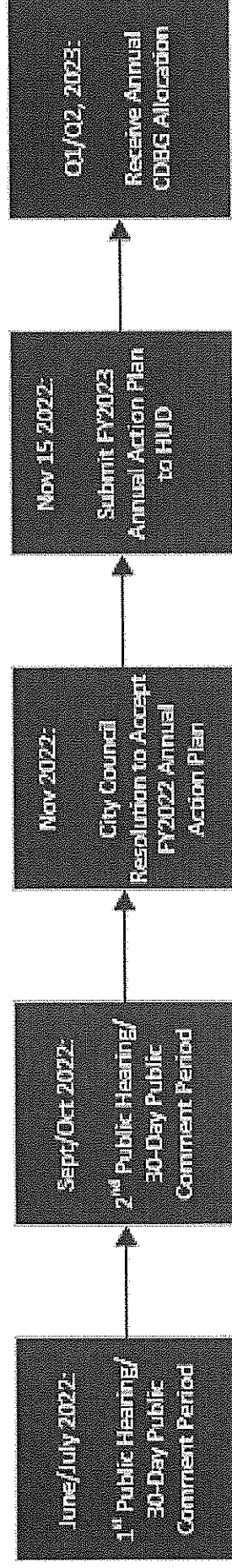


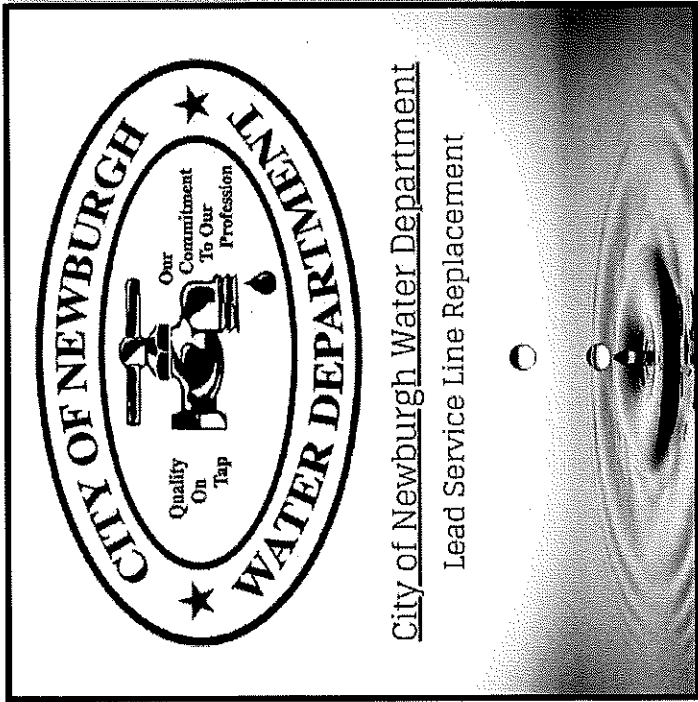
WEAR A MASK

FY2023 CDBG AAP PUBLIC HEARING TONIGHT

Action item tonight is to make note of public comments provided regarding the Community Development Block Grant (CDBG) FY2023 Annual Action Plan (AAP)

FY2023 CDBG AAP Timeline



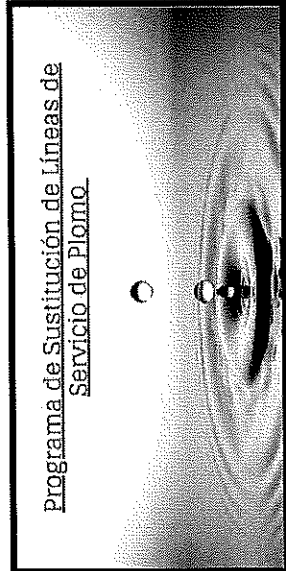


**CALL 845-565-3356 TO
DETERMINE YOUR
ELIGIBILITY!**

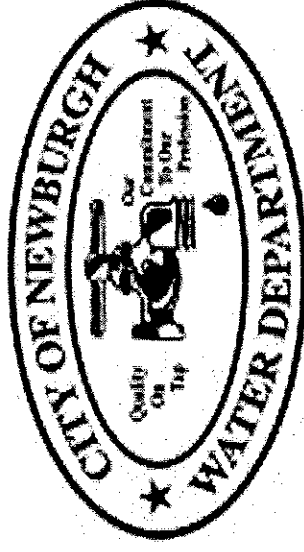
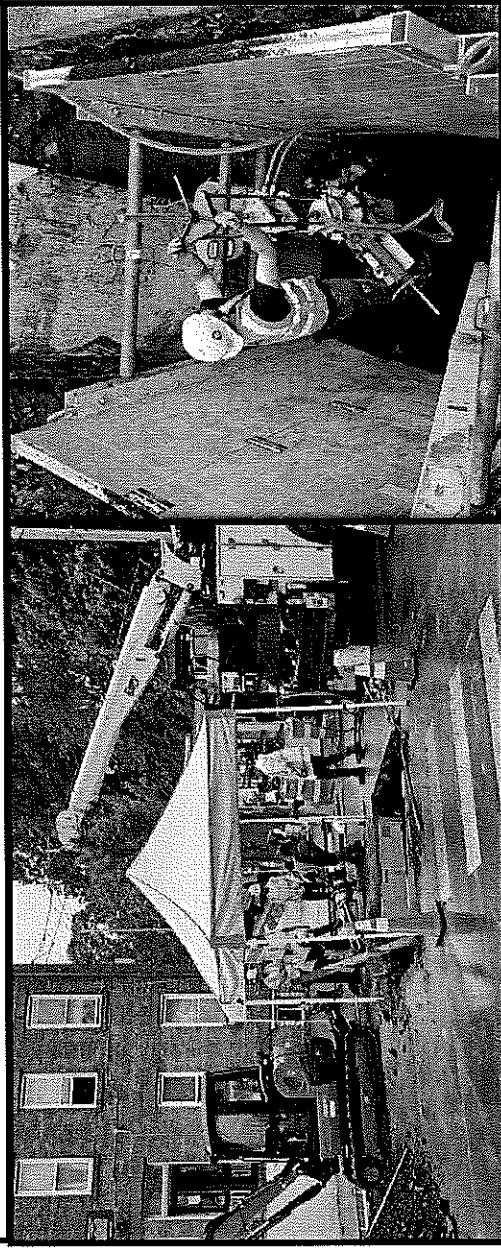
**Get Help Replacing Your
Lead Water Service Lines**

44 Applications received
10 Lines replaced
26 Applications approved
8 Applications pending code violations
53 Applications were handed out during the Newburgh Illuminated Festival

**APPLICATION AVAILABLE
IN SPANISH!**



THIRD STREET CORRIDOR CONSTRUCTION PROJECT CONTINUES

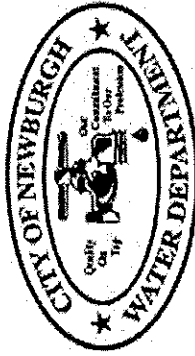


DISTRIBUTION DIVISION

2022 CITY WIDE LEAK SURVEY UNDERWAY

- 73 miles of water main
- 5,675 service connections
- 880 fire hydrants
- 3,500 gate valves





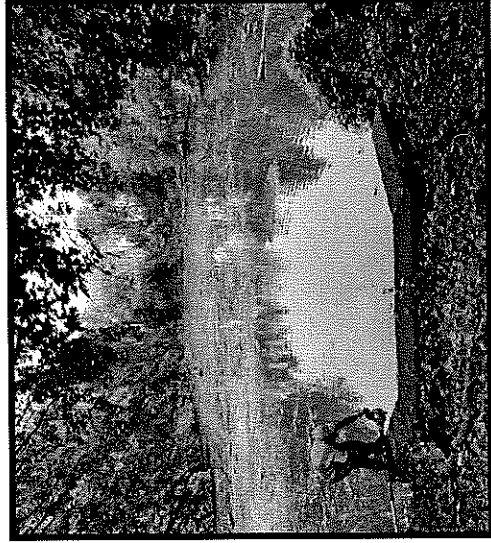
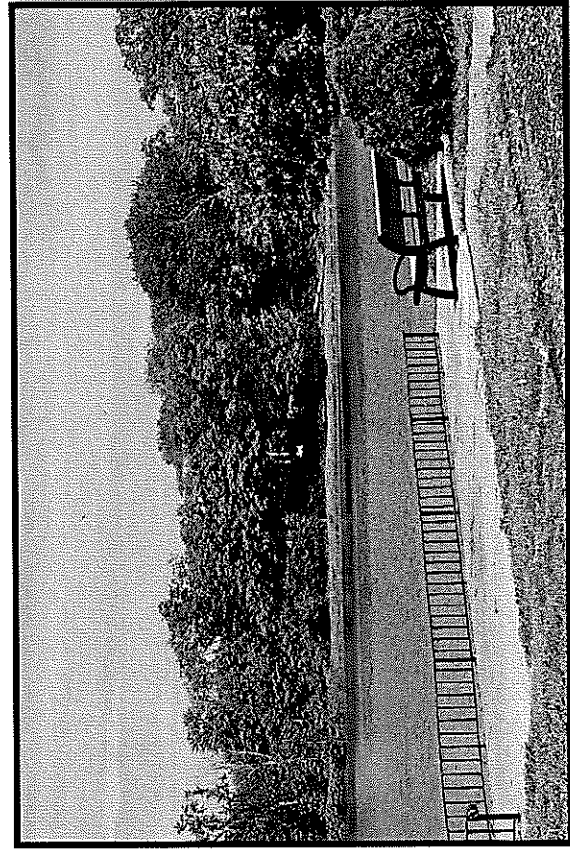
PONDS & RESERVOIRS

FRANK MASTERSON'S PARK OPENS

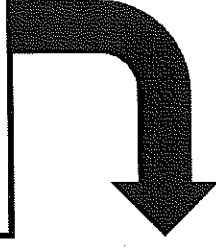
JUNE 18

7:00 AM TO 3:00 PM
MONDAY-FRIDAY

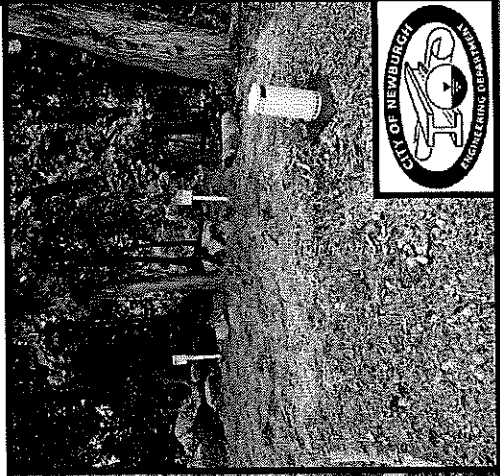
7:00 AM TO 6:00 PM
SATURDAY & SUNDAY



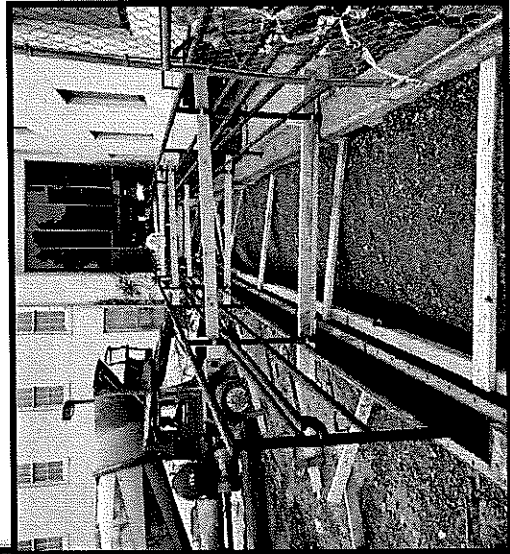
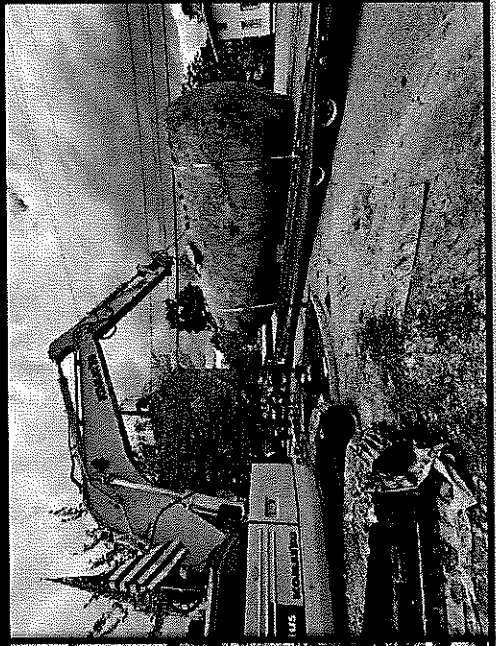
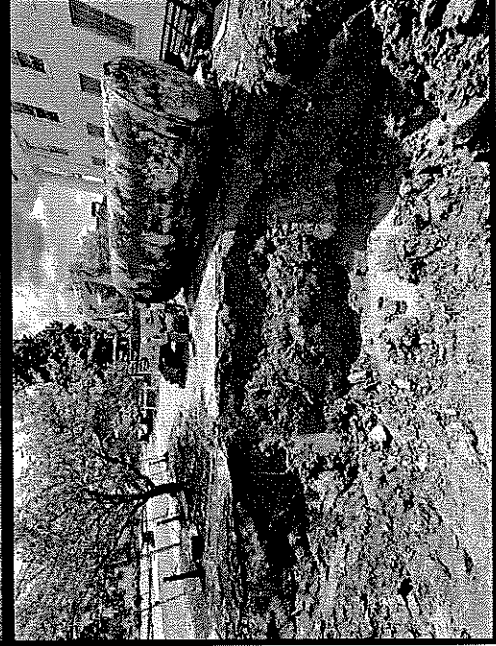
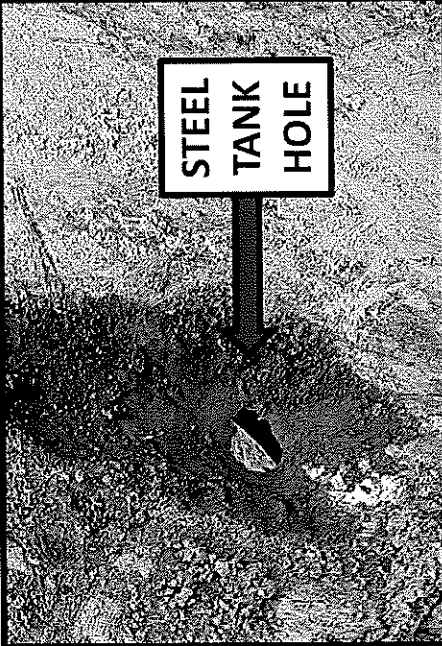
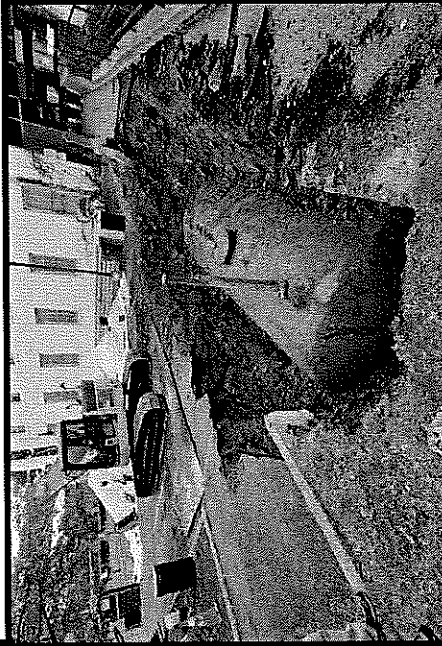
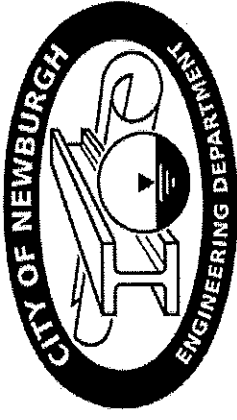
CATCH AND
RELEASE FISHING
FROM SHORE ONLY!



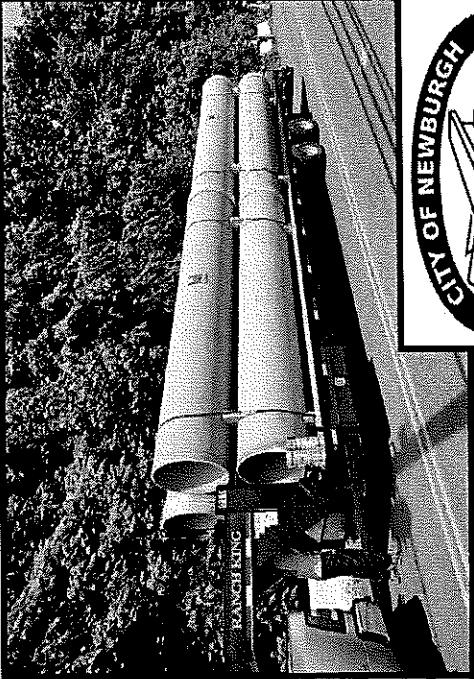
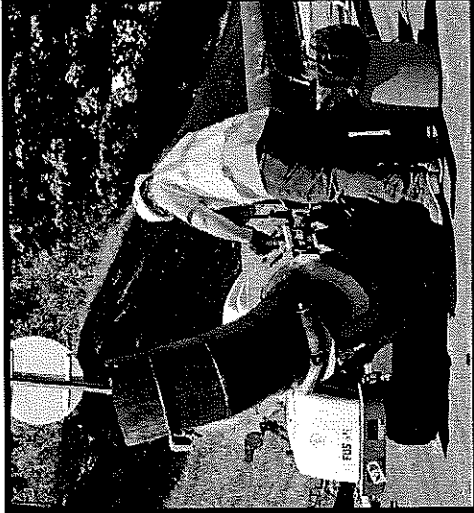
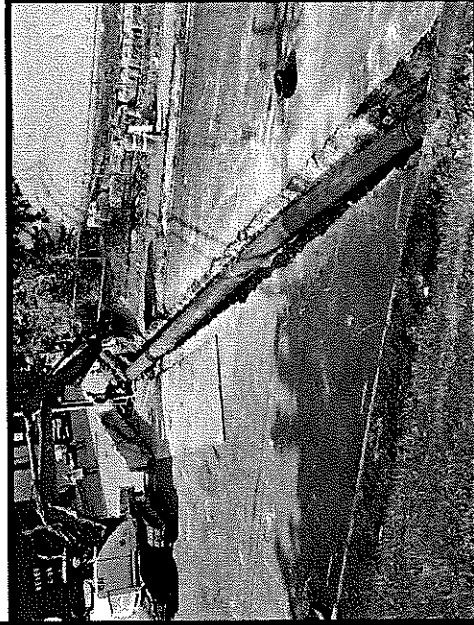
DEAD END OF PLAINE TERRACE CLEAN UP
BEFORE
AFTER



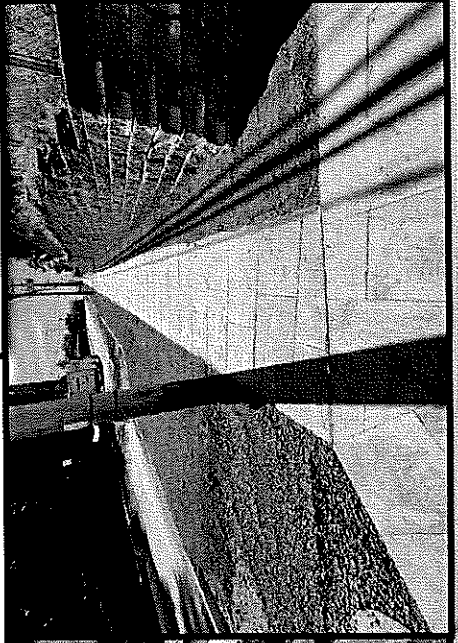
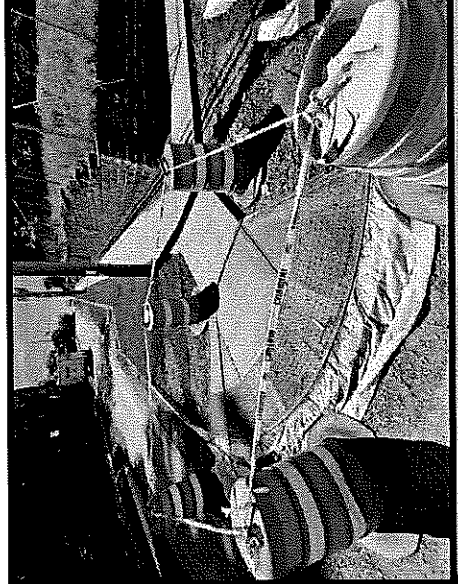
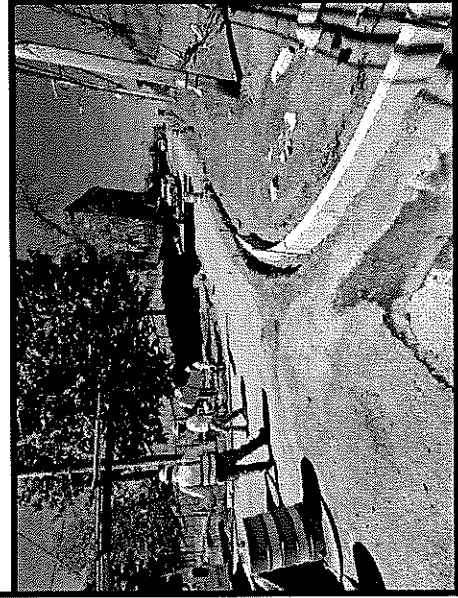
123 GRAND STREET UNDERGROUND OIL TANK REMOVAL



NORTH INTERCEPTOR SEWER PROJECT

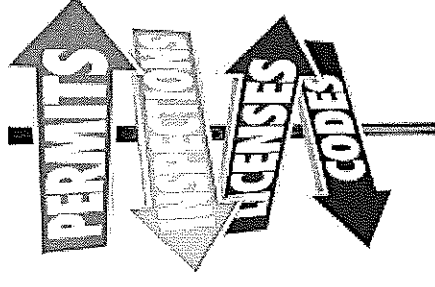
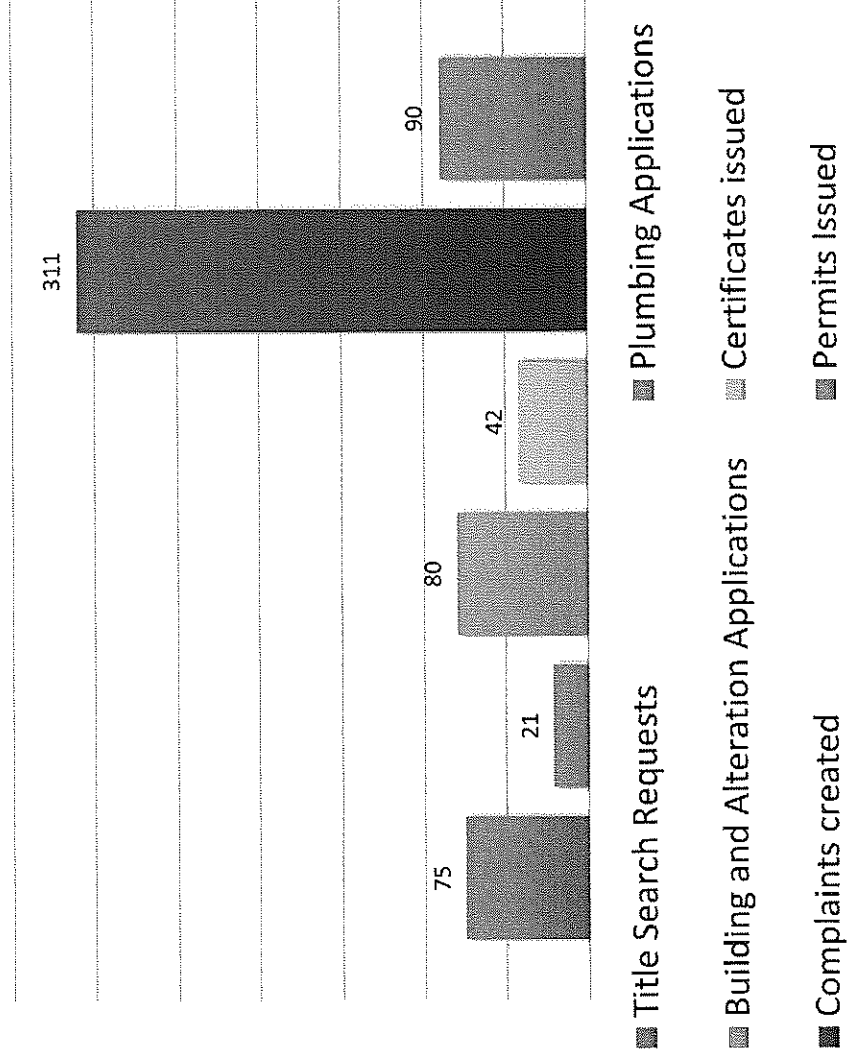


DOWNING POND & THIRD STREET STORMSEWER PROJECT

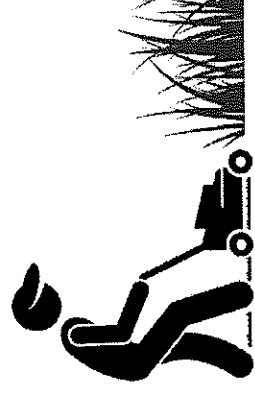


CODE COMPLIANCE UPDATE

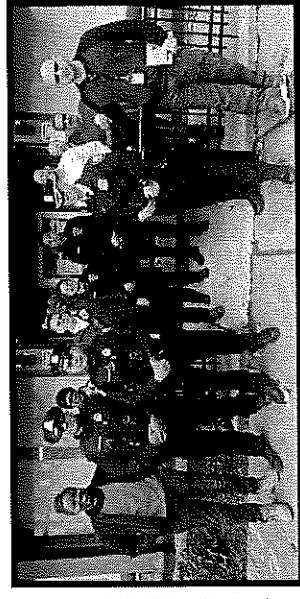
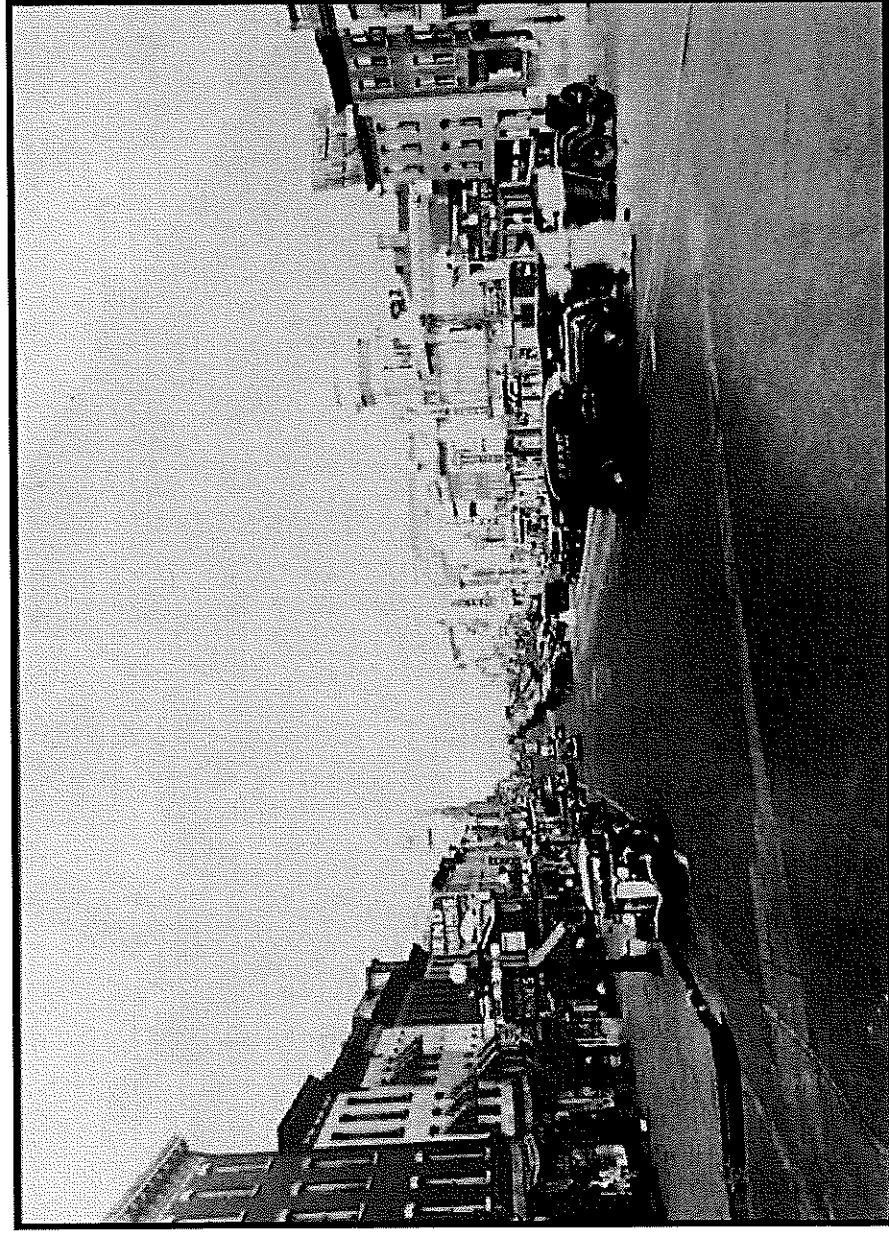
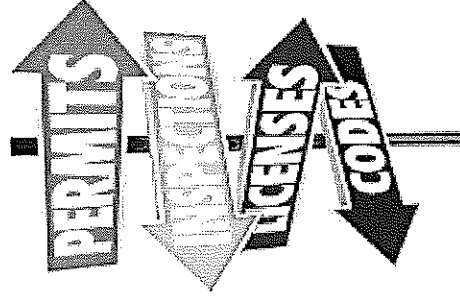
MAY



COMPLIANCE REMINDER



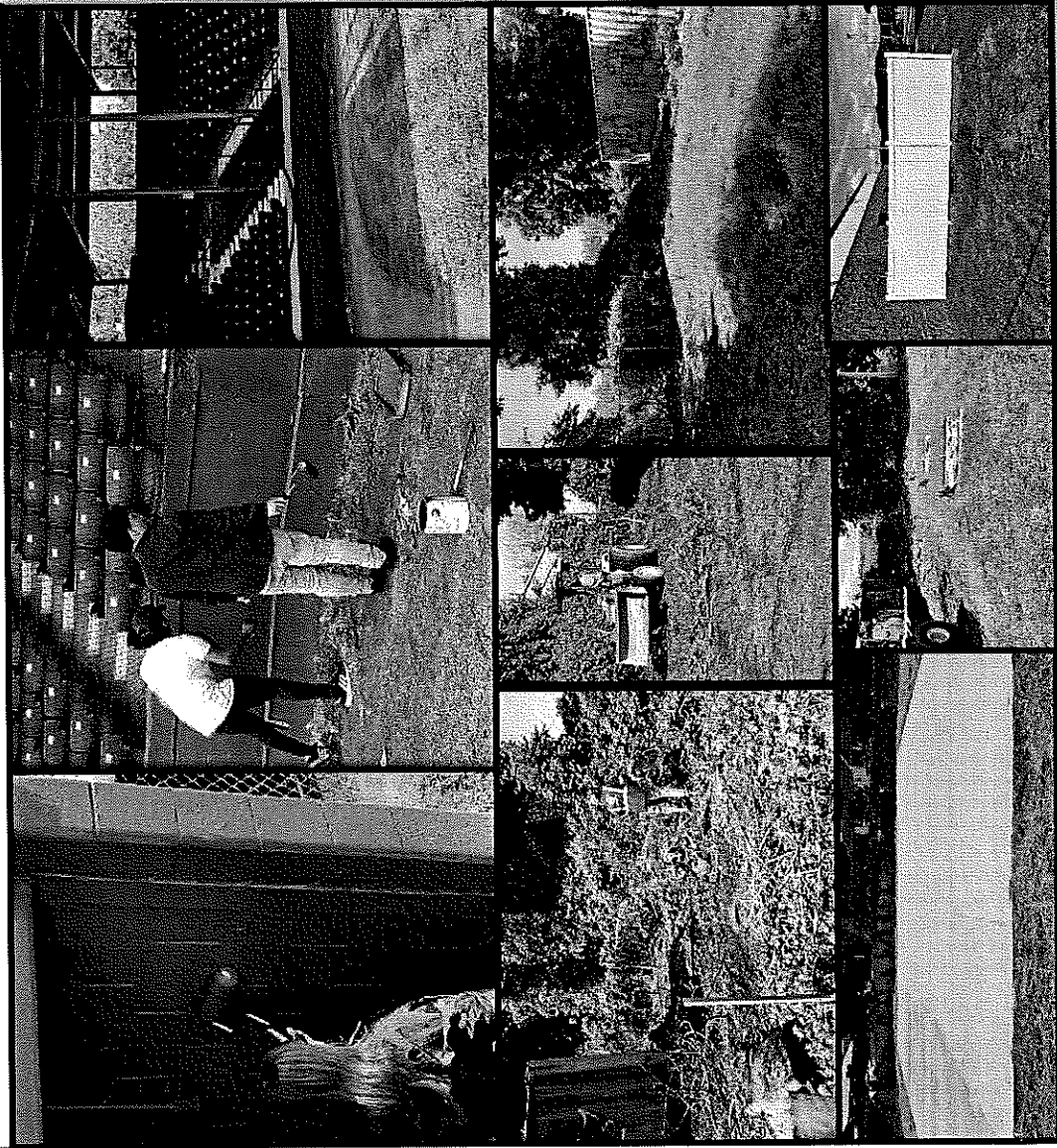
**BROADWAY QUALITY OF LIFE WALKS
CAMINATAS PARA LA CALIDAD DE VIDA EN BROADWAY**



Questions?

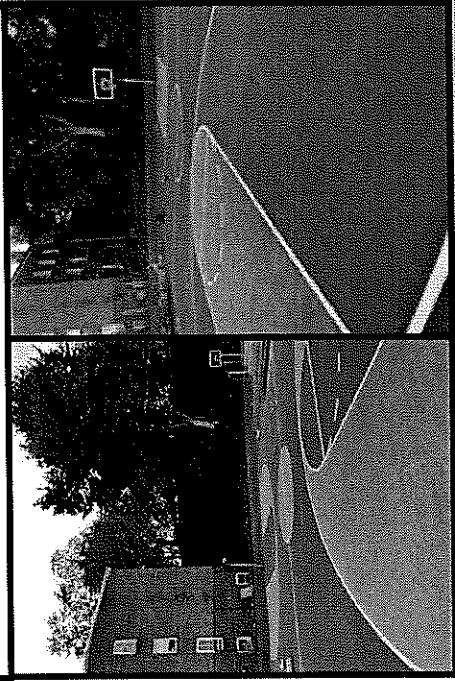
**Ask our various walking
staff or call 845-569-7300**

DELANO HITCH PARK IMPROVEMENTS



UPDATES

GIDNEY COURTS PAINTED



**CITY OF NEWBURGH
RECREATION
DEPARTMENT**

**SUMMER
BASKETBALL
LEAGUE**

JUNE 28 - AUG. 4*
2022

**TUESDAY &
THURSDAY NIGHTS**

**3 DIVISIONS
GRADES:**

K-2 3-5 6-8
6:00 - 7:00 7:00 - 8:00 8:00 - 9:00

Includes:
- Jersey
- Medal
- Games with
Coaches & Refs

Register at Newburgh
Activity Center, 401
Washington Street or
online at

<https://cityofnewburgh.recdesk.com/>

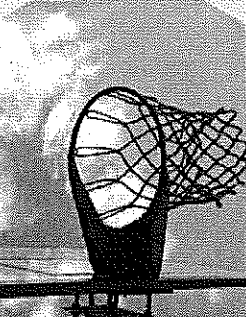
CONTACT INFORMATION

Michael Tetrault
845-569-7374

mtetrault@cityofnewburgh-ny.gov
*Dates subject to change

\$50






**City of Newburgh Recreation
Summer Family Fun Days 2022
June 27th, 2022 to August 5th, 2022**

FREE

**WET
SLIDES**

**NEW GROWING
GARDEN**

**SUMMER
FUN DAYS**

*** Not a Drop off Center**

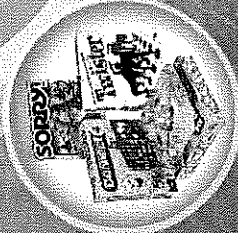
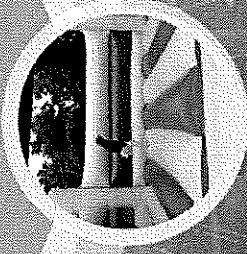
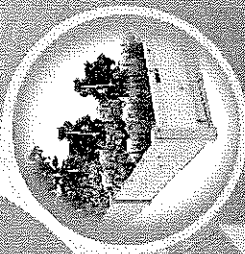
*** Children must be accompanied by parents.**

FREE

Monday 9am to 1pm

Wednesdays 10am to 3pm (wet slides)

Fridays 9am to 1pm



FREE

Activity Center (Activities near the pool)

401 Washington St. Newburgh, N.Y. 12550

Contact: Recreation Coordinator Goldie Mercado 845-568-7379

Emercado@cityofnewburgh-ny.gov

**FAMILY
GAMES
AND MUCH MORE!**

\$84,700*

FOR SALE

189 N Miller Street

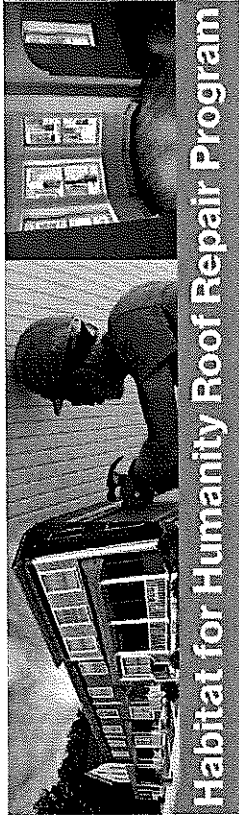


PLANNING AND DEVELOPMENT CITY-OWNED PROPERTY FOR SALE!

- Minimum asking price is \$84,700
- Some renovation is required
- Owner Occupant Only
- Subject to City of Newburgh Disposition Policy
- Priority bonus points may apply

More information is available at:

<https://linktr.ee/plannbny>



Habitat for Humanity Roof Repair Program

Do You Need Roof Repairs?

The Newburgh Homeowner Roof Repair Program is a program of Habitat for Humanity of Greater Newburgh's Neighborhood Revitalization Initiative (NRI) in partnership with the City of Newburgh.

Qualified Applicants Are:

City of Newburgh Homeowner • Income Eligible • Willing to Partner with Habitat
Applications are being accepted June 20 through July 1, 2022

Number of Maximum
People in Household
Household Income

1	\$62,960
2	\$72,000
3	\$80,960
4	\$89,920
5	\$97,120
6	\$104,320
7	\$111,520

Are You Eligible?

- Must be the homeowner residing in the house that is no more than 2.5 stories high
- House must be the primary place of residence
- Lived in Habitat Newburgh's service area for at least 1 year
- Meet household income guidelines (up to 80% of the area median income)
- Willing to agree to the Work & Payment Agreement
- Be committed to living in repaired home for three years

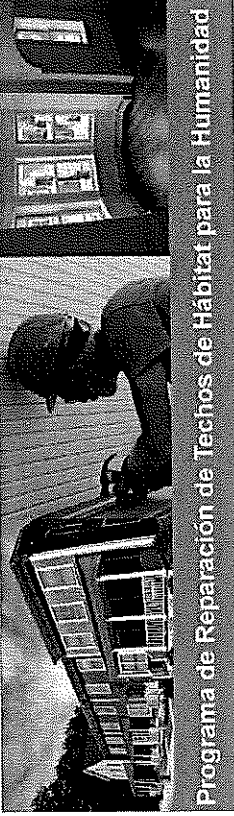
Scope of Services

Habitat for Humanity of Greater Newburgh (Habitat Newburgh) will facilitate roof repairs/replacements of low/moderate-income owner-occupied homes in the City of Newburgh. Habitat Newburgh's repair/replacement initiative, allowing up to \$12,500 to be used for roof repair/replacement projects will be administered in the same manner as Habitat Newburgh's Homeownership Program, where project approval is contingent upon each recipient's ability to meet HUD income guidelines. Each homeowner will be required to provide income statements and will assume responsibility for any costs beyond \$12,500.



Ready to apply? Want to learn more?

Call us - 845-568-6035 x104
Visit our office - 125 Washington St, Newburgh, NY
Visit our website - habitatnewburgh.org



Programa de Reparación de Techos de Hábitat para la Humanidad

¿Necesita reparaciones en el techo?

El Programa de reparación de techos para propietarios de viviendas de Newburgh es un programa de Hábitat para la Humanidad del Vecindario de Greater Newburgh Initiative de Revitalización (NRI) en asociación con la Ciudad de Newburgh.

Los solicitantes calificados son:

Propietario de la ciudad de Newburgh • Elegible según sus ingresos • Dispuesto a asociarse con Habitat
Las solicitudes se aceptan del 20 de junio al 1 de julio de 2022

¿Eres elegible?

- Debe ser el dueño de la casa que reside en la casa que ya no está de 2.5 pisos de altura
- La casa debe ser el lugar principal de residencia
- Vivió en el área de servicio de Habitat Newburgh durante al menos 1 año
- Cumplir con las pautas de ingresos familiares [hasta el 80 % del área ingreso medio]
- Dispuesto a aceptar el Acuerdo de Trabajo y Pago
- Comprometerse a vivir en una casa reparada durante tres años

Alcance de los servicios

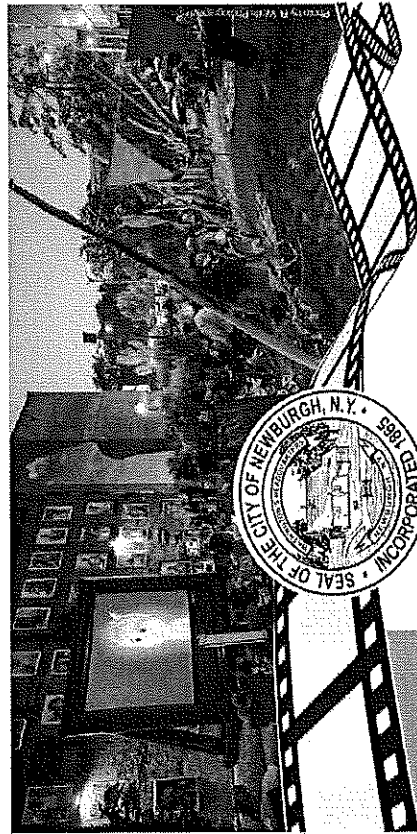
Habitat Newburgh facilitará reparaciones/reemplazos de techos de propietarios de ingresos bajos/moderados. Viviendas ocupadas en la ciudad de Newburgh. Reparación de Habitat Newburgh/Iniciativa de reemplazo, que permite usar hasta \$12,500 para la reparación del techos proyectos de reemplazo serán administrados de la misma manera que Programa de Propiedad de Vivienda de Habitat Newburgh, donde la aprobación del proyecto es depende de la capacidad de cada beneficiario para cumplir con las pautas de ingresos de HUD. Se requerirá que cada dueño de casa proporcione declaraciones de ingresos y asumir la responsabilidad de cualquier costo que exceda los \$12,500.

Las solicitudes se aceptan del 20 de junio al 1 de julio de 2022



¿Listo para aplicar? ¿Quiere aprender más?

Llámenos: 845-568-6035 x104
Visita nuestra oficina: 125 Washington St, Newburgh, NY
Visita nuestro sitio web: habitatnewburgh.org



The City of Newburgh and Safe Harbors of the Hudson present:

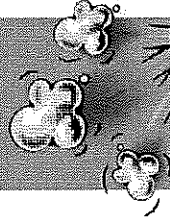
Free Summer Movies on Safe Harbors Green

Safe Harbors Green (corner of Broadway and Liberty Street),
rain location: Safe Harbors Lobby at the Ritz (107 Broadway, Newburgh)

Attendees are welcome to bring a blanket.

Thursdays
at sundown
8:30 p.m.

Pre-Movie Events
Begin 7:30 p.m.



Free Popcorn

June 30 July 7 July 14 July 21 July 28 Aug. 4

June 30 - Encanto
July 7 - Spider-Man, No Way Home
July 14 - Luca

July 21 - King Richard
July 28 - Shang-Chi

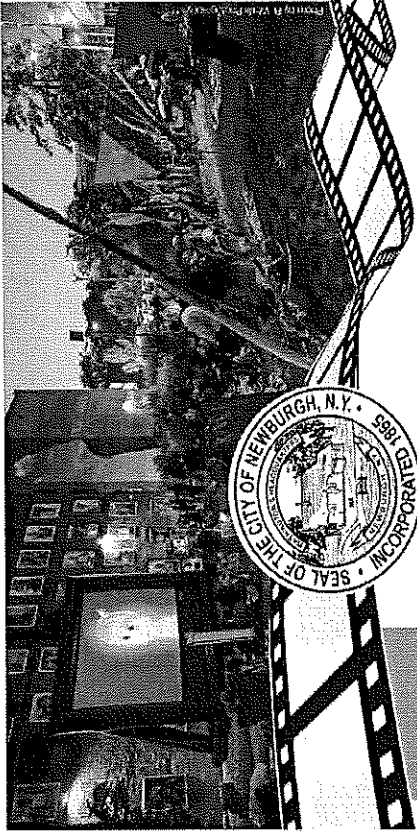
August 4 - Space Jam, A New Legacy
<https://www.cityofnewburgh-ny.gov>

Transforming lives and building community through housing and the arts.

SAFE
HARBORS
OF THE HUDSON

HOUSING • ARTS • COMMUNITY

Safe Harbors Green • Broadway/Liberty Street • www.safe-harbors.org



The City of Newburgh and Safe Harbors of the Hudson present:

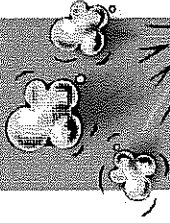
Películas de verano gratis en Safe Harbors Green

Safe Harbors Green (esquina de Broadway y Liberty Street),
ubicación en caso de lluvia: Vestíbulo Safe Harbors en el Ritz (107 Broadway, Newburgh)

Los asistentes pueden traer una manta.

jueves
al atardecer
8:30 p.m.

Eventos previos
a la película
Comienzo
7:30 p.m.



Palomitas
de maíz gratis

June 30 July 7 July 14 July 21 July 28 Aug. 4

30 de junio - Encanto
7 de julio - Spider-Man, No Way Home
14 de julio - Luca

21 de julio - King Richard
28 de julio - Shang-Chi

4 de agosto - Space Jam, A New Legacy
<https://www.cityofnewburgh-ny.gov>

Transforming lives and building community through housing and the arts.

SAFE
HARBORS
OF THE HUDSON

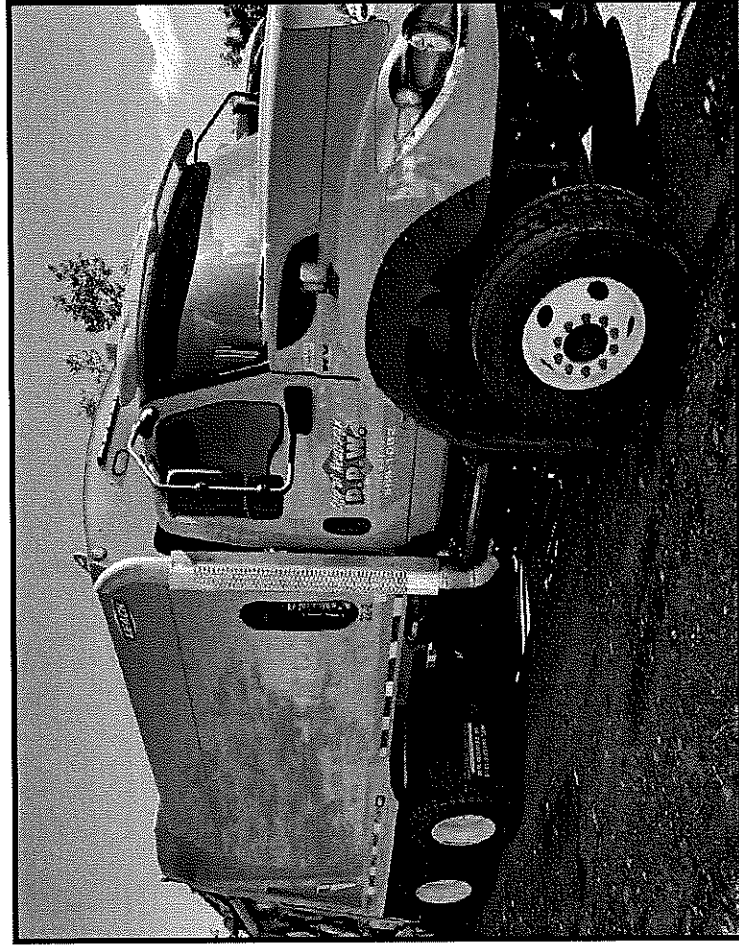
HOUSING • ARTS • COMMUNITY

Safe Harbors Green • Broadway/Liberty Street • www.safe-harbors.org



SANITATION TOTALS FOR THE MONTH OF MAY

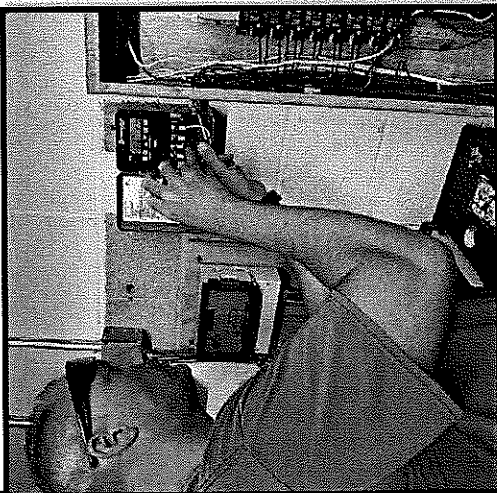
- 995 tons of solid waste
- 90 tons of recycle material



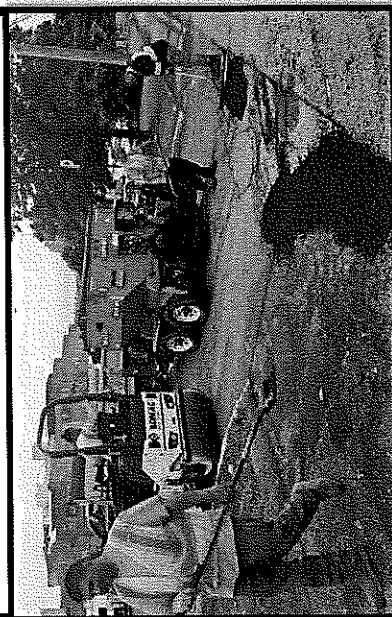
SANITATION ENFORCEMENT TOTALS FOR MAY

- 191 warning letters mailed
- 52 violation letters issued

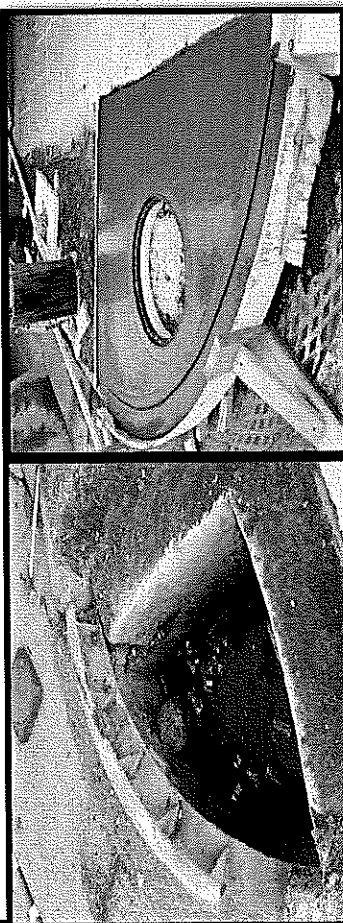
**ADDRESSING PARKING
LOT LIGHTS AT THE
POLICE DEPARTMENT**



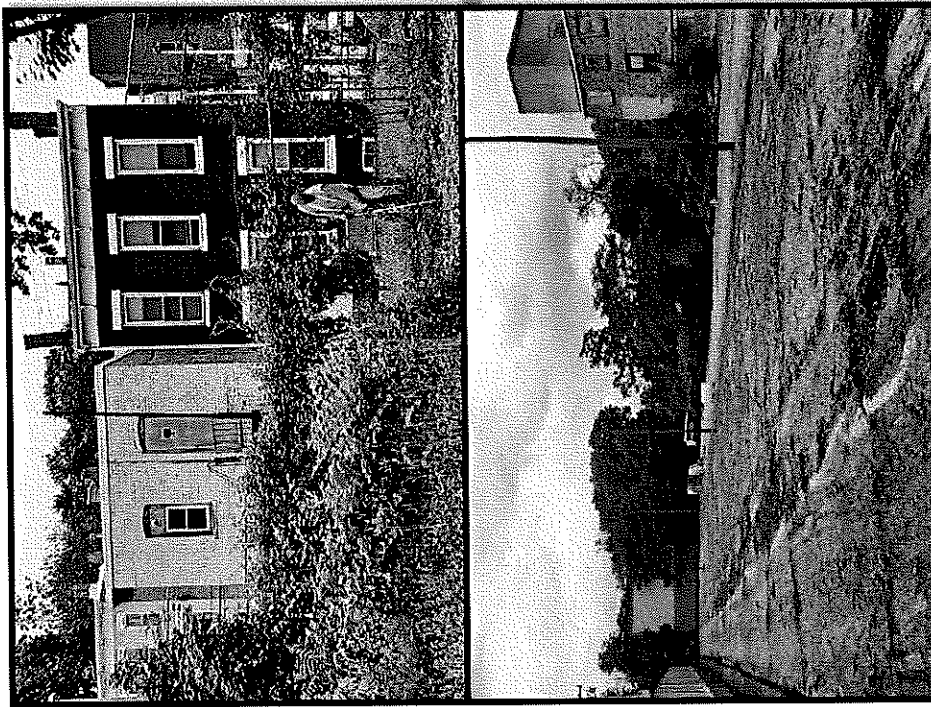
FILLING POTHOLES CITY WIDE



PERFORMING BASIN REPAIRS AT VARIOUS LOCATIONS

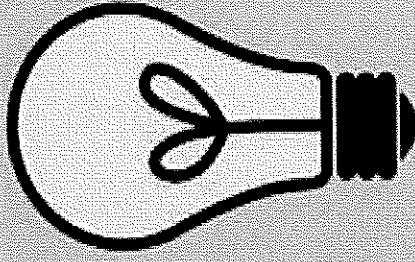


**JOHNSTON STREET PARKING
LOT CLEANING**





#9PMRoutine



- ☐ **Remove** valuables from your car
- ☐ **Lock** your car and home
- ☐ **Activate** exterior lights, security cameras,
and alarm systems



**POLICE OFFICER EXAM
&
POLICE OFFICER
SPANISH SPEAKING EXAM**

**TEST DATE:
SEPTEMBER 17TH, 2022**

**FILING PERIOD:
JULY 12TH - AUGUST 12TH,
2022**

**STARTING SALARY: \$45,846
EXCELLENT BENEFITS**

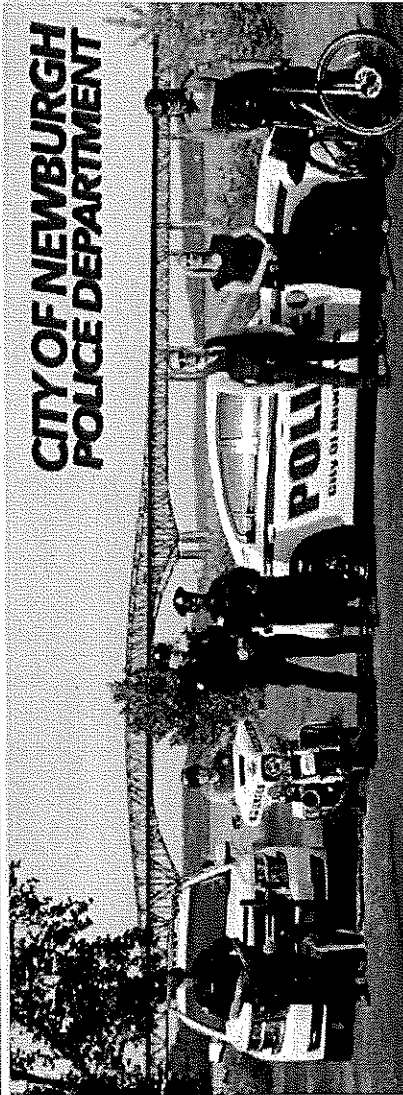
Requirements to apply:

- High School or Equivalency Diploma
- Must be between ages 20 to 35 (Reduction for Veterans)
- Open to Orange, Ulster, Sullivan, Dutchess, Putman, Rockland, and Westchester County residents
- \$50 Exam Fee (Waiver available to qualified candidates)
- Must be a U.S. Citizen
- No Felony Convictions

Preference in appointment will be given to City of Newburgh residents

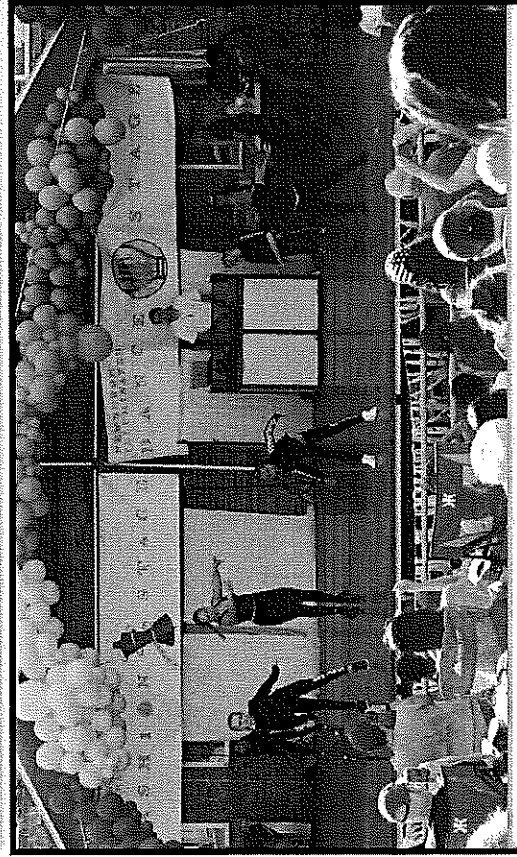
**Register for Exam notification at
www.cityofnewburgh-ny.gov**

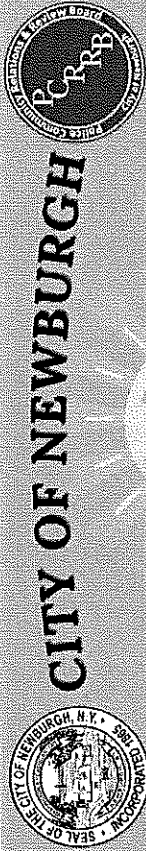
**CITY OF NEWBURGH
POLICE DEPARTMENT**



BETHE CHANGE!

NEWBURGH FESTIVAL





CITY OF NEWBURGH

JUMP INTO JUNE

DATE:

JUNE 25, 2022

TIME:

11:00 A.M. - 4:00 P.M.

LOCATION:

**TYRONE CRABB MEMORIAL PARK
(94 SOUTH STREET)**

FREE FOOD

FREE ENTERTAINMENT

**PARENTS MUST ACCOMPANY
CHILDREN**

FREE GIVEAWAYS,

**CHALK, JUMP ROPES,
BASKETBALLS, SOCCER BALLS
AND MORE!**



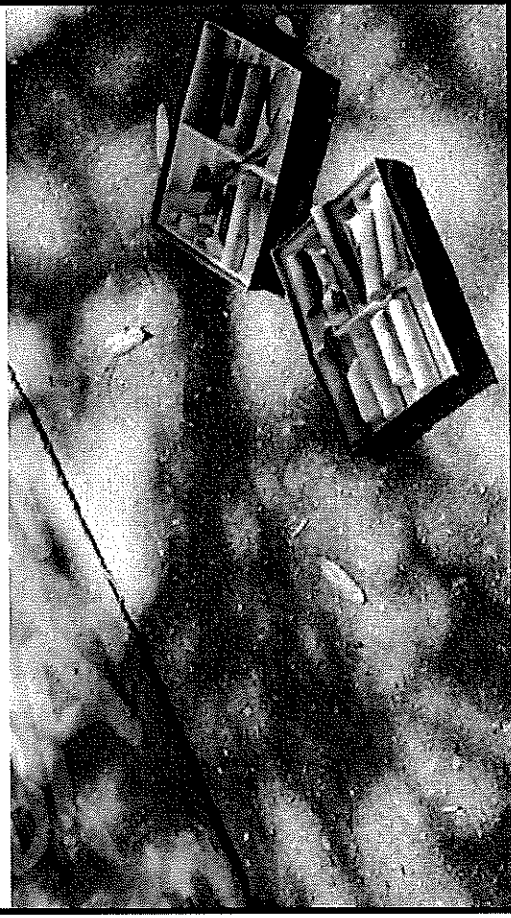
COME JOIN US FOR SOME FAMILY FUN!

FOR MORE INFORMATION CONTACT CERTAIRA BOYD AT 347-417-1191



LOVE YOUR BLOCK

Mini-Grants



**THOSE INTERESTED IN APPLYING FOR THE MINI-
GRANTS MUST CONTACT NICK EDWARD
AT 845-569-7385**

BOARD & COMMISSION VACANCY REMINDERS

Apply to
Serve on the



CITIZENS ADVISORY COMMITTEE

SEVEN MEMBERS

- 1 from each Ward
- 3 residents At-Large

APPLY ONLINE ON THE CITY WEBSITE
OR SUBMIT A COMPLETED APPLICATION
AT CITY HALL, 83 BROADWAY



SUBMIT AN APPLICATION BY

JUNE 15



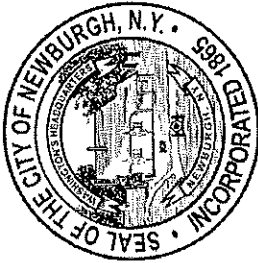
CITY OF NEWBURGH SEEKS

MEMBER FOR BOARD OF ELECTRICAL EXAMINERS

SUBMIT AN APPLICATION BY

JULY 8

COMMUNITY REMINDERS



Bulk Item Pickup Program

CALL BY 3:00 PM ON JUNE 28

**TO SCHEDULE A PICK UP
CALL 845-565-3297**

JUNETEENTH celebration

Located at
Downing Park

SPECIAL PERFORMANCES BY



@KUSWAI



@TIERALYNNE



**@NEWBURGH ARMORY
DANCERS**



@GIOGENESIS

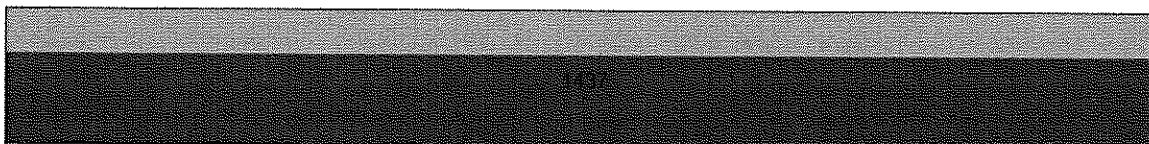


@LAURANMARIEOFFICIAL

**JUNE 19TH
10AM-6PM**

**NEWBURGH NY
181-141 CARPENTER
AVE**

**FOR MORE INFORMATION
CALL 845-522-8121**



PRESENTATIONS

1st Public Hearing for the FY2023 Community Development Block Grant (CDBG) Annual Action Plan (AAP)

Mayor Harvey called a public hearing to receive public comments on the City of Newburgh Community Development Block Grant (CDBG) FY2023 Annual Action Plan

Hector Marin, scheduled to comment online, was not available at this time.

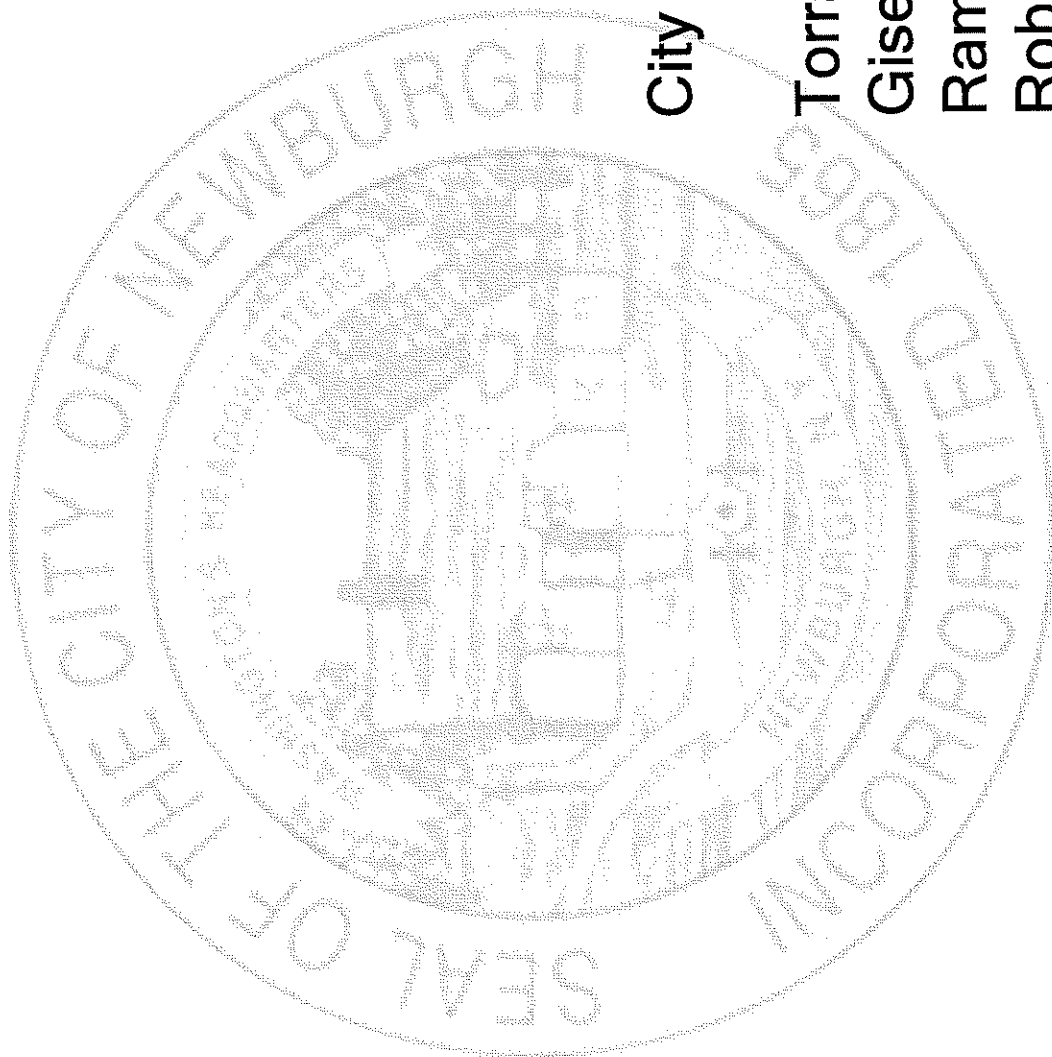
Jewel Martin, who is currently homeless, commented. She would like to see the police, fire and all of our department heads who are representative of our city, compensated with this funding. She always sees other individuals and organizations receiving funds, but, we are not taking care of the foundation of the city, which are our essential city departments. If an officer gets hurt on the job, the spouse and children become impoverished. Same with firefighters. They put their lives on the line for people every day. Additional funding should also go to those individuals that renovate their buildings thoroughly. Being in a shelter, and being on a wait list is agonizing enough, so why not purchase more buildings to take people off of these waiting lists. Give funding to those individuals and developers that really do something with their buildings. They are not taking away any resources from the city.

There being no one else wishing to speak for or against this public hearing, this portion of the meeting was closed.

Community Development Block Grant (“CDBG”) FY2023 Annual Action Plan

Department of Planning &
Development
June, 2022





City of Newburgh City Council:

Torrance Harvey, Mayor
Giselle Martinez, Ward 1
Ramona Monteverde, Ward 2
Robert Sklarz, Ward 3
Patty Sofokles, Ward 4
Anthony Grice, At-Large
Omari Shakur, At-Large



City of Newburgh Community Development Goals - Refresher

- Economic Development without Displacement.
- Enhance outreach and communications with the community.
- Support a climate that values diversity, rewards independence, nourishes creativity, and brings all of us together.

Successful community building requires reestablishing trust, which takes time, patience, outreach and communication.



“CDBG” - Brief Primer

COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

- Community Development Block Grant (CDBG) - Administered by the U.S. Department of Housing and Urban Development (HUD)
- Allocated to local and state governments on a formula basis.
- The City of Newburgh is under the Orange County Consortium (Orange County, City of Newburgh, City of Middletown).
- The City of Newburgh is required to prepare and submit a Consolidated Plan that establishes goals for the use of CDBG funds. The current City of Newburgh Consolidated Plan: FY2020-FY2024
- Projects **MUST** be consistent with national priorities for CDBG:
 - Activities that benefit low- and moderate-income people;
 - The prevention or elimination of slums or blight; or
 - Community development activities to address an urgent threat to health or safety.



Proposed FY2023 CDBG Projects/Funding

Projects Funded through Entitlement Grant	Priority Need Addressed	Project Name	Proposed Activities (Examples)	Project Funding
	Housing	Housing	In Rem Property Program: To continue funding the salaries/benefits of 3 City of Newburgh Employees. Also fund materials needed to maintain foreclosed properties, such as snow shovels, weed wackers, locks/keys.	\$175,167.00
	Housing	Housing	Homeowner Assistance Repair Program Managed by City of Newburgh Subrecipient.	\$25,000.00
	Infrastructure Improvements	Infrastructure Improvements	To continue funding Curb Ramp & Sidewalk Improvements project.	\$300,000.00
	Infrastructure Improvements	Public Facility Improvements	Public Accessibility Improvements to City of Newburgh Buildings, Parks, Other Public Spaces.	\$100,000.00
	Economic Development	Economic Development	Economic Development Activities	\$20,000.00
	Quality of Life Improvements	Neighborhood Services	Public Service Activity, Subject to 15% Annual Allocation Cap. Examples of Activities: Summer Film Festival (Activities Subject to City of Newburgh operational approval).	\$15,000.00
		Neighborhood Services	Public Service Activity, Subject to 15% Annual Allocation Cap. Examples of Activities: City of Newburgh Community Outreach Activities (Activities Subject to City of Newburgh operational approval).	\$15,000.00
		Neighborhood Services	Public Service Activity, Subject to 15% Annual Allocation Cap. Examples of Activities: Workforce On-the-Job Training (Activities Subject to City of Newburgh operational approval).	\$25,000.00
	Administration	Administration	Administration Subject to 20% Annual Allocation Cap. Activities include: Program Administration, Staff Salary and Benefits, language translation services, program operating costs (including mailings), program trainings/conference.	\$175,169.00
			Proposed Total FY2023 Allocation	\$850,336.00



Contingency Funding

If the actual annual allocation amount exceeds the proposed estimate, the project budgets will increase by:

Projects Funded through Entitlement Grant	Priority Need Addressed	Project Name	Proposed Activities (Examples)	Project Funding	% Project Increase, if HUD allocation greater than proposed (approx.)
	Housing	Housing	In Rem Property Program: To continue funding the salaries/benefits of 3 City of Newburgh Employees. Also fund materials needed to maintain foreclosed properties, such as snow chovrds, weed wackers, locks/keys.	\$175,167.00	No Change
	Housing	Housing	Homeowner Assistance Repair Program Managed by City of Newburgh Subrecipient.	\$25,000.00	30%
	Infrastructure Improvements	Infrastructure Improvements	To continue funding Curb Ramp & Sidewalk Improvements Project.	\$300,000.00	30%
	Infrastructure Improvements	Public Facility Improvements	Public Accessibility Improvements to City of Newburgh Buildings, Parks, Other Public Spaces.	\$100,000.00	20%
	Economic Development	Economic Development	Economic Development Activities	\$20,000.00	No Change
	Quality of Life Improvements	Neighborhood Services	Public Service Activity, Subject to 15% Annual Allocation Cap. Examples of Activities: Summer Film Festival, Activities Subject to City of Newburgh operational approval).	\$15,000.00	5%
		Neighborhood Services	Public Service Activity, Subject to 15% Annual Allocation Cap. Examples of Activities: City of Newburgh Community Outreach Activities (Activities Subject to City of Newburgh operational approval).	\$15,000.00	5%
		Neighborhood Services	Public Service Activity, Subject to 15% Annual Allocation Cap. Examples of Activities: Workforce On-the-Job Training (Activities Subject to City of Newburgh operational approval).	\$25,000.00	10%
	Administration	Administration	Administration Subject to 20% Annual Allocation Cap. Activities include: Program Administration, Staff Salary and Benefits, language translation services, program operating costs (including mailings), program trainings/conference.	\$175,168.00	No Change
Proposed Total FY2023 Allocation				\$850,336.00	



Contingency Funding

If the actual annual allocation amount is less than the proposed estimate, the project budgets will decrease by:

Projects Funded through Entitlement Grant	Priority Need Addressed	Project Name	Proposed Activities (Examples)	Project Funding	% Project decrease, if HUD allocation less than proposed (approx.)
Projects Funded through Entitlement Grant	Housing	Housing	In Rent Property Program: To continue funding the salaries/benefits of 3 City of Newburgh Employees. Also fund materials needed to maintain foreclosed properties, such as snow shovels, weed wackers, locks/keys.	\$175,167.00	10%
	Housing	Housing	Homeowner Assistance Repair Program Managed by City of Newburgh Subrecipient.	\$25,000.00	10%
	Infrastructure Improvements	Infrastructure Improvements	To continue funding Curb Ramp & Sidewalk Improvements project.	\$300,000.00	20%
	Infrastructure Improvements	Public Facility Improvements	Public Accessibility Improvements to City of Newburgh Buildings, Parks, Other Public Spaces.	\$100,000.00	10%
	Economic Development	Economic Development	Economic Development Activities	\$20,000.00	10%
	Quality of Life Improvements	Neighborhood Services	Public Services Activity, Subject to 15% Annual Allocation Cap. Examples of Activities: Summer Film Festival (Activities Subject to City of Newburgh operational approval).	\$15,000.00	10%
		Neighborhood Services	Public Services Activity, Subject to 15% Annual Allocation Cap. Examples of Activities: City of Newburgh Community Outreach Activities (Activities Subject to City of Newburgh operational approval).	\$15,000.00	10%
		Neighborhood Services	Public Services Activity, Subject to 15% Annual Allocation Cap. Examples of Activities: Workforce On-the-job Training (Activities Subject to City of Newburgh operational approval).	\$25,000.00	10%
	Administration	Administration	Administration Subject to 20% Annual Allocation Cap. Activities include: Program Administration, Staff Salary and Benefits, language translation services, program operating costs (including mailings), program training/conference.	\$175,165.00	10%
	Proposed Total FY2023 Allocation			\$850,335.00	



Project: Housing
Proposed Activities:

- In Rem Property Program
- Homeowner Repair Assistance Program
(Implemented by City of Newburgh
Housing Partner)

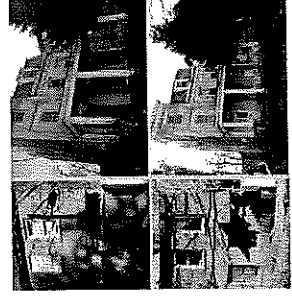


Proposed Housing Activity: In Rem Property Program

Budget: \$175,167.00

Description:

- Activity staffed by 2 full-time Department of Public Works employees and 1 employee of the Planning & Development Department dedicated to the in rem program.
- Provides maintenance and security of vacant properties. Keeps properties habitable, neighborhoods looking good, maintains/increases property values.



Proposed Housing Activity: Home Repair Assistance

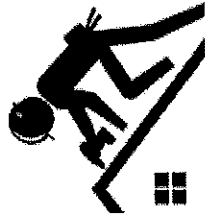
Program

Budget: \$25,000.00

Description:

- Funding for Home Repair Assistance Program for Low/Moderate Income City of Newburgh Homeowners.* Implemented through City of Newburgh Housing Partner.

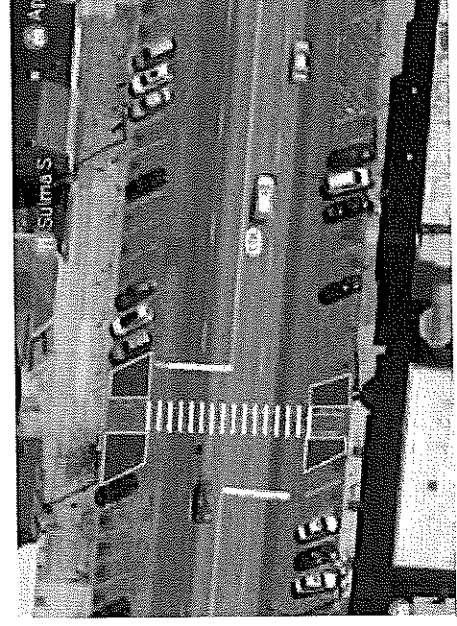
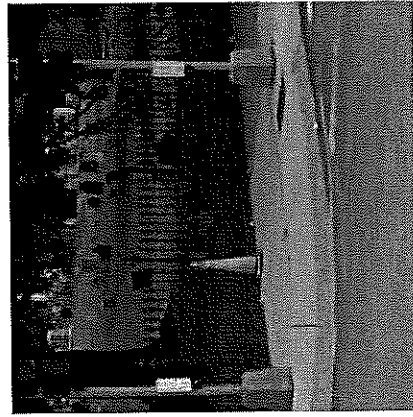
*Repairs may include: roofs, railings, steps, etc., as identified by City of Newburgh Housing Partner.



Proposed Infrastructure Improvements Activity:
Curb Ramp and Sidewalk Upgrades
Budget: \$300,000.00

Description:

- Funding to continue funding Curb Ramp & Sidewalk Improvements project.

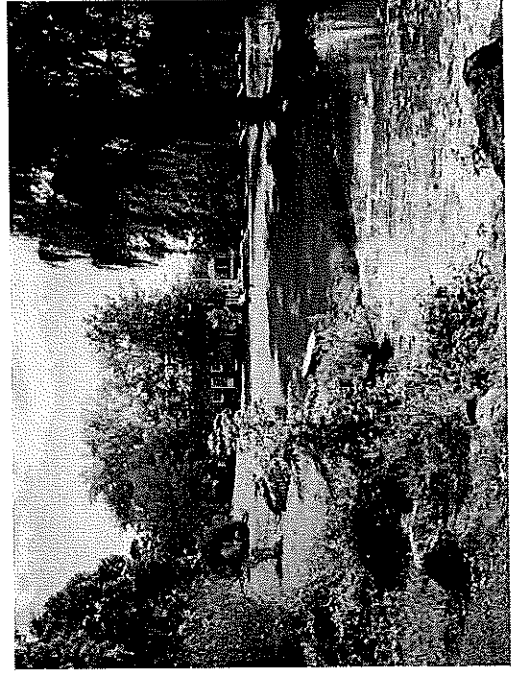


Proposed Infrastructure Improvements Activity: Public Facility Improvements

Budget: \$100,000.00

Description:

- Funding for Public Accessibility Improvements to City of Newburgh Buildings, Parks, Other Public Spaces.



Proposed Economic Development Activity:

Business Assistance

Budget: \$20,000.00

Description:

- Funding for business assistance, such as business signage.

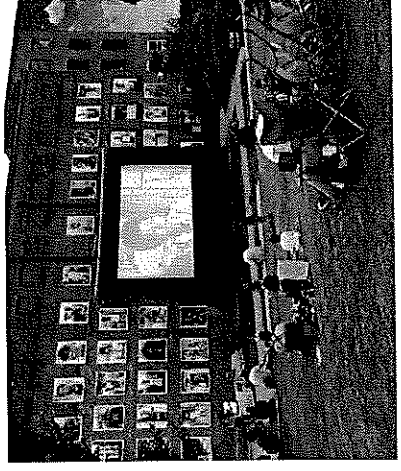
Proposed Quality of Life Activity: Neighborhood Services

Budget: \$15,000.00

Description (Anticipated Services):

- 2023 Summer Film Festival
- National Night Out

Important: Public Service Activity, subject to 15% Annual Allocation Cap.



Proposed Quality of Life Activity: Neighborhood Services

Budget: \$15,000.00

Description (Anticipated Services):

- City of Newburgh Community Outreach Activities, such as Community Violence Intervention (CVI) Activities.

Important: Public Service Activity, subject to 15% Annual Allocation Cap.



Proposed Quality of Life Activity: Neighborhood Services

Budget: \$25,000.00

Description (Anticipated Services):

- Workforce On-the Job-Training (Activities Subject to City of Newburgh operational approval)

Important: Public Service Activity, subject to 15% Annual Allocation Cap.

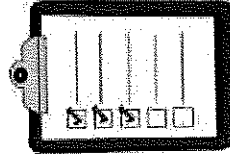


Proposed Activity: Administration

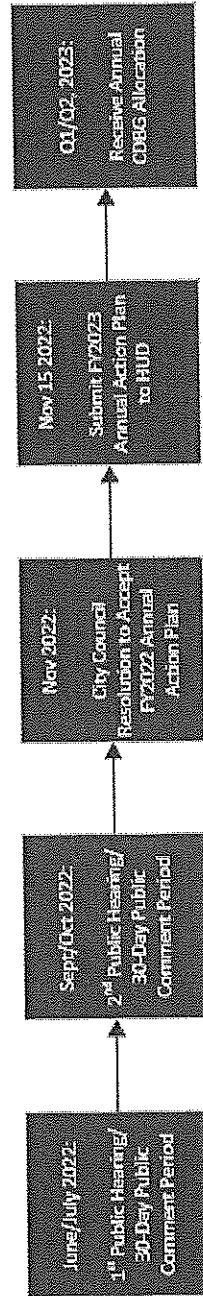
Budget: \$175,169.00

Description:

- Funding for program administration, staff salary and benefits, language translation services, program operating costs (including mailings), program trainings/conference.



FY2023 CDBG AAP Timeline



FY 2023 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROJECTS TIMELINE



**FY2023 Annual Action Plan
Community Development Block Grant (CDBG)**

Projects Funded through Entitlement Grant	Priority Need Addressed	Project Name	Proposed Activities (Examples)	Project Funding (approx.)	% Project increase, if HUD allocation greater than proposed (approx.)		% Project decrease, if HUD allocation less than proposed (approx.)
	Housing	Housing	In Rent Property Program: To continue funding the salaries/benefits of 3 City of Newburgh Employees. Also fund materials needed to maintain foreclosed properties, such as snow shovels, weed wackers, locks/keys.	\$175,167.00	No Change		10%
	Housing	Housing	Homeowner Assistance Repair Program Managed by City of Newburgh Subrecipient.	\$25,000.00	30%		10%
	Infrastructure Improvements	Infrastructure Improvements	To continue funding Curb Ramp & Sidewalk Improvements project.	\$300,000.00	30%		20%
	Infrastructure Improvements	Public Facility Improvements	Public Accessibility Improvements to City of Newburgh Buildings, Parks, Other Public Spaces.	\$100,000.00	20%		10%
	Economic Development	Economic Development	Economic Development Activities	\$20,000.00	No Change		10%
	Quality of Life Improvements	Neighborhood Services	Public Service Activity, Subject to 15% Annual Allocation Cap. Examples of Activities: Summer Film Festival (Activities Subject to City of Newburgh operational approval).	\$15,000.00	5%		10%
		Neighborhood Services	Public Service Activity, Subject to 15% Annual Allocation Cap. Examples of Activities: City of Newburgh Community Outreach Activities (Activities Subject to City of Newburgh operational approval).	\$15,000.00	5%		10%
		Neighborhood Services	Public Service Activity, Subject to 15% Annual Allocation Cap. Examples of Activities: Workforce On-the-Job Training (Activities Subject to City of Newburgh operational approval).	\$25,000.00	10%		10%
	Administration	Administration	Administration Subject to 20% Annual Allocation Cap. Activities include: Program Administration, Staff Salary and Benefits, language translation services, program operating costs (including mailings), program trainings/conference.	\$175,169.00	No Change		10%
Proposed Total FY2023 Allocation				\$850,336.00			

**FY2023 Annual Action Plan
Community Development Block Grant (CDBG)**

Proyectos Financiados a Traves de la Subvencion de Subsidios	Necesidad Prioritaria Pretendida	Nombre del Proyecto	Actividades Propuestas [Ejemplos]	Financiación de proyectos	% De aumento del proyecto, si la asignación de HUD es mayor que la propuesta (aprox.)
Proyectos Financiados a Traves de la Subvencion de Subsidios	Vivienda	Vivienda	Programa de Propiedad in Rem: Para continuar financiando los salarios / beneficios de 3 empleados de la Ciudad de Newburgh. También fondos para materiales necesarios para mantener propiedades hipotecadas, como palas de nieve, malezas, cerraduras/llaves.	\$175,167.00	No Cambio
	Vivienda	Vivienda	Programa de asistencia de Reparación para Propietarios Administrado por Subreceptor de la Ciudad de Newburgh.	\$25,000.00	30%
	Mejoras de Infraestructura	Mejoras de Infraestructura	Continuar financiando el proyecto de mejoras de Rampas y aceras.	\$300,000.00	30%
	Mejoras de Infraestructura	Mejoras en las Instalaciones Públicas	Mejoras de Accesibilidad Pública a los Edificios, Parques y otros Espacios Públicos de la Ciudad de Newburgh.	\$100,000.00	20%
	Desarrollo Economico	Desarrollo Economico	Actividades de Desarrollo Economico	\$20,000.00	No Change
	Mejoras de Calidad de Vida	Servicios a los Vecindarios	actividad de servicio público, sujeta a un límite de asignación anual del 15%. ejemplos de actividades: festival de cine de verano (actividades sujetas a la aprobación operativa de la ciudad de Newburgh).	\$15,000.00	5%
		Servicios a los Vecindarios	Actividad de Servicio público, sujeta al límite de asignación anual del 15%. Ejemplos de actividades: Actividades de Alcance Comunitario de la Ciudad de Newburgh (actividades sujetas a la aprobación operacional de la Ciudad de Newburgh).	\$15,000.00	5%
		Servicios a los Vecindarios	Actividad de servicio público, sujeta al límite de asignación anual del 15%. Ejemplos de actividades: Capacitación de la fuerza laboral en el trabajo (actividades sujetas a la aprobación operativa de la Ciudad de Newburgh).	\$25,000.00	10%
	Administración	Administración	Administración Sujeta al 20% del límite de asignación anual. Las actividades incluyen: Administración del Programa, Salario y Beneficios del Personal, servicios de traducción de idiomas, costos de operación del programa (incluyendo envíos por correo), capacitación/conferencias del programa.	\$175,169.00	No Cambio
			Asignación Total Propuesta para el Año Fiscal 2023	\$850,336.00	

FY2023 Annual Action Plan
Community Development Block Grant (CDBG)

% Disminucion del proyecto, si la asignación de HUD es inferior a la propuesta (aprox.)
10%
10%
20%
10%
10%
10%
10%
10%
10%

RESOLUTION NO.: 128 - 2022

OF

MAY 23, 2022

A RESOLUTION OPENING A 30-DAY PUBLIC COMMENT PERIOD AND
SCHEDULING A PUBLIC HEARING FOR JUNE 13, 2022
TO RECEIVE PUBLIC COMMENT ON THE CITY OF NEWBURGH'S
PROPOSED ACTIONS WITH RESPECT TO
THE COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM FOR THE
ANNUAL ACTION PLAN FOR FISCAL YEAR 2023

WHEREAS, the City of Newburgh has prepared a five-year Consolidated Housing and Community Development Strategy and Plan in accordance with the planning requirements of the Housing and Community Development Act of 1974 and applicable regulations; and

WHEREAS, the City is now preparing a one-year Annual Action Plan for FY 2023 in order to implement various elements of the strategies identified in its Consolidated Plan and must satisfy all statutory requirements, including those related to citizen participation;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the time for citizen participation is commenced by opening a 30-day period beginning on June 14, 2022 and closing on July 14, 2022 to receive public comment on the City of Newburgh's proposed actions with respect to the Community Development Block Grant Program for the FY 2023 Annual Action Plan; and

BE IT FURTHER RESOLVED, by the Council of the City of Newburgh, New York that there is scheduled a public hearing to receive public comment on the City of Newburgh's proposed actions with respect to the Community Development Block Grant Program for the Consolidated Plan for Housing and Community Development for FY 2023; and that such public hearing be and hereby is duly set to be held at 7:00 p.m. on the 13th day of June, 2022 in the City Council Chambers, 83 Broadway, City Hall, 3rd Floor, Newburgh, New York; and

BE IT FURTHER RESOLVED, that consistent with Chapter 1 of the Laws of 2022, and the state disaster emergency as set forth in Governor Hochul's Executive Order 11, as amended, the June 13, 2022 City Council meeting also will be accessible via videoconferencing, and a transcript will be provided at a later date. The public will have the option to see and hear the meeting live and provide comments on the proposed CDBG FY2023 Annual Action Plan as follows:

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

To access the City Council Meeting remotely: join from a PC, Mac, iPad, iPhone, or Android device through the Zoom App:
https://us06web.zoom.us/webinar/register/WN_dIYtx1LoRcCC2JZKBjVa0A. Please note that there is an underscore between the "N" and "d").

In order to provide comments during the hearing you must register in advance for this webinar no later than 4:00 p.m. on Monday, June 13, 2022 through the Zoom App:
https://us06web.zoom.us/webinar/register/WN_dIYtx1LoRcCC2JZKBjVa0A. Please note that there is an underscore between the "N" and "G"). Please fill out the required information (First Name, Last Name, E-mail Address and check appropriate box to comment during the public hearing). After registering, you will receive a confirmation email containing information about joining the webinar.

Comments can be provided by email before the meeting to comments@cityofnewburgh-ny.gov with the Subject Line in this format: "PUBLIC HEARING ITEM" by 4:00 p.m. on Monday, June 13, 2022. Please check the meeting Agenda posted on the website for further instructions to access the virtual meeting and for updated information.

I, Lorene Vittek, City Clerk of the City of Newburgh,
hereby certify that I have compared the foregoing with the
original resolution adopted by the Council of the City of
Newburgh at a regular meeting held June 13, 2022
and that it is a true and correct copy of such original.

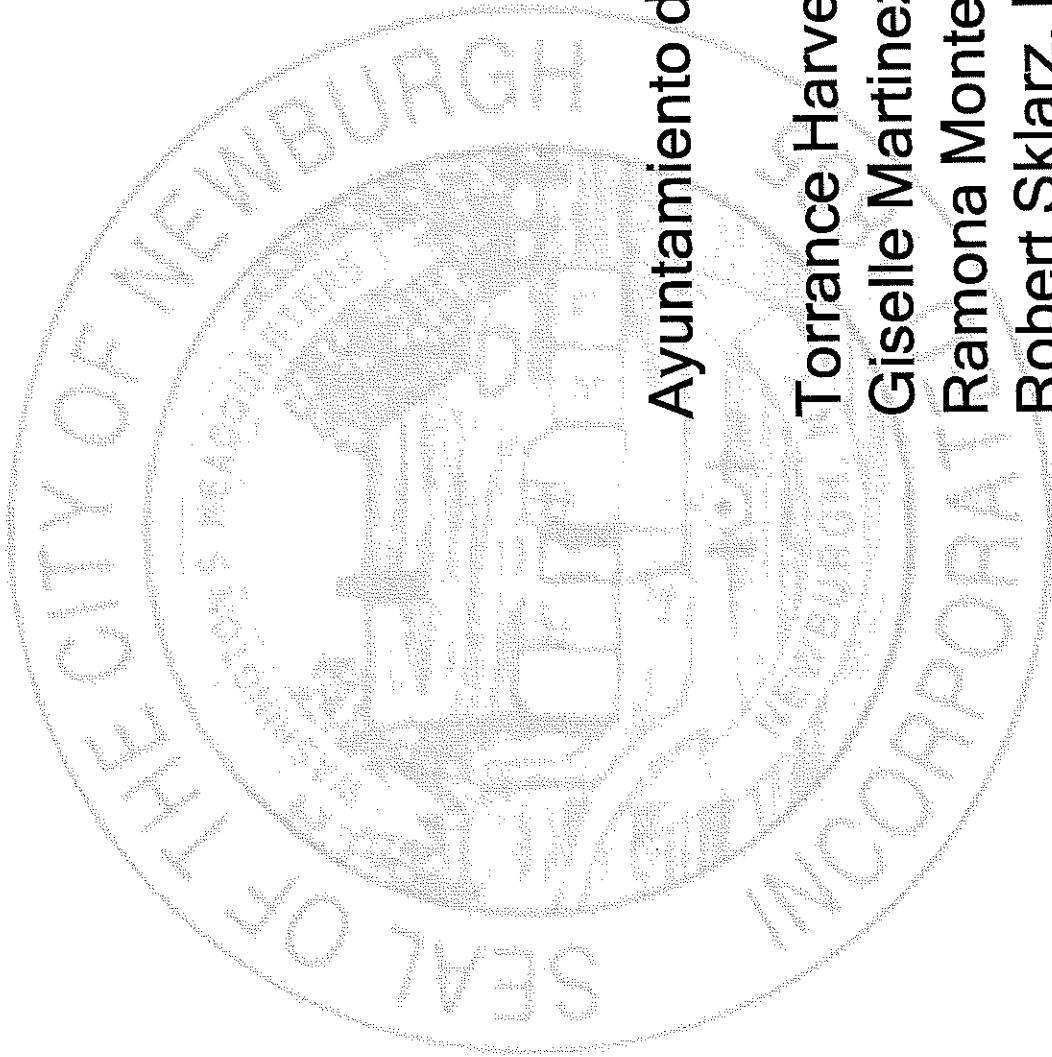
Witness my hand and seal of the City of
Newburgh this 13th day of June, 2022

Lorene Vittek
City Clerk



Subvención de Desarrollo de los Bloques Comunitarios (“CDBG”) Plan de Acción Anual del Año Fiscal 2023

Departamento de Planificación y Desarrollo junio, 2022



Ayuntamiento de la Ciudad de Newburgh:

Torrance Harvey, Alcalde

Giselle Martinez, Distrito Electoral 1

Ramona Monteverde, Distrito Electoral 2

Robert Sklarz, Distrito Electoral 3

Patty Sofokles, Distrito Electoral 4

Anthony Grice, En-General

Omari Shakur, En-General



Metas del Desarrollo Comunitario de la Ciudad de Newburgh - Actualización

- Desarrollo Económico sin Desplazamiento.
- Mejorar el alcance y Comunicaciones con la comunidad.
- Apoyar un ambiente que valore la diversidad, recompense la independencia, alimente la creatividad, y nos reúna a todos.

El éxito de la construcción de una comunidad requiere reestablecer la confianza; lo cual lleva tiempo, paciencia, comunicación y la inclusión de todos.



“CDBG” – Introducción Breve

COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

- Subvención para Desarrollo de los Bloques Comunitarios (CDBG) – Administrado por el Departamento de Vivienda y Desarrollo Urbano de los Estados Unidos (HUD).
- Asignados a los gobiernos locales y estatales sobre la base de una fórmula.
- La Ciudad de Newburgh esta bajo el Consorcio del Condado de Orange, (Condado de Orange, Ciudad de Newburgh, Ciudad de Middletown).
- La Ciudad de Newburgh esta obligada a preparar y presentar un Plan Consolidado que establece metas para el uso de los fondos del CDBG. El Plan Consolidado Actual de la Ciudad de Newburgh: AF2020-AF2024
- Los proyectos DEBEN ser consistentes con las prioridades nacionales del CDBG:
 - Actividades que beneficien a personas de ingresos bajos-o-moderados;
 - La prevención o eliminación de suburbios o deterioros; o
 - Actividades de desarrollo comunitario para hacer frente a una amenaza urgente a la salud o a la seguridad.



Proyectos/Financiación Propuestos CDBG AF2023

Proyectos Financiados a Traves de la Subvención de Subsidios	Necesidad Prioritaria Ptendida		Nombre del Proyecto	Actividades Propuestas (Ejemplos)	Financiación de proyectos	% De aumento del proyecto, si la asignación de HUD es mayor que la propuesta (aprox.)	% Disminución del proyecto, si la asignación de HUD es inferior a la propuesta (aprox.)
Vivienda	Vivienda		Vivienda	Programa de Propiedad In Rem: Para continuar financiando los salarios / beneficios de 3 empleados de la Ciudad de Newburgh. También fondos para materiales necesarios para mantener propiedades hipotecadas, como patas de nieve, malezas, cerraduras/llaves.	\$175,167.00	No Cambio	10%
	Vivienda		Vivienda	Programa de asistencia de Reparación para Propietarios Administrado por Subreceptor de la Ciudad de Newburgh.	\$25,000.00	30%	10%
Mejoras de Infraestructura	Mejoras de Infraestructura		Mejoras de Infraestructura	Continuar financiando el proyecto de mejoras de Rampas y aceras.	\$300,000.00	30%	20%
	Mejoras de Infraestructura		Mejoras en las Instalaciones Públicas	Mejoras de Accesibilidad Pública a los Edificios, Parques y otros Espacios Públicos de la Ciudad de Newburgh.	\$100,000.00	20%	10%
Desarrollo Economico	Desarrollo Economico		Desarrollo Economico	Actividades de Desarrollo Economico	\$20,000.00	No Cambio	10%
	Mejoras de Calidad de Vida		Servicios a los Vecindarios	Actividad de servicio público, sujeta a un límite de asignación anual del 15%. Ejemplos de actividades: Festival de cine de verano (actividades sujetas a la aprobación operativa de la ciudad de Newburgh)	\$15,000.00	5%	10%
Administración	Administración		Servicios a los Vecindarios	Actividad de Servicio público, sujeta al límite de asignación anual del 15%. Ejemplos de actividades: Actividades de Alcance Comunitario de la Ciudad de Newburgh (actividades sujetas a la aprobación operativa de la Ciudad de Newburgh).	\$15,000.00	5%	10%
	Administración		Servicios a los Vecindarios	Actividad de servicio público, sujeta al límite de asignación anual del 15%. Ejemplos de actividades: Capacitación de la fuerza laboral en el trabajo (actividades sujetas a la aprobación operativa de la Ciudad de Newburgh).	\$25,000.00	10%	10%
Administración	Administración		Administración	Administración Sujeta al 20% del límite de asignación anual. Las actividades incluyen: Administración del Programa, Salario y Beneficios del Personal, servicios de traducción de idiomas, costos de operación del programa (incluyendo envíos por correo), capacitación/conferencias del programa.	\$175,169.00	No Cambio	10%
				Asignación Total Propuesta para el Año Fiscal 2023	\$850,336.00		



Financiación de Contingencias

Si el monto real de la asignación anual excede la estimación propuesta, los presupuestos del proyecto aumentarán en:

Proyectos Financiados a Traves de la Subvención de Subsidios	Necesidad Prioritaria Pendiente	Nombre del Proyecto	Actividades Propuestas (Ejemplos)	Financiación de Proyectos	% De aumento del proyecto, si la asignación de HUD es mayor que la propuesta (aprox.)
Proyectos Financiados a Traves de la Subvención de Subsidios	Vivienda	Vivienda	Programa de Propiedad In Rem: Para continuar financiando los salarios / beneficios de 3 empleados de la Ciudad de Newburgh. También fondos para materiales necesarios para mantener propiedades hipotecadas, como palas de nieve, malezas, cerraduras/llaves.	\$175,167.00	No Cambio
	Vivienda	Vivienda	Programa de asistencia de Reparación para Propietarios Administrado por Subreceptor de la Ciudad de Newburgh.	\$25,000.00	30%
	Mejoras de Infraestructura	Mejoras de Infraestructura	Continuar financiando el proyecto de mejoras de Rampas y aceras.	\$300,000.00	30%
	Mejoras de Infraestructura	Mejoras en las Instalaciones Públicas	Mejoras de Accesibilidad Pública a los Edificios, Parques y otros Espacios Públicos de la Ciudad de Newburgh.	\$100,000.00	20%
	Desarrollo Economico	Desarrollo Economico	Actividades de Desarrollo Economico	\$20,000.00	No Cambio
	Mejoras de Calidad de Vida	Servicios a los Vecindarios	Actividad de servicio público, sujeta a un límite de asignación anual del 15%. Ejemplos de actividades: Festival de cine de verano (actividades sujetas a la aprobación operativa de la ciudad de Newburgh).	\$15,000.00	5%
		Servicios a los Vecindarios	Actividad de Servicio público, sujeta al límite de asignación anual del 15%. Ejemplos de actividades: Actividades de Alcance Comunitario de la Ciudad de Newburgh (actividades sujetas a la aprobación operativa de la Ciudad de Newburgh).	\$15,000.00	5%
		Servicios a los Vecindarios	Actividad de servicio público, sujeta al límite de asignación anual del 15%. Ejemplos de actividades: Capacitación de la fuerza laboral en el trabajo (actividades sujetas a la aprobación operativa de la Ciudad de Newburgh).	\$25,000.00	10%
	Administración	Administración	Administración Sujeta al 20% del límite de asignación anual. Las actividades incluyen: Administración del Programa, Salario y Beneficios del Personal, servicios de traducción de idiomas, costos de operación del programa (incluyendo envíos por correo), capacitación/conferencias del programa.	\$175,169.00	No Cambio
			Asignación Total Propuesta para el Año Fiscal 2023	\$850,336.00	



Financiación de Contingencias

Si el monto real de la asignación anual es menor que la estimación propuesta, los presupuestos del proyecto disminuirán en:

Proyectos Financiados a Traves de la Subvención de Subsidios	Necesidad Prioritaria Prendida	Nombre del Proyecto	Actividades Propuestas (Ejemplos)	Financiación de proyectos	% Disminución del proyecto, si la asignación de HUD es inferior a la propuesta (aprox.)
Proyectos Financiados a Traves de la Subvención de Subsidios	Vivienda	Vivienda	Programa de Propiedad In Rem: Para continuar financiando los salarios / beneficios de 3 empleados de la Ciudad de Newburgh. También fondos para material necesario para mantener propiedades hipotecadas, como palas de nieve, maleas, cerraduras/llaves.	\$175,167.00	10%
	Vivienda	Vivienda	Programa de asistencia de Reparación para Propietarios Administrados por Subreceptor de la Ciudad de Newburgh.	\$25,000.00	10%
	Mejoras de infraestructura	Mejoras de infraestructura	Continuar financiando el proyecto de mejoras de Ramblas y aceras.	\$300,000.00	20%
	Mejoras de infraestructura	Mejoras en las instalaciones públicas	Mejoras de Accesibilidad Pública a los Edificios, Parques y otros Espacios Públicos de la Ciudad de Newburgh.	\$100,000.00	10%
	Desarrollo Economico	Desarrollo Economico	Actividades de Desarrollo Economico	\$20,000.00	10%
	Mejoras de Calidad de Vida	Servicios a los Vecindarios	Actividad de servicio público, sujeta a un límite de asignación anual del 15%. Ejemplos de actividades: Festival de cine de verano (actividades sujetas a la aprobación operativa de la ciudad de Newburgh).	\$15,000.00	10%
		Servicios a los Vecindarios	Actividad de Servicio público, sujeta al límite de asignación anual del 15%. Ejemplos de actividades: Actividades de Al cance Comunitario de la Ciudad de Newburgh (actividades sujetas a la aprobación operativa de la Ciudad de Newburgh).	\$15,000.00	10%
		Servicios a los Vecindarios	Actividad de servicio público, sujeta al límite de asignación anual del 15%. Ejemplos de actividades: Capacitación de la fuerza laboral en el trabajo (actividades sujetas a la aprobación operativa de la Ciudad de Newburgh).	\$25,000.00	10%
	Administración	Administración	Administración Sujeta al 20% del límite de asignación anual. Las actividades incluyen: Administración del Programa, Salario y Beneficios del personal, servicios de traducción de idiomas, costos de operación del programa (incluyendo envíos por correo), capacitación/conferencias del programa.	\$175,169.00	10%
	Asignación Total Propuesta para el Año Fiscal 2023			\$850,336.00	

Proyecto: Vivienda Actividades Propuestas:

- Programa de Propiedades In Rem
- Programa de Asistencia de Reparación para Propietarios de Vivienda (Implementado Socios de Vivienda de la Ciudad de Newburgh)

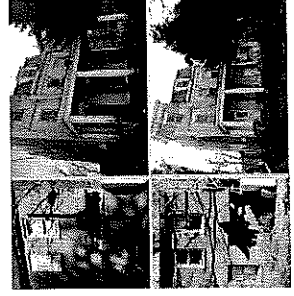


Actividad de Vivienda Propuesta: Programa de Propiedad In Rem

Presupuesto: \$175,167.00

Descripción:

- Actividad compuesta por 2 empleados a tiempo completo del Departamento de Obras Públicas y 1 empleado del Departamento de Planificación y Desarrollo dedicados al programa in rem.
- Proporciona mantenimiento y seguridad de propiedades vacantes. Mantiene las propiedades habitables, vecindarios con buen aspecto, mantiene/aumenta los valores de propiedad.



Actividad de Vivienda Propuesta: Programa de Asistencia de Reparación en el Hogar

Presupuesto: \$25,000.00

Descripción :

- Financiamiento para el Programa de Asistencia de Reparación del Hogar para Propietarios de Viviendas de la Ciudad de Newburgh de Ingresos Bajos/Moderados.* Implementado a través de Socios de Vivienda de la Ciudad de Newburgh.



*Las reparaciones pueden incluir: Techos, barandillas, escalones, etc., según lo identificado por el Socio de Vivienda de la Ciudad de Newburgh.



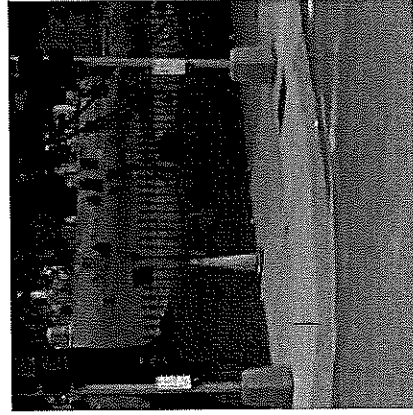
Actividad de Mejoras de Infraestructura

Propuesta: Mejoras en Rampas y Aceras

Presupuesto: \$300,000.00

Descripción:

- Financiamiento para continuar financiando el proyecto de Mejoras en Rampas y Aceras.



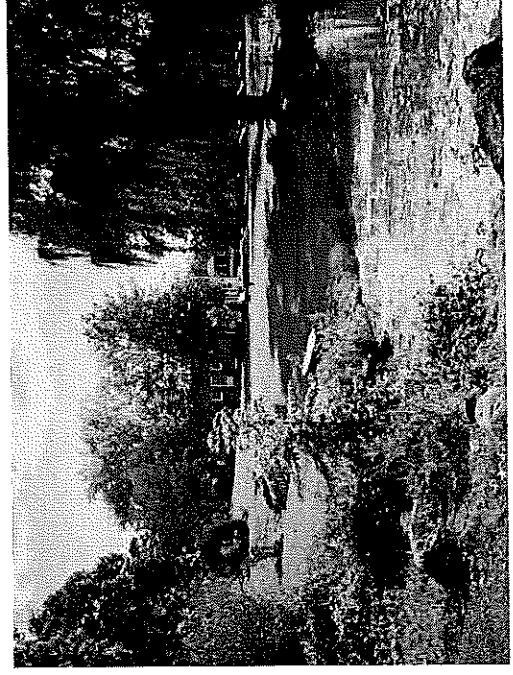
Actividad de Mejoras de Infraestructura

Propuesta: Mejoras en las Instalaciones Públicas

Presupuesto: \$100,000.00

Descripción:

- Financiamiento para mejoras de accesibilidad pública a edificios, parques y otros espacios públicos de la Ciudad de Newburgh.



Actividad de Desarrollo Económico Propuesta:

Asistencia a Negocios

Presupuesto: \$20,000.00

Descripción:

- Financiación de asistencia para negocios, como carteles para negocios.

Actividad de Calidad de Vida Propuesta:

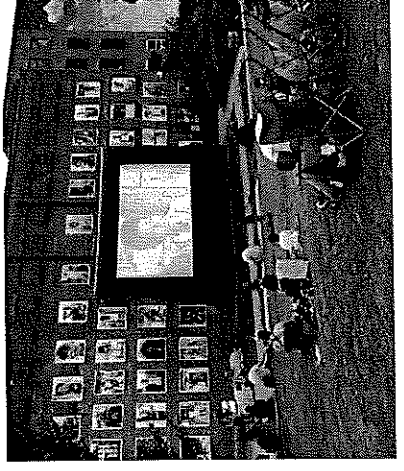
Servicios para Vecindario

Presupuesto: \$15,000.00

Descripción (Servicios Anticipados):

- Festival de Cine de Verano2023
- Noche Nacional

Importante: Actividad de servicio público, sujeta a un Límite de Asignación Anual del 15%.



Actividad de Calidad de Vida Propuesta:

Servicios para Vecindario

Presupuesto: \$15,000.00

Descripción (Servicios Anticipados):

- Actividades de alcance comunitario de la Ciudad de Newburgh, como las actividades Comunitarias de Intervención de Violencia (CVI).

Importante: Actividad de servicio público, sujeta a un Límite de Asignación Anual del 15%.



Actividad de Calidad de Vida Propuesta :
Servicios para Vecindario
Presupuesto: \$25,000.00
Descripción (Servicios Anticipados):

- Capacitación de fuerza laboral en el trabajo
(actividades sujetas a la aprobación operativa
de la Ciudad de Newburgh)

**Importante: Actividad de servicio público,
sujeta a un Límite de Asignación Anual del 15%.**

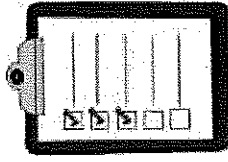


Actividad Propuesta: Administración

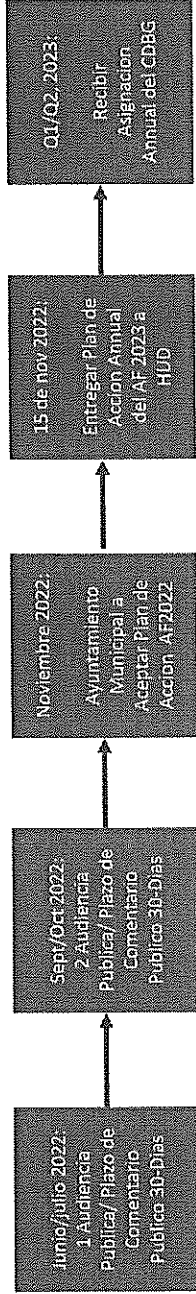
Presupuesto: \$175,169.00

Descripción:

- Financiamiento para la administración del programa, salario y beneficios del personal, servicios de traducción de idiomas, costos operativos del programa (incluyendo envíos por correo), capacitaciones / conferencias del programa.



Línea de Tiempo del Plan de Acción Anual CDBG para el Año Fiscal 2023



CRONOGRAMA DE PROYECTOS DE SUBVENCIÓN DEL BLOQUE PARA EL DESARROLLO COMUNITARIO (CDBG) DEL AÑO FISCAL 2023

PKF O'Connor Davies, LLP - 2021 Audit Presentation

Jeffrey Shaver of the CPA firm PKF O'Connor Davies presented a power point presentation on the results of the City of Newburgh's audit for the fiscal year that ended December 31, 2021.

Council Comments Concerning the Audit Presentation

Councilmember Grice commented. He wanted to make a plug for participatory budgeting, so that residents can actually see how much money certain items cost. It can also help them understand the decisions that have to be made by the city council. He asked the firm what is meant by an 'independent audit'. The City of Newburgh often receives accusations of corruption. He asked the firm if it has uncovered any findings of corruption in the audit. Also, as a city, how do we compare to other municipalities? The media often tries to downplay the City of Newburgh; but, we know the positive things that we are doing here.

Shaver replied that the key component to an independent audit is that the firm has to remain independent. There are certain regulations that they have to follow as professionals. They can't be employees of the City of Newburgh, nor can they have any relationships or conflicts-of-interest with members of the city council or city management. The purpose of the audit is to render an opinion to the city. The numbers have been checked in the book, and the firm has reviewed all of the significant transactions. The firm has taken an independent look at it, as a whole, to make sure that what the city is reporting is fair and accurate. Shafer remarked that he is happy to report that they haven't found any instances of fraud. They are here to detect material misstatements, whether that is due to human error or fraud, including significant theft, and there is nothing to report in this case. In comparison to other cities, the city's fund balance is extremely strong this year. It is stronger than it has been in quite some time. Many cities had good financial times during Covid-19, because everyone tightened their belts due to the shutdowns. Revenues came back strongly, including mortgage taxes, as the real estate market has been pretty hot. Many municipalities experienced good times in 2021 though. Shafer didn't have specific numbers of other municipalities, but, he is comfortable in saying that Newburgh is in a strong financial position.

Councilmember Martinez commented. She asked Todd Venning how we are going to incorporate the independent audit with public participatory budgeting. Also she thanked the city manager and staff for working very hard to bring up the numbers in the budget. It sounds like we are in a great financial standing.

Venning explained that these are two separate issues. The audit will be on our website after tonight's meeting, and the public can review the city's financial standing to make determinations when they do future participatory budgeting. Budget season will be upon us in July. The city can use the audit as a tool for when they are looking at future budgets that come before the council for approval.

Councilmember Monteverde commented. It is a great report. We had difficult times going into 2019, and in order for us to balance the budget we had to make some tough decisions. Our strong financial stability is due to our great and dedicated staff under the leadership of Todd Venning. Everybody worked together on it. To the fire and police departments, she knows that they felt attacked at the time; but, this is the result of the council making those tough decisions to cut positions. We wouldn't have the fund balance that we have today. She addressed the community on social media who states that the City of Newburgh is corrupt. She stated that the city has come a long way, and we are in a good financial position now. There was a time she did not even think that we were going to make it as a city. This is an eye-opener for us, and we are moving forward. We are Newburgh Strong!

Councilmember Shakur commented. He asked that even though the firm did not find any instances of fraud, could it still exist? Can we use the report to look at past fraud? He assured the community that we are looking at past issues, as well as future ones.

Shaver remarked that fraud could be present. This does not mean that there is no fraud. It means that the numbers being reported are fairly stated. He would not be sitting here if he didn't feel it was true. The fraud could be of a smaller nature, or it could possibly be something that happened in which they have been fooled. There are no guarantees, as it is called *reasonable assurance*. There is no absolute assurance. The financial statements can help detect fraud. It can help you keep your eye open for things that may not look right. You can certainly ask those questions, and it could help you detect fraud going forward.

Councilmember Sklarz thanked the firm for the good news contained in the report. He assumes that reasonable assurance is the standard used in most cities; but, is there a way to get *absolute assurance*. What entities, if any, would look at that?

Shafer commented that forensic auditors provide some type of absolute assurance. It almost always relates to a specific incident, person or transaction or type of transaction. It is very expensive and they look at everything. It is comprehensive and detailed. To do a forensic audit for the entire city would be cost prohibitive, as the city is relatively complex. The City of Newburgh has three major enterprise funds, and he does not know if it is feasible, nor if it would provide any type of absolute assurance in that regard.

Councilmember Sofokles remarked that this is fifth year that she has heard the audit presentation. It is impressive to see that it gets better every year. You have to trust your department heads, and we have great department heads in this city. People look at stuff online, and they can't understand how things are improving in the city. She remembers when we were close to the point of conservatorship. Todd Venning got us out of that whole mess. People called for a forensic audit back then; but, they had no idea about what it really meant. You have to put good department heads in place, and also have a good CPA company. It is just like Mayor Harvey always says, "Men lie, women lie. The numbers don't lie."

Mayor Harvey thanked the firm for going over the important report. We, as elected officials and executive staff, are working in a transparent way, and our fiduciary responsibilities are held to the highest standard. We value the public's trust. He recalled in 2016, when all three enterprise funds functioned in a deficit. When he and his colleague were interviewing Venning for the Comptroller position, we fought hard to make sure that he got hired. Harvey stated that he has never seen anyone, outside of the men at Morehouse College, work numbers the way that Venning does. When Venning came onboard in 2019, our 2017 Annual Update documents, as mandated by New York State, had not been submitted in two years. There was a pile of letters from the State Comptroller. Harvey stated that he requested a forensic audit back in 2020, so he is very familiar with that type of audit. It implies to a specific department that criminal activity exists, and there has to be criminal behavior beyond a reasonable doubt in order to pull that lever. Overall Harvey is happy about the report. He shouted out City Comptroller Janice Gaston. She is always in the office with her staff and they work extremely hard to get the work done. Our unrestricted fund balance, which is also our savings balance, is at thirty-two percent under the Fiscal Stress System. This is something that we have never attained in over fifty years in the City of Newburgh.



Report to the City Council December 31, 2021

Jeffrey C. Shaver, Partner
Marc Callinan, Manager

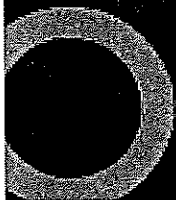
June 13, 2022

**KNOW
GREATER
VALUE**



Agenda

- Annual Comprehensive Financial Report Overview
- Audit Results – PKF O’Connor Davies Opinion on Financial Statements
- General Fund - Budget to Actual Summary
- General Fund – Major Revenues
- General Fund- Major Expenditures
- Fund Balance - General Fund
- Business-type activities - Net Position Analysis- Water, Sewer and Sanitation Funds
- Long-Term Liabilities – Governmental Activities
- Long-Term Liabilities – Business-Type Activities



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Annual Comprehensive Financial Report

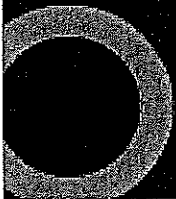
Above and Beyond the minimum requirements of GAAP. Additional reporting requirements:

Introductory Section

- Principal Officials
- Organization Chart
- Letter of Transmittal

Statistical Section (10 years when available)

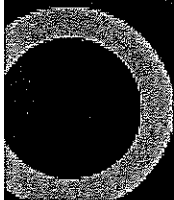
- Financial Trends
- Revenue Capacity
- Debt Capacity
- Demographic and Economic Information
- Operating Information



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VALUE

Audit Results

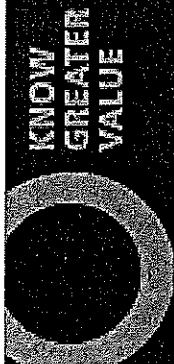
- Audit fieldwork is complete.
- The financial statements have been reviewed by management.
- We have issued an unmodified opinion on the financial statements.
- No material weaknesses or significant deficiencies in internal controls noted
- Auditors' report on compliance for major federal programs - unmodified



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GREATER
VALUE

General Fund – Budget to Actual Summary

	Original Budget	Final Budget	Actual	Variance with Final Budget Positive (Negative)
Total Revenues	\$ 44,923,304	\$ 47,059,579	\$ 52,156,486	\$ 5,096,907
Total Expenditures	49,858,747	52,989,185	47,849,442	5,139,743
Excess (Deficiency) of Revenues Over Expenditures	(4,935,443)	(5,929,606)	4,307,044	10,236,650
Total Other Financing Sources (Uses)	2,135,443	2,450,106	2,509,828	59,722
Net Change in Fund Balance	(2,800,000)	(3,479,500)	6,816,872	10,296,372
Fund Balance Beginning of Year	2,800,000	3,479,500	15,173,497	11,693,997
End of Year	\$ -	\$ -	\$ 21,990,369	\$ 21,990,369



General Fund – Major Revenues

	Budget		Actual	Variance with Final Budget (Negative)
	Original	Final		
Real property taxes	\$ 21,104,426	\$ 21,104,426	\$ 22,351,471	\$ 1,247,045
Other tax items	1,564,563	1,564,563	2,106,809	542,246
Non-property taxes	11,956,331	11,956,331	14,941,863	2,985,532
State aid	4,541,351	6,677,626	6,146,700	(530,926)
	<u>\$ 39,166,671</u>	<u>\$ 41,302,946</u>	<u>\$ 45,546,843</u>	<u>\$ 4,243,897</u>

These 4 categories accounts for account for 87% of the Revenues Budget

- 1 - Increase in tax collections
- 2 - Gain on sale of tax acquired property greater than budget
- 3 - Sales tax collections greater than budget
- 4 - Less CHIPS aid and highway maintenance received than anticipated.

General Fund – Major Expenditures

	Budget		Actual	Variance with Final Budget (Negative)	
	Original	Final			
General government support	\$ 10,106,316	\$ 10,615,074	\$ 9,100,517	\$ 1,514,557	1
Public Safety	28,000,052	28,358,032	28,176,404	181,628	
Transportation	3,200,054	5,626,493	3,017,453	2,609,040	2
Debt Service	3,612,361	3,612,361	3,612,361	-	
	<u>\$ 44,918,783</u>	<u>\$ 48,211,960</u>	<u>\$ 43,906,735</u>	<u>\$ 4,305,225</u>	

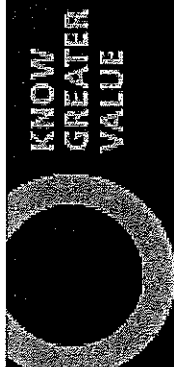
These 4 categories account for 92% of the Expenditure Budget

- 1 - Various categories less than the adopted budget such as Comptroller, Property Management, Corporation Counsel, Municipal Buildings and Grant Match
- 2 - CHIPS and Newburgh ferry funds unspent in 2021

Fund Balance – General Fund

	2021	2020
<i>Nonspendable:</i>		
Prepaid expenditures	\$ 1,036,501	\$ 924,855
<i>Restricted:</i>		
Insurance	226,791	2,052,538
Capital improvements	1,015,051	534,551
Debt service	587,896	-
<i>Assigned:</i>		
Subsequent year's expenditures	1,829,738	2,587,089
	3,818,499	2,800,000
	3,818,499	2,800,000
Unassigned	* 15,305,631	* 8,861,553
Total Fund Balances	\$ 21,990,369	\$ 15,173,497

* 32% of General Fund appropriations and an increase from 2020 unassigned fund balance in the amount of \$6,444,078



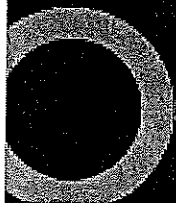
Business-Type Activities - Net Position

Analysis- Water, Sewer and Sanitation Funds

	Water Fund	Sewer Fund	Sanitation Fund
Net Position			
Net investment in capital assets	\$ 14,851,542	\$ 20,382,912	\$ 180,424
Unrestricted	(387,548)	8,887,426	(1,084,460)
	<u>\$ 14,463,994</u>	<u>\$ 29,270,338</u>	<u>\$ (904,036)</u>
Conversion to Modified Accrual Basis of Accounting:			
Unrestricted Net Position	<u>\$ (387,548)</u>	<u>\$ 8,887,426</u>	<u>\$ (1,084,460)</u>
Long-Term Operating Liabilities			
Pension liabilities	290,530	103,230	214,909
Compensated absences	305,495	91,259	93,468
Other post-employment benefit liability	<u>7,407,746</u>	<u>1,308,093</u>	<u>5,760,504</u>
	<u>7,713,241</u>	<u>1,399,352</u>	<u>5,853,972</u>
	<u>\$ 7,325,693</u>	<u>\$ 10,286,778</u>	<u>\$ 4,769,512</u>

Long-Term Liabilities- Governmental Activities

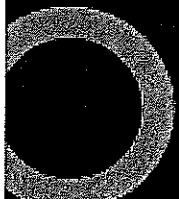
	Balance January 1, 2021	New Issues/ Additions	Maturities and/or Payments	Balance December 31, 2021
<u>Governmental Activities</u>				
General Obligation Bonds Payable:				
Capital Construction	\$ 33,656,659	\$ -	\$ 1,389,555	\$ 32,267,104
Other	2,491,112	-	568,855	1,922,257
	36,147,771	-	1,958,410	34,189,361
Plus				
Unamortized premium on bonds	405,352	-	38,484	366,888
	36,553,123	-	1,996,874	34,556,249
Energy Performance Contract Payable	327,947	-	160,497	167,450
Other Non-Current Liabilities				
Retirement Incentive Payable	141,418	-	13,784	127,634
Claims Payable	2,090,487	4,370,081	3,341,147	3,119,421
Compensated Absences	6,547,146	247,516	655,000	6,139,662
Net Pension Liability	24,812,703	-	18,621,370	6,191,333
Other Postemployment Benefit Liability	171,975,891	39,451,076	4,727,681	206,699,286
Total Other Non-Current Liabilities	205,567,645	44,068,673	27,358,982	222,277,336
Governmental Activities - Long-Term Liabilities	\$ 242,448,715	\$ 44,068,673	\$ 29,516,353	\$ 257,001,035



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Long-Term Liabilities- Business-Type Activities

	January 1, 2021	New Issues/ Additions	Maturities and/or Payments	December 31, 2021
<u>Business-Type Activities</u>				
General Obligation Bonds Payable	\$ 14,065,735	\$ -	\$ 706,590	\$ 13,359,145
Plus				
Unamortized premium on bonds	118,037	-	8,366	109,671
	14,183,772	-	714,956	13,468,816
Loans Payable	17,061,365	986,373	682,957	17,364,781
Other Non-Current Liabilities:				
Compensated Absences	546,526	-	56,304	490,222
Net Pension Liability	2,035,952	-	2,027,943	8,009
Other Postemployment Benefit Liability	13,674,689	2,890,943	444,838	16,120,794
Total Other Non-Current Liabilities	16,257,167	2,890,943	2,529,085	16,619,025
Business-Type Activities - Long-Term Liabilities	\$ 47,502,304	\$ 3,877,316	\$ 3,926,998	\$ 47,452,622



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

Jemika Hall currently resides in Beacon, but, she has been a lifelong resident of the City of Newburgh. She runs the organization *Marc's Friends*, a local grassroots and not-for-profit program, which is centered on creating a safe haven for children and adults to express their feelings. The organization will host a walk/run for gun violence and bullying awareness. She began the program when she lost her 17-year old son to gun violence four years ago. When she moved back to New York State she had to create what she needed to her deal with her grief. Some of the children from the program commented. The program uses therapy, and they have various agencies come in to help the kids navigate through their feelings. Some of children have lost their mothers, fathers or siblings. They have seen gun violence and they are overexposed to a lot of stuff. The program is a safe space for them to speak freely about their feelings, while providing them with necessary coping skills. Cyber bullying is an issue too. Kids in program have been bullied at school. She pointed out that in many instances, those who have been bullied become bullies themselves.

Deasia stated that *Marc's Friends* helped her stay off the street and stay safe. Chrishani remarked that the program has helped her stay out of trouble so far, and to stay away from the wrong friends. Charisma stated that the program has helped her cope with her older brother's death, while also helping her to stay out of trouble. Oren stated that the program helps him deal with the bullying and it helps him complete his school work.

Rufus Monk commented. He has a fishing program that he created called *Channel Youth*, channeling the youth in the right direction. He started it three months ago and it has grown from one child to twenty-five children. He created it due to the lifestyle that he lived in the past. He realized that he could change a lot of lives by showing children how to fish. The program is for parents and children to connect and form a bond, because a lot of parents don't spend time with their children. He thanked everybody for giving him an opportunity to speak about the program.

Kyle Conway, Orange County resident and the first Vice President of the of the local NAACP branch, commented. He spoke in support of *Marc's Friends*, and he has been working with the program for the last few months. It is important that the city demonstrate that public safety is its Number One Priority by supporting an organization that is trying to support public safety. We have a surplus of funds for community services, so we should also have a surplus of positive numbers for our children. We want high graduation rates and less encounters with the police for our children; and we want to counter the realities of poverty. It makes sense that we support an organization that was birthed from gun violence, while also trying to eradicate it. We should support a young woman who experienced a tragedy, and who is using that tragedy to try to create triumphs for other people. She is out here every day, by herself, inspiring

people. Now it is time for the city to help invest in the youth the way that she is investing in the youth.

Jewel Martin, homeless, commented. She believes that we will take care of the members of our police and fire departments in the future. She also believes that their families will be taken care of with additional benefits. They are our first responders, and when Covid-19 hit us, many first responders could not take a day off work, while also working overtime. She supports our public safety departments, and she is going to continue to speak on their behalf. As far as housing goes, she would like to see that the people that don't take money from the city additional benefits. They should get first dibs. She encouraged the city to sit down with these developers and see if they are open to affordable housing. We need mix income units, because we are a diverse city. We also need housing for diverse incomes.

Dolores Hamer commented. Her landlord needs to cut down the trees because they have poison ivy. She resides at 60 Benkard Avenue, and she has not had any water since May 26th. The codes department has been to the home, and so has the health department. She has seven children and two grandchildren living with her. What is the city doing to stop landlords from buying more properties when they already have buildings with outstanding violations? She has been to court already; yet why is she still in an apartment weeks later with no hot water? Even the building inspector has told her that this landlord hasn't done anything with his building since he bought it. Hamer asked "When does enough become enough?"

Tom Roberts commented. He has participated in the Newburgh Illuminated for four or five years now. This year all of the departments did a heck of a job. He felt very comfortable and it showed that the entire City of Newburgh had a really good time.

Carla Johnson, S. Miller Street, commented. She helped a friend complete a notice to show cause because she was being evicted. Her friend goes to dialysis four times per week. The landlord has not fixed the rat problem in her apartment located at 100 Overlook Place. If Section 8 stops paying rent to the landlord because he fails to repair the problems in the apartment, then how can he go to court and try to evict someone? He is not holding up his end of the bargain. Landlords are bypassing the judges' orders, and evicting people by turning off water, electricity, etc. This is not how we should be living, especially coming out of a recent pandemic. She sits on the PCRAB. She was appointed by Karen Mejia. She mentioned that Omari Shakur encourages people to get involved and to get on boards too. Johnson encouraged everyone to get on some of the boards and let your voices be heard. She is confused about her role on PCRAB. She does all of the outside work for PCRAB, yet she feels that the chairperson of PCRAB always calls on Shakur. Even though the last event had a wonderful turnout, she felt strange that they didn't have a table set up. We need to look at what it means to build relationships with the community and police department.

Theresa Lewis, Liberty Street Flats, commented. The June 4th event was very nice, but, she had a complaint. Vendors set up in front of her house. The owner sat products on the sidewalk very close to her front door. When they left, Lewis noticed that there was an extreme amount of grease on the sidewalk and in the road from the funnel cakes that were sold during the event. It looked like black tar, and she did not like that for her community. She hopes that next year it will be better for her community, and that less grease is left in front of her property.

Ray Harvey, Carpenter Avenue, commented. The resolution in support of *Marc's Friends* is a no-brainer, and it should be sponsored by the city. The program was born out of grief from the loss of her child, and her work speaks for itself. We've heard the young people come up and speak, so we need to make sure that we take care of them. This is a crazy world that children are living in, even at the School District level. We have to be more aware of what is going on and we have to protect our young folks, because they are our future. The big event is *Juneteenth* on Sunday June 19th. Bring the dads, because it is Father's Day too. We will do the grilling for them. It is going to be a fun event. Let us celebrate Blackness. He is pleased with the finance report. This city is healthier than it has ever been. Kudos to the Comptroller and her staff.

Sequoia, a part-time resident of City of Newburgh, commented. The lighting and parking issue on Prospect Street needs to be addressed, because there are always cars barreling through the street. Perhaps we need a speed bump placed there. She asked about the Facebook post about homes being taken away from people in the City of Newburgh years ago. Her grandfather's name is on that list, and she asked, "What is Urban Renewal?" She stated that she spoke to Mayor Harvey previously about a Veterans program called *Hometown Heroes*, which also includes teachers, firefighters and anybody who has served in our community. We want to be able to show our appreciation for them, and somebody should be highlighted at the end of the day, because after all you are decreasing the firefighters' budget. She complained about the property at the corner of Gidney Avenue and Prospect Street. The grass needs to be cut, because it looks like a field of corn.

Kimmica Sims, Henry Avenue, commented. The parking on her street is getting outrageous. All types of vehicles are parked on the street that shouldn't be on the road, including tow trucks and trailers. It seems like the city is not doing anything about it. It is getting out of control and it needs to be looked at.

Ann Sullivan, Ellenville, commented that she was locked out of the last council meeting because the front door was locked. We need to make sure that the downstairs front door is open during the entire meeting, because not everyone can make it at the beginning of the meeting. She mentioned that her friend's item got broken.

Weaver Debe commented. He is concerned about the quality of life in the area. The city did a great job last weekend at the Newburgh Illuminated. He invited friends from Brooklyn and they all had a great time. His main issue is safety for the children and the residents. Cars continue to speed down Lander Street. There have been numerous accidents at the intersections, which cause major risks for children. He has addressed the issue with the police department, and there have been no results so far. He hopes that we don't have to wait for children, the elderly or someone else to get run over before we do something. At what point can we address the quality of life issue such as dumping. Fines would help deter dumping in the city. He has cameras on his building and he cleans up in front of his curb; but, the dumping continues to be a problem. Newburgh is a beautiful city with a lot of potential, but, he thinks more effort from the city is necessary to help deter and improve the quality of life for residents. It is getting hot now, but, people playing loud music until 3 A.M. is a problem. It is tough for residents who work and for those who need to get their rest. He and other people have brought up these concerns, but, nothing has been resolved. He believes in a city that is fair and equal for everybody; however, it has to be all of us onboard working together. Debe implored the city council to address these issues.

Norma McCallop, commented that Newburgh is overrun with dogs and cats. The council should hire a dog catcher to get rid of them. People bring their dogs outside and let them do their business right in front of Fogarty Apartments. They refuse to clean up after their dogs.

This portion of the meeting was closed.

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

Councilmember Grice commented. He encouraged everyone to bring their family and friends to the meetings with their concerns. It helps the council know what is going on in the city. South Street is a State road, so the city would need special permission from the State to be able to do anything on South Street. He recommends that people use *See Click Fix* app if they notice any problems in the city. The complaint is sent directly to the city departments. We did not get a lot of comments on the CDBG. There is various funding available for small businesses, as well as for the roof repair program. Roof repair is necessary to avoid a whole lot of other problems. The *Love Your Block Grant* is easy to apply for, and he encouraged everyone to apply for it. He is happy about the fishing program that Mr. Monk is doing. It needs to be shifted to Muchattoes Lake though. A lot of children have turned their lives around through fishing. Grice is happy to hear about Ms. Hall's program, and the council is happy to be able to support it. There have been a lot of racial incidents and gun violence in the city. These are unacceptable, and it is important that we have programs in place for children. We do feel that some police presence for the traffic, amongst other things are in order. Grice feels that we need that balance.

Councilmember Martinez acknowledged *Marc's Friends* and the fishing program. She has had classmates, friends and family who were victims of gun violence, some of whom are alive and some who are not. For her, it was the Boys and Girls Club that helped keep her off the streets. The program gave her an opportunity to work at her first job. Fishing, as well as learning how to healthily cope with her emotions is important for the children. We need to open up the conversation about mental health. Also we need further discussion on other things to help lower the crime rate, which include providing housing and employment for residents. She and Grice did a joint *Know Your Rights* session. She plans to have other sessions. She advised residents not to self-evict. Only a court order can take you out of your home. If someone is dealing with a slumlord or if the building has code violations, then reach out to your ward representative, who can help. She encouraged residents to contact the Hudson Valley Justice Center and Legal Services of the Hudson Valley. Both of these organizations can offer legal aid. The city council is here to help by making laws that protect residents.

Councilmember Monteverde commented. We have to continue the discussion on affordable housing, because the rents are astronomical. This is barreling down and happening very quickly. We need to support developers that are going to come in and build affordable housing. People are being forced out of their homes, and they are being displaced. We have to do something about it as a city council. There is no excuse, and residents should not be living in these conditions. There is a big push for Quality of Life. It is a reflection of who we are as a city, and we have to clean up our main street so that people will want to come here. Monteverde encouraged residents to pick up the garbage in front of their homes. Walk over to the garbage can and throw it away. It all starts with education, and we have to teach our children better. This is our community, and we want to live in a clean community. We want to be proud of the city that we live in. She is pleased with the 9 P.M. lockup routine. It is a great thing. She has been posting it on social media.

Councilmember Shakur commented. He agreed that the Town of Newburgh looks better, in terms of less garbage; but, he reminded everyone that the City of Newburgh has a higher amount of walking traffic. We need garbage cans on every corner, especially on our main street Broadway. We want our city to be just as clean as the Town of Newburgh though. The young lady has been having problems with her landlord at 60 Benkard Avenue for over one year and a half. She has been going back and forth with this landlord. Many landlords refuse to fix up their apartments. They have even cut off water, lights and gas. That is an eviction, per se. Some of these landlords have been using the Codes department to condemn their buildings, just so they can move people out of their apartments. The housing and displacement of people, along with the high rent is an important issue. We may not have a Juneteenth celebration if we keep displacing people with high rents. Shakur encouraged everyone to continue to come to the meetings, because it makes the council work harder. If we can't fix it, then we are listening and working on trying to resolve it.

Councilmember Sklarz commented. In Newburgh, the first Saturday of June was wonderful with the Newburgh Illuminated celebration. He gave a special thanks to the police, fire, water and DPW departments, as well as the city council and staff. It is a committee of volunteers. The second Saturday of June was not as wonderful. We witnessed actions ranging from racially-insensitive to clearly racist, which were amplified on social media. A Facebook post was made by a teacher that was clearly in poor taste, and offensive to the Black community. It is offensive to the children that teachers teach, and whom they are supposed to raise up and support. A Newburgh resident was accosted on Broadway in broad daylight. Also offensive White Supremacy behavior was clearly on display. We are all concerned about the racially divisive language, which is being normalized. This behavior can never be normalized, and we are better than this.

Councilmember Sofokles commented. A horrible thing happened to our local resident. Also the thing the teacher did in the Newburgh School District was just horrible. Juneteenth is going to be a great day in the park. She thanked Jemika Hall for what she is doing with the youth. She told her that she would contact her about sponsorship, and she will try to get more sponsors for her. She owns a business on Broadway. She makes sure that it is clean at all times. We should be fining businesses that don't clean up in front of their businesses. They should be held responsible for the litter.

Mayor Harvey commented. He has taken copious notes tonight. He received confirmation from the city manager and the codes department concerning Ms. Dolores' situation on Benkard Avenue, and it is going to be addressed. Landlords who are also slumlords should be publicly shamed. They should be put on social media, along with photos. This city council has zero tolerance for slumlords. We do not like them in our city. The fellow that used racial slurs at a city resident should be publicly shamed too. The video shows the man pointing a knife at another man's son. His son almost got stabbed. Words and expletives were witnessed in the video. Harvey is working diligently with Congressman Maloney, and he has spoken with New York State Attorney General Leticia James, as well as the police commissioner. The license plate of this individual has been recorded, so law enforcement is on it. We are living in very difficult times now. He mentioned the Quality of Life issues on Liberty Street and Lander Street. City residents have to organize and establish neighborhood associations where people can advocate for their blocks and come together and unify. We need block associations and captains. He asked Nick from IT for an update on the camera repairs. A comprehensive surveillance program is super needed for all of the dumping and other issues that occur in our city.

Nick Crispino, head of IT, commented. Last week the repairs were commenced. We are near 50% completion of the repairs, and we are working to finalize the wireless links, as well as the tree trimming. After that we should have full functioning of the cameras by the end of this week.

This portion of the meeting was closed.

CITY MANAGER'S REPORT

Resolution No. 140 - 2022 - Application to 2022 CFA for an EPG Grant through NYSEFC

Councilmember Shakur moved and Councilmember Sofokles seconded.

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

Adopted

Resolution No. 141 - 2022 - Appropriation from Water Fund Balance for Purchase of Hydro-Excavation Truck

Councilmember Sklarz moved and Councilmember Sofokles seconded.

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

Adopted

Resolution No. 142 - 2022 - ID Card System

Councilmember Sklarz moved and Councilmember Monteverde seconded.

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

Adopted

Resolution No. 143 - 2022 - 247 First Street - Release of Restrictive Covenants

Councilmember Shakur moved and Councilmember Sofokles seconded.

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

Adopted

Resolution No. 144 - 2022 - Purchase of 39 Lutheran Street

Councilmember Shakur moved and Councilmember Grice seconded.

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

Adopted

Resolution No. 145 - 2022 - 123 Renwick Street - Site Development Agreement

Councilmember Monteverde moved and Councilmember Sklarz seconded.

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

Nays: Shakur-1

Adopted

Resolution No. 146 - 2022 - 2022 Bullet Proof Vest Partnership

Councilmember Shakur moved and Councilmember Sklarz seconded.

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

Adopted

Resolution No. 147 - 2022 - 2022-2023 Gun Involved Violence Elimination(GIVE) Initiative

At the Mayor's request, Todd Venning confirmed that nothing has changed in terms of the numbers.

Councilmember Grice moved and Councilmember Sofokles seconded.

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

Adopted

Resolution No. 148 - 2022 - Collaborative Agreement for use of AED's

Police Commissioner Gomerez explained that this is an agreement on the use of the AEDs. Before it can be put into circulation though, we have to sign the agreement with the sponsor. He pointed out that there is no cost to the city.

Mayor Harvey stated that he received a tip over the weekend that the EMS company that we use in the City of Newburgh, and which is not housed in the City of Newburgh, is on the brinks of going bankrupt. He asked if anyone in the executive staff was aware of it.

Chief Spinelli chimed in on it. He has been in constant contact with Mobile Life Support. The rumors are not true. Spinelli stated that he and the police chief will be meeting with the new CEO of Mobile Life Support in the coming weeks. All of the rumors you have been hearing are unfounded.

Councilmember Sklarz moved and Councilmember Shakur seconded.

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

Adopted

Resolution No. 149 - 2022 - Amendment of 2022 Personnel Book for Codes

Councilmember Monteverde moved and Councilmember Sofokles seconded.

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

Adopted

Resolution No. 150 - 2022 - Rename The Gidney Avenue Park to The Clyde 'Bubby' Sims Park

Councilmember Martinez moved and Councilmember Grice seconded.

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

Adopted

Resolution No. 151 - 2022 - Event sponsorship - 2022 Marcs Friends Support Groups presents 2 laps around the park against Gun violence and bullying

Mayor Harvey commented. He has known and worked with Jemika for several years, and he has seen the work that she puts in with the children. Regardless of the criticism from other people, he sees this program growing. He encouraged her to keep on doing what she is doing. He stated that we need to work on helping her obtain a building, even though the City of Newburgh does not give away property for free. There is a way for the council to support that endeavor though.

Councilmember Shakur commented. As a father who lost a child speaking to a mother who lost a child, he understands what she is going through. Many times parents who lose children give up on themselves. He encouraged her to keep doing what she is doing.

Councilmember Shakur moved and Councilmember Sklarz seconded.

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

Adopted

Resolution No. 152 - 2022 - Scheduling a Public Hearing Concerning a Local Local Law Authorizing Videoconferencing for City of Newburgh Public Bodies

Councilmember Shakur moved and Councilmember Sofokles seconded.

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

Adopted

Resolution No. 153 - 2022 - Conservation Advisory Council Appointments

Councilmember Shakur moved and Councilmember Martinez seconded.

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

Adopted

Resolution No. 154 - 2022 - To Authorize the Settlement of Litigation Regarding the Foreclosure of Tax Liens in Rem for 2018 of 22 Liberty Street

Councilmember Sofokles moved and Councilmember Sklarz seconded.

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

Adopted

Resolution No. 155 - 2022 - To Authorize the Settlement of Litigation Regarding the Foreclosure of Tax Liens in Rem for 2018 of 82 Carter Street

Councilmember Shakur moved and Councilmember Grice seconded.

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

Adopted

Resolution No. 156 - 2022 - Ratifying a Settlement and Authorizing a Payment of Claim with
Jackeline Azabache

Councilmember Grice moved and Councilmember Shakur seconded.
Ayes: Grice, Martinez, Monteverde, Shakur, Sklarz, Sofokles, Harvey - 7
Adopted

The City Manager concluded his report.

RESOLUTION NO.: 140 - 2022

OF

JUNE 13, 2022

A RESOLUTION OF THE CITY COUNCIL AUTHORIZING THE SUBMISSION OF A
NEW YORK STATE CONSOLIDATED FUNDING APPLICATION
AND TO ACCEPT IF AWARDED A GRANT FROM
THE NEW YORK STATE ENVIRONMENTAL FACILITIES CORPORATION
WASTEWATER INFRASTRUCTURE ENGINEERING PLANNING GRANT PROGRAM
NOT TO EXCEED \$100,000.00 WITH A 20% MATCH FOR AN ENGINEERING STUDY
TO SUPPORT A FUTURE LONG TERM CONTROL PLAN PROJECT
ALONG LIBERTY STREET BETWEEN RENWICK STREET AND ANN STREET

WHEREAS, the New York State Environmental Facilities Corporation (EFC) offers grants to municipalities to help pay for the initial planning of eligible Clean Water State Revolving Fund (CWSRF) water quality projects through the Wastewater Infrastructure Engineering Planning Grant program to fund engineering and planning to produce an engineering report to advance water quality projects to design and ultimately construction; and

WHEREAS, the City wishes to apply for and accept if awarded an EFC Wastewater Infrastructure Engineering Planning grant through the Consolidated Funding Application process to fund an engineering study for a future Long Term Control Plan project along Liberty Street between Renwick Street and Ann Street; and

WHEREAS, such grant funds shall be in an amount not to exceed \$100,000.00 with a 20% match to be provided through in kind services from the Engineering Department;

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 apply for and accept if awarded a grant from the New York State Environmental Facilities Corporation Wastewater Infrastructure Engineering Planning Grant program through the 2022 Consolidated Funding Application in an amount not to exceed \$100,000.00 with a 20% match to be provided through in kind services from the Engineering Department to fund an engineering study for a future Long Term Control Plan project along Liberty Street between Renwick Street and Ann Street; and that the City Manager be and he is hereby authorized to execute all such grant application forms, contracts and documentation and take such further action as may be appropriate and necessary to accept such grant and administer the program funded thereby.

140-22

2022 New York State EFC Wastewater Infrastructure Engineering Planning Grant Program – Overview

Funding Available: Up to \$3 million

Description

The New York State Environmental Facilities Corporation (EFC) will offer grants to municipalities to help pay for the initial planning of eligible Clean Water State Revolving Fund (CWSRF) water quality projects. Up to \$3 million has been made available for this round of the Wastewater Infrastructure Engineering Planning Grant (EPG) program.

Grants of up to \$100,000¹ are available to municipalities to fund engineering and planning activities to produce an engineering report.

The goal of the EPG program is to encourage communities to advance water quality projects to the design stage, and ultimately construction, by funding the development of an engineering report. This allows the community to seek financing through the CWSRF program or funding from other sources.

Eligible Applicants

Municipalities as defined in the Definitions section of this document with median household income (MHI):

- Equal to or less than \$75,000 according to the United States Census, 2019 American Community Survey² for municipalities located in Regional Economic Development Council (REDC) regions of Capital District, Southern Tier, North Country, Mohawk Valley, Central NY, Finger Lakes, or Western NY; or
- Equal to or less than \$95,000 according to the United States Census, 2019 American Community Survey for municipalities located in REDC regions of Long Island, New York City, and Mid-Hudson.
- A municipality may have no more than two active EPG awards at the same time. An active EPG award means a project has been awarded funding but does not yet have an accepted engineering report.

Eligible Activities

A municipality must use EPG funding for the preparation of an engineering report³ for an eligible CWSRF project. This includes planning activities to determine the scope of water quality issues, evaluation of alternatives, and the recommendation of a capital improvement project. An environmental review for the recommended alternative is also an eligible activity. Design and construction costs are not eligible.

¹ See "Grant Awards" section of this document for details of funding amounts.

² A summary of the United States Census, 2019 American Community Survey MHI data can be found on the EPG page on EFC's website. See the link in the Additional Resources section below. An income survey for the service area of the project that has been approved by EFC and was completed after July 1, 2017 may be used in place of the 2019 census data.

³ See the "Definitions" section of this document for specific information on the required contents of the engineering report.

Funding priority will be given to municipalities whose planning activities are for a capital project:

- Required by an executed United States Environmental Protection Agency (EPA) Administrative Order, NYS Department of Environmental Conservation (DEC) Order on Consent; or
- Required by a DEC draft or final State Pollutant Discharge Elimination System (SPDES) permit (e.g. nutrient removal, inflow and infiltration, disinfection); or
- For upgrading or replacing an existing wastewater system; or
- For constructing a wastewater treatment and/or collection system for an area with failing onsite septic systems; or
- Addressing a pollutant of concern in a watershed implementation plan (see Definitions section).

Report Requirements

The report must follow the current Engineering Report Outline for New York State Wastewater Infrastructure Projects, consider storm and flood resiliency (sea level rise, storm surge, potential for flooding impacts, or other extreme weather events)⁴, consider impacts on environmental justice (EJ) areas (see below), and include a comprehensive analysis of the following alternatives:

- No-action alternative.
- Green infrastructure, in combination with gray infrastructure or individually, is required for projects involving stormwater, including stormwater inflow to sewer systems. A justification must be provided if a green infrastructure component is not part of the recommended alternative.
- Repair or replacement versus new construction.
- Regional consolidation opportunities.
- Centralized versus decentralized (for new systems), or a combination thereof (small cluster or individual systems).

Any alternatives considered technically infeasible must be identified as such and the rationale briefly discussed.

Smart Growth alternative(s) must be considered and documented in the engineering report. For more information regarding Smart Growth see the Definitions section below.

Projects Affecting Water Quality in Environmental Justice Areas

New York State is committed to EJ and supporting remedies for communities that may be burdened by negative environmental consequences. EJ is defined by the State as the fair treatment and meaningful involvement of all people, regardless of race, income, national origin or color, with respect to the development, implementation and enforcement of environmental laws, regulations and policies. An application to fund a report for a proposed capital improvement project that will positively impact water quality in an EJ community or will positively impact the quality of drinking water serving an EJ

⁴ Must be consistent with the New York State Flood Risk Management Guidance for Implementation of the Community Risk and Resiliency Act

community will receive additional points in the evaluation. Maps of EJ areas in New York State are available at the link provided in the Additional Resources section below.

To qualify for EJ points, the application must include specific details demonstrating the water quality improvement the proposed project will make to an EJ area or to drinking water serving an EJ community, and the area that will benefit from improved water quality or the exact street location(s) where the project will be implemented.

Ineligible Activities

A municipality may not use EPG funding for planning activities related to a proposed capital project that is not a CWSRF eligible project, or for the preparation of or amendment to an existing engineering report.

Ineligible activities include planning activities for a capital project that:

- Will not restore or protect a surface waterbody or groundwater.
- Is not for improvements to a publicly-owned treatment works⁵.
- Is listed on the 2022 CWSRF Intended Use Plan Annual Project Priority List.
- Has an engineering report that was previously funded by an EPG.
- Has a completed engineering report.

Grant Awards

Category	Amount	Eligible Scope
1	Up to \$50,000	For any wastewater infrastructure-related project, including disinfection
2	Up to \$100,000	Only for inflow and infiltration projects required by an Order on Consent or SPDES Permit Compliance Schedule (proof of enforcement must be provided)

Local Match

All grants require a local match equal to 20 percent of the requested grant amount. The match may include cash and/or in-kind services⁶. Grants from other sources may not be used to satisfy the local match requirement. The applicant municipality must identify the source of the match in the application.

Grant Payments

⁵ In accordance with the laws, rules and regulations governing the CWSRF, projects defined in the federal Clean Water Act, Section 212 as treatment works must be publicly owned. See the "Definitions" section of this document for what is considered an eligible publicly-owned treatment works activity.

⁶ See the "Definitions" section of this document for specific information on what is considered in-kind services.

Grants are disbursed in two or more payments based on the municipality's progress toward completion of an acceptable engineering report. The municipality will receive the first disbursement as an advance payment once a grant agreement with EFC is executed. The final disbursement will be made to the municipality when the engineering report has been completed and accepted by EFC/DEC.

Long Range Program Goals

The State encourages each municipality to use their EPG grant-funded engineering report to seek funding through the CWSRF program or from other funding sources to pursue the recommendations provided in the engineering report.

Project Evaluation Criteria

Projects for which a complete application has been received will be evaluated based on the criteria outlined in the table below. EFC and DEC will evaluate applications, determine a final score, and rank projects from highest to lowest score. Projects with the highest scores will be chosen for grants.

In the case of a tie between two or more projects, EFC will look at individual scoring categories in the following order of priority to determine a grant award:

1. Performance Measures;
2. Strategies;
3. Vision; and
4. Agency priorities.

If the projects have equivalent scores in all four categories, the grant will be awarded to the project for which the application was first received.

Category	Points	Evaluation Criteria
Performance Measures	36	Project would address: - a pollutant of concern in a DEC-approved watershed implementation plan (i.e. TMDL, Nine Element Watershed Plan, or DEC HABs Action Plan), CSO Long Term Control Plan or SSO plan; or - the discharge of a pollutant causing the impairment to a waterbody listed in the WI/PWL segment assessment as "precluded" or "impaired"; or - the upgrade of municipal systems to meet new wastewater treatment effluent disinfection requirements.
	20	Project would address the discharge of a pollutant causing the impairment of a waterbody listed in the WI/PWL segment assessment as "stressed" or "threatened".
	10	Project would address a documented water quality impairment that is not listed in the WI/PWL segment assessment.
	5	Project is necessary to preserve or protect a surface waterbody; no impairment associated with wastewater discharges is listed in the WI/PWL segment assessment.
Strategies	22	Project is: - required by a draft or final SPDES Permit or Order on Consent, including the preparation of a flow management plan; or - is identified in a DEC-approved watershed implementation plan (i.e. TMDL, Nine Element Watershed Plan, or DEC HABs Action Plan).
	12	Project is for a new wastewater treatment and/or collection system to replace or upgrade an existing system but is not required by a draft or final SPDES Permit or Consent Order. This includes regionalization projects.
	6	Project is for a new wastewater treatment and/or collection system for a currently unsewered area.
Vision	7	Project is in a formally adopted plan ⁷ and the Applicant has demonstrated that the public and stakeholders who will be affected by, or who can advance the project, have been engaged in project planning and implementation.
	3	Project is in a formally adopted plan or the Applicant has demonstrated that the public and stakeholders who will be affected by, or who can advance the project, have been engaged in project planning and implementation.
	0	Project is not in a formally adopted plan and the Applicant has not demonstrated that the public and stakeholders who will be affected by, or who can advance the project, have been engaged in project planning and implementation.
Agency Priority	10	Project is: - required by an executed EPA Administrative Order; Order on Consent; or required by a draft or final SPDES permit (e.g. disinfection, denitrification, etc.); or - constructing a wastewater treatment and/or collection system for an area with failing onsite septic systems; or - identified in a DEC-approved watershed implementation plan (i.e. TMDL, Nine Element Plan or DEC HABs Action Plan); or - submitted by an applicant who qualifies as a hardship community in the 2022 CWSRF Intended Use Plan.
	5	Project is to upgrade or replace an existing wastewater system.
	0	Project does not align with EFC and DEC priorities (e.g., new sewers/extensions).
Environmental Justice	5	Project improves water quality in an Environmental Justice area or positively impacts drinking water quality serving an EJ community.
	0	Project does not improve water quality in an Environmental Justice area nor positively impact drinking water quality serving an EJ community.

⁷ Formally adopted plans include comprehensive plans, master plans, asset management plans, local waterfront revitalization plans, and other land use plans. Unacceptable plans include: annual system reports; consent orders, REDC strategies; TMDLs; TMDL implementation plans; watershed implementation plans; and watershed action agendas.

Multiple Application Submissions

A municipality may submit only one application per project. If a municipality submits multiple applications for separate projects, they should prioritize the applications. Please note, a municipality may only have two active EPG awards.

Successful Applicant Requirements (after Grant Award)

Documentation: Successful applicants must enter into a grant agreement with EFC to receive grant funds. The following items must be submitted to EFC prior to the execution of the grant agreement.

1. Detailed final budget and plan of finance, including all third-party funding agreements and satisfaction of the minimum 20 percent local match requirement.
2. Board resolution authorizing and obligating local match funds.
3. Board resolution for designation of an Authorized Representative for the municipality.
4. Board resolution declaring State Environmental Quality Review Act (SEQR) findings or determinations for the planning activities associated with the award.
5. Executed Engineering Agreement that complies with NYS Minority/Woman-owned Business Enterprises (MWBE), Service- Disabled Veteran-Owned Business (SDVOB) Program, and Equal Employment Opportunity (EEO) requirements.

Documentation required to enter into a grant agreement must be submitted within 6 months of the grant award.

Definitions

Engineering Report – means the document or documents that determines the technical feasibility and estimated cost of a CWSRF eligible project. Engineering reports are prepared by a professional engineer licensed and registered to practice in New York State and must follow EFC/DEC's Engineering Report Outline. The Outline can be downloaded from EFC's webpage. See the link in the Additional Resources section below.

In-Kind Services – means services performed by capable and qualified employees of the municipality for technical and administrative force accounts that are directly related to and in support of the development of the engineering report and are deemed reasonable by EFC.

Municipality – means any county, city, town, village, district corporation, county or town improvement district, school district, Indian reservation wholly within New York State, any public benefit corporation or public authority established pursuant to the laws of New York or any agency of New York State which is empowered to construct and

operate a project, or any two or more of the foregoing which are acting jointly in connection with a project.

Planning – means the orderly development of a project concept from the original statement of need or purpose through the evaluation of alternatives to a final recommendation on a course of action and measures to implement the selected alternative, including completion of the environmental review process.

Publicly-Owned Treatment Works– means any devices and systems used in the storage, treatment, recycling and reclamation of municipal sewage or industrial wastes of a liquid nature. It also includes sewers, pipes and other conveyances, only if they convey wastewater to a publicly owned treatment plant, and combined storm water and sanitary sewer systems.

Watershed Implementation Plan – means a Total Maximum Daily Load (TMDL), Nine Element Watershed Management Plan, or DEC Harmful Algal Blooms (HABs) Action Plan. See the links in the Additional Resources section below.

Smart Growth - The State Smart Growth Public Infrastructure Policy Act of 2010 is intended to augment the state's environmental policy by maximizing the social, economic, and environmental benefits of public infrastructure development while minimizing unnecessary environmental degradation, disinvestment in urban and suburban communities, and the loss of open space resulting from sprawl development.

Additional Resources

- EFC/DEC engineering report outline:
https://efc.ny.gov/system/files/documents/2021/11/11122021_er_outline_ffy2022.pdf
- Summary of the United States Census, 2019 American Community Survey MHI data can be found on EFCs website at:
https://efc.ny.gov/system/files/documents/2021/10/epg_mhi_pop_pov_5-year-estimates_2019.pdf
- DEC Info Locator (most up to date source of Water Inventory / Priority Waterbodies List (WI/PWL) segment assessments):
<https://www.dec.ny.gov/pubs/109457.html>
- *TR-16 Guides for the Design of Wastewater Treatment Works, Latest Edition*— New England Interstate Water Pollution Control Commission:
<http://neiwpcc.org/learning-center/tr-16-guides-design-wastewater-treatment-works/>
- *The New York State Flood Risk Management Guidance for Implementation of the Community Risk and Resiliency Act*:
<https://www.dec.ny.gov/energy/102559.html#Implementation>

- Potential Environmental Justice areas information and maps:
<https://giservices.dec.ny.gov/gis/dil/>
- Harmful Algal Blooms (HABs) Action Plans
<https://www.dec.ny.gov/chemical/113733.html>
- Nine Element Watershed Management Plans
https://www.dec.ny.gov/docs/water_pdf/9efaq17.pdf
- Total Maximum Daily Loads (TMDLs)
<https://www.dec.ny.gov/chemical/23835.html>

For more information, visit www.dec.ny.gov/epg

RESOLUTION NO.: 141 - 2022

OF

JUNE 13, 2022

RESOLUTION AMENDING RESOLUTION NO: 283-2021, THE 2022 BUDGET FOR
THE CITY OF NEWBURGH, NEW YORK TO TRANSFER \$582,526.00 FROM
WATER FUND BALANCE TO WATER FUND DISTRIBUTION - MOTOR EQUIPMENT
TO PURCHASE A VAC-CON HYDRO-EXCAVATOR

WHEREAS, an amendment to the 2022 Budget is necessary to fund the purchase of a Vac-Con Hydro-Excavator; the same being in the best interest of the City of Newburgh;

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Newburgh that Resolution No.: 283-2021, the 2022 Budget of the City of Newburgh, is hereby amended as follows:

		<u>Decrease</u>	<u>Increase</u>
F. 0000.0911.0000	Water Fund Balance	<u>\$582,526.00</u>	
F. 8340.0202.0000	Water Fund Distribution Motor Equipment		<u>\$582,526.00</u>
	TOTAL:	\$582,526.00	\$582,526.00

RESOLUTION NO.: 142 - 2022

OF

JUNE 13, 2022

**A RESOLUTION AUTHORIZING THE CITY MANAGER
TO EXECUTE AN AGREEMENT WITH LINSTAR, INC.
FOR IDENTIFICATION CARD EQUIPMENT AT A COST OF \$8,603.41**

WHEREAS, the City of Newburgh proposes to upgrade the equipment for City identification cards in the Police Department, Fire Department and City Hall; and

WHEREAS, Linstar, Inc. has been identified as the most appropriate and cost-effective vendor for such equipment; and

WHEREAS, the total cost of the equipment will be \$8,603.41 and the funds shall be derived from Budget Line A.1680.205; and

WHEREAS, this Council has reviewed the agreement with Linstar, Inc. and has determined that it is in the best interests of the City of Newburgh to enter into such agreement;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and is hereby authorized to execute an agreement with Linstar, Inc. for identification card equipment at the cost of \$8,603.41.

RESOLUTION NO.: 143 -2022

OF

JUNE 13, 2022

**A RESOLUTION AUTHORIZING THE EXECUTION OF A RELEASE OF
RESTRICTIVE COVENANTS AND RIGHT OF RE-ENTRY FROM A DEED
ISSUED TO JULIUS J. CARRINGTON TO THE PREMISES KNOWN AS
247 FIRST STREET (SECTION 29, BLOCK 3, LOT 8)**

WHEREAS, on December 3, 2002, the City of Newburgh conveyed property located at 247 First Street, being more accurately described on the official Tax Map of the City of Newburgh as Section 29, Block 3, Lot 6, to Julius J. Carrington; and

WHEREAS, the title company for the prospective purchaser 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.

143-22

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 247 First Street, Section 29, Block 3, Lot 8 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 3, 2002, from THE CITY OF NEWBURGH to JULIUS J. CARRINGTON, recorded in the Orange County Clerk's Office on March 28, 2003, in Liber 11004 of Deeds at Page 1353 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.: 144 - 2022

OF

JUNE 13, 2022

A RESOLUTION TO AUTHORIZE THE CONVEYANCE OF REAL PROPERTY
KNOWN AS 39 LUTHERAN STREET (SECTION 29, BLOCK 3, LOT 13)
AT PRIVATE SALE TO GARFIELD A. BRUFF D/B/A BOSS BUILDING COMPANY
FOR THE AMOUNT OF \$18,500.00

WHEREAS, the City of Newburgh has acquired title to several parcels of real property by exercising its right of reverter pursuant to Section 612 of the Real Property Actions and Proceedings Law of the State of New York; and

WHEREAS, pursuant to Section 13-2 of the City Code of the City of Newburgh, the City may sell any real property at private sale; and

WHEREAS, the City of Newburgh desires to sell a vacant parcel of real property identified as 39 Lutheran Street, being more accurately described as Section 29, Block 3, Lot 13 on the official tax map of the City of Newburgh; and

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

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

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the sale of the following property to the indicated purchaser be and hereby is confirmed and the City Manager is authorized and directed to execute and deliver a quitclaim deed to said purchaser upon receipt of the indicated purchase price in money order, good certified or bank check, made payable to **THE CITY OF NEWBURGH**, such sums are to be paid on or before September 9, 2022, being approximately ninety (90) days from the date of this resolution; and

<u>Property address</u>	<u>Section, Block, Lot</u>	<u>Purchaser</u>	<u>Purchase Price</u>
39 Lutheran Street	29 - 3 - 13	Garfield A. Bruff d/b/a Boss Building Company	\$18,500.00

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

144-22

Terms and Conditions Sale

39 Lutheran Street, City of Newburgh (SBL: 29-3-13)

STANDARD TERMS:

1. City of Newburgh acquired title to this property in accordance with Article 11 of the Real Property Tax Law of the State of New York, and all known rights of redemption under said provisions of law have been extinguished by the tax sale proceedings and/or as a result of forfeiture.
2. For purposes of these Terms and Conditions, parcel shall be defined as a section, block and lot number.
3. All real property, including any buildings thereon, is sold "AS IS" and without any representation or warranty whatsoever as to the condition or title, and subject to: (a) any state of facts an accurate survey or personal inspection of the premises would disclose; (b) applicable zoning/land use/building regulations; (c) water and sewer assessments are the responsibility of the purchaser, whether they are received or not; (d) easements, covenants, conditions and rights-of-way of record existing at the time of the levy of the tax, the non-payment of which resulted in the tax sale in which City of Newburgh acquired title; and (e) for purposes of taxation, the purchaser shall be deemed to be the owner prior to the next applicable taxable status date after the date of sale.
4. The properties are sold subject to unpaid school taxes for the tax year of 2022-2023, and also subject to all school taxes levied subsequent to the date of the City Council resolution authorizing the sale. The purchaser shall reimburse the City for any school taxes paid by the City for the tax year 2022-2023, and subsequent levies up to the date of the closing. Upon the closing, the properties shall become subject to taxation. Water and sewer charges and sanitation fees will be paid by the City to the date of closing.
5. **WARNING: FAILURE TO COMPLY WITH THE TERMS OF THIS PARAGRAPH MAY RESULT IN YOUR LOSS OF THE PROPERTY AFTER PURCHASE.** The deed will contain provisions stating that the purchaser is required to rehabilitate any building on the property and bring it into compliance with all State, County and Local standards for occupancy within (18) months of the date of the deed. Within such eighteen (18) month time period the purchaser must either: obtain a Certificate of Occupancy for all buildings on the property; make all buildings granted a Certificate of Occupancy before the date of purchase fit for the use stated in such Certificate of Occupancy; or demolish such buildings. The deed shall require the purchaser to schedule an inspection by City officials at or before the end of the eighteen (18) month period. If the purchaser has not complied with the deed provisions regarding rehabilitation of the property and obtained a Certificate of Occupancy or Certificate of Compliance by that time, then the title to the property shall revert to the City of Newburgh. The deed shall also provide that the property shall not be conveyed to any other person before a Certificate of Occupancy or Certificate of Compliance is issued. A written request made to the City Manager for an extension of the eighteen (18) month rehabilitation period shall be accompanied by a non-refundable fee of \$250.00 per parcel for which a request is submitted. The City Manager may, in his sole discretion and for good cause shown, grant one extension of time to rehabilitate of up to, but not to exceed, three (3) months. Any additional request thereafter shall be made in writing and placed before the City Council for their consideration.
6. The City makes no representation as to whether the property is vacant and/or unoccupied. Evictions, if necessary, are solely the responsibility of the purchaser after closing and recording of the deed. The parcel is being sold subject to the City's Vacant Property Ordinance (Chapter 121) and all provisions of law applicable thereto. Within 30 days of closing, the purchaser must register the property and pay any applicable fees or submit an acceptable rehabilitation plan to the Building Department.
7. All purchasers are advised to personally inspect the premises and to examine title to the premises prior to the date upon which the sale is scheduled to take place. Upon delivery of the quitclaim deed by the City of Newburgh to the successful purchaser, any and all claims with respect to title to the premises are merged in the deed and do not survive.

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

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

ACKNOWLEDGED AND AGREED

Date: _____

Garfield A. Bruff

RESOLUTION NO.: 145 - 2022

OF

JUNE 13, 2022

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE
A SITE DEVELOPMENT AGREEMENT WITH
DUBOIS STREET ASSOCIATES LLC FOR THE TRANSFER AND
REDEVELOPMENT OF PROPERTY LOCATED AT
123 RENWICK STREET (SECTION 45, BLOCK 12, LOT 13.1)**

WHEREAS, the City of Newburgh wishes to redevelop the City-owned property located at 123 Renwick Street (the "Property"); and

WHEREAS, the City issued a Request For Proposals ("RFP") for the development of the Property and received two (2) responses from developers interested in pursuing development projects on the Property; and

WHEREAS, the Mayor's Strategic Economic Development Advisory Committee reviewed the responses to the RFP and recommended to City Council that Dubois Street Associates LLC (by John Waters, as managing member) be selected to develop the Property; and

WHEREAS, the parties have negotiated a site development agreement for the transfer and redevelopment of the Property, which is annexed hereto; and

WHEREAS, this Council finds that the Property is not required for public use and that approving such site development agreement is necessary, appropriate and in the best interests of the City;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh that the City Manager be and he is hereby authorized to execute on behalf of the City of Newburgh the site development agreement with Dubois Street Associates LLC (by John Waters, as managing member), in substantially the same form as annexed hereto with other provisions as Corporation Counsel may require, for the transfer and redevelopment of the property at 123 Renwick Street.

145-22

SITE DEVELOPMENT AGREEMENT

BETWEEN

THE CITY OF NEWBURGH

AND

DUBOIS STREET ASSOCIATES LLC

DATED AS OF _____, 2022

Regarding:
123 Renwick Street, Tax ID 45-12-13.1
City of Newburgh, Orange County, New York

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SITE DEVELOPMENT AGREEMENT

THIS SITE DEVELOPMENT AGREEMENT ("Agreement") dated _____, 2022 between the City of Newburgh, a municipality of the State of New York, having a principal office at City Hall, 83 Broadway, Newburgh, NY 12550 ("City") and Dubois Street Associates LLC, a domestic limited liability company having an address of 420 Westbury Avenue, Carle Place, New York 11514 ("Developer").

WITNESSETH:

WHEREAS, the City is the owner of a parcel of property located in the City of Newburgh, more accurately referred to as 123 Renwick Street [Section 45, Block 12, Lot 13.1] on the official tax map of the City of Newburgh, (collectively referred to herein as the "Property"); and

WHEREAS, the City desires to provide for the redevelopment of the Property for residential and commercial (i.e. mixed-use) uses; and

WHEREAS, pursuant to a request for proposals, based on their representations as to qualifications, experience and financial capacity, the City selected the Developer to redevelop the Property; and

WHEREAS, the Developer has proposed to acquire the Property from the City for the purposes of developing the Property, and City desires to convey the Property to the Developer pursuant to the terms set forth in this Agreement; and

WHEREAS, the Developer acknowledges that the City is conveying the Property subject to the terms and conditions set forth herein for the purpose of providing for the redevelopment of the Property in accordance with this Agreement; and

NOW THEREFORE, in consideration of mutual covenants herein contained and the payment of the sum of on dollar by the Developer to City, the receipt of which is hereby acknowledged, the parties agree as follows:

ARTICLE 1 DEFINITIONS

SECTION 1.01 Definitions. Any terms set forth in this section shall have the meanings ascribed to them for all purposes of this Agreement, unless the context clearly requires otherwise.

"Approvals and Permits" shall mean, collectively, all approvals and permits actually issued from all governmental or administrative agencies or regulatory bodies having jurisdiction for the construction and operation of the redevelopment of the Property, including, without limitation, all site plan approvals, zoning variances, easement and franchise agreements. "Approvals and Permits" shall also mean all applications for building permits, licenses, permits and permissions to construct

and maintain all on-site and off-site improvements, curbcuts, roadway, mediate cuts and utility lines and services.

"Architect" shall mean a professional architect or professional engineer or firm of professional architects or professional engineers licensed by the State of New York, and reasonably acceptable to City.

"Awards" shall mean grants, loans, or any other funding from a Governmental Authority, as Governmental Authority is further defined herein.

"Business Day" shall mean a day other than i) any Saturday, Sunday, or other day on which banks located in the City of Newburgh are authorized or required to be closed, or ii) any day on which the offices of the City of Newburgh are closed.

"Certificate of Occupancy" shall mean a permanent certificate of occupancy issued by the City of Newburgh Code Compliance Bureau.

"City" shall mean the City of Newburgh, a municipal corporation of the State of New York having a place of business at 83 Broadway, Newburgh, New York 12550, its successors and/or assigns.

"Claims" shall mean any and all claims (whether in tort, Agreement or otherwise), demands, liabilities, obligations, damages, penalties, costs, charges and expenses, for losses, damage, injury and liability of every kind and nature and however caused, and taxes, including, without limitation, reasonable fees of architects, engineers and attorneys, administrative or judicial actions, suits, orders, liens, notices, notice of violations, investigations, complaints, requests for information, proceedings, or other communication (written or oral), whether criminal or civil.

"Closing Date" shall mean the date of closing of title pursuant to Section 3.03.

"Closing Deadline" shall mean the date which is set forth in Schedule "C" as the closing deadline.

"Completion Deadline" shall mean the date which is set forth in Schedule "C" noted as the "Project Completion Deadline."

"Developer" shall mean Dubois Street Associates LLC, its successors and/or assigns to the extent permitted under Section 12.01 of this Agreement.

"Earnest Money" shall mean the amount payable pursuant to Section 4.01(a).

"Force Majeure" shall mean acts of God, pandemics, strikes, lockouts or other labor disturbances; acts of public enemies; orders or restraints of any kind of the United States or any civil or military authority in the exercise of its police powers; insurrection, civil disturbances, or riots; or impossibility of procuring materials.

"Governmental Authority" shall mean the United States, State of New York, and any political subdivision thereof, and any agency, department, commission, board, bureau or instrumentality of any of them having jurisdiction over the Property including, but not limited to the United States, the U.S. Environmental Protection Agency, or any state or local environmental protection agency.

"Housing Units" shall mean apartment units intended to be occupied by a single person or family other than on a transient basis.

"Improvements" shall mean any buildings, structures, or other improvements, now or hereafter constructed or place upon, under or affixed to the Property, including without limitation any fixtures.

"Lending Institution" shall mean any insurance company, bank or trust company, college, university charitable institution or union, pension, profit or retirement fund or trust, governmental agency or fund, real estate investment trust, or other financial or lending institution whose loans on real estate or respect thereto are regulated by state or federal law, and which is not a Related Party to the Developer.

"Liens" shall mean any interest in real or personal property securing an obligation owed to a person, whether such interest is based on the common law, statute or agreement, and including, but not limited to, a security interest arising from a mortgage, encumbrance, pledge, conditional sale or trust receipt or a lease, consignment or bailment for security purposes. The term "Lien" includes reservations, exceptions, encroachments, projection, easements, right of way, including but not limited to, mechanics', materialman's, warehousemen's and carriers' liens and other similar encumbrances affecting real property. For purposes hereof, a "person" shall be deemed to be the owner of real or personal property which it has acquired or holds subject to a conditional sale agreement or other arrangement pursuant to which title to the property has been retained by or vested in some other person for security purposes.

"Net Proceeds" shall mean so much of the proceeds with respect to which that term is used as remain after payment of all fees for the costs of adjustment and collection, services, expenses, and taxes (including reasonable attorneys' fees) incurred in obtaining such proceeds.

"Person" shall mean an individual, partnership, corporation, trust, unincorporated organization or Government Authority.

"Plans and Specifications" shall mean the plans, specifications, drawings and related documents for the Improvements which shall be prepared by a New York State Licensed Architect or Professional Engineer, and shall be as detailed as the plans required to be submitted to the building inspector of the City for purposes of obtaining a building permit, including but not limited to a site plan that includes a landscaping plan, a drainage plan, pedestrian and vehicle ingress and egress, a floor plan, mark-outs for water, sewer and utilities, exterior materials, colors and elevations, parking, and signage, including all amendments and modifications thereof made in accordance with the terms hereof.

"Project" shall mean the development project, which shall include renovation of three floors of commercial space for use(s) permitted in the applicable zone(s); restoration of the existing building in accordance with New York State Historic Preservation Office and City of Newburgh Architectural Review Commission standards; and outreach, training and hiring of local area residents in connection with the construction project. No change of building footprint is contemplated or shall be allowed.

"Project Lender" shall mean a Lending Institution that is the mortgagee of a Project Mortgage financing construction of the Project.

"Project Mortgage" shall mean one or more mortgages on Developer's interest in the Property and Improvements obtained from a Lending Institution, the proceeds of which are used for the development of the Project including, without limitation, soft costs, hard costs and financing costs related thereto and any refinancing by a Lending Institution.

"Property" shall mean the property described at Section 3.01 to be conveyed pursuant to this Agreement.

"Purchase Price" shall mean the purchase price set forth in Section 4.01.

"Related Party" shall mean, with respect to any Person, any other Person if such other Person controls or is controlled by or under common control with the Person.

"Taxes" shall mean all taxes, assessments, water and sewer rents, rates and charges, vault license fees or rentals, levies license and permit fees and all other governmental impositions and charges of every kind and nature whatsoever, extraordinary as well as ordinary, foreseen and unforeseen, which shall be charged, levied, laid, assessed, imposed upon, become due and payable out of or in respect of, or become liens upon the whole or any part of the Property or Improvements, together with all interest and penalties, under all present or future laws, ordinances, requirements, orders, directives, rules or regulations or the federal, state, county, school and city governments and of all other Governmental Authorities whatsoever.

"Title Insurer" shall mean such title insurance company as shall be mutually acceptable to the City and the Developer for the issuance of the policies of title insurance referred to in Section 3.02.

SECTION 1.02 Interpretation. As used in this Agreement, the masculine shall include the feminine and neuter and vice versa, the singular shall include the plural and the plural shall include the singular, as the context may require. References to sections or subsections herein shall mean the applicable section of subsection of this Agreement, unless the context clearly requires otherwise.

ARTICLE 2 DEVELOPER'S REPRESENTATIONS

SECTION 2.01 Developer's Representations. Developer makes the following representations and warranties to City in conjunction with the conveyance of the Property:

(a) Developer is a domestic limited liability company duly formed and in good standing under the laws of the State of New York; is duly qualified to transact business in the State of New York; and has the requisite corporate power and authority to enter into this Agreement and any other documents required by the Parties to effectuate this Agreement including. The execution, delivery and performance by Developer of such documents does not conflict with or result in a violation of Developer's organizing documents or any judgment, order or decree of any court or arbiter to which Developer is a party or by which it is bound. Such documents are valid and binding obligations of Developer, enforceable in accordance with their terms. There is no suit, action, proceeding or litigation pending or, to the best of Developer's knowledge, threatened, against or affecting the Developer by or before any court, arbitrator, administrative agency or other Governmental Authority which might have material effect on the validity of the transaction contemplated hereby or the ability of the Developer to perform its obligations under this Agreement.

(b) Developer intends to proceed to seek the Approvals and Permits for the construction of the Project promptly following the execution of this Agreement.

(c) Developer has the requisite financial capacity and technical expertise and is in all respects capable of constructing the Project prior to the Completion Deadline.

(d) If Developer's financial capacity to complete the project relies, in whole or in part, on an Award from a Governmental Authority, Developer shall provide the name of the Award and the Governmental Authority charged with review and issuance of the Award contemporaneous with the signing of this Agreement. Developer represents to the best of its knowledge that it is qualified to apply for and receive said Award, and the Award may be used to fund the Project. Unless already awarded or received, Developer shall promptly apply for said Award(s) and provide the City with timely updates on application deadlines, expected Award determination dates, and actual Award funding dates.

(e) The Project will be constructed to meet all requirements of Permits and Approvals and applicable requirements of any Governmental Authority having jurisdiction over the Developer, the Property, the Improvements or their use or operation.

(f) All certificates or statements furnished to the City by or on behalf of the Developer in connection with the transaction contemplated hereby are true and complete.

(g) Additional Developer representations unique to this Project are annexed hereto as "Schedule E" and are fully incorporated into this Agreement and made part hereof.

ARTICLE 3
CONVEYANCE OF PROPERTY AND ACCEPTABLE TITLE

SECTION 3.01 Conveyance of Property. Upon satisfaction of the conditions precedent to conveyance set forth in Article 5 of this Agreement, and subject to the further terms of this Agreement, City shall convey to Developer and Developer shall purchase, at the price and upon the terms and conditions set forth in this Agreement, the Property in the City of Newburgh, Orange County, the Property, which includes:

- (a) the real property located in Orange County and described in Schedule "A" attached hereto and made part hereof (the "Land");
- (b) all right, title and interest currently held by the City, if any, in and to any and all strips and gores of land adjacent to or adjoining the Land, and all of the Land lying in the bed of any street or highway in front of or adjoining the Land to the center line thereof and to any unpaid award for any taking by condemnation or any damages to the Land by reason of a change of grade of any street or highway;
- (c) all appurtenances and all the estate and rights currently held by the City in and to the Land.
- (d) the appurtenances and all the estate and rights currently held by the City in and to the Land and Improvements; and
- (e) all right, title and interest currently held by the City, if any, in and to the furniture, machinery, fixtures, equipment attached to or located on the Land or the Improvements (collectively referred to in the Agreement as the "Equipment").

SUBJECT TO the any easements or rights-of-way of record, and rights of reverter reserved herein as further described in Section 11.04.

SECTION 3.02. Title; Permitted Exceptions. City shall convey fee simple title to the Property in accordance with the terms of this Agreement, subject only to the following exceptions (collectively referred to as the "Permitted Exceptions"):

- (a) the matters set forth in Schedule "B" attached hereto;
- (b) the City's right of reverter set forth in Section 11.04;
- (c) restrictions, easements, rights of way and encumbrances disclosed in policies of title insurance which have been made available to the Purchaser;
- (d) statutory liens for current taxes, assessments or other governmental charges not yet delinquent; and
- (e) zoning, entitlement and other land use and environmental regulations by the City, provided that such regulations have not been violated.

SECTION 3.03 Closing. Except as otherwise provided in Schedule C, the closing of title pursuant to this Agreement (the "Closing") shall take place at 10:00 a.m. on a specific date determined by the parties, but in no event later than 14 months from the date of this Agreement, at the offices of the Corporation Counsel at City Hall, 83 Broadway, Newburgh, NY, or at such

other date or location as may be agreed to by the parties (the actual date of the Closing being herein referred to as the "Closing Date").

ARTICLE 4 PURCHASE PRICE; ACCEPTABLE FUNDS

SECTION 4.01 Purchase Price; Down Payment. The purchase price (the "Purchase Price") to be paid by Developer for the Property shall be \$127,500.00, payable as follows:

- (a) The Developer shall pay to the City a down payment of \$2,500.00 (the "Earnest Money") upon the execution of this Agreement, which Earnest Money shall be non-refundable, except to the extent provided in Section 7.02.
- (b) The Earnest Money shall be applied as a credit toward the Purchase Price at Closing.
- (c) The balance of the Purchase Price shall be paid to the City at Closing.

SECTION 4.02 Acceptable Moneys. All monies payable under this Agreement, unless otherwise specified in this Agreement shall be paid by:

- (a) Certified checks of the Developer on behalf of the Developer or any person making a purchase money loan to the Developer drawn on any bank, savings bank, trust company or savings and loan association having a banking office in the State of New York, payable to the order of the City; or
- (b) Official bank checks drawn by any such banking institution, payable to the order of the City.

ARTICLE 5 CONDITIONS PRECEDENT

SECTION 5.01 Conditions to Developer's Obligation; Right to Terminate. In addition to the conditions otherwise set forth herein, the Developer's obligations to purchase shall be contingent upon the following conditions:

- (a) Prior to conveyance of the Property, the Developer shall have the option to terminate this Agreement, but without the right to receive a refund of the Earnest Money and any costs incurred by Developer in connection with the Project.
- (b) Developer shall be deemed to have waived all contingencies if written notice is not given to City on or prior to the Closing Date.

SECTION 5.02 Conditions to City's Obligations. In addition to the conditions otherwise set forth herein, City's obligations to convey the Property shall be contingent upon the following conditions:

- (a) Developer shall have paid the Purchase Price as provided in Article 3 of this Agreement.
- (b) Developer shall have obtained all required Approvals and Permits for the Project.

(c) Developer shall not be in default under this Agreement.

SECTION 5.03 City's Right to Terminate. City shall have the right to terminate this Agreement by written notice to the Developer, but without any obligation to refund the Earnest Money, if all of the conditions precedent to conveyance set forth in Section 5.01 have not been satisfied by the Closing Deadline.

SECTION 5.04 Termination of Agreement. Upon termination by either party pursuant to this Agreement, this Agreement shall be null and void, and no action, claim or demand may be based on any term or provision of this Agreement, other than Sections 6.03 (Indemnity) and 9.05(e) (Environmental Indemnity).

ARTICLE 6 COVENANTS

SECTION 6.01 Developer's Covenants. In addition to the agreements otherwise set forth herein, Developer makes the following covenants for the benefit of City.

(a) Design and Approvals:

- i. Developer will cause to be prepared by an Architect a project design for the Project and submit Plans and Specifications to the City's land use boards in sufficient time for review and approval prior to the Closing Deadline.
- ii. Developer shall obtain all necessary Approvals and Permits at least 30 days prior to the Closing Deadline.
- iii. Developer shall receive City's prior written approval, not to be unreasonably withheld, of all architects, engineers and general contractors to be engaged in the planning, design, and construction of any Public Improvements. The City may reasonably withhold prior written approval, apart from any other considerations, unless and until (1) Developer provides an insurance company bond to the City for the City's estimated value of any public improvements, plus 20 percent; and (2) any of Developer's architects, engineers, and contractors specifically agree to complete work for City, at City's request, in the event of Developer's default.
- iv. If any lien is filed or asserted, including, without limitation, any lien for the performance of any labor or services or the furnishing of materials, whether or not valid, and made against the Property or any part thereof in the interest therein of the City, or the interest therein of a Party under this Agreement, other than Liens for Taxes not yet payable, or payable without the addition of any fine, penalty, interest or cost for non-payment, Permitted Encumbrances, or liens being contested as permitted by this Section, then Developer, upon receipt of notice of the filing, assertion, entry or issuance of such lien (regardless of the source of such notice) shall give written notice thereof to City within 5 business days and, except where the validity of such Lien is being contested in accordance with the provisions of this Section, take all action (including the payment of money and/or the securing of a bond)

at its own expense as may be necessary or appropriate to obtain the discharge in full thereof and to remove or nullify the basis therefor. Nothing contained in this Agreement shall be construed as constituting the express or implied consent to or permission of the City for the performance of any labor or services or the furnishing of any materials that would give rise to any Lien against City's interest in the Property. The Developer may, at its sole expense contest, after prior written notice to the City, by appropriate action conducted in good faith and with due diligence in the amount or validity or application, in whole or in part, of any Lien, if (1) such proceeding shall suspend the execution or enforcement of such Lien against the Property or Improvements or any part thereof or any interest therein, or in this Agreement, of the Sell or Developer or against any of the rentals or other amounts payable under this Agreement, (2) neither the Property or Improvements nor any part thereof or interest therein would be in any danger of being sold, forfeited or lost, (3) City would not be in any reasonable danger of any civil or any criminal liability, other than normal accrual of interest, for failure to comply therewith, and (4) the Developer shall have furnished such security, if any, as may be required in such proceedings; if such proceeding could result in the City being in any reasonable danger of civil liability, including accrual of interest, fines and/or penalties, the Developer shall deliver a written confirmation to the City that the Developer shall indemnify and hold the City harmless from any claims, liabilities, costs or expenses as may derive with respect thereto, and the Developer shall provide to the City such security as the City may reasonably require.

- v. At the written request of the City, the Developer shall provide all reasonable information as may be requested with respect to any Lien, the status thereof, the amount in dispute, and the action taken or proposed to be taken by the Developer in connection therewith.

(b) Completion Deadline:

- i. Developer will complete the construction of the Project not later than the Completion Deadline.

(c) Construction. In construction of the Project, Developer:

- i. Shall at its own cost and expense obtain all Approvals and Permits;
- ii. Shall comply with all requirements of Governmental Authorities applicable to the construction and installation of the Improvements;
- iii. Shall perform the construction and installation of the Project expeditiously, in compliance with the Plans and Specifications, in a good and workmanlike manner and in accordance with the provisions of this Agreement.
- iv. Shall pay all proper accounts for work done or materials furnished under all Agreement which it has entered into relating to the construction of the Project.

SECTION 6.02 City's Covenants. City covenants that it will comply with the following covenants between the date of this Agreement and the Closing, unless this Agreement is earlier terminated in accordance with its terms:

- (a) The City shall not encumber the Property or enter into any lease or other occupancy agreement therefor, without the prior written consent of the Developer.
- (b) The City shall allow for Developer or Developer's representatives access to the Property upon reasonable prior notice pursuant to Section 9.05 of this Agreement.
- (c) City hereby agrees that it will consent in its capacity as owner when reasonably requested by Developer, at Developer's expense, to any application for planning or other regulatory approvals necessary in connection with the contemplated use of the Property for the Project consistent with this Agreement, subject to Section 9.04.

SECTION 6.03 Indemnity. Developer shall at all times indemnify and hold the City harmless from and against and all Claims, including reasonable attorneys' fees, which may be imposed upon, incurred by or asserted against the Seller, its officers, employees, and agents (the "Indemnified Parties"), arising during the term of this Agreement upon or about the Property or resulting from, arising out of, or in any way connected with (1) breach of the representations and warranties set forth in Section 2.01, whether prior to or after the Closing; (2) the funding of the costs of the Project; (3) the planning, design, acquisition, site preparation, construction, renovation, equipping, installation, or completion of the Project or any part thereof or the effecting of any work done in or about the Property; (4) any defects, whether latent or patent, in the Improvements; (5) the maintenance, repair, replacement, restoration, rebuilding, upkeep, use, occupancy, ownership, leasing, subletting or operation of the Improvements or any portion thereof; or (6) any act or omission of Developer or any of its agents, concessionaires, contractors, servants, employees, tenants, or invitees ("Permittees"), including without limitation any failure by Developer to perform or comply with any of the covenants, agreements, terms, conditions or limitations of this Agreement, but excluding liability caused by the negligence or intentional misconduct of the Indemnified Parties. The Developer shall require any of its Permittees who perform construction work on the Property to agree to indemnify the Indemnified Parties and Developer for Claims with respect to the Permittee's scope of work, excluding negligence or willful misconduct of the party to be indemnified. If any action or proceeding is brought against Seller because of any one or more of the Claims, Developer, at its sole cost and expense, upon written notice from Seller, shall defend that action or proceeding by competent counsel acceptable to Seller.

ARTICLE 7 OBJECTION TO TITLE, FAILURE TO PERFORM

SECTION 7.01 Developer to Deliver Title Report. Developer shall cause a copy of an updated title report from the Title Insurer to be forwarded to City within sixty (60) days of the date of this Agreement. Service of the updated title report shall constitute notice of the Developer's objections to title, as said objections might be outlined in a Schedule B or Schedule B-1. City shall be entitled to a reasonable period of time of not less than one hundred eighty (180) days to remove any defects in or objections to title noted in such title report. Developer shall be deemed to have

waived any objections to title if not made within (10) days after furnishing the title report to the City.

SECTION 7.02 Developer's Right to Terminate. If City is unable to cause title to the Project to be conveyed at the Closing in accordance with the provisions of this Agreement, Developer may elect to accept such title as City may be able to cause to be conveyed. If Developer shall not so elect, Developer may terminate this Agreement upon thirty (30) days' notice to City. Upon such termination, the Agreement shall be null and void and the parties hereto shall be relieved of all further obligations and liability except that the provisions of Section 9.05(e) and Section 6.03 shall survive the closing.

ARTICLE 8 DESTRUCTION, DAMAGE OR CONDEMNATION

SECTION 8.01 General Obligations Law to Control. The provisions of Section 5-1311 of the General Obligations Law shall apply to the sale and purchase provided for in this Agreement.

ARTICLE 9 SITE CONDITIONS; INVESTIGATIONS; APPROVALS

SECTION 9.01 As-Is Condition. At Closing, Seller shall convey the Property in "as is" condition. The Seller expressly disclaims any warranties or representations whatsoever. After Closing, any costs related to the Property will be the responsibility of the Developer.

SECTION 9.02 No Representations. No representation, statement or warranty, express or implied, has been made by Seller as to the condition of the Property, or its permitted use under applicable zoning, building, land use and similar laws, ordinances and regulations. Developer assumes all responsibility for compliance with such use regulations, and Seller shall have no liability or responsibility for any defect in the Property or for any limitations upon the use of the Property.

SECTION 9.03 Developer to Obtain Approvals. Developer, at its sole expense, shall take all actions that it reasonably deems necessary to obtain, and shall make and diligently prosecute all applications for Approvals and Permits. Nothing in this Agreement shall be construed as the consent, request, approval, or agreement of Seller, express or implied, by inference or otherwise, to any applications for Approvals and Permits made by Developer to any agency or body of the City, nor any agreement or Agreement to change, amend, modify, or alter any local law, code, or ordinance of the City or any agency or body of the City.

SECTION 9.04 Zoning and Planning Approvals. The Developer anticipates that the development of the Project as presently contemplated will not require an amendment to the City of Newburgh zoning code or a use variance. In the event of any proposed modifications by the Developer to its proposed Project, the Developer understands that the granting of such requests is within the discretion of the applicable governmental body and that nothing in this Agreement obligates the City, the Seller, or any other governmental body to provide for such approvals. Any

risks associated with obtaining land use board approvals shall be exclusively borne by the Developer. The Project shall conform with all applicable zoning requirements as they may be so amended.

SECTION 9.05 Environmental and Soil Investigation and Testing.

- (a) City grants to Developer the right to conduct an examination to obtain a report or reports by a qualified consultant or consultants (the "Consultants") concerning the presence of any (i) contamination of the Property by hazardous materials; (ii) apparent violation of environmental requirements upon or associated with activities upon the Property; (iii) potential incurrence of environmental damages by the prior or current owner(s) or operator(s) of the Property; or (iv) such other survey, soil, subsoil, geological and engineering investigations as Developer may desire or as may be required by an Governmental Authority which must approve any aspect of the development of the Project. Developer shall provide a copy of any such report(s) to City.
- (b) Developer may terminate this Agreement on or before the Closing Date, but without the right to receive a refund of the Earnest Money, in the event such report indicates the presence of any objectionable material as contemplated in paragraph (a).
- (c) Such investigation and testing may include, without limitation, (i) site inspection; (ii) drilling, core sampling, taking of samples for analysis, installing, monitoring and testing devices; (iii) interviews of present occupants of the Property; (iv) a review of public records concerning the Property and other properties in the vicinity of the Property; and (v) a review of aerial photographs of the Property and other evidence of historic land uses.
- (d) The investigation and testing any be performed at any time or times, except that entry upon the Property shall be on reasonable notice, and under reasonable conditions. The Consultants are hereby authorized to enter upon the Property for such purposes and to perform such testing, including drilling, core sampling, and the taking of such other samples as may be necessary to conduct the investigation and testing as required in the opinion of the Consultants. The Consultants may install, and monitor such testing and sampling devices as in their opinion are reasonable and necessary. City shall have the right to be present during all testing and sampling and survey work.
- (e) Developer shall pay all costs and expenses of such investigation and testing. Developer shall indemnify and hold City harmless from and against all costs and liabilities relating to Developer's activities. Developer shall not bear any liability for existing environmental conditions or contamination. Developer shall further repair and restore any damage to the Property caused by or occurring during Developer's investigation and testing and return the Property to substantially the same condition as existed prior to such entry. Developer and Consultants shall provide evidence of insurance satisfactory to City prior to having access to the site.

ARTICLE 10
CLOSING OBLIGATIONS; APPORTIONMENTS

SECTION 10.01 City's Closing Obligations. At the Closing, the City shall deliver the following to the Developer:

- (a) A quitclaim deed, including the covenant required by Section 13 of the Lien Law, properly executed and in proper form for recording so as to convey the title required by this Agreement (including without limitation the right of reverter set forth in Section 11.04).
- (b) A bill of sale conveying, transferring and selling to Developer all right, title and interest of the City in and to any Equipment on the Property, if any.
- (c) A non-foreign affidavit, properly executed and in recordable form, containing such information as shall be required by Section 1445 of the Internal Revenue Code of 1986, as amended and the regulations issued therefor.
- (d) Such affidavits as Developer's title company shall reasonably require in order to omit from its title insurance policy all exceptions for judgments, bankruptcies or other returns against persons or entities whose names are the same as or similar to the City's name.
- (e) A designation agreement designating the "reporting person" for purposes of completing IRS Form 1099-S
- (f) Subject to Permitted Exceptions, possession of the property in the condition required by this Agreement.
- (g) Possession of the Property in the condition required by this Agreement, subject to the Permitted Exceptions.

SECTION 10.02 Developer's Closing Obligations. At the Closing, Developer shall do the following:

- (a) Developer shall deliver to City the portion of Purchase Price payable at Closing.
- (b) Developer shall cause the deed to be recorded, duly complete all required real property transfer tax returns and cause all such returned and check in payment of such taxes to be delivered to the appropriate officers promptly after Closing.
- (c) Developer shall deliver a designation agreement designated the "reporting person" for purposes of completing IRS Form 1099-S.

SECTION 10.03 Apportionments. All real estate taxes, school taxes, and utilities with respect to the Property will be apportioned as of the date of Closing Date. Water and sewer charges and sanitation fees will be paid by the City to the Closing Date.

ARTICLE 11 DEFAULTS AND REMEDIES

SECTION 11.01 Remedies on Default.

- (a) Termination of Agreement by Seller. Upon the occurrence of any default under this Agreement by Developer, Seller may, at its option, or any time thereafter, give written notice to Developer specifying the default and stating that this Agreement shall terminate on the date specified in such notice, which shall be not less than fifteen (15) days after the date of such notice. Upon the date specified in the notice, this Agreement and all rights of Developer under this Agreement shall terminate. The termination of this Agreement does

not relieve Developer of its liability and obligations under Section 9.05(e) and Section 6.03 of this Agreement, which shall survive. Upon such termination Seller will retain the Earnest Money as liquidated damages. The termination of this Agreement and the retention of the Earnest Money will be the sole remedy available to Seller for such default by Developer will not be liable for additional damages or for specific performance.

- (b) Termination by Developer. Upon the occurrence of any default by Seller, Developer may, at its option, at any time thereafter, give written notice to Seller specifying the default and stating that this Agreement shall terminate on the date specified in such notice, which shall not be less than fifteen (15) days after the date of such notice. Upon the date specified in the notice, this Agreement shall terminate. The termination of this Agreement shall not relieve the Developer of its liability and obligations under Section 9.05(e) and Section 6.03 of this Agreement, which shall survive. If Seller defaults under this Agreement, this provision does not preclude Developer from seeking specific performance of this Agreement but Developer shall have no right to seek monetary damages from Seller for Seller's defaults hereunder.

SECTION 11.02 Force Majeure. If Seller or Developer shall be delayed, hindered in or prevented from the performance of any act required under this Agreement by Force Majeure, then performance of that act shall be excused for the period of the delay (but not exceeding ninety (90) days) and the period for the performance of the act shall be extended for a period equivalent to the excusable period of the delay (but not to exceed ninety (90) days), provided the party delayed shall give the other party notice and full particulars of the Force Majeure within a reasonable time after the event occurs. The parties may agree to further time extensions pursuant to this section upon mutual written consent.

SECTION 11.03 Cumulative Rights and Remedies. Each right and remedy under this Agreement shall be cumulative and shall be in addition to every other right or remedy provided for in this Agreement or not or hereafter existing at law or in equity or by statute or otherwise, and the exercise by Seller of any one or more of those rights or remedies shall not preclude simultaneous or later exercise by Seller or any or all other rights or remedies Seller may have.

SECTION 11.04 City's Right of Reverter. The Property shall be developed and used solely for the Project in conformity with the laws, ordinances, codes, rules and regulations of the City of Newburgh and State of New York. The deed, an example of which is described in Schedule "D" attached hereto, will contain provisions stating that, among other things, the Developer is required to rehabilitate any building on the Property for the Project and bring it into compliance with all State, County and Local standards for occupancy within twenty-four (24) months of the date of the deed. Within such twenty-four (24) month time period the Developer must obtain a Certificate of Occupancy for all buildings on the property for the use stated in the definition of the Project in this Agreement. The deed shall require the Developer to schedule an inspection by City officials at or before the end of the twenty-four (24) month period for compliance with the terms of this Agreement. If the Developer has not complied with the deed provisions regarding rehabilitation of the property and obtained a Certificate of Occupancy or Certificate of Compliance by that time,

then the title to the property shall revert to the City of Newburgh. The deed shall also provide that the Property shall not be conveyed to any other person or entity before a Certificate of Occupancy or Certificate of Compliance is issued for such purposes.

ARTICLE 12 MISCELLANEOUS PROVISIONS

SECTION 12.01 Assignment and Subletting. The Developer and Seller agree that the Developer has been selected by the Seller based on unique and specific qualifications relating to the development of the Project. Prior to the Closing Date, the Developer shall not sell, assign, mortgage or transfer any interest in the Property or this Agreement without the prior written consent of the Seller, which shall be at the discretion of the Seller. Notwithstanding, any such assignment, Developer shall remain responsible for the covenants set forth in Article 6. Developer shall be the managing partner or controlling shareholder of any transferee. Any transferee shall have the qualifications and financial responsibility necessary in the determination of the Seller to assure compliance with the obligations of the Developer herein. Any transferee, by instrument in writing satisfactory to the Seller and in recordable form, shall, for itself and its successors and assigns, have assumed all of the obligations of the Developer under this Agreement and agreed to be subject to all conditions and restrictions herein.

SECTION 12.02 Entire Agreement; Amendment. This Agreement embodies and constitutes the entire understanding between the parties with respect to the transaction contemplated herein, and all prior agreements, understandings, representations and statements, oral or written, are merged into this Agreement. Neither this Agreement nor any provision hereof may be waived, modified, amended, discharged or termination except by an instrument signed by the party against whom the enforcement of such waiver, modification, amendment, discharge or termination is sought, and then only to the extent set forth in such instrument. In the event that any provision of this Agreement is held to be unenforceable under applicable law, this Agreement will continue in full force and effect without such provision and will be enforceable in accordance with its terms.

SECTION 12.03 No Waiver. No waiver by either party hereto of any failure or refusal by the other party hereto to comply with its obligations hereunder shall be deemed a waiver of any other or subsequent failure or refusal by such party to so comply.

SECTION 12.04 Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of New York, without giving effect to any conflict of laws principles that may apply. The State courts located in New York State, County of Orange, shall have exclusive jurisdiction to adjudicate any disputes arising out of or relating to, this Agreement. Each party hereto consents to the jurisdiction of such court and waives any right it may otherwise have to challenge the appropriateness of the forum for any reason. Arbitration shall not be used to resolve any claims, controversies, or disputes between the parties.

SECTION 12.05 Recording. Either party shall have the right to record, at its own expense, a memorandum of this Agreement.

SECTION 12.06 Captions. The captions in this Agreement are inserted for convenience of reference only and in no way define, describe or limit the scope or intent of this Agreement or any of the provisions hereof.

SECTION 12.07 Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs or successors and permitted assigns.

SECTION 12.08 Severability. In the event that any of the provisions, or portions, or applications thereof, of this Agreement are held to be unenforceable or invalid by any court of competent jurisdiction, Seller and Developer shall negotiate an equitable adjustment in the provision of this Agreement with a view toward effecting the purpose of this Agreement, and the validity and enforceability of the remaining provisions or portions, or applications thereof, shall not be affected thereby.

SECTION 12.09 Notices. All notices required or permitted under this Agreement shall be in writing and shall be delivered personally, sent by a nationally recognized reputable overnight delivery service, or sent by U.S. First Class certified mail, postage prepaid, return receipt requested, addressed to the following addresses. Notices shall be deemed effective on the earlier of the date of receipt or three business days after the date of mailing. Any party may change its address for the service of notice to the other parties as provided herein.

Developer as follows:

Dubois Street Associates LLC
420 Westbury Avenue
Carle Place, New York 11514

with a copy to:

Goldstein Hall, PLLC
attn.: Matthew Hall, Esq.
80 Broad Street, Suite 303
New York, New York 10004

Seller as follows:

City of Newburgh
attn: City Manager
City Hall, 83 Broadway
Newburgh, New York 12550
(845) 569-7301

With a copy to

Office of the Corporation Counsel
City Hall, 83 Broadway
Newburgh, New York 12550
(845) 569-7335

SECTION 12.10 No Broker. The parties warrant and represent to each other that no broker brought about, or participated in, this Agreement or transaction. Seller and Developer shall indemnify and hold one another harmless against all liabilities and expenses (including, without limitation, reasonable attorneys' fees) arising from any claims for brokerage on this transaction.

SECTION 12.11 Project Mortgage. Not applicable.

SECTION 12.12 No Partnership or Joint Venture. This Agreement does not create any obligation or relationship such as a partnership, joint venture or other similar legal relationship under the laws of any state or the federal government. Any correspondence or other references to "partners" or other similar terms will not be deemed to alter, amend or change the relationship between the parties hereto unless there is a formal written agreement specifically detailing the rights, liabilities and obligations of the parties as a to new, specifically defined legal relationship.

SECTION 12.13 Obligations of Governmental Agencies. Notwithstanding any statement or representation to the contrary contained herein or in any of the other implementing agreements, the obligations and agreements of the Seller contained herein and in the other implementing agreements and in any other instrument or document executed in connection therewith and any instrument or document supplemental thereto shall be deemed the obligations and agreements of the Seller, and not of any member, officer, agent or employee of the Seller in its individual capacity, and the members, officers, agents and employees of the Seller shall not be liable personally hereon or thereon or be subject to any personal liability or accountability based upon or in respect hereof or thereof or of any transaction contemplated hereby or thereby.

SECTION 12.14. All Terms Material. All of the terms contained in this Agreement are individually and collectively material to this transaction, with the City and Developer having relied on each and every term in entering into this Agreement. Any terms not contained in this Contract have been deliberately excluded and are not material to this transaction.

SECTION 12.15 Withdrawal of Offer. This Agreement shall be deemed withdrawn unless accepted by Seller and a fully executed counterpart of this Agreement returned to Developer on or before _____ (approximately 45 days from City Council approval).

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

Seller: City of Newburgh

Developer: Dubois Street Associates LLC

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

By: _____
John Waters, Managing Member

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.

Notary Public

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 JOHN WATERS, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in her capacity, and that by her signature on the instrument, the individual, or the person upon behalf of which the individual acted; executed the instrument.

Notary Public

SCHEDULE A
DESCRIPTION OF THE PROPERTY

ALL THOSE TRACTS OR PARCELS OF LAND, with buildings and improvements thereon erected, situate, lying and being in the City of Newburgh, County of Orange and State of New York, known as:

1. 123 Renwick Street, being more accurately described as Section 45, Block 12, Lot 13.1 on the Official Tax Map of the City of Newburgh.

DRAFT

SCHEDULE B
PERMITTED ENCUMBRANCES

1. Any and all easements for utilities, both public and private, sewers, water lines, streets, and rights-of-way are of record;
2. Such easements, covenants, reservations, encumbrances or restrictions as are of record;
3. All provisions of any zoning and subdivision laws and regulations, and landmark, historic or wetlands designation, and any and all other provisions of municipal ordinances, regulations or public laws;
4. Real estate taxes and assessments that are a lien but not yet due and payable;
5. Any state of facts a survey or personal inspection of the premises would disclose;
6. The rights of reverter described in Section 11.04 of this Agreement.

SCHEDULE C
PROJECT AND DEVELOPMENT DEADLINES

1. Within sixty (60) days of the execution of this Agreement, the Developer shall submit a Request for Informational application to the City of Newburgh for the Project that described the development proposal in accordance with this Agreement.
2. Closing Deadline: Fourteen (14) months from the date of this Agreement. By the Closing Deadline, Developer shall have applied for and received from the City of Newburgh all Approvals and Permits from the all Government Authorities with jurisdiction and power of approval over the Property required to construct the Project.
 - a. Developer may make a written request to the City Manager for an extension of the fourteen (14) month Closing Deadline period. Such request shall be accompanied by a non-refundable fee of \$250.00, payable to the "City of Newburgh." The City Manager may, in his sole discretion and for good cause shown, grant one extension of time to close up to, but not to exceed, three (3) months, as measured from the end of the original Closing Deadline.
3. Completion Deadline: Compliance with the City's Right of Reverter in accordance with Section 11.04 of this Agreement.

SCHEDULE D
SAMPLE DEED WITH RIGHT OF REVERTER RESTRICTIONS

THIS INDENTURE, made the _____ day of _____, in the year two thousand nineteen

BETWEEN:

THE CITY OF NEWBURGH, a municipal corporation organized under the laws of the State of New York and having its principal office at City Hall, 83 Broadway, Newburgh, New York 12550, party of the first part, and

DUBOIS STREET ASSOCIATES LLC, a domestic limited liability company having an address of 420 Westbury Avenue, Carle Place, New York 11514, party of the second part.

WITNESSETH, that the party of the first part, in consideration of one hundred twenty-seven thousand five hundred and 00/100 dollars (\$127,500.00) paid by the party of the second part, does hereby remise, release and quitclaim unto the party of the second part, the heirs or successors and assigns of the party of the second part forever,

ALL those certain plots, pieces or parcels of land, with the buildings and improvements thereon erected, situate, lying and being in the State of New York, County of Orange and City of Newburgh, known as: 123 Renwick Street, being more accurately described as Section 45, Block 12, Lot 13.1 on the Official Tax Map of the City of Newburgh.

SUBJECT TO all easements, covenants and restrictions of record, except as hereinafter stated.

SUBJECT TO all easements, covenants and restrictions of record and not of record existing in favor of The City of Newburgh prior to the vesting of title to the described premises in The City of Newburgh.

BEING the same premises as indicated in a deed from Carl E. DuBois, as Sheriff of Orange County, to the City of Newburgh, dated January 23, 2020, and recorded in the Orange County Clerk's Office on February 19, 2020, in Liber 14704 of Deeds at Page 1249.

TOGETHER with the appurtenances and all the estate and rights of the party of the first part in and to such premises; TO HAVE AND TO HOLD the premises herein granted unto the party of the second part forever.

The party of the second part expressly covenants and agrees that:

(1) within twenty-four (24) months after the date of this deed, the party of the second part shall construct structures on the parcels and bring such structures into complete compliance with all State, County and City building, housing, plumbing, electrical, fire prevention, life safety and health statutes, codes, rules and regulations and shall obtain, within such time period, a Certificate of Occupancy for any buildings and structures located on the property;

(2) at or prior to the end of twenty-four (24) months after the date of delivery of this deed, the party of the second part shall schedule with the Building Inspector of the City of Newburgh an

inspection of the property described in this deed to determine compliance with the covenant set forth in paragraph (1) above. If the property is found to be in compliance with such covenant, a Certificate of Occupancy shall be issued by the Building Inspector;

(3) prior to the issuance of a Certificate of Occupancy, as provided in the covenant set forth in paragraph (2) above, the party of the second part shall not sell, convey, assign or lease the property described in this deed or any part thereof, except to the party of the first part as provided in paragraph (4) below;

(4) at the end of twenty-four (24) months after the delivery of this deed, if it is determined that the covenants contained in paragraphs (1) and (2) above have not been complied with, the party of the second part shall, within ten (10) business days from the service of a notice pursuant to Section 612 of the Real Property Actions and Proceedings Law of the State of New York, re-convey good and marketable title to the property described in this deed to the party of the first part;

(5) if, at any time after delivery of this deed, it is determined that the covenant contained in paragraph (3) above has not been complied with, the party of the second part and his grantee, assign, or successor in interest shall, within ten (10) business days from the service of a notice pursuant to Section 612 of the Real Property Actions and Proceedings Law of the State of New York, re-convey good and marketable title to the property described in this deed to the party of the first part.

The covenants set forth in the preceding paragraphs shall constitute covenants running with the land and shall without regard to technical classification or designation, legal or otherwise, be to the fullest extent binding for the benefit of, in favor of and enforceable by the party of the first part, its successors and assigns against the party of the second part, his successors and assigns and every successor in interest to the property described in this deed or any part thereof or any interest therein, and any party in possession or occupancy of the property described in this deed or any part thereof.

In the event that subsequent to the conveyance of the property described in this deed the party of the second part shall default in or violate any of its obligations contained in the covenants set forth in this deed, the party of the first part shall have the right to re-enter and take possession of the property described in this deed and to terminate the estate conveyed by this deed to the party of the second part, it being the intent of this provision that the conveyance to the party of the second part shall be made upon a condition subsequent to the effect that in the event of any default, failure, violation or other action or inaction by the party of the second part contrary to the obligations specified in the covenants contained in this deed, the party of the first part, may at its option, declare a termination in favor of the party of the first part, of the title and of all rights and interests in and to the property conveyed by this deed to the party of the second part and any assigns or successors in interest to or in the property, shall revert to the party of the first part.

IN WITNESS WHEREOF, the parties have executed this deed the day and year first above written.

IN PRESENCE OF: THE CITY OF NEWBURGH

BY:

Todd Venning, City Manager
Pursuant to Resolution No.: _____-2022

DUBOIS STREET ASSOCIATES LLC

BY: _____
John Waters, Managing Member

RECORD & RETURN TO:

Goldstein Hall, PLLC
attn.: Matthew Hall, Esq.
80 Broad Street, Suite 303
New York, New York 10004

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.

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 JOHN WATERS, 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/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted; executed the instrument.

SCHEDULE E
ADDITIONAL DEVELOPER REPRESENTATIONS

1. Developer's is fully familiar with the City's zoning laws and requirements. Developer's plan does not contemplate requests for use variances or area variances, with the exception of area variances for off-street parking or area variances that may be required based on the existing building footprint.
2. Developer's plan shall include a community garden which shall comprise approximately 540 square feet of space on the Premises.
3. Developer's plan shall include a permanent, on-site property manager to address residential and commercial tenant concerns.
4. Developer's plan shall include one (1) commercial space on the first floor of the building that complies with existing zoning rules and comprises approximately 950 square feet of floor space.
5. Developer's plan shall include four (4) residential units, where all of said units shall be rented to prospective tenants at 80 percent of the FY2021 Average Median Income for Orange County. Developer shall develop and administer an application process that gives priority rental preference to prospective tenants who:
 - a) Currently reside within three (3) square miles of the project area.
 - b) Can demonstrate that he/she/they had one or more ancestor(s) in a direct line of descendency (i.e. parent, grandparent, great grandparent, etc.) who owned property that was later acquired by the Newburgh Urban Renewal Agency or was the subject of an "Urban Renewal Land Disposition Agreement."
6. Developer's final plan shall include a certification from Developer and Developer's Architect that its plan complies with both the New York State Energy Code and New York State Energy Research and Development Authority ("NYSERDA") New Construction-Housing certification minimum requirements.
7. Developer shall neither require, nor request, a Payment In Lieu of Taxes ("PILOT") agreement from the City of Newburgh or the City of Newburgh Industrial Development Agency in connection with its plan.
8. Developer shall comply with the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u ("Section 3"), as follows:
 - a) Developer agrees to comply with federal regulations in 24 CFR part 75, which implements Section 3. Developer certifies that it is under no contractual or other impediment that would prevent it from complying with the Part 75 regulations.
 - b) Developer agrees to notify potential contractors and subcontractors that are associated with Section 3 covered projects and activities about the requirements of Section 3, to include this Section 3 clause in every contract and subcontract subject to compliance with regulations in 24 CFR Part 75, and to ensure that any subcontractors also include this Section 3 clause in their subcontracts for work performed on the project.

- c) Developer will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 75.
- d) Developer agrees to maintain hiring and contracting practices to the greatest extent feasible so that 30 percent of the total labor hours expended on the project are by Section 3 Workers, of which 5 percent are by Targeted Section 3 Workers as defined in 24 CFR part 75. As part of these practices, Developer agrees to provide priority consideration to eligible residents and businesses in accordance with 24 CFR Part 75, and eligible residents who reside within one (1) square mile of the Project Premises. If Developer is not able to meet this benchmark goal, it must provide a narrative of efforts taken and supporting documentation explaining why it was unable to meet that goal, despite greatest extent feasible efforts taken.
- e) Developer shall offer opportunities to Section 3 Workers to attend social and networking events related to the Project, opportunities to attend project management meetings, and opportunities to meet and interact with Developer's senior management team throughout the course of the Project. Said efforts shall be documented in accordance with this paragraph (8).
- f) Developer agrees to comply with all monitoring, reporting, recordkeeping, and other procedures specified by the City. Developer is responsible for providing Section 3 performance metrics and supporting documentation for all its subrecipients, contractors, and subcontractors, as applicable. At a minimum, Developer shall complete and submit to City a "New York State Homes and Community Renewal Section 3 Sub Reporting Form & Greatest Extent Feasible Efforts Checklist" within the first six (6) months of the Project start and every six (6) months thereafter until Project completion. Developer shall also submit a final report at the completion of the Project.
- g) Noncompliance with HUD's regulations in 24 CFR Part 75 may result in sanctions, penalties, and/or termination of this contract for default.

RESOLUTION NO.: 146 - 2022

OF

JUNE 13, 2022

**A RESOLUTION AUTHORIZING THE CITY MANAGER
TO APPLY FOR AND ACCEPT IF AWARDED A GRANT FROM
THE UNITED STATES DEPARTMENT OF JUSTICE BUREAU OF JUSTICE ASSISTANCE
UNDER THE 2022 BULLETPROOF VEST PARTNERSHIP IN THE AMOUNT OF
\$10,800.00 WITH A FIFTY PERCENT MATCH TO BE PAID OUT OF POLICE FUNDS**

WHEREAS, the City of Newburgh Police Department has advised that grant funding is available from the United States Department of Justice Bureau of Justice Assistance under the Bulletproof Vest Partnership FY 2022 covering the period April 1, 2022 through August 31, 2024; and

WHEREAS, the Partnership was created by the Bulletproof Vest Partnership Grant Act of 1998; and

WHEREAS, this initiative is designed to provide a critical resource for state and local jurisdictions that saves lives; and

WHEREAS, funding is requested for 12 vests at a total cost of \$10,800.00 and a fifty (50%) percent match in the amount of \$5,400.00 is to be paid out of Police funds A.3120.0417; and

WHEREAS, this Council has determined that applying for and accepting such grant if awarded is in the best interests of the City of Newburgh and for the safety of City of Newburgh Police Officers;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and is hereby authorized to apply for and accept if awarded a grant from the Bureau of Justice Assistance under the 2022 Bulletproof Vest Partnership in the amount of \$10,800.00, with a fifty (50%) percent match to be paid out of Police funds; and to execute all such further contracts and documentation and take such further actions as may be appropriate and necessary to accept such grant and administer the programs funded thereby.

RESOLUTION NO.: 147 - 2022

OF

JUNE 13, 2022

A RESOLUTION AUTHORIZING THE CITY MANAGER
TO APPLY FOR AND ACCEPT IF AWARDED A GRANT FROM
THE NEW YORK STATE DEPARTMENT OF CRIMINAL JUSTICE SERVICES
UNDER THE GUN INVOLVED VIOLENCE ELIMINATION ("GIVE") PARTNERSHIP
TO ENHANCE LAW ENFORCEMENT IN THE CITY OF NEWBURGH
TO ACHIEVE SUSTAINED, LONG-TERM CRIME REDUCTION
IN THE AMOUNT OF \$364,284.00
WITH NO CITY MATCH FOR THE PERIOD JULY 1, 2022 TO JUNE 30, 2023

WHEREAS, the City of Newburgh wishes to apply for and accept a Grant Award in the amount of \$364,284.00 under the Division of Criminal Justice Services Gun Involved Violence Elimination ("GIVE") Partnership; and

WHEREAS, the GIVE Grant Program provides funding to the the City of Newburgh for the Group Violence Intervention and Hotspot Policing Strategies and will continue to support emerging hotspot patrols, long term hotspot foot patrols, investigations of shootings/homicides involving identified group members, the Youth and Police Initiative, the Crime Analyst position and a field intelligence officer position and partially fund an investigator position; and

WHEREAS, the Program funding shall be for New York State fiscal year beginning July 1, 2022 and ending June 30, 2023; and

WHEREAS, the Program will enhance enforcement and prosecution efforts against crime in the City of Newburgh and no City matching funds are required, except the City of Newburgh will be responsible for certain fringe benefit costs which are not covered by the grant; and

WHEREAS, this Council has determined that accepting such funding is in the best interests of the City of Newburgh and the safety of its residents and visitors alike;

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 apply for and accept if awarded a grant award from the New York State Department of Criminal Justice Services under the Gun Involved Violence Elimination ("GIVE") Partnership, in the amount of \$364,284.00 with no City match required for New York State Fiscal Year beginning July 1, 2022 and ending June 30, 2023, to be used to carry out the program; and to execute all such further contracts and documentation and take such further actions as may be appropriate and necessary to accept such grant and administer the programs funded thereby.

RESOLUTION NO.: 148 - 2022

OF

JUNE 13, 2022

A RESOLUTION AUTHORIZING THE CITY OF NEWBURGH POLICE DEPARTMENT
TO ENTER INTO A COLLABORATIVE AGREEMENT WITH
HUDSON VALLEY REGIONAL EMERGENCY MEDICAL SERVICES COUNCIL, INC.
FOR AUTOMATED EXTERNAL DEFIBRILLATOR (AED) USE AND OPERATION

WHEREAS, the City of Newburgh Police Department has acquired automated external defibrillators (AEDs) for use and operation in accordance with the New York State Public Health Law; and

WHEREAS, the New York State Public Health Law requires that all Public Access Defibrillation Entities engage an Emergency Health Care Provider; and

WHEREAS, the Hudson Valley Regional Emergency Medical Services Council, Inc. has provided a collaborative agreement to the City of Newburgh Police Department to provide an Emergency Health Care Provider; and

WHEREAS, said collaborative agreement is annexed hereto and made part hereof and it is deemed to be in the best interests of the City of Newburgh to enter into this agreement for such purposes;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager or the Police Commissioner, as the City Manager's designee, be and he are hereby authorized to enter into a Collaborative Agreement with the Hudson Valley Regional Emergency Medical Services Council, Inc. to provide an Emergency Health Care Provider to the City of Newburgh Police Department.



HUDSON VALLEY REGIONAL
EMERGENCY MEDICAL SERVICES COUNCIL, INC.
33 Airport Center Drive Suite 204
New Windsor, NY 12553
(845) 245-4292 Phone
(845) 245-4181 Fax
hvremSCO@hvremSCO.org
www.hvremSCO.org

COLLABORATIVE AGREEMENT

Public Access Defibrillation

As per New York State Department of Health requirements,

Agency Name: CITY OF NEWBIRAH POLICE DEPARTMENT and
(Hereafter referred to as the Public Access Defibrillation Entity)

Physician/Hospital: DR RASHAN GULATI
(Hereafter referred to as the Emergency Health Care Provider)

enter into this collaborative agreement in which;

1. The Public Access Defibrillation (PAD) Entity will possess and operate one or more automated external defibrillators (AED) in accordance with New York State Public Health Law Article 30, Section 3000-b and will develop written operating protocols to ensure AED use conforms with the standards established by the American Heart Association;
2. The PAD Entity will establish written policies and procedures which ensure the immediate calling of 911 and readily identifies the location of the AED units;
3. The PAD Entity will ensure that regular maintenance and checkout procedures for the AED unit(s) meet or exceed manufacturer recommendations;
4. The Pad Entity will ensure that the AED will only be utilized by personnel who have successfully completed a PAD training course that is approved by the New York State Department of Health;
5. The PAD Entity will participate in the Hudson Valley Regional EMS Council (HVREMSCO) Quality Improvement Program and will utilize the provided PAD incident report to document all uses of the AED. This incident report will be mailed to the HVREMSCO Office immediately following all uses of the AED. Additionally, copies of all written and digital records resulting from the utilization of the AED will be made available to the Emergency Health Care Provider (EHCP);
6. The PAD Entity agrees to provide written notice of the availability of AED service at the organization's location to the 911 and/or community equivalent ambulance dispatch entity;
7. The Emergency Health Care Provider acknowledges that they are knowledgeable and experienced in emergency cardiac care;
8. The Pad Entity will review this agreement on an annual basis and will file a new Collaborative Agreement with the Hudson Valley Regional EMS Council if the EHCP, or any of the contents of this agreement, changes.

Name of Authorized PAD Entity Representative

Title

Signature

Date

(If EHCP is a Hospital) Name of Authorized Representative

Title

Emergency Health Care Provider's Signature

Date



33 Airport Center Drive
Suite 204
New Windsor, NY 12553

Public Access Defibrillation QI Report

Name of PAD Provider Organization: _____

Date of Incident: _____

Time of Incident: _____:_____ am / pm

Patient's Age: _____

Patient's Sex: ☐ Male ☐ Female

CPR prior to Defibrillation: ☐ Attempted ☐ Not Attempted

Cardiac Arrest: ☐ Not Witnessed ☐ Witnessed by Bystander ☐ Witnessed by EMS

Estimated time (in minutes) from Arrest to CPR _____:_____ Shock ☐ Indicated ☐ Not Indicated

Estimated time (in minutes) from Arrest to 1st Shock _____:_____ Number of Shocks: _____

Additional Comments: _____

Patient Outcome at Incident Site:

- | | |
|--|--|
| ☐ Return of pulse and breathing | ☐ No return of pulse or breathing |
| ☐ Return of pulse and no breathing | ☐ Became responsive |
| ☐ Return of pulse, then loss of pulse | ☐ Remained unresponsive |

Name of AED Operator: _____ Transporting Ambulance: _____

Name of Facility Patient Transported to: _____

Name of Emergency Health Care Provider: _____

Signature of Health Care Provider

Date of Report

This report is to be completed by the Organization's Emergency Health Care Provider (Physician or Hospital-Designated Physician) or AED user within five (5) business days of use of an AED.

e-Mail completed reports to:

qaqi@hvremSCO.org

Questions regarding this form should be directed to qaqi@hvremSCO.org Ph. (845) 245-4292

The information obtained from this report will be maintained at confidential Quality Assurance information pursuant to Article 30, Section 3004-A, and 3006 of the Public Health Law of the State of New York.

The Hudson Valley Regional Emergency Medical Services Council, Inc.
Dutchess • Orange • Putnam 1536 Rockland • Sullivan • Ulster



CITY OF NEWBURGH, NEW YORK

POLICE DEPARTMENT

55 Broadway
NEWBURGH, NEW YORK 12550



TRAINING BULLETIN

Phillips HeartStart Automated External Defibrillators (AEDs)

May 31, 2022

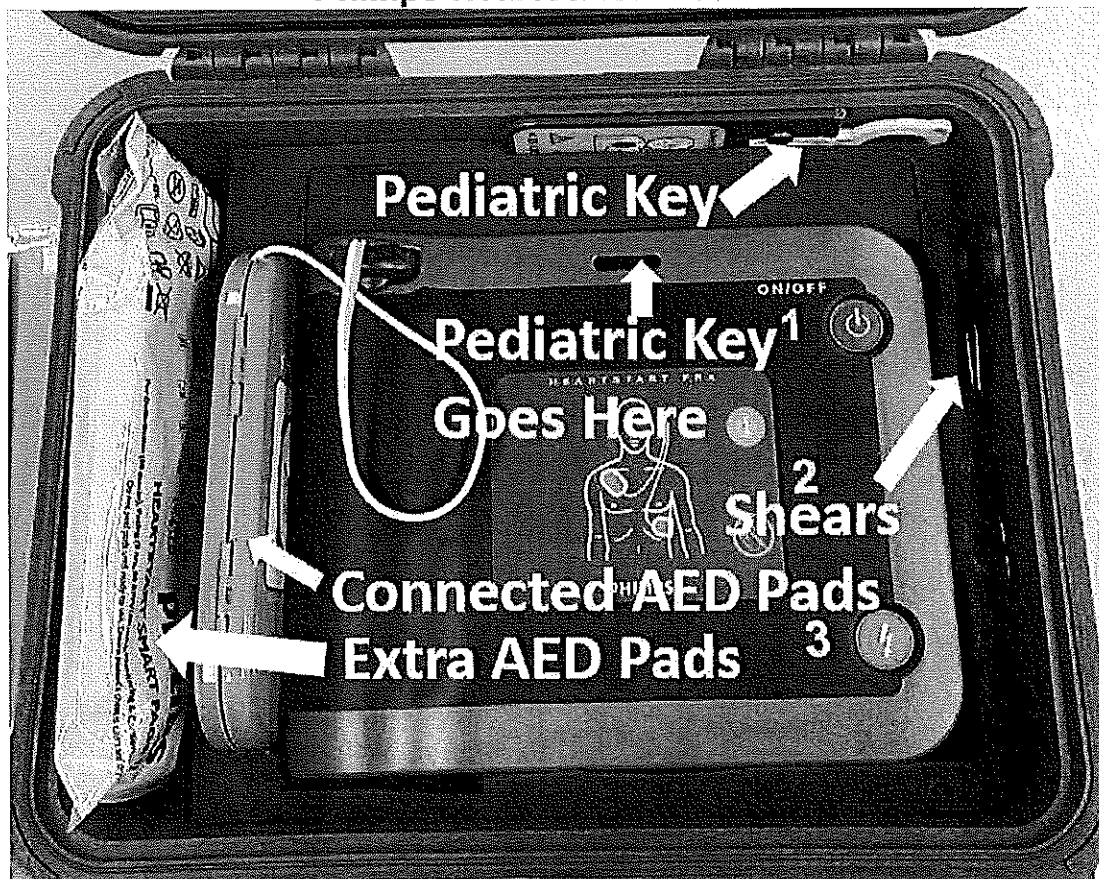
Training Bulletin # 05-22

This training bulletin should serve as a reminder of the CPR class that officers attended in February 2022. The Department has purchased five Phillips HeartStart FRx Automated External Defibrillators for deployment. There will be one AED stationed on each floor of Police Headquarters, one AED permanently assigned to the patrol supervisor's vehicle, and two AEDs available for patrol to sign out during their shift.

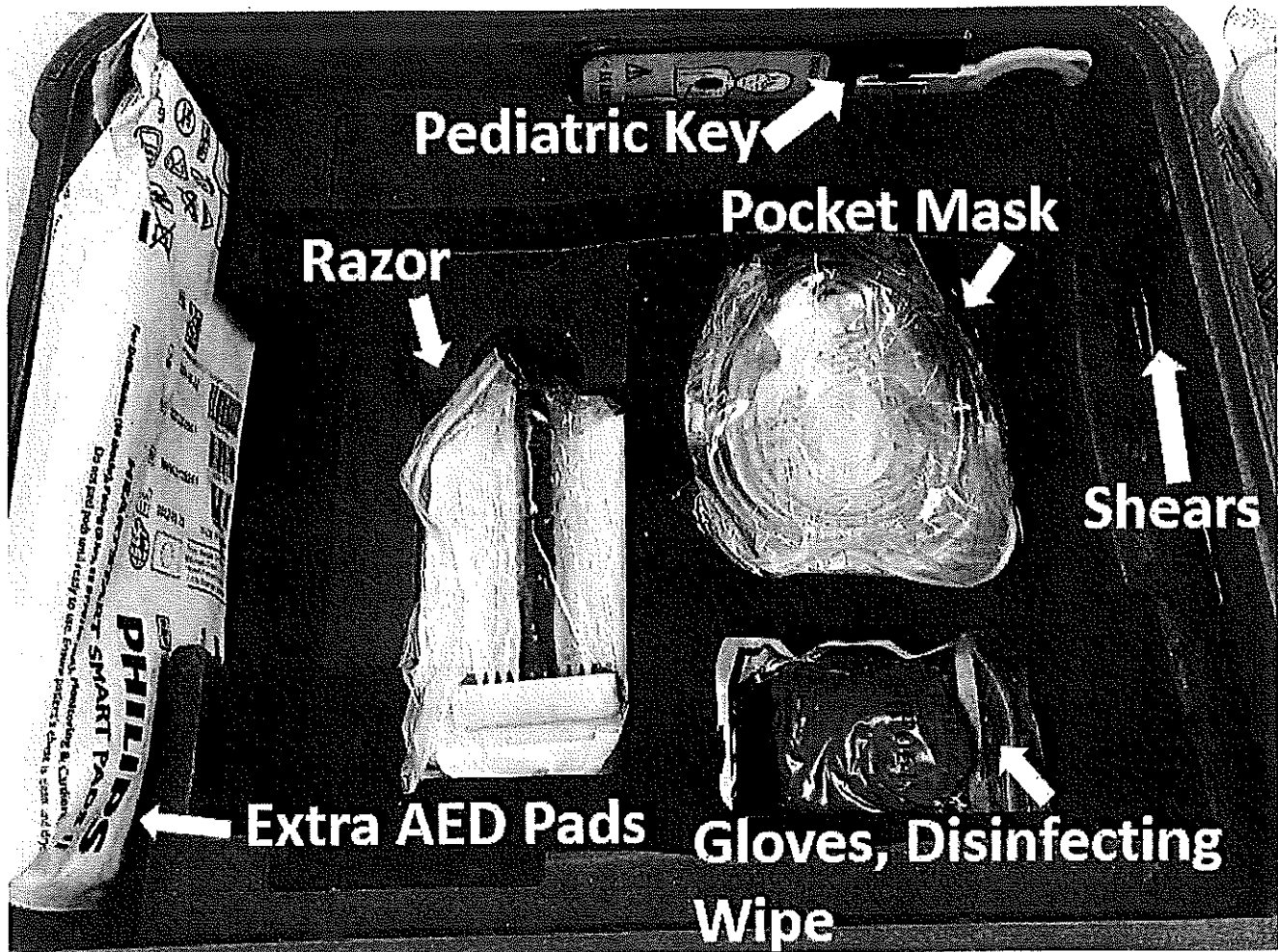
Officers **must** adhere to the guidelines taught in the aforementioned CPR class regarding basic life support protocol, as designated by the American Safety and Health Institute.

IF YOU HAVE A PEDIATRIC PATIENT, YOU MUST INSERT THE PEDIATRIC KEY INTO THE AED BEFORE UTILIZING IT.

Phillips HeartStart FRx AED:



Under AED:



The AED and pediatric key are reusable. None of the other items in the AED case are reusable. When the AED is signed out, the AED case should be checked to ensure that all listed equipment is present.

Email Sgt. Brooks every time an AED is used, and include what equipment was utilized so that it can be replaced. Additionally, the Public Access Defibrillation QI Report (saved as "AED QI Report") must be completed every time an AED is used and submitted to Sgt. Brooks via email. This form is available via PowerDMS or Agency Docs, and must be completed fully.

If there are any issues with the AEDs, contact Sgt. Brooks immediately.

You do not need to submit the form as to the Hudson Valley Regional Emergency Medical Services Council as directed – submit it to Sgt. Brooks directly.

Notice of Intent to Provide
Public Access Defibrillation

Original Notification ☒ Update ☐

Entity Providing PAD

CITY OF NEWBURGH Police Name of Organization	Agency Code	(845) Telephone Number
SERGEANT JESSICA BROOKS Name of Primary Contact Person	JBrooks@cityofnewburgh-ny.gov E-Mail Address	
Address 55 BROADWAY		(845) Fax Number
City NEWBURGH State NY Zip 12550		

Type of Entity (please check the appropriate boxes)

☐ Ambulance	☐ Restaurant	☐ Private School
☐ Business	☐ Fire Department/District	☐ College/University
☐ Construction Company	☒ Police Department	☐ Physician's Office
☐ Health Club/Gym	☐ Local Municipal Government	☐ Dental Office or Clinic
☐ Recreational Facility	☐ County Government	☐ Adult Care Facility
☐ Industrial Setting	☐ State Government	☐ Mental Health Office or Clinic
☐ Retail Setting	☐ Public Utilities	☐ Other Medical Facility (specify)
☐ Transportation Hub	☐ Public School K-12	☐ Other (specify)

PAD Training Program CPR AED training program must meet or exceed current ECC Standards.

ASHI CPR & AED

Automated External Defibrillator

Manufacturer of AED Unit PHILLIPS	Is the AED Pediatric Capable? ☒ Yes ☐ No	Number of Trained PAD Providers 52	Number of AEDs 5
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Emergency Health Care Provider

RABAN GULATI Name of Emergency Health Care Provider (Hospital or Physician)	133483 Physician NYS License Number	(845) 342-4224 Telephone Number
Address 111 MAITHESE DR		(845) 343-6116 Fax Number
City M. DOLETON State NY Zip 10940		

Name of Ambulance Service and 911 Dispatch Center

MOBILE LIFE SUPPORT SERVICES Name of Ambulance Service and Contact Person ANDREW SKRABANSKI	(845) 561-5698 Telephone Number
ORANGE COUNTY EMER. SUCC. CTR Name of 911 Dispatch Center and Contact Person CRAIG CHERY	County ORANGE

Authorization Names and Signatures

TODD VENNING CEO or Designee (Please print)	Signature	Date
RABAN GULATI Physician or Hospital Representative (Please print)	Signature	Date

Section 3000. Declaration of policy and statement of purpose.

The furnishing of medical assistance in an emergency is a matter of vital concern affecting the public health, safety and welfare. Prehospital emergency medical care, the provision of prompt and effective communication among ambulances and hospitals and safe and effective care transportation of the sick and injured are essential public health services.

It is the purpose of this article to promote the public health, safety and welfare by providing for certification of all advanced life support first response services and ambulance services; the creation of regional emergency medical services councils; and a New York state emergency medical services council to develop minimum training standards for certified first responders, emergency medical technicians and advanced emergency medical technicians and minimum equipment and communication standards for advanced life support first response services and ambulance services.

Section 3000-a. Emergency medical treatment.

- 1. Except as provided in subdivision six of section six thousand six hundred eleven, subdivision two of section six thousand five hundred twenty-seven, subdivision one of section six thousand nine hundred nine and sections six thousand five hundred forty-seven and six thousand seven hundred thirty-seven of the education law, any person who voluntarily and without expectation of monetary compensation renders first aid or emergency treatment at the scene of an accident or other emergency outside a hospital, doctor's office or any other place having proper and necessary medical equipment, to a person who is unconscious, ill, or injured, shall not be liable for damages for injuries alleged to have been sustained by such person or for damages for the death of such person alleged to have occurred by reason of an act or omission in the rendering of such emergency treatment unless it is established that such injuries were or such death was caused by gross negligence on the part of such person. Nothing in this section shall be deemed or construed to relieve a licensed physician, dentist, nurse, physical therapist or registered physician's assistant from liability for damages for injuries or death caused by an act or omission on the part of such person while rendering professional services in the normal and ordinary course of his or her practice.
- 2.
 - i. Any person who, or entity, partnership, corporation, firm or society that, purchases, operates, facilitates implementation or makes available resuscitation equipment that facilitate first aid, an automated external defibrillator or an epinephrine auto-injector device as required by law or local law, or
 - ii. the emergency health care provider with a collaborative agreement under section three thousand-b of this article with respect to an automated external defibrillator, or
 - iii. the emergency health care provider with a collaborative agreement under section three thousand-c of this article with respect to use of an epinephrine auto-injector device, shall not be liable for damages arising either from the use of

- o that equipment by a person who voluntarily and without expectation of monetary compensation renders first aid or emergency treatment at the scene of an accident or medical emergency, or from the use of defectively manufactured equipment; provided that this subdivision shall not limit the person's or entity's, partnership's, corporation's, firm's, society's or the emergency health care provider's liability for his, her or its own negligence, gross negligence or intentional misconduct.

Section 3000-b. Automated defibrillators: Public access providers.

- 1. Definitions. As used in this section, unless the context clearly requires otherwise, the following terms shall have the following meanings:
 - o A) "Automated external defibrillator" means a medical device, approved by the United States Food and Drug Administration, that:
 - (I) is capable of recognizing the presence or absence, in a patient, of ventricular fibrillation and rapid ventricular tachycardia;
 - (II) is capable of determining, without intervention by an operator, whether defibrillation should be performed on the patient;
 - (III) upon determining that defibrillation should be performed, automatically charges and requests delivery of an electrical impulse to the patient's heart; and
 - (IV) then, upon action by an operator, delivers an appropriate electrical impulse to the patient's heart to perform defibrillation.
 - o B) "Emergency Health Care Provider" means:
 - (I) a physician with knowledge and experience in the delivery of emergency cardiac care; or
 - (II) a hospital licensed under article twenty-eight of this chapter that provides emergency cardiac care.
 - o C) "Public access defibrillation provider" means a person, firm, organization or other entity possessing or operating an automated external defibrillator pursuant to a collaborative agreement under this section.
 - o D) "Nationally-recognized organization" means a national organization approved by the department for the purpose of training people in use of an automated external defibrillator.
- 2. Collaborative agreement. A person, firm, organization or other entity may purchase, acquire, possess and operate an automated external defibrillator pursuant to a collaborative agreement with an emergency health care provider. The collaborative agreement shall include a written agreement that incorporates written practice protocols, and policies and procedures that shall assure compliance with this section. The public access defibrillation provider shall file a copy of the collaborative agreement with the department and with the appropriate regional council prior to operating the automated external defibrillator.

RESOLUTION NO.: 149-2022

OF

JUNE 13, 2022

A RESOLUTION AMENDING THE 2022 PERSONNEL ANALYSIS BOOK
TO ADD ONE ACCOUNT CLERK POSITION ON A TEMPORARY BASIS
IN THE CODE COMPLIANCE BUREAU

WHEREAS, the Code Compliance Supervisor has notified the City Manager that due to a long term leave of absence, the Code Compliance Bureau will need an additional individual to perform the duties of "Account Clerk"; and

WHEREAS, the creation of the additional Account Clerk position will be on a temporary basis; and

WHEREAS, the City Council has determined that adding one Account Clerk position in the Code Compliance Bureau will promote economy and efficiency within the Bureau; the same being in the best interests of the City of Newburgh;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the Personnel Analysis Book for the fiscal year 2022 be amended, and that there be and hereby is created one (1) additional position on a temporary basis in the position of "Account Clerk" in the Code Compliance Bureau.

RESOLUTION NO.: 150 - 2022

OF

JUNE 13, 2022

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEWBURGH
RE-NAMING THE GIDNEY AVENUE PARK AS THE CLYDE 'BUBBY' SIMS PARK**

WHEREAS, Mr. Clyde H. Sims (aka Bubby Sims) gave untiringly to the youth and others in need in the City of Newburgh for over 40 years as a volunteer basketball coach of many teams throughout his tenure in Newburgh, including but not limited to, Pop's High Five, CWA (Community Worker's Association), House of Fashion, and Glenn Hines and also coached a women's softball team and was a Cub Scout Leader; and

WHEREAS, Bubby Sims consistently motivated and encouraged the youth of this community to strive to be their best by volunteering numerous hours to ensure that this community's boys and young men stayed actively engaged with sports and learning, and by sponsoring and organizing many basketball tournaments to help the young men of Newburgh stay focused and away from the street life; and

WHEREAS, his love and concern for community also extended to hair salons and other businesses that visited weekly, often joking with customers, providing Christian tapes for their listening pleasure, and practicing Ujamaa (cooperative economics) by patronizing the local stores of all ethnicities and encouraging others to do the same with the mantra "you spend your money where you lay your head"; and

WHEREAS, he worked for the Division for Youth in Highland, NY where he helped many young men in the City of Newburgh gain employment fulfilling his desire to see young men employed, successful, and have the ability to provide for their families; and

WHEREAS, Clyde Sims passed away on April 25, 2001 and the late Reverend Sylvester McClearn, the eulogist, said "The community has lost its giant and it needs men of action who will care and share themselves while being committed to helping others reach their potential and goals" and noted that his selfless work that Bubby Sims gave to the community was incomparable; and

WHEREAS, it is fitting and appropriate that Clyde H. Sims (aka Bubby Sims) achievements and community work be permanently memorialized by the City of Newburgh;

NOW, THEREFORE, BE IT RESOLVED, in recognition of Clyde H. Sims (aka Bubby Sims) dedicated service to the Newburgh community, that the Gidney Avenue Park be renamed and dedicated in his honor, as the Clyde 'Bubby' Sims Park, and that an unveiling of signage indicating this dedication be held, with appropriate ceremony, at a date to be coordinated with his family; and that a copy of this resolution be forwarded to them, with greatest respect, from the entire Newburgh City Council, and

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

150-22
January 24, 2022

Dear Mr. Todd Vinning, Mayor Torrance Harvey and Council Members:

We, the Newburgh Reunion Committee and the family of Mr. Clyde H. Sims (aka Bubby Sims), are submitting this request to rename the Gidney Avenue Park to honor Mr. Clyde H. Sims for all the humanitarian work he accomplished assisting the youth in the City of Newburgh.

Mr. Sims gave untiringly to the youth and others in need in the City of Newburgh for over 40 years. He was a volunteer basketball coach who coached many teams throughout his tenure here in Newburgh. An abbreviated list of the teams that were supervised by him include but are not limited to: Pop's High Five, CWA (Community Worker's Association), House of Fashion, and Glenn Hines. Mr. Sims also coached a women's softball team and was a Cub Scout Leader.

He consistently motivated and encouraged the youth of this community to strive to be their best. As he volunteered uncountable hours and gave freely of his own substance to ensure that this community's boys and young men stayed actively engaged with sports and learning, he was very much respected. He believed a bored child was one who would seek mischief. So, in an effort to help the young men of Newburgh stay focused and away from the street life, he sponsored and organized many basketball tournaments.

His love and concern were not limited to the youth of his community, but he also visited hair salons and other businesses weekly. While visiting the salons he joked with the women and provided Christian tapes for their listening pleasure. He firmly believed and practiced the principle of Ujamaa (cooperative economics). He patronized the local stores in our community of all ethnicities and encouraged others to do the same. His mantra was "you spend your money where you lay your head."

Bubby Sims worked for the Division for Youth in Highland, NY where his influence helped many young men in the City of Newburgh gain employment. His desire was to see young men employed, successful, and have the ability to provide for their families.

Clyde Sims passed away on April 25, 2001 and his service was well attended with over 300 guests who were present to show their last respects. The late Reverend Sylvester McClearn, the eulogist, said, "The community has lost its giant and it needs men of action who will care and share themselves while being committed to helping others reach their potential and goals." He further stated that the selfless work that Bubby Sims gave to the community was incomparable.

Over the years, the Newburgh Reunion has acknowledged and honored many from our community for their support including Mr. Sims. We believe that one way to truly honor and memorialize his memory would be to rename the Gidney Avenue Park to The Clyde 'Bubby' Sims Park. We appreciate your consideration in this matter and await a response.

Sincerely,

Mr. Harold Shirley

Newburgh Reunion Committee

Mrs. Yoondro Sims

The Family of Clyde H. Sims Sr.

RESOLUTION NO.: 151 - 2022

OF

JUNE 13, 2022

**A RESOLUTION TO SPONSOR THE 2022 MARCS FRIENDS SUPPORT GROUPS
PRESENTS 2 LAPS AROUND THE PARK AGAINST GUN VIOLENCE AND BULLYING:
A COMMUNITY VIOLENCE INTERVENTION INITIATIVE**

WHEREAS, Marcs Friends Support Groups presents 2 laps around the park against Gun violence and bullying: A community violence intervention initiative will be held on July 10, 2022 in Downing Park; and

WHEREAS, the 2022 Marcs Friends Support Groups presents 2 laps around the park against Gun violence and bullying: A community violence intervention initiative is an event designed to counter and deter gun violence and bullying in the City of Newburgh; and

WHEREAS, this City Council finds that supporting the 2022 Marcs Friends Support Groups presents 2 laps around the park against Gun violence and bullying: A community violence intervention initiative as a City-sponsored event is in the best interests of the residents of the City of Newburgh;

NOW, THEREFORE, BE IT RESOLVED, that the Council of the City of Newburgh, New York hereby supports and sponsors the 2022 Marcs Friends Support Groups presents 2 laps around the park against Gun violence and bullying: A community violence intervention initiative as a City-sponsored event.

RESOLUTION NO.: 152 - 2022

OF

JUNE 13, 2022

RESOLUTION SCHEDULING A PUBLIC HEARING FOR JULY 11, 2022
TO HEAR PUBLIC COMMENT CONCERNING A LOCAL LAW ADDING
SECTION 20-1.2 ENTITLED "VIDEOCONFERENCING"
TO CHAPTER 20 OF THE CODE OF ORDINANCES OF THE CITY OF NEWBURGH

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that there is hereby scheduled a public hearing to receive comments concerning "A Local Law adding Section 20-1.2 entitled 'Videoconferencing' to Chapter 20 of the Code of Ordinances of the City of Newburgh"; and that such public hearing be and hereby is duly set to be held at 7:00 p.m. on the 11th day of July, 2022 in the Council Chambers, 83 Broadway, City Hall, 3rd Floor, Newburgh, New York; and

BE IT FURTHER RESOLVED, in the event that due to public health and safety concerns related to COVID-19, the state of emergency as set forth in Governor Hochul's Executive Order 11.1, as amended, is extended, and consistent with Chapter 1 of the Laws of 2022, the July 11, 2022 City Council meeting will be accessible via videoconferencing, and a transcript will be provided at a later date. The public will have an opportunity to see and hear the meeting live and provide comments on the proposed local law as follows:

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

To access the City Council Work Session and Meeting remotely: join from a PC, Mac, iPad, iPhone, or Android device through the Zoom App:
https://us06web.zoom.us/webinar/register/WN_YxHoVX6PRZqSZajIxM4Ydw. Please note that there is an underscore between the "N" and "Y").

To register in advance for this webinar in order to provide comments during the hearing:
https://us06web.zoom.us/webinar/register/WN_YxHoVX6PRZqSZajIxM4Ydw. Please fill out the required information (First Name, Last Name, E-mail Address). After registering, you will receive a confirmation email containing information about joining the webinar.

Comments can be provided by email before the meeting to comments@cityofnewburgh-nv.gov with the Subject Line in this format: "PUBLIC HEARING ITEM" by 4:00 p.m. on Monday, July 11, 2022. Please check the meeting Agenda posted on the website for further instructions to access the virtual meeting and for updated information.

152-22

LOCAL LAW NO.: _____ - 2022

OF

_____, 2022

**A LOCAL LAW ADDING SECTION 20-1.2 ENTITLED "VIDEOCONFERENCING"
TO CHAPTER 20 OF THE CODE OF ORDINANCES OF THE CITY OF NEWBURGH**

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

SECTION 1 - TITLE

This Local Law shall be referred to as "A Local Law adding Section 20-1.2 entitled 'Videoconferencing' to Chapter 20 of the Code of Ordinances of the City of Newburgh".

SECTION 2 - PURPOSE AND INTENT

It is the intent of this Local Law to provide members of the City Council and the public bodies of the City of Newburgh the ability to participate in meetings via videoconference in a manner consistent with the authority granted in Public Officers Law § 103-a.

SECTION 3 - AMENDMENT

The Code of Ordinances of the City of Newburgh is hereby amended to add new Section 20-1.2 entitled "Videoconferencing" to Chapter 20 of the Code of Ordinances of the City of Newburgh to read as follows:

§ 20-1. Meetings.

All meetings of the Council will be held in the Council Chambers at City Hall, 83 Broadway ~~the City of Newburgh Activity Center in the Recreation Park at the corner of Washington Street and Lake Street, Newburgh, New York, at 7:0030 p.m. or at such other time and place as the Council may direct. Any meeting so held may be adjourned to a different time and place within the City by vote of a majority of the Council.~~

§ 20-1.2 Videoconferencing.

- A. All public bodies of the City of Newburgh are authorized to use videoconferencing technology to conduct their meetings in accordance with the provisions of section 103-a of the Public Officers Law, subject to the following conditions:

Underlining denotes additions
~~Strikethrough~~ denote deletions

1. A minimum number of members of the public body sufficient to fulfill the public body's quorum requirement must be present in the same physical location where the public can attend;
2. All members of the public body shall be physically present at any meeting of the public body unless a member is unable to be physically present due to extraordinary circumstances. Extraordinary circumstances include, but are not limited to:
 - a. disability;
 - b. illness;
 - c. isolation or quarantine order;
 - d. the death of a relative where such term is defined to include a spouse, parent, step-parent, sibling, step-sibling, sibling's spouse, child, step-child, domestic partner, or individual for whom the member is the legal or designated guardian;
 - e. caregiving responsibilities for a relative;
 - f. responsibilities and/or obligations of the member's primary employment or business;
 - g. or any other significant or unexpected factor that may preclude physical attendance.
3. A member who wishes to participate in a meeting by videoconference must provide advance notice and justification for their absence to the extent possible to the appointed leadership of the public body. For purposes of the Council, such notice shall be provided to the Mayor, or in the Mayor's absence to the President Pro Tem, with a copy to the City Manager and City Clerk.
4. The leadership of a public body may require any member requesting to participate in a meeting by teleconference to provide documentation, to the extent possible, supporting such request and may publicly confirm that such documentation was received without publicly stating the contents of such documentation.
5. Except in the case of executive sessions, the public body shall ensure that members who are participating remotely can be heard, seen, and identified at all times when the meeting is being conducted.
6. The minutes of meetings involving videoconferencing shall state which members, if any, participated by videoconference, and shall be available to the public.
7. If videoconferencing is being used to conduct a meeting, the public notice for the meeting shall inform the public that videoconferencing will be used, where the public can view and/or participate in such meeting, where required documents and records will be posted or available, and identify the physical location for the meeting where the public can attend.
8. If videoconferencing is used to conduct a meeting, the public body shall provide the opportunity for members of the public to view such meeting via video, and to participate in proceedings via videoconference in real time where public comment or participation is authorized and shall ensure that videoconferencing authorizes the same public participation as in person participation.

Underlining denotes additions

~~Strikethrough~~ denote deletions

9. Any and all videoconferencing technology used for public meetings shall be made accessible to members of the body and the public with disabilities in accordance with the Americans with Disabilities Act of 1990, as amended.
 10. Nothing herein shall prohibit a City of Newburgh public body from holding meetings entirely by videoconference, with no in-person requirement, during a state of emergency declared by the Governor of New York pursuant to Executive Law § 28 or by the Orange County Executive or City Manager of the City of Newburgh pursuant to Executive Law § 24 if such public body determines that the circumstances necessitating the emergency declaration would affect or impair the ability of the public body to hold an in-person meeting.
- B. These written procedures governing member attendance by videoconference at meetings of public bodies, together with any supplemental, but not contrary, written procedures that public bodies may adopt on the subject of videoconferencing, shall be conspicuously posted on the City of Newburgh's website.

SECTION 4 - SEVERABILITY

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

SECTION 5 - CODIFICATION

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

SECTION 6 - VALIDITY

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

Underlining denotes additions
~~Strikethrough~~ denote deletions

SECTION 7 – EFFECTIVE DATE

This Local Law and shall be effective immediately after the filing in the Office of the New York State Secretary of State in accordance with the provisions of New York State Municipal Home Rule Law.

Underlining denotes additions
~~Strikethrough~~ denote deletions

The City of Newburgh Office of the Corporation Counsel

City Hall – 83 Broadway
Newburgh, New York 12550

Michelle Kelson
Corporation Counsel

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

Jeremy Kaufman
Assistant Corporation Counsel

MEMORANDUM

TO: Council Member Anthony Grice
Council Member Gisele Martinez
Council Member Ramona Monteverde
Council Member Omari Shakur
Council Member Robert Sklarz
Council Member Patricia Sofokles
Mayor Torrance Harvey
Todd Venning, City Manager

FROM: Michelle Kelson, Corporation Counsel

RE: Draft local law amending City Code Chapter 20
Authorizing Open Meetings Law Section 103-a entitled "Videoconferencing by public bodies."

DATE: June 1, 2022

As you may be aware, as part of its package of budget bills, the state legislature added a new section 103-a to the Open Meetings Law, entitled "Videoconferencing by public bodies." Under this new section, "A public body may, in its discretion, use videoconferencing to conduct its meetings..." once "the governing board of [the] city ... has adopted a local law... following a public hearing, authorizing the use of video conferencing for itself and its committees or subcommittees." POL Section 103-a (2)(a)(i).

Before the enactment of the NYS FY2022-2023 budget package, the NYS Open Meetings Law, codified as Public Officers Law Article 7, authorized remote participation in meetings by members of a public body only if "an opportunity for the public to attend, listen and observe at any site at which a member participates" is provided. Consequently, as an example, a sick member participating from home would need to open the home to all members of the public. The unprecedented circumstances of the COVID-19 pandemic demonstrated the impracticality of both in-person meetings and inviting strangers into one's home during a public health crisis. As we attempt to move beyond the COVID-19 pandemic, the NYS Legislature has modified the Open

Meetings Law/Public Officers Law to make videoconferencing more available to public bodies than it had been before the pandemic, without authorizing fully remote meetings permanently.

In order to conduct meetings by videoconference in accordance with POL Section 103-a, the City must adopt a local law authorizing the use of videoconferencing as provided in the new section of law. The proposed local law authorizes all public bodies of the City of Newburgh to conduct meetings by videoconference in accordance with NYS and local law, and provides written procedures for conducting therefor, which will be posted on the City's website.

After approval by local law of the City Council, members of all City of Newburgh public bodies subject to the open meetings law will be allowed to participate in meetings by videoconference, but only when 1) a quorum of members are present in the physical location of the meeting, and 2) the member(s) seeking to participate remotely satisfy one of the "extraordinary circumstances" that prevent physical presence, as provided for in Section 20-1.2(A)(2) of the proposed local law.

The proposed local law will satisfy legal authorization for videoconferencing. The technical requirements of videoconferencing under POL Section 103-a will have to be addressed in order to comply the requirements that all members of the public body both at the in-person location and those participating by videoconference can be seen and heard by all members of the public attending the meeting in person and remotely and the members of the public attending remotely can participate in the meeting to the same extent as those attending in person. Currently, the City Council Chambers is the only location where such technical requirements can be met but the City's Boards and Commissions subject to the Open Meetings Law convene meetings in other locations – primarily the Activity Center.

The draft is open to discussion by the Council. A resolution scheduling a public hearing for July 11, 2022 is proposed for the Council as the next action step in adopting this local law. Attached for your reference are the following:

1. Resolution scheduling a public hearing on July 11, 2022
2. Draft proposed local law adding City Code Section 20-1.2
3. City Code Section 20-1 (current)
4. POL Section 103-a, as adopted

Michelle Kelson

MICHELLE KELSON
Corporation Counsel

MK/bhs
Attachments

§ 20-1. Meetings. [Amended 4-28-1986 by Ord. No. 7-86; 6-13-1988 by L.L. No. 4-1988; 4-9-1990 by L.L. No. 12-1990]

All meetings of the Council will be held at the City of Newburgh Activity Center in the Recreation Park at the corner of Washington Street and Lake Street, Newburgh, New York, at 7:30 p.m. or at such other time and place as the Council may direct. Any meeting so held may be adjourned to a different time and place within the City by vote of a majority of the Council.

19 Section 1. Subdivision (c) of section 103 of the public officers
law,
20 as added by chapter 289 of the laws of 2000, is amended to read
as

21 follows:

22 (c) A public body [~~that uses videoconferencing to conduct its~~
meet-
23 ings] shall provide an opportunity for the public to attend, listen
and
24 observe [~~at any site~~] meetings in at least one physical location
at
25 which a member participates.

26 § 2. The public officers law is amended by adding a new section
103-a
27 to read as follows:

28 § 103-a. Videoconferencing by public bodies. 1. For the purposes
of
29 this section, "local public body" shall mean a public corporation
as
30 defined in section sixty-six of the general construction law, a
poli-
31 tical subdivision as defined in section one hundred of the
general
32 municipal law or a committee or subcommittee or other similar body
of
33 such entity, or any entity for which a quorum is required in order
to
34 conduct public business and which consists of two or more
members,
35 performing a governmental function for an entity limited in
the
36 execution of its official functions to a portion only of the state,
or a
37 political subdivision of the state, or for an agency or department
ther-
38 eof. For the purposes of this section, a public body shall be
as
39 defined in subdivision two of section one hundred two of this
article.

40 2. A public body may, in its discretion, use videoconferencing
to
41 conduct its meetings pursuant to the requirements of this
article
42 provided that a minimum number of members are present to fulfill
the
43 public body's quorum requirement in the same physical location
or
44 locations where the public can attend and the following criteria
are

45 met:

46 (a) the governing board of a county, city, town or village has
adopted
47 a local law, or a public body has adopted a resolution, or the
senate

48 and assembly have adopted a joint resolution, following a public
hear-
49 ing, authorizing the use of videoconferencing:
50 (i) for itself and its committees or subcommittees; or,
51 (ii) specifying that each committee or subcommittee may make its
own
52 determination;
53 (iii) provided however, each community board in a city with a
popu-
54 lation of one million or more shall make its own determination;
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1 (b) the public body has established written procedures
governing
2 member and public attendance consistent with this section, and
such
3 written procedures shall be conspicuously posted on the public
website
4 of the public body;
5 (c) members of the public body shall be physically present at any
such
6 meeting unless such member is unable to be physically present at
any
7 such meeting location due to extraordinary circumstances, as set
forth
8 in the resolution and written procedures adopted pursuant to
paragraphs
9 (a) and (b) of this subdivision, including disability, illness,
caregiv-
10 ing responsibilities, or any other significant or unexpected factor
or
11 event which precludes the member's physical attendance at such
meeting;
12 (d) except in the case of executive sessions conducted pursuant
to
13 section one hundred five of this article, the public body shall
ensure
14 that members of the public body can be heard, seen and identified,
while
15 the meeting is being conducted, including but not limited to
any
16 motions, proposals, resolutions, and any other matter formally
discussed
17 or voted upon;
18 (e) the minutes of the meetings involving videoconferencing
shall
19 include which, if any, members participated remotely and shall be
avail-
20 able to the public pursuant to section one hundred six of this
article;
21 (f) if videoconferencing is used to conduct a meeting, the
public
22 notice for the meeting shall inform the public that
videoconferencing
23 will be used, where the public can view and/or participate in such
meet-

24 ing, where required documents and records will be posted or
25 available,
26 and identify the physical location for the meeting where the public
27 can
28 attend;
29 (g) the public body shall provide that each meeting conducted
30 using
31 videoconferencing shall be recorded and such recordings posted or
32 linked
33 on the public website of the public body within five business
34 days
35 following the meeting, and shall remain so available for a minimum
36 of
37 five years thereafter. Such recordings shall be transcribed
38 upon
39 request;
40 (h) if videoconferencing is used to conduct a meeting, the public
41 body
42 shall provide the opportunity for members of the public to view
43 such
44 meeting via video, and to participate in proceedings via
45 videoconference
46 in real time where public comment or participation is authorized
47 and
48 shall ensure that videoconferencing authorizes the same public
49 partic-
50 ipation or testimony as in person participation or testimony; and
51 (i) a local public body electing to utilize videoconferencing
52 to
53 conduct its meetings must maintain an official website.
54 3. The in person participation requirements of paragraph (c) of
55 subdi-
56 vision two of this section shall not apply during a state disaster
57 emer-
58 gency declared by the governor pursuant to section twenty-eight of
59 the
60 executive law, or a local state of emergency proclaimed by the
61 chief
62 executive of a county, city, village or town pursuant to section
63 twen-
64 ty-four of the executive law, if the public body determines that
65 the
66 circumstances necessitating the emergency declaration would affect
67 or
68 impair the ability of the public body to hold an in person meeting.
69 4. No later than January first, two thousand twenty-four, the
70 commit-
71 tee on open government, created by paragraph (a) of subdivision one
72 of
73 section eighty-nine of this chapter, shall issue a report to the
74 gover-
75 nor, the temporary president of the senate, the speaker of the
76 assembly,
77 the chair of the senate standing committee on local government,
78 the
79 chair of the senate standing committee on investigations and
80 government

55 operations, the chair of the assembly standing committee on
local
56 governments, and the chair of the assembly standing committee on
govern-

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1 mental operations concerning the application and implementation of
such
2 law and any further recommendations governing the use of
videoconferenc-
3 ing by public bodies to conduct meetings pursuant to this section.
4 5. Open meetings of any public body that are broadcast or that
use
5 videoconferencing shall utilize technology to permit access by
members
6 of the public with disabilities consistent with the 1990 Americans
with
7 Disabilities Act (ADA), as amended, and corresponding guidelines.
For
8 the purposes of this section, "disability" shall have the
meaning
9 defined in section two hundred ninety-two of the executive law.

10 § 3. Notwithstanding the provisions of article 7 of the public
offi-
11 cers law to the contrary, for sixty days after the effective date
of
12 this act any public body shall be authorized to meet and take
such
13 action authorized by law without permitting in public-in-person
access
14 to meetings and authorize such meetings to be held remotely by
confer-
15 ence call or similar service, provided that the public has the
ability
16 to view or listen to such proceeding and that such meetings are
recorded
17 and later transcribed.
18 § 4. This act shall take effect immediately and shall expire and
be
19 deemed repealed July 1, 2024.

RESOLUTION NO.: 153-2022

OF

JUNE 13, 2022

A RESOLUTION RE-APPOINTING CHUCK THOMAS, ANDREW MURPHY,
ROBERT SANCHEZ, AND RONALD ZORRILLA TO
THE CONSERVATION ADVISORY COUNCIL FOR TWO YEAR TERMS AND
APPOINTING BETTY BASTIDAS AND ALI T. MUHAMMAD
TO COMPLETE TWO UNEXPIRED TERMS

WHEREAS, the City Council of the City of Newburgh adopted Local Law No. 1-2013 of August 19, 2013 which added new Chapter 159 of the City Code of Ordinances entitled "Conservation Advisory Council"; and

WHEREAS, Chapter 159 provides for a seven-member Conservation Advisory Council, the members of which are appointed for terms of two years; and

WHEREAS, the terms of Chuck Thomas, Andrew Murphy, Robert Sanchez, and Ronald Zorrilla expired on November 30, 2021 and Mr. Thomas, Mr. Murphy, Mr. Sanchez, and Mr. Zorrilla wish to continue to serve new two-year terms; the same being in the best interests of the City of Newburgh; and

WHEREAS, the City Council finds that appointing Betty Bastidas and Ali T. Muhammad as new members to the Conservation Advisory Council to complete the unexpired terms of two members who resigned; the same being in the best interests of the City of Newburgh; and

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that Chuck Thomas, Andrew Murphy, Robert Sanchez, and Ronald Zorrilla are hereby re-appointed to the Conservation Advisory Council each for a two (2) year term which commenced on December 1, 2021 and ends on November 30, 2023; and

BE IT FURTHER RESOLVED, by the Council of the City of Newburgh, New York that Betty Bastidas and Ali T. Muhammad are hereby appointed to the Conservation Advisory Council effective immediately to complete the unexpired terms of two members who resigned which terms expire on November 20, 2022.

RESOLUTION NO.: 154 - 2022

OF

JUNE 13, 2022

**A RESOLUTION AUTHORIZING THE SETTLEMENT OF LITIGATION
REGARDING THE FORECLOSURE OF TAX LIENS IN REM
FOR THE YEAR 2018 RELATED TO PROPERTY KNOWN AS
22 LIBERTY STREET (SECTION 46, BLOCK 1, LOT 28.1)**

WHEREAS, The City of Newburgh commenced a proceeding for the foreclosure of certain tax liens, such action being designated as Orange County Index Number EF-011885-2018; and

WHEREAS, Samuel F. Clark, III, filed an Answer to the tax foreclosure proceeding on April 5, 2022 with respect to the property known as 22 Liberty Street (Section 46, Block 1, Lot 28.1); and

WHEREAS, the property owner indicated that he is prepared to withdraw his Answer and settle the action as it applies to the subject property; and

WHEREAS, this Council has determined that it would be in the best interests of the City of Newburgh to settle this matter without the need for litigation;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the Director of Finance and Enforcing Officer is hereby authorized to withdraw the liens on the property located at 22 Liberty Street (Section 46, Block 1, Lot 28.1), City of Newburgh, from the List of Delinquent Taxes and remove the property from the 2018 *In Rem* tax foreclosure action (Index Number EF-011885-2018), as the sum of Three Hundred Forty-Five Thousand One Hundred Fifty-Eight and 04/100 dollars (\$345,158.04), representing all past due tax liens, together with all interest and penalties accruing thereon, together with all currently due taxes and charges, water charges, sewer charges, and sanitation charges, have been tendered to the City of Newburgh in full by certified check and is ready for acceptance.

RESOLUTION NO.: 155 - 2022

OF

JUNE 13, 2022

**A RESOLUTION AUTHORIZING THE SETTLEMENT OF LITIGATION
REGARDING THE FORECLOSURE OF TAX LIENS IN REM
FOR THE YEAR 2018 RELATED TO PROPERTY KNOWN AS
82 CARTER STREET (SECTION 22, BLOCK 1, LOT 31)**

WHEREAS, The City of Newburgh commenced a proceeding for the foreclosure of certain tax liens, such action being designated as Orange County Index Number EF-011885-2018; and

WHEREAS, property owner George S. Cohen, indicated that he is prepared to withdraw his bankruptcy case and settle the action as it applies to the property known as 82 Carter Street (Section 22, Block 1, Lot 31); and

WHEREAS, this Council has determined that it would be in the best interests of the City of Newburgh to settle this matter without the need for litigation;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the Director of Finance and Enforcing Officer is hereby authorized to withdraw the liens on the property located at 82 Carter Street (Section 22, Block 1, Lot 31), City of Newburgh, from the List of Delinquent Taxes and remove the property from the 2018 *In Rem* tax foreclosure action (Index Number EF-011885-2018), as the sum of Thirty Thousand One Hundred Fifty-Nine and 15/100 dollars (\$30,159.15), representing all past due tax liens, together with all interest and penalties accruing thereon, together with all currently due taxes and charges, water charges, sewer charges, and sanitation charges, have been tendered to the City of Newburgh in full by certified check and is ready for acceptance.

RESOLUTION NO.: 156 - 2022

OF

JUNE 13, 2022

**A RESOLUTION RATIFYING THE CITY OF NEWBURGH CONTRIBUTION TO
THE SETTLEMENT AND AUTHORIZING THE PAYMENT OF CLAIM
WITH JACKELINE AZABACHE IN THE AMOUNT OF \$207,366.23**

WHEREAS, Jackeline Azabache brought a claim against the City of Newburgh; and

WHEREAS, the City maintains a self-insured retention in the amount of \$250,000.00 per claim and has expended \$42,644.77 in connection with the claim of Jackeline Azabache; and

WHEREAS, the parties have reached an agreement for the payment of the claim in the total amount of \$450,000.00, which will exceed the amount of the self-insured retention; 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 with the City's contribution to the settlement in the amount of Two Hundred Seven Thousand Three Hundred Sixty-Six and 23/100 Dollars (\$207,366.23) in exchange for a release to resolve all claims among them; and

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the City Manager, Corporation Counsel and the City's outside defense counsel are hereby authorized to settle the claim of Jackeline Azabache with the City of Newburgh contribution in the amount of Two Hundred Seven Thousand Three Hundred Sixty-Six and 23/100 Dollars (\$207,366.23) of the total amount of \$450,000.00 and further authorized to execute documents as may be required to effectuate the settlement as herein described.

OLD BUSINESS

Councilmember Grice mentioned that he asked for a crime task force a few meetings ago. He understands that crime is a very complex thing and that it takes different approaches to handle it. We can't just police our way out of it. He hopes that his colleagues would push for those concerns of making sure that we have great youth programs in every neighborhood, along with quality housing and decent and livable wages. At the same time we need a police presence. We don't have any gun factories or gun shops in the City of Newburgh, we only have a gun range; yet, somehow these illegal guns keep coming into our community. Grice said that he has had enough of it already. The hard drugs are coming into our city from other places. He does not want to continue to get funding because we have violence, nor does he want people to get 'street cred' because of all of the things going on in the community. In certain circumstances we need a police presence around; but, he is sure that we can work out a fine balance between the two.

Councilmember Monteverde supports bringing in a task force. It is going to be a long hot summer, and last weekend was an extremely violent weekend in the City of Newburgh. It was very unfortunate what happened here, as well as with the racial incidents that occurred. We've got to do something to stop the violence. It is happening all over this nation. What does that say about us as a nation? People are going around doing and saying whatever they want, and just spewing out hate and racial slurs. She supports bringing in the task force. Also she requested an update on the city-wide street lighting program.

Mayor Harvey felt that the council should do a straw poll. It is the Safe Street Task Force that is being requested.

Councilmember Shakur stated that he is 66 years old, and he used to sell drugs on South Street. If you want to stop the drugs in Newburgh, then stop the traffic. Go look on Lutheran Street and Campbell Street, and see all of the white kids coming here and creating the homeless and drug problem. When you have hundreds of kids coming here from Connecticut, Pennsylvania and surrounding communities, stop the traffic. Shakur guarantees that our kids would stop selling drugs if the traffic is stopped. Our children don't go looking for these people, they come to our city looking to buy drugs. That is what is fueling the drug problem, it's the traffic coming into our city. If the money wasn't here then the kids wouldn't be selling it. Before we talk about bringing in a task force, stop their own kids from coming here to buy the drugs. Then our kids will stop selling it.

There was no other old business to discuss.

NEW BUSINESS

Councilmember Grice pointed out that he agrees that we need to stop the drugs from getting into our community to begin with. Grice discussed the city-sponsored events. Sometimes the city council and staff don't get the credit that they deserve. A city-sponsored event means that we are going to dedicate resources, usually in the form of taxpayer dollars, as well as manpower. The Newburgh Illuminated was a great event, and only a few minor incidents occurred. There are other events that we sponsor, and it is important for taxpayers to know what events the city council is supporting. He pointed out that the DPW crews were hard at work throughout the entire Newburgh Illuminated event. They stayed until 4 A.M. to clean up after the event; then they went home for a few hours of sleep, just be up again at 2:30 A.M. Monday morning for the regular garbage pickup. People need to know that. Also we need to look at how we are sponsoring events and what that criteria is. He wants to ensure that the city gets the proper credit, so that people know how their city government, as well as their tax dollars are working.

Mayor Harvey commented. An event should never get so big in that the elected officials that vote to sponsor the event don't get the proper acknowledgment at the event. People get in their way sometimes, and it got somewhat political in that some of the council got snubbed when it was time for that moment to be recognized. We will address it as a council with the Illuminated committee moving forward. Harvey stated that he met with Iraqi War Veteran and recent Purple Heart recipient Sharon Toomey Finch. She and husband run YIT Foundation, which is based in 5 counties in New York State. They did a special event on Saturday at the Newburgh Boys and Girls Club, in which they gave away baby formula, diapers and other sanitary goods for babies. They serviced 200 families in the community, and they are planning to do the giveaway on a monthly basis. We know that there is a major shortage of baby formula in the country right now, and they did a great job in the community. He would like to add it as a new business item, and have Finch come in and do a presentation before the city council. She is looking for a place where she can store non-perishable items.

After being informed by the city's legal team that they would not be able to set aside a closet space for it, Harvey stated that he would refer Finch and her organization to Sacred Heart Church and 280 Broadway as possible resources.

Councilmember Martinez requested an update on the community fridge.

Councilmember Shakur commented. He notices Central Hudson and Spectrum crews in the city. Everybody is working in our community, except for people that look like us. We want a task force to come here to stop the kids from selling drugs, but, how about giving our kids jobs so that they have opportunities to work.

Mayor Harvey remarked. There is a procurement process when we put out jobs out for bid. Usually the jobs go out to private contractors and companies to do the work. They have their own autonomy in terms of who they hire.

Shakur commented. He thought 30 percent of local residents were supposed to get these local construction jobs? He keeps hearing that we have things in place to hire local residents, but, he does not see anybody that looks like him at the local job sites.

Michelle Kelson explained that in a procurement, when we put the contracts out for bid, the requirement for local hiring depends on the source of funds used to pay for the project. If there are State or Federal dollars involved, then there may be restrictions on what we can require contractors to do or not do. Most State and Federal programs require some minority or women-owned business component to their hired staffs. Some companies have staff already in place, and they don't hire new employees when they pick up a job. Some companies hire minority or women-owned business subcontractors. When the City of Newburgh puts out contracts for its own purposes, ones in which the city is totally funding the project, and doing so from city sources, then we can add local hiring preferences in the contract.

Harvey commented. Sometimes it sounds good to hire local residents, but, it also depends on the skill sets necessary for the jobs. There are certifications involved, such as HVAC, OSHA, SEQRA. All of these elements have to come into the discussion too.

Shakur stated that he will just tell the community that if we don't work in this community then nobody works here. They will stop all of these projects if his community can't work on them.

There was no other new business to discuss.

FURTHER COMMENTS FROM THE COUNCIL

Councilmember Grice thanked people for staying at the meeting. He encouraged the new people to continue to come out to the meetings. We had a very bad incident occur regarding racism in the community. He condemned all of those vulgar comments. He stated that if you are in a position of leadership or you are a news media person, if you have racist comments appearing on your social media feeds, then you should remove them or address them publicly. He knows that people can't stop those comments from getting onto their threads, but, when you see them on your threads you should remove them. You have a responsibility to remove the racist comments, especially if you value diversity. If you don't remove them, then you are complicit in the spreading of hate and divisiveness. All of the clicks and 'Likes' are not worth it for our city, county, state or our country.

Councilmember Martinez reiterated the sentiment regarding the racial incidents in our city. She and her colleagues do not tolerate racism, and it saddened her to see that in this modern day of 2022 we still have to deal with it. She feels confident that the city staff and our local law enforcement will get to the bottom of it, and that they will be addressing it and making sure that the people responsible for their actions will be held accountable. She reminded everyone about their housing rights. If you are unsure about your rights, she encouraged everyone to reach out to her or her colleagues, by email, as they are happy to help.

Councilmember Monteverde wished everyone a good evening. She felt that she said everything that she wanted to say tonight.

Councilmember Shakur commented. This is how we get things done. We talk about it and we make it happen. The community needs to come in here so that we can all just talk about the issues. He knows that we can find a middle ground, and make it work. We will be here next month, as we are on summer schedule now. Yet, he said that he would be here every day.

Councilmember Sklarz thanked everyone for coming out. NYSDOT was doing some work on the West End. They said they would meet a certain time frame, and they kept their word. The barriers were removed and that eyesore located at the entrance to our city has been removed. Traffic is flowing freely in the area again.

Councilmember Sofokles thanked everyone for coming out tonight.

Mayor Harvey commented. He thanked Sklarz for the eloquent words he spoke regarding the racial incident that occurred against one of our admired citizens. Ongoing discussion about race, culture and ethnicity have to continue throughout our country. We have to talk about our differences in order to celebrate each other. We are all part of the Human Race. It is difficult

to talk about it, but, it is necessary in order for us to reach another level of understanding. Also we need neighborhood associations, as self-advocacy is super important. He encouraged everyone to speak with their neighbors and get a sign up sheet going in your neighborhood. Both South Miller Street and East Parmenter Street had successful neighborhood associations, in which they all came together. They had groups of 20-25 people speaking in one unified voice. This city council moved on their agendas, which were all within reason and within the limit of the law. We need people to start unifying to become self-actualized. Regarding the speeding, there is a transportation committee. It is a great place to bring forth those issues. Harvey pointed out that there is a new app for your cell phones and Smart phones. It is called *See Click Fix*. If you see grease on your street, then you can simply take a photo and upload it directly onto the app, where it will then be sent to the proper department. The last thing he reminded everyone was the upcoming *Juneteenth* celebration. He encouraged everyone to come out and celebrate.

This portion of the meeting was closed.

ADJOURNMENT

There being no further business to come before the council, the meeting adjourned at 9:55 P.M.

KATRINA COTTEN
DEPUTY CITY CLERK