A regular meeting of the City Council of the City of Newburgh was held on Monday, January 23, 2023 at 7:00 PM in the third floor Council Chambers At City Hall, 83 Broadway, Newburgh, NY

Moment of Silence / Momento de Silencio

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

Pledge of Allegiance / Juramento a la Alianza

Roll Call / Lista de Asistencia

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

COMMUNICATIONS

Approval of the minutes from the City Council meeting of January 9, 2023 /
Aprovacion del Acta de la Reunion General del Consejal del 9 de enero de 2023

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

CITY OF NEWBURGH NEW YORK

City Manager's Update

Newburgh City Council Meeting

Monday, January 23, 2023

COVID-19 Notice

Orange County's COVID-19 community level is HIGH again and rates are still increasing...

The CDC recommends:

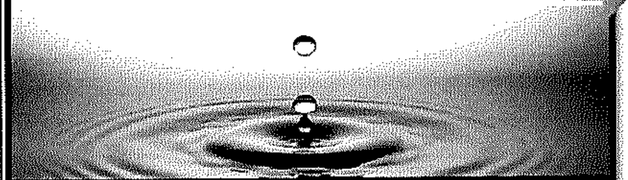
- Wearing a high-quality mask or respirator (e.g., N95) when indoors in pubic.
- Staying up to date with COVID-19 vaccines.
- Getting tested if you have symptoms.

Orange County
Department of Health
845-291-2330

ANNUAL DEPARTMENT OF HEALTH INSPECTION FOR 2022

CITY OF NEWBURGH WATER DEPARTMENT
Quality On Tap · Our Commitment To Our Profession

INSPECTION HIGHLIGHTS



- Over **200** Lead Lines were replaced throughout the city
- One of the first, if not the first municipal department in NYS to offer the **Water Trailer service**
- Awarded **$5 million grant** for Filtration Plant Upgrades - work will begin in spring 2023
- Non-revenue water drop from 40% to **7.7%**
- **All** 5 distribution tanks were cleaned and inspected by divers in 2022
- 20" water main break located, Isolated, repaired and put back in service **within 24 hours**

7. Management & Operations

   a. We want to commend the City's water operators, staff, administration, and City officials on the efforts taken to locate, isolate, and repair the major water main break, and in responding to the City wide boil water order, back in October of this year. The quick response, and cooperation shown during this emergency is additional evidence of the City's dedication to public health.

   b. Our office is also impressed with the filter plant opening it's doors to the public once a month to provide a tour of the facilities and provide education and transparency to the community.

In conclusion, we find that the filter plant and distribution system are very well operated.

Best regards,

Steven Gagnon, MPH, PE
Principal Public Health Engineer

cc: Newburgh Mayor & City Council
Wayne Vradenburgh, C. Newburgh
George Cobb, C. Newburgh
File

ORANGE COUNTY · NEW YORK · 1 NOVEMBER 1683

DEPARTMENT OF HEALTH
Dr. Alicia Pointer, DO, MPH, FAAP
Commissioner of Health

124 Main Street
Goshen, New York 10924

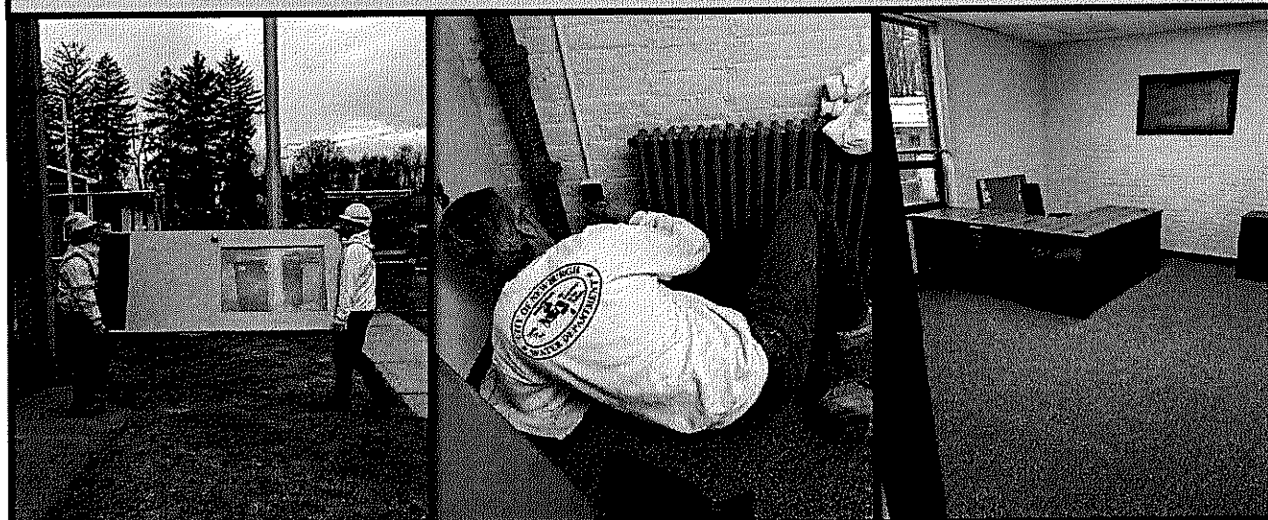
Environmental Health
(845) 291-2331
Fax: (845) 291-4078
www.orangecountygov.com

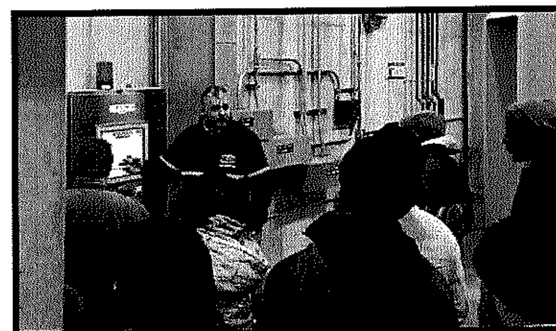
CITY OF NEWBURGH WATER DEPARTMENT

DISTRIBUTION DIVISION

WATER MAIN BREAK SEASON CONTINUES

STORAGE CLOSET REMODEL





NEXT OPEN HOUSE
IN MARCH!

City of Newburgh D.P.W.

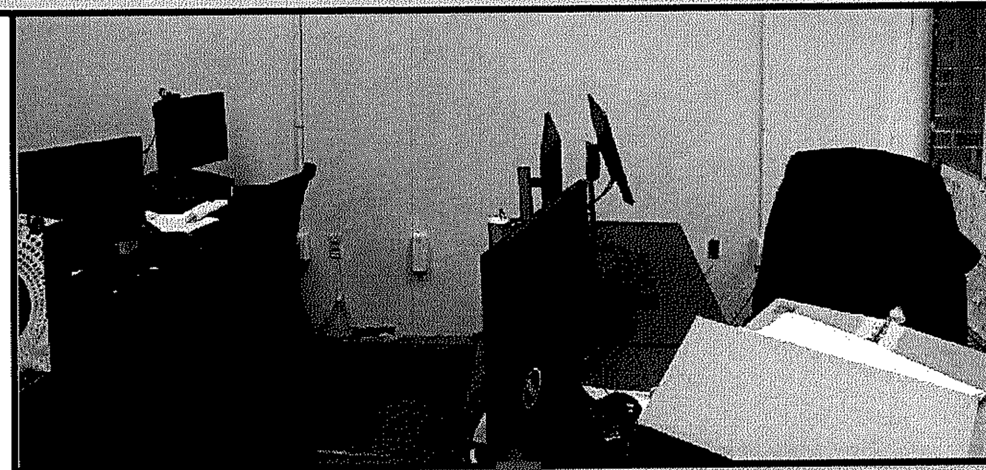
RENOVATION PROJECTS

123 GRAND STREET
KITCHENETTE INSTALLATION

123 GRAND STREET
LIGHTING

City of Newburgh D.P.W.

RENOVATION PROJECTS
55 BROADWAY (POLICE DEPARTMENT



City of Newburgh D.P.W.

STUMP REMOVAL

PARKS CLEAN UP

317 DUPONT AVENUE
CLEAN UP AND BOARD UP

ATTIC FIRE AT 198 OVERLOOK PLACE

(photo: Bob McCormick)

The City's Fire Investigation team determined the cause was electrical fire

FIREFIGHTERS GRADUATED TRAINING ACADEMY ON JANUARY 18, 2023

CAREER FIRE ACADEMY CLASS 02-2022

Police Department
Monthly Operations Report

Date: January 17, 2023

Table 3. **Arrests**

Number of Arrests	110
Gender	
Female	27
Male	83
Cause of Arrest	
Arrest Warrant	34
Bench Warrant	14
Complaint	12
Court Summons	2
Crime in Progress	44
Order of Protection	4

Table 1.

CALL TYPE	PLATOON ONE	PLATOON TWO	PLATOON THREE	TOTAL
ALARM - AUDIBLE/SILENT	548	498	482	1,528
DISORDERLY ADULT	259	556	500	1,315
MVA - PROPERTY DAMAGE	128	604	455	1,187
DOMESTIC DISPUTE	274	376	460	1,110
NOISE COMPLAINT	415	66	530	1,011
WELFARE CHECK	192	410	396	998
THEFT / LARCENY	105	463	298	866
DISTURBANCE	181	217	408	806
SICK / INJURED PERSON	222	236	251	709
UNWANTED PERSON	139	192	164	495

Table 2. **Part One Crime**

Jan 1 - Dec 31	2021	2022	Raw Change	% Change
Murder	2	3	1	50%
Rape	17	21	4	24%
Robbery	89	71	-18	-20%
Agg. Assault	243	224	-19	-8%
Res. Burglary	83	55	-28	-34%
Comm. Burglary	33	41	8	24%
Larceny - Theft	481	550	69	14%
Auto Theft	45	67	22	49%
Total	**993**	**1,032**	**39**	**4%**
Violent Crime	*351*	*319*	-32	*-9%*
Property Crime	*642*	*713*	71	*11%*

CITY OF NEWBURGH ENGINEERING DEPARTMENT

MAJOR MILESTONE IN $32M NORTH INTERCEPTOR IMPROVEMENT PROJECT

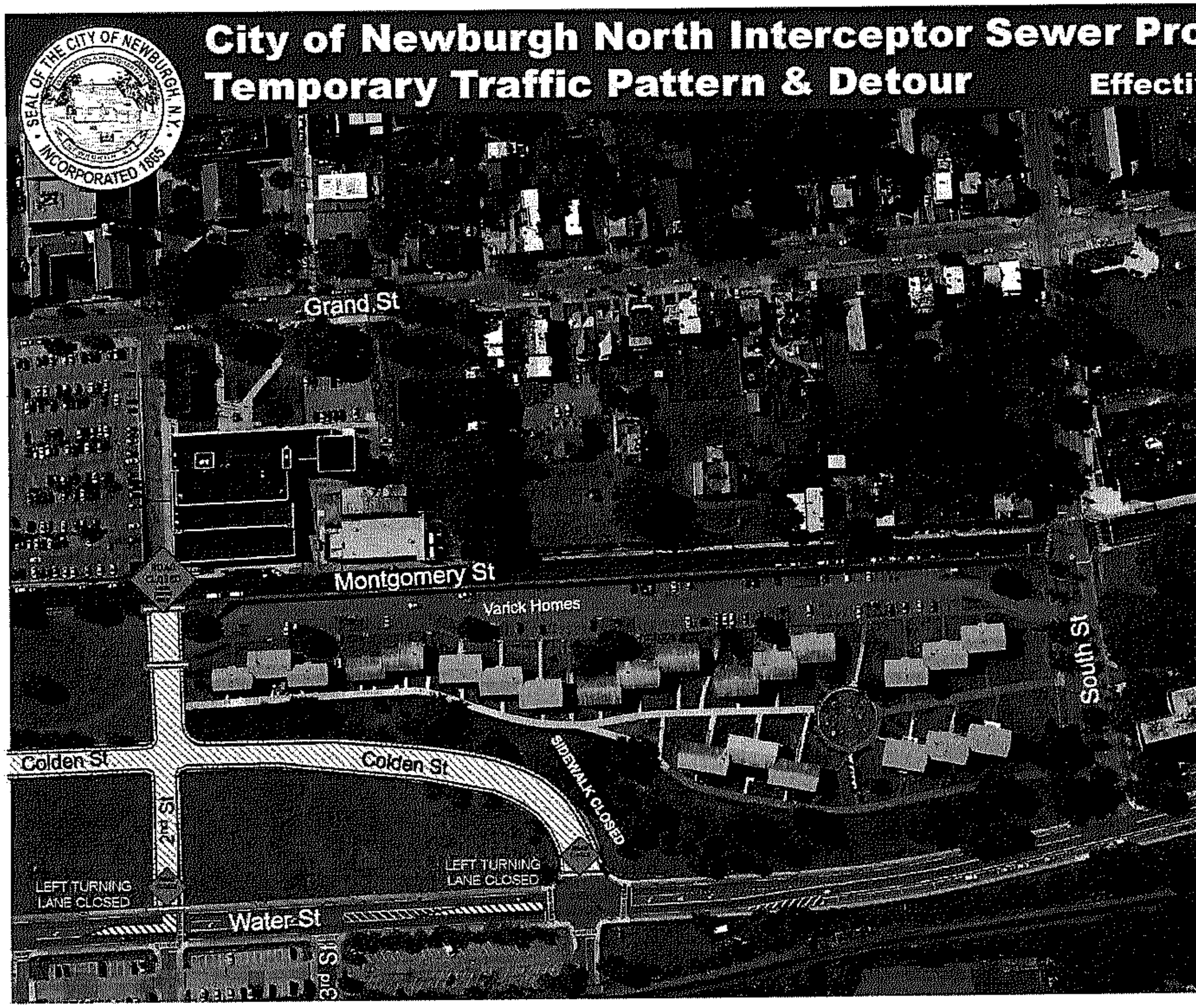
First Clean Water Infrastructure Project Funded by Bipartisan Infrastructure Law in New York State

Prepares City for Economic Development while protecting Hudson River Watershed

Minimal cost to City taxpayers

City of Newburgh North Interceptor Sewer Project
Temporary Traffic Pattern & Detour

Effective January 17, 2023



Project Description

The City of Newburgh is currently replacing the North Interceptor Sewer which currently conveys wastewater from approximately half of the properties in the City of Newburgh to the City's wastewater treatment plant.

Replacement of this North Interceptor Sewer is required by New York State and the United States Environmental Protection Agency to provide additional wastewater capacity and to improve the water quality in the Hudson River. This $32 million sewer replacement project will relocate the new North Interceptor Sewer underneath the roadway of Colden Street in the area between Second Street and Renwick Street. Due to the complex nature of this sewer replacement work, road closures and traffic detours will be necessary to ensure the safety of pedestrians and motorists within the project area. Access will be maintained to Orange County owned facilities on Colden Street in the area north of Broadway. 2nd Street will be open for local traffic only between Montgomery Street and Colden Street for residents to access Varick Homes properties.

Pedestrian access will be provided between the east end of Broadway and Water Street using a pedestrian detour. These temporary detours and road realignments will be in place through 2023 to allow construction within this area to be completed. The City appreciates the patience of the residents, business owners and traveling motorists while this critical infrastructure work is underway.

COMMUNITY UPDATES

Bulk Item Pickup Program

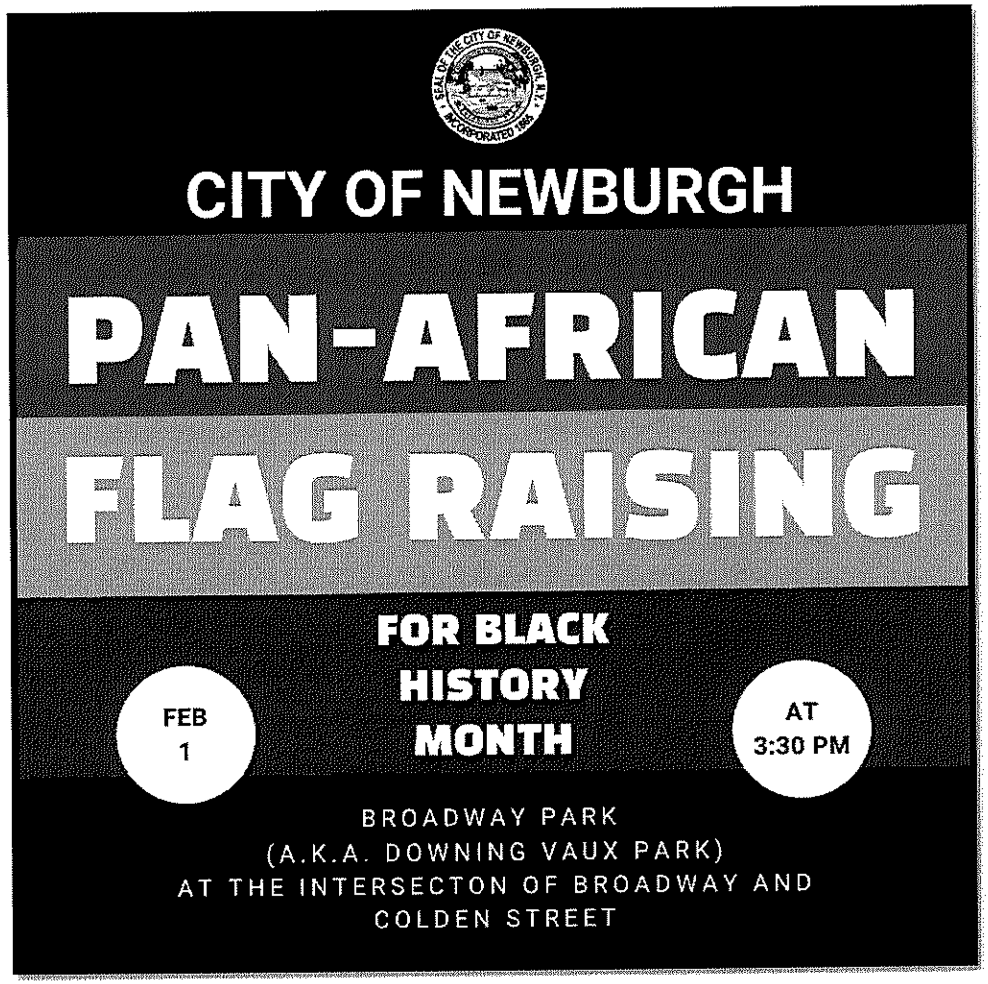
2023 PROGRAM SCHEDULE RELEASED

CITIZENS ADVISORY COMMITTEE SEEKS

MEMBERS FOR DISTRICTING COMMISSION

APPLICATION DEADLINE MARCH 17, 2023

COMMUNITY UPDATES



BOARD & COMMISSION VACANCIES

- ARCHITECTURAL REVIEW COMMISSION
- BOARD OF ASSESSMENT REVIEW
- BOARD OF ETHICS
- BOARD OF ELECTRICAL EXAMINERS
- HUMAN RIGHTS COMMISSION
- PLANNING BOARD
- CITIZENS ADVISORY COMMITTEE

- APPLY ONLINE ON THE CITY WEBSITE
- SEND COMPLETED APPLICATION VIA EMAIL: BOARDS@CITYOFNEWBURGH-NY.GOV
- MAIL OR HAND-DELIVER APPLICATION: CITY HALL – 83 BROADWAY

Residency requirements may apply

CITY OF

NEWBURGH

NEW YORK

Public Hearing - Local Law enacting Hotel Room Occupancy Tax

Mayor Harvey called for a public hearing that was advertised for this meeting to receive comments from the public concerning a Local Law adding Article XIII, entitled "Hotel Room Occupancy Tax" to Chapter 270, entitled "Taxation" of the City Code of the City of Newburgh.

Ray Harvey, 208 Grand Street said he knows this was a hard process that will add revenue to our City. He thanked the Council for their hard work because he knows it wasn't easy and he appreciates that it includes Airbnb's. Kudos to the City Council for this.

Mark Sanchez Potter, City of Newburgh, said he agrees with Ray Harvey's comments and he is in full support of this tax because it just makes sense and will bring revenue to the City.

Renee Mejia, City of Newburgh said he is also in support of this tax but citizens are still concerned and hope that the City will still work on finding a way to help everyone and address the housing issue. This is a good first step to make sure that the City has the funds needed to pass legislation and invest in programs.

There being no further comments this public hearing was closed.

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

Sertaira Boyd, City of Newburgh and PCRRB said that she received a lot of calls from residents regarding Central Hudson bills which are still too high. She is asking the Council to please find out what is going on with them because they are not being fair to the residents and something is not right. She added that someone has been posting notices on the doors of homes even if you have *"No Soliciting"* and *"No Trespassing"* signs. She is asking the Council and the City Manager to find out who this person is because he wants to buy homes for cash but if people want to sell their homes, they know how to go about it. This Notice even has a derogatory remark that says, *"Stop making expensive monthly payments for something you don't love"* but if people didn't love their homes, they wouldn't be in them. This isn't right.

Carla Johnson, City of Newburgh said there should be a full investigation on every landlord that received money from the State or City and claimed they were going to house tenants for a year. A lot of landlords received twenty or thirty thousand dollars, but they are evicting tenants and half of the tenants don't even know that they got that money. The landlords are ripping the tenants off and it's chaos here at the Courthouse. When you look at your Central Hudson bill, there are a lot of fees added which are more than your bill and this is not right so it needs to be looked into. Also, on housing, people ask her to

come to Court and she has stopped some evictions but the landlords got the money and they are ripping people off. How it this happening? A lot of people took advantage of the Pandemic money. If they got the money, they shouldn't be putting people out.

Renee Mejia, City of Newburgh resident and For the Many said in regard to housing that it is hard to fix mistakes from past administration. He has seen people where his office is that he presumes are living in small office rooms which is a demonstration of the housing issue that we have here in Newburgh. Something has to be done about the housing stock in Newburgh which is why For the Many is fighting for homes to be used as homes and not Hotels. He urged the Council to look into passing the Homes Are Not Hotels Bill this year. Now that he is hearing about Central Hudson he would like to sit down and talk with the Council about how they can pass a resolution of support for the Build Public Renewables Act, which would help create an alternative public energy utility company to Central Hudson. Lastly, he invited everyone to their next community meeting this Thursday at 471 Broadway to see what For the Many actually talks about. He is also having a Movie Night on Friday at 7:00 pm at the same location about some people who started organizing here in Newburgh back in 2000 to help their community back home as well and anyone wishing to come is welcome.

Adrian Coolidge, Lander Street said that on December 5th at 8:30 pm he was pulled over by the Police who told him his insurance had lapsed and his vehicle would be towed. He contacted his insurance company the next morning who said that was not true and they provided him with a copy of his insurance card so he had his truck back by 12:00 pm that day. On January 17th the same Officer pulled him over at 1:30 in the morning stating his vehicle was going to be towed because he had $1500.00 worth of parking tickets, which was not true. He paid the tickets, which came to $195.00 and four of those six tickets were issued by this Officer so it cost him another $622.00 to get his truck back. He feels he is being harassed by this female Officer because she keeps having his vehicle towed and the reasons she is towing it for are not true. ***"Where do I go from here? This is harassment."***

Mayor Harvey said that Ms. Boyd is here tonight and she is the Chair for the Police Community Relations and Review Board so she can walk him through the process of filing a formal complaint.

Ms. Boyd said she has already talked with Mr. Coolidge and will work with him from this point on but she is also dealing with something personally.

Mayor Harvey said that if Mr. Coolidge is in consultation with Ms. Boyd and Councilmember Shakur then he will follow up with both of them to see what further steps need to be taken.
Ms. Boyd said that the problem she is having is that he put a complaint in and you should not have to ask for a copy of your complaint.

Mayor Harvey said he will follow up with Ms. Boyd, Mr. Coolidge and Mr. Shakur so he can hear both sides of the story and get to the bottom of it.

Rob McLymore, City of Newburgh said that Central Hudson has been an issue for everyone and it's being looked into so there is probably not much more that the Council can do. He added that the unity he has seen with the Council has been outstanding so keep doing what you have been doing.

Ray Harvey, City of Newburgh thanked the Council for the hard work they do. He sits on a lot of boards in the community so he knows it's nice to be told you are doing a good job. There is still a lot of work to be done and he is shocked to hear about what is going on with Mr. Coolidge so hopefully that can be resolved. The relationship between the community and police is better than what it was but we have to keep working on it. He added that on February 18th the NAACP will be hosting a Meet and Greet so everyone should come to socialize, get to know the community and tell them what they want done. See how we are working together to make the City and surrounding areas in the Hudson Valley better places for us to live. We want the Hudson Valley as a whole to be healthy.

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

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

Councilmember Grice thanked everyone who came out tonight. In regard to our electric bills he, like many others, lives on a budget so when those bills come in it can throw you for a loop and we have to make sacrifices. When you are on a budget, the consistency in bills helps but with Central Hudson it wasn't consistent. He is pushing for the community choice aggregation, and we are very close to picking for that. This will allow us as a City government and people who want to opt in to buy in bulk for an energy supply. At the same time, he supports Assemblyman Jacobson, Senator Skoufis and Congressman Pat Ryan who have all been great supporters for the City of Newburgh so he will speak with them to see what we need to do as far energy. He added that we have to do all that we can to reduce gun violence across America so please reach out to Assemblyman Jacobson and Governor Hochul to show your support for what they are doing to reduce gun violence.

Councilmember Martinez thanked everyone who spoke in support of the Hotel Tax and noted that they will be working very closely with organizations and people who come out in support of housing rights. On Central Hudson, she thanked Assemblyman Jacobson, Senator Skoufis and Congressman Pat Ryan for all that they have been doing in their offices. She works with Assemblyman Jacobson so for those who aren't aware, the Public Service Commission came out with a report about a month ago stating that Central Hudson had several violations. After a month Central Hudson's response to that report was that they didn't overcharge anyone and that any overcharges were corrected. She noted that if anyone has experienced excessive billing or has not received any type of bill in a few months that the Assemblyman is working on a Bill that will address that and impose the strictest penalties allowed for Central Hudson's illegal billing practices and this would limit the use of estimated billing and prohibit back billing after two months. She

encouraged everyone who is having Central Hudson issues to call the their office at (845) 562-0888 with your information and account number and someone will get back to you to fix that issue. The problem is that sometimes they don't call back which is unacceptable so if that happens you should file a complaint with the New York State Department of Public Service by either calling (800) 342-3377 or going online.

Councilmember Monteverde said that she filed a complaint with the Public Service Commission twice online and wrote a letter. She was not getting a bill for almost a year and then got hit with several bills that didn't make sense but she is paying because she doesn't want her utilities cut off. It is madness what Central Hudson is doing. On the delivery charges alone there are no regulations so they can charge what they want and they are getting away with it so she supports Assemblyman Jacobson's work on trying to get to the bottom of this and holding them accountable. She will continue to file her complaints and pay her bills but it's an unfair practice so she wishes there was something that could be done about that. She added that it would be great to get an update on the Fire Department with the new graduates because we are always hearing that there are not enough firefighters. She attended the Press Conference on the North Interceptor work that is being done which was amazing to see. The work Jason and staff are doing is amazing and the infrastructure work we are doing is groundbreaking.

Councilmember Shakur said that when we talk about balance in our community, we have to look at economic balance. When we talk about Central Hudson and people living on limited budgets that's balance. When your rents are being doubled and your electric bill is doubled, you worry about your family and keeping the house heated so this is balance. This is devastating the whole neighborhood. When we have gun violence in our community, it impacts two immediate families but when you have economic balance it impacts all the families in our community. This is economic balance and we have to address that in our community. He added that he was at the Courthouse and he ran into three people whose rents were paid but the landlords were claiming they weren't which is another type of balance going on. Tenants and Landlords took advantage of this Pandemic but Landlords should be held more accountable so we have to look at economic balance in our community.

Councilmember Sklarz said he was contacted last week by a west end resident who was experiencing some problems with sewage on their property and by the time he contacted City Hall they were already on top of it. They had inspected the main sewer line and determined the problem was on the residents property so arrangements were made for a private plumber to address the problem. This is another example of City staff working together and with residents to help solve a problem so he thanked all of the departments involved for a job well done. Yesterday he attended the swearing in ceremonies for Congressman Ryan and Assemblyman Jacobson. They are key advocates for the City of Newburgh so it is critical that we as Councilpersons along with City leadership establish and maintain effective relationships to help our City continue to move forward.

Councilmember Sofokles said that the swearing in ceremony for Jonathan Jacobson was a great event. He has done a lot for this City and this is what he has always wanted so she

is happy to see his goals come to fruition. She thanked all department heads for the Interceptor Project which people are very excited about. In regard to Central Hudson, she also made a complaint to the Public Service Commission because she received a bill for $4,000.00. She paid it and then fought it and got a credit back on her bill. She spent fourteen years on the Board of Assessment Review and learned a lot about property values and how assessments work. The time is coming where people are going to want to grieve their taxes but we have to have a Board to go to so we need people on these Boards.

Mayor Harvey thanked everyone for coming out tonight. He had a wonderful time at the United States Conference of Mayors where they were invited to the White House and he had discussions with the President's senior cabinet members. We know there is this major uptick in gun violence throughout the Country so he talked with Karen Freeman about the lack of outcry and Black Lives Matter Movements when African-American young men shoot and harm one another in our communities. Ms. Freeman told him that there are hundreds of billions of dollars in the Department of Justice that goes untapped. Grants to help our young people with workforce development, jobs and job training but people just don't apply. Also, the Small Business Administration has money for capital, counseling and contracts available for small businesses and they will assist with the procurement process and how to get the Grants. In regard to Central Hudson, he was charged $700,000.00 and since that day he has been on this. Central Hudson sold their company to a Canadian company because of the pressure that has been put on them.

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

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

Resolution No. 9 - 2023 - Award of RFP No. 23.22 Building Cleaning Services - 300 Broadway, 55 Broadway, and 123 Grand Street

Councilmember Shakur said we have someone from Middletown that we are hiring for this but he would like to make sure that next time cleaning businesses from our community are used.

Mayor Harvey agrees but if it's a RFP then the business owner has to respond in order to be selected.

Councilmember Shakur said he knows two or three businesses in the City of Newburgh and one of them said they didn't even know about this so he wants to make sure that the next RFP gets out to our community and the Newburgh businesses know about it.

Todd Venning, City Manager, said that going forward and in the past all City of Newburgh RFP's are on the City's Website and BidNet. That's the same place they have always been and are going to be so they are not hidden. The City's Website has tags on it for quick

access and one of those tags is for RFP's that will take you to an external website called BidNet. Anything we are required to RFP goes on BidNet.

Councilmember Shakur said he would like to aggressively let our community know when these RFP's are coming up so they can be a part of it.

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

Resolution No. 10 - 2023 - Purchase of 221 Third Street and 229 Third Street

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

Resolution No. 11 - 2023 - 285 Broadway - Satisfaction of Mortgage

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

Resolution No. 12 - 2023 - 179 Renwick Street - Release of Restrictive Covenants

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

Resolution No. 13 - 2023 - 181 Renwick Street - Release of Restrictive Covenants

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

Resolution No. 14 - 2023 - Orange County Sales Tax Sharing Agreement Extension

Councilmember Grice said that our sales tax goes to the State and the County then it come to us in a formula which helps us. When we talk about the resources that are used in the City of Newburgh, especially with crime fighting and other things we should also throw into that mix how much revenue we have as far as sales tax that comes back to us.

Mayor Harvey thanked Mr. Venning, Ms. Kelson and the executive team for the ongoing conversation about some of the readjustments that happened with the sales tax this time. Because people didn't come out and fully participate in the Census there has been an adjustment because according to the Census Middletown has more people than the City

of Newburgh so they will get more than we will. If you go to the online digital Budget, you will see where we stand in terms of taxes and revenues received. Every ten years the Census comes up and we know that there are more than thirty thousand people living here in the City of Newburgh so please participate in the next one.

Councilmember Shakur said he knows Middletown doesn't have more people than us because we missed a good twelve thousand people in the City of Newburgh. The Census is very important for things like this which is by we pushed so hard.

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

Resolution No. 15 - 2023 - Canine Brix Retirement

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

Resolution No. 16 - 2023 - Resolution to Approve a Consent Judgement with Martin K. Kolt and Ethan J. Kolt

Mayor Harvey noted that this resolution is evidence that people have a right to challenge their property assessments. There is also evidence that the City is decreasing the taxes because there is less of a refund being paid out. Some people will spin the narrative and say taxes are going up in Newburgh but it's not true.

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

Old Business: / Asuntos Pendientes

Councilmember Monteverde asked if there is an update on the Poet Laureate.

Mayor Harvey said there is a Committee and he just cast his vote. He believes there are four applicants, and it should be revealed in the next few weeks.

Councilmember Monteverde asked if the construction on Colden Street has been completed near the Brewery.

Jason Morris, City Engineer said it is somewhat complete. The Contractor will be going into that area to repave the road, set curbing, do the ADA curb ramps and streetscape work this coming year.

Councilmember Monteverde asked what the pipe is that is still running above the ground there.

Jason Morris said that was to bypass the old sewer pipe as they replaced the sewer main. That bypass will have to go back into place when they do the tunneling work briefly which is why it is still there.
Councilmember Monteverde asked if DPW could clean up where the Brewery is up to Renwick Street because businesses there suffered during that construction and where people park is not good.

Councilmember Martinez asked about the Event list and wants to make sure we are all on the same page. She received the list of requirements, applications and expectations of what a City Sponsored Event would be so just wanted to touch base on that. She asked if they have to vote on the curfew of is that something they just agreed on?

Councilmember Grice said it was something they agreed on.

Mayor Harvey said they are going to address the Event list at the next Work Session.

Michelle Kelson, Corporation Counsel said that at the next Work Session they will put the policy and event list back on and will hopefully have a full Council review so they can maybe move it to a vote.

Councilmember Shakur said he has been in touch with Mr. Sims family and they would like to know if we have a timeline for when they are going to rename the Park on Gidney Avenue for Coach Sims.

Matthew Nordt, Recreation Director, said the sign is in and the basketball pole that was leaning was repaired last week. He told the Sims family that they will be looking to do this sometime in the spring when it is nice out instead of in the winter.

Councilmember Shakur added that he spoke with our City Manager about the COVID money and the survey that was done so he would like to update the community on where that money has gone so far and where it is going to go.

Todd Venning, City Manager said that Councilmember Shakur is referring to the ARPA money which the Council allocated fifty percent to infrastructure to help fund at the time eighty to a hundred million dollar unfunded infrastructure projects. The City has done a great job of funding most of those projects through federal and state sources and he believes we used the maximum for revenue replacement which was about 3.23 million which left about 7.4 million in funds. There were two surveys done and Ms. Church provided a summary as well as a presentation at a Council Meeting. Since then the Council has tentatively allocated that 7.4 million to the pool which keeps rising in cost and was last estimated at about fourteen million. That money is not allocated until the Council does their final resolution so they can always change their mind. The Council did allocate

and spend about eight hundred thousand dollars on the actual design of the pool with the ARPA funds so that was spent out of that 7.4 million. We are also looking into the small business grants and other things the Council discussed so it is ultimately up to the Council.

Mayor Harvey said he got some ideas in Washington on small business grants and what the requirements are and he spoke with the Orange County Chamber of Commerce about classes available. We might also be able to go to the Small Business Federal Administration and get grant funding to add to that for larger awards or grants for more businesses.

Todd Venning, City Manager noted that he is working on that with Ms. Church and one of the things the Council recommended last time is incorporating the grants into the sign project that we have on Broadway. Signs have to be brought into compliance and some of them are expensive so we were looking at a grant that could be a certain amount of dollars with a fifty percent match where the business owners and the City go in on that. When that is completely developed it will be brought before the Council.

Councilmember Montervede asked if that is for the signs that are attached to the building and not the sidewalk signs.

Mr. Venning said that sidewalk signs are illegal in the City of Newburgh and we actively have our Code Officers remove them unless they are on the owner's property. You can have signs that are up to code attached to the building so we are looking into these sign grants to help people get into compliance.

Councilmember Shakur said he just wants the community to know that they are on top of things.

Mayor Harvey added that he would like to revisit the Streep Sweeper Program because he has been receiving calls regarding garbage on Broadway and at the Waterfront. He would also like to get an update on the cameras. He will be doing a walk with the Police Department next week to see how many cameras are out and how many are being repaired. Our Comprehensive Video Program needs to be comprehensive so he invited the other Council members to join.

Todd Venning, City Manager said·that this came up at the last Council Meeting and a request was made for an update by the first quarter so he is working with Nick in IT on that. They are working on an update of what cameras are working, what cameras will be installed and what cameras will be repaired which the Council should have by the first week in April. On the Street Sweeper Program, there is money in the Budget for that program but if there are any issues with sanitation, please let him or Mr. Garrison know so it can be addressed.
There being no further old business to discuss this portion of the meeting was closed

New Business: / Nuevos Negocios

There was no business to discuss.

Final Comments from the City Council / Comentarios Finales del Ayuntamiento

Councilmember Grice said he supports what Councilmember Monteverde has been doing with the small business grants and people need to understand that we are working on enforcing some regulations that haven't been enforced for a while so please work with us as we work through these situations. He is close friends with the President of the Orange County Chamber of Commerce so he encouraged anyone who has a business to join them because they bring a tremendous amount of resources. While we are coming along, we have to make sure we are supporting our small businesses as much as possible.

Councilmember Martinez continued from her earlier comments regarding Central Hudson and said that one of the solutions is to support public power in New York so she would definitely be interested in supporting a resolution for the Build Public Renewables Act as well. This is a State Bill, however, residents are welcome to call Assemblyman Jacobson's Office and she will make sure he gets the information. She also encouraged everyone to call our new Senator, Rob Rolison to let him know that you support this as well. We should be leaning towards having affordable and renewable hydroelectric power and Newburgh is known for being a trailblazer. She ended by saying, *"Housing is a human right."*

Councilmember Monteverde announced that we received word that Jim Taylor will provide seven dumpsters for our Annual Community Cleanup on Earth Day, April 22nd. It's going to be a great day and hopefully we can get more people and more Wards to do cleanups perhaps down by the river and further out into the west end. Let's clean up this City and continue the effort by educating everyone to work together and keep our community clean.

Councilmember Shakur thanked everyone for coming out tonight and said this is where we get things done so he encouraged more people to come out. He announced that on February 1st at 3:30 at the riverfront we will be raising a Pan African American Flag for Black History Month so he invited the community to come out for that.

Councilmember Sklarz thanked everyone for coming out and wished everyone a good night.

Councilmember Sofokles thanked everyone for coming out and for all of their hard work.

Mayor Harvey thanked everyone for coming out. He noted that the Council will be working with executive staff on The Sustainability Plan that will include cleaning our streets, paving roads, working continuously as we already have with infrastructure, economic opportunities, equity, climate resiliency, government innovation, transportation, etc. There are going to be some key items that he will be working with the Council on. A

Sustainability Plan goes into our Master Vision Plan and a Master Ten Year Plan that we have done some work on with Allie Church. A Sustainability Plan encompasses a lot of things such as going green, a clean climate, minimizing and mitigating carbon footprints in our community and also creating a digital technology hub and minimizing the digital gap for those people who live beneath the margins and don't have access to Internet. Lastly, he noted that there is a lot going on and there are a lot of moving parts but the City is moving forward and we are doing some great work. He is proud of this team which includes the City Council, the executive staff and all of the workers in the City of Newburgh.

Adjournment/ Aplazamiento:

There being no further business to come before the Council the meeting adjourned at 8:35 pm.

LORENE VITEK
CITY CLERK

RESOLUTION NO.: ___9___ - 2023

OF

JANUARY 23, 2023

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT WITH NSI CLEAN WORLDWIDE, INC. TO PROVIDE CUSTODIAL SERVICES FOR CITY OWNED BUILDINGS LOCATED AT 300 BROADWAY, 55 BROADWAY AND 123 GRAND STREET AT AN ANNUAL COST OF $123,440.00

WHEREAS, the City of Newburgh issued Request for Proposals #23-22 seeking qualified vendors to provide custodial cleaning services to three City-owned buildings located at 300 Broadway, 55 Broadway and 123 Grand Street; and

WHEREAS, NSI Clean Worldwide, Inc. submitted a proposal and has been determined to be qualified to provide such custodial services; and

WHEREAS, the proposal provides for a one year contract at an annual total cost of $123,440.00; and

WHEREAS, funding for the cost of the contract shall be derived from A.1620.448; and

WHEREAS, this Council has reviewed the attached proposal and has determined that executing a contract under the terms and conditions set forth therein is in the best interests of the City of Newburgh;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to execute the attached contract with the NSI Clean Worldwide, Inc. to provide custodial services for City-owned buildings located at 300 Broadway, 55 Broadway and 123 Grand Street for the period February 1, 2023 through January 31, 2024 at a total cost of $123,440.00.

CITY OF NEWBURGH
Services Agreement

This agreement ("Agreement") is made and entered into this ______ day of ________________________, 2023, by and between the City of Newburgh, a municipal corporation, with an office address of 83 Broadway, Newburgh, New York 12550 ("City"), and NSI Services, Inc., with an office address of 70 Maple Drive, Middletown, New York 10941 ("Contractor").

WITNESSETH

WHEREAS, the City issued Request for Proposals #23-22 (the "RFP") seeking proposals from qualified and experienced vendors with the capability to provide custodial cleaning services to three City-owned buildings located at 300 Broadway, 55 Broadway and 123 Grand Street; and

WHEREAS, the City provided notification of the availability of the RFP in accordance with state and local requirements; and

WHEREAS, the RFP set forth the minimum administrative, technical, and cost requirements that a vendor needed to meet to be eligible for consideration to receive an award; and

WHEREAS, Contractor submitted a proposal in response to the RFP and has been determined to be qualified to provide such custodial cleaning services; and

WHEREAS, Contractor, in consideration of the terms and conditions herein, agrees to furnish labor, materials, and equipment, and to perform services work necessary to provide such custodial cleaning services herein after referred to as "Services".

WHEREAS, Contractor shall provide such Services as more fully described in this Contract, along with any schedules or exhibits, which are incorporated by reference and made part of this Agreement, as follows:

Schedule A – Scope of Work
Schedule B – Pricing and Frequency

WHEREAS, the term shall begin on February 1, 2023 after receipt of a fully-executed Agreement by Contractor the City.

WHEREAS, the basic services amount to be expended under this Agreement shall not exceed $123,440.00, with payment being made in accordance with the terms and conditions set forth herein.

NOW, THEREFORE, In consideration of the statements and conditions herein, the City does hereby engage Contractor to perform the Services and Contractor does hereby agree to perform the Services described herein. The City and Contractor:

1. DEFINITIONS

The following terms as used in this Agreement are defined as follows:

1.1 Agreement: The Agreement executed by both the City and Contractor.

1.2 Additional Services: A written authorization for the emergency cleaning services and work beyond the itemized list of daily cleaning tasks for each building as provided by Section 2, Scope of Services.

1.3 City: The City of Newburgh.

1.4 Claimant's Certification form: Documentation, including but not limited to an invoice, providing cost of the work and Contractor's request for payment.

1.5 Contractor: The individual or entity represented who is identified on the signature line of the Agreement.

1.6 Contract: Same as Agreement.

1.7 Contract Documents: Requests for Proposals, Scope of Services, Cost Proposals, this Agreement, Bid Proposal Form, Notice to Contractors, bonds, and insurance certificates relative to the Services.

1.8 Principal(s): The individual(s) of the Contractor authorized its behalf to act as signatories to agreements for the Services.

2. SCOPE OF SERVICES

2.1 Contractor shall render all services and furnish all materials and equipment necessary to provide the City with the Services and deliverables more specifically described as the itemized list of daily cleaning tasks in **Schedule A** in a timely and professional manner.

2.2 Contractor shall ascertain the applicable practices of the City, New York State (including any relevant agencies thereto) and/or the United States of America (including any relevant agencies thereto), as applicable, before beginning any of the work. All work required under this Contract shall be performed in accordance with these practices and any special requirements as may be described in **Schedule A**.

2.3 Upon receipt of a fully executed Agreement from the City, Contractor shall commence and complete work and services consistent with the frequency described in **Schedule B**.

2.4 Prior to the start of work and during the term of this Agreement, Contractor shall submit for approval by the City the names of any sub-contractor engaged by Contractor to perform work and the City's approval shall not be unreasonably withheld. Nothing in this Agreement shall create any contractual relationship between the City and any sub-contractor retained by the Contractor.

2.5 Contractor's performance of this Contract within the compensation provided shall be continuously reviewed in good faith by Contractor. Contractor shall notify the City of the results of those reviews in writing by submitting of a Cost Control Report to the City monthly or at such alternative interval described in **Schedule A**.

2.6 If Contractor believes that any work the Contractor has been directed to perform is beyond the Scope of Services as outlined in Section 2 and in the Agreement, and constitutes Additional Services, the Contractor shall promptly notify the City, in writing, of its objections prior to the commencement of the objected to work. The City shall review said objections in good faith and, in its sole discretion, decide whether such work is beyond the Scope of Services and in the Agreement generally, and constitutes Additional Services. If the City determines that such work does constitute Additional Services, the City shall provide extra compensation to the Contractor as provided for in Sections 3 and 4, below. In this instance, a change order or an amendment to the Agreement, providing the compensation and describing the work authorized, shall be prepared and issued by the City.

3. ADDITIONAL SERVICES

3.1 During the project, the City may elect to seek additional work that, in its discretion, is substantially beyond that required to be provided by Section 2 (Scope of Services). Such work shall be considered Additional Services.

3.2 Additional Services require pre-authorization in writing by the parties. When Additional Services are authorized and accepted, they shall be provided by the Contractor and shall be paid for by the City as provided in Section 4 (Compensation).

4. COMPENSATION

4.1 This Contract shall be deemed only executory to the extent of the monies available, and no liability shall be incurred by the City beyond the monies legally available for the purposes hereof.

4.2 Compensation for Contractor's Scope of Services shall be as indicated in **Schedule B**.

4.3 For satisfactory performance of the Services or, as Additional Services may be approved by mutual written agreement or change order, the City agrees to compensate Contractor accordance with the fees and expenses as stated in Schedule B, which is attached to and is part of this Agreement. Contractor shall submit to the City a City Claimant's Certification form with monthly itemized invoice for Services rendered during the prior month, or as otherwise set forth in Schedule B, and prepared in such form and supported by such documents as the City may reasonably require. The City will pay the proper amounts due Contractor within sixty (60) days after receipt of a City Claimant's Certification form, and if the Claimant's Certification form is objectionable, will notify Contractor, in writing, of the City's reasons for objecting to all or any portion of the invoice submitted by Contractor.

4.4 At the conclusion of the term of this Agreement and the conclusion of any renewal term, the Contractor shall submit a final invoice for any remaining amounts due. This invoice shall be prominently identified as 'FINAL INVOICE'.

4.5 All subcontractors and subcontractors performing work on this project shall be bound by the same required contract provisions as the Contractor. All agreements between the Contractor and a subcontractor or other subcontractor shall include all standard required contract provisions, and such agreements shall be subject to review by the City.

4.6 Payment to Contractor is subject to the following audit rights of the City. All Claimant Certification forms or invoices presented for payment to be made hereunder, and the books, records and accounts upon which said Claimant's_Certification forms or invoices are based are subject to audit by the City. Contractor shall submit any and all documentation and justification in support of expenditures or fees under this Agreement as may be required by the City so that it may evaluate the reasonableness of the charges, and Contractor shall make its records available to the City upon request. All books, Claimant's Certification forms, records, reports, cancelled checks and any and all similar material may be subject to periodic inspection, review and audit by the City, the State of New York, the federal government, and/or other persons duly authorized by the City. Such audits may include examination and review of the source and application of all funds whether from the City, State, the federal government, private sources or otherwise. Contractor shall not be entitled to any interim or final payment under this Agreement if any audit requirements and/or requests have not been satisfactorily met.

5. BOOKS AND RECORDS; RETENTION

5.1 Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (collectively called the "Records"). The Records must be kept for a minimum of six (6) years from the date of creation or three (3) years after final payment is remitted by the City, whichever is later. Any authorized representatives of the City, New York State, or Federal Government shall have access to the Records during normal business hours at an office of the Contractor within the State of New York or, a mutually agreeable reasonable venue within the State, for the term specified above for inspection, auditing, and copying.

5.2 All technical data related to this Agreement that exists in the offices of the City or in the offices of the Contractor shall be made available to the other party to this Agreement upon written request and without expense to such other party.

6. TERM; TERMINATION

6.1 The term of this Agreement shall be for 1 year.

6.1.1 The Agreement shall commence on February 1, 2023 and shall terminate on January 31, 2023, unless sooner terminated pursuant to the provisions of this Article 6.

6.2 This Agreement may be extended and renewed for another one year term upon the mutual, written agreement of the parties hereto.

6.3 The City may, in writing and in accordance with the notice provision is Section 8 (Miscellaneous Provisions) terminate this Agreement in whole or in part at any time (i) for City's convenience, (ii) upon the failure of Contractor to comply with any of the terms or conditions of this agreement, or (iii) upon the Contractor becoming insolvent or bankrupt.

6.4 Either party may terminate this Agreement for cause by providing at least fifteen days' prior written notice to the other party, which notice shall include a list of deficiencies and the opportunity to cure the deficiencies within the fifteen-day period. Prior to terminating this Agreement, a Notice of Termination must be given in writing and in accordance with the notice provision is Section 8 (Miscellaneous Provisions).

6.5 In the event the City terminates this Agreement or the Contractor terminates this Agreement in accordance with Section 6.4, the City shall pay to the Contractor full payment for services performed and expenses incurred under this Agreement as of the effective date of the termination consistent with the provisions of Article 4 (Compensation).

6.6 The City may immediately cancel this Agreement on notice to Contractor if the City receives information that any work under this Agreement conflicts with the provisions of any applicable law establishing a Code of Ethics for Federal, State or City officers and employees.

7. INSURANCE AND RISK MANAGEMENT

7.1 The parties agree that Contractor, its agents, officers, and employees, in the performance of this Agreement, shall act in an independent capacity and not as officers, employees, or agents of the City.

7.2 Contractor agrees to hold harmless, defend, and indemnify the City, and the officers, agents, and employees of the City from all claims, damages, losses, causes of action and demands, and all costs and expenses incurred in connection therewith including, without limitation, reasonable attorney fees and costs of litigation and/or settlement, resulting from or in any manner arising out of or in connection with any negligent act or omission or willful misconduct on the part of the Contractor, its officers, agents, and employees, in the performance of this Agreement. This provision shall survive the expiration or termination of this Agreement.

7.3 In the event that any claim is made or any action is brought against the City arising out of the negligence, fault, act, or omission of an employee, representative, subcontractor, assignee, or agent of Contractor either within or without the scope of his respective employment, representation, subcontract, assignment or agency, or arising out of Contractor's negligence, fault, act or omission, then the City shall have the right to withhold further payments hereunder for the purpose of set-off of sufficient sums to cover the said claim or action. The rights and remedies of the City provided for in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law. Contractor assumes the risk of and shall be responsible for, any loss or damage to City property, including property and equipment leased by the City, used in the performance of this Agreement and caused, either directly or indirectly by the acts, conduct, omissions or lack of good faith of Contractor, its officers, directors, members, partners, employees, representatives or assignees, or any person, firm, company, agent or others engaged by Contractor as an expert consultant specialist or subcontractor hereunder.

7.4 Contractor shall not commence work until the City has received evidence of the insurance required in this section and approved the same.

7.5 Contractor shall obtain the following policies and coverages. The insurance furnished by the Contractor under this section shall provide coverage in amounts not less than the following unless a different amount is stated herein:

7.5.1 Comprehensive or Commercial Form General Liability Insurance, on an occurrence basis, shall cover work done or to be done by or on behalf of the Contractor and shall provide insurance coverage for bodily injury, personal injury, property damage, and contractual liability. The aggregate limit shall apply separately to the work.

The minimum liability limits shall be as follows:

$3,000,000	General Aggregate
$1,000,000	Each Claim - combined single limit for bodily injury and property damage.

7.5.2 Business Automobile Liability Insurance, on an occurrence basis, shall cover owned, scheduled, hired, and non-owned automobiles used by or on behalf of the Contractor and shall provide insurance coverage for bodily injury, property damage, and contractual liability.

The minimum liability limits shall be as follows:

$1,000,000 Each Accident - combined single limit for bodily injury and property damage.

7.5.3 Workers' Compensation Insurance, shall include Employer Liability limits of $1,000,000 and other limits required under New York law.

7.5.4 Professional Liability Insurance (a/k/a Errors and Omissions insurance), if applicable, on an occurrence basis, shall cover work done or to be done by or on behalf of the Contractor and provide insurance for professional liability in the amount of $1,000,000 each occurrence. At a minimum Contractor shall obtain and maintain professional liability insurance on a claims-made basis for no less than $1,000,000 each claim and $2,000,000 annual aggregate, and certification of coverage shall be submitted to the City upon signing of this Agreement. If the total contract amount exceeds $1,000,000, the Contractor shall renew and keep such insurance in effect for at least ten (10) years after the recordation of the notice of completion.

7.5.5 Insurers shall be authorized in the State of New York to transact insurance and shall hold a current A.M. Best's rating of no less than A: VII or carrier acceptable to the City.

7.5.6 Contractor shall submit to the City certificates of insurance and endorsements to the policies of insurance required by the Agreement as evidence of the insurance coverage.

7.5.7 The scope of coverage and deductible shall be shown on the certificate of insurance.

7.5.8 The certificates of insurance and endorsements shall provide for no cancellation of coverage without thirty (30) days written notice to the City, and without ten (10) days' notice for non-payment of premium.

7.5.9 Renewal certifications shall be timely filed by the Contractor for coverage until the work is accepted as complete.

7.5.10 Contractor shall notify the City in writing of any material change in insurance coverage.

7.5.11 Insurance policies shall contain, or be endorsed to contain, the following provisions and/or endorsements:

7.5.11.1 For the general and automobile liability policies, the City of Newburgh, its officers, employees, representatives, volunteers, and agents shall be covered as additional insureds.

7.5.11.2 For claims related to the work, Contractor's insurance coverage shall be primary insurance as respects the City of Newburgh, their officers, employees, representatives, volunteers, and agents. Insurance or self-insurance maintained by the City, their officers, employees, representatives, volunteers, and agents shall be in excess of the Contractor's insurance and shall not contribute with it.

7.5.11.3 Each insurance policy required by this section shall state that coverage shall not be canceled, except after thirty (30) days prior written notice by mail, return receipt requested, has been given to the City, ten (10) days' notice for non-payment of premium.

7.5.11.4 The City, their officers, employees, representatives, volunteers, and agents shall not by reason of their inclusion as additional insureds incur liability to the insurance carriers for payment of premiums for such insurance.

7.5.12 Any deductible under any policy of insurance required in this section shall be the Contractor's liability.

7.5.13 Acceptance of certificates of insurance by the City shall not limit the Contractor's liability under the Agreement.

7.5.14 If the City is damaged by the failure of Contractor to provide or maintain the required insurance, the Contractor shall pay the City for such damages.

7.5.15 Contractor's obligations to obtain and maintain required insurance are non-delegable duties under this Agreement.

8. MISCELLANEOUS

8.1 Contractor, in accordance with his status as an independent contractor, covenants and agrees that he will conduct himself consistent with such status, that he will neither hold himself out as, nor claim to be, an officer or employee of the City by reason hereof, and that he will not, by reason hereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the City, including but not limited to Worker's Compensation coverage, Unemployment Insurance benefits, Social Security coverage or Retirement membership or credit.

8.2 Contractor agrees to comply with all applicable Federal, State and City Civil Rights and Human Rights laws with reference to equal employment opportunities and the provision of services. In accordance with Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal Statutory and constitutional non-discrimination provisions, Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, age, disability or marital status. Furthermore, Contractor agrees that neither it nor its sub-Contractors shall, by reason of race, creed, color, disability, sex or national origin; (a) discriminate in hiring against any citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this Agreement.

8.3 Contractor certifies compliance with providing a drug-free workplace.

8.4 Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working for the Contractor, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the City shall have the right to annul this Agreement without liability, or, in its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

8.5 Contractor warrants that no officer or employee of the City of Newburgh has received, or shall receive, compensation from the Contractor or subcontractors for work performed in the execution of this Agreement, or for any architectural or engineering services, public or private, performed for the Contractor or its subcontractors.

8.6 This Agreement shall be binding on, and inure to the benefit of, the successors and permitted assigns of the parties.

8.7 Contractor may not assign, transfer, convey, sublet or otherwise dispose of the Agreement or its right, title or interest therein, or its power to execute such Agreement, to any other person, company or corporation, without written consent of the City. If this provision is violated, the City may revoke and annul the Agreement and the City shall be relieved from all liability and obligations thereunder to the person, company or corporation to whom the Contractor shall purport to assign, transfer, convey, sublet or otherwise dispose of the Agreement without such consent in writing of the City.

8.8 Notice for either party may be served by delivering it in writing via any form of United States Postal Service that contains a tracking number, or by Federal Express, or by United Parcel Service, to the respective party and address as shown on the Agreement page.

8.8.1 Notice served upon the City shall be delivered to:

City of Newburgh
attn.: City Comptroller
83 roadway
Newburgh, New York 12550

8.8.2 Notice served upon Contractor shall be delivered to:

NSI Services, Inc.
attn.: Henry Correa, CEO
70 Maple Drive
Middletown, NY 10941

8.9 In the event of any claims made or any actions brought against the City in connection with the Agreement, Contractor agrees to provide all information and assistance in the City's opinion that is reasonably necessary to defend such claim.

8.10 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.

8.11 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.

8.12 This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all other prior agreements and understandings, both written and oral, between the parties with respect to the subject matter hereof. Any changes to this Agreement may be amended by mutual consent of the parties hereto in writing.

8.13 This Agreement may be executed in any number of counterparts with the same effect as if all the signing parties had signed the same document. All counterparts shall be construed together and shall constitute the same instrument.

8.14 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.

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[Signature and Acknowledgment Pages to Follow]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed in their respective names by their duly authorized representatives and their respective seals to be hereunder affixed, all as of the date above-written.

DATED: ______________, 2023

CITY OF NEWBURGH

By: ____________________________
Name: Todd Venning
Title: City Manager

DATED: ______________, 2023

NSI SERVICES, INC.

By: ____________________________
Name: [Print Name]
Title: [Print Title]

Acknowledgment Page
Agreement for Contractor Services
City of Newburgh with NSI Services, Inc.

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

On the ____ day of _____________, in the year 20____, before me personally appeared Todd Venning, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or person upon behalf of which the individual acted, executed the instrument.

____
NOTARY PUBLIC

STATE OF ____________)
) ss.:
COUNTY OF ___________)

On the _____ day of ___________, in the year 20____, before me personally appeared ______________________________, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or person upon behalf of which the individual acted, executed the instrument.

____
NOTARY PUBLIC

THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK
[Schedules to Follow]

RESOLUTION NO.: 10 - 2023

OF

JANUARY 23, 2023

A RESOLUTION AUTHORIZING THE CONVEYANCE OF REAL PROPERTY KNOWN AS 221 THIRD STREET (SECTION 22, BLOCK 2, LOT 11) AND 229 THIRD STREET (SECTION 22, BLOCK 2, LOT 7) AT PRIVATE SALE TO HABITAT FOR HUMANITY OF GREATER NEWBURGH, INC.

WHEREAS, the City of Newburgh acquired title to a parcel of real property known as 221 Third Street (Section 22, Block 2, Lot 11) 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 acquired title to a parcel of real property known as 229 Third Street (Section 22, Block 2, Lot 7) by foreclosure *In Rem* pursuant of Article 11 Title 3 of the Real Property Tax Law of the State of New York; and

WHEREAS, pursuant to Section 1166 of the Real Property Tax Law the City may sell properties acquired by foreclosure *In Rem* at private sale; and

WHEREAS, Habitat for Humanity of Greater Newburgh, Inc. ("Habitat") is a well-recognized not-for-profit organization whose goal is to strengthen communities by helping to build houses with families in need; and

WHEREAS, the mission of Habitat is to eliminate poverty housing and make simple, decent houses available through volunteer labor and tax-deductible donations of money and materials; and

WHEREAS, Habitat has submitted a proposal to purchase the 221 Third Street and 229 Third Street (the "Property") for the purpose of developing affordable, homeownership units; and

WHEREAS, Habitat seeks no federal, state or City funding for the restoration of such premises and, therefore, requests that the City sell the Property for a nominal consideration; and

WHEREAS, the City Council has determined that it would be in the best interest of the City of Newburgh, its residents and future development to sell the Property subject to the following conditions:

1. That 221 Third Street will be sold as a single family home, at no profit, constructed in part with sweat equity from the prospective homeowner and financed with affordable, no interest mortgages.

2. That 223 Third Street will be sold as an owner-occupied building, at no profit, constructed in part with sweat equity from the prospective homeowner and financed with an affordable mortgage.

3. That Habitat will rehabilitate, and obtain a Certificate of Occupancy for the Property from the City Building Department within thirty-six (36) months from the date of taking title.

4. A closing will take place on or before July 24, 2023 and upon the re-sale to the owner-occupants, the properties shall become subject to taxation.

5. The property is sold subject to 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. Upon the closing, the properties shall become subject to taxation.

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and is hereby authorized and directed to execute and deliver a deed to sell the properties known as 221 Third Street (Section 22, Block 2, Lot 11) and 229 Third Street (Section 22, Block 2, Lot 7), to Habitat for Humanity of Greater Newburgh, Inc., for the nominal price of one dollar ($1.00), and in consideration of the above listed conditions of sale.

RESOLUTION NO.: ____11____ - 2023

OF

JANUARY 23, 2023

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A SATISFACTION OF MORTGAGE IN CONNECTION WITH A MORTGAGE ISSUED TO MARY KAKNIS FOR THE PREMISES LOCATED AT 285 BROADWAY (SECTION 35, BLOCK 1, LOT 6)

WHEREAS, the Newburgh Community Development Agency ("NCDA") issued a mortgage to Mary Kaknis in the principal sum of $6,070.00 for premises located at 285 Broadway (Section 35, Block 1, Lot 6), dated September 6, 2000, and recorded in the Orange County Clerk's Office on September 12, 2000, in Liber 7968, Page 187; and

WHEREAS, the City of Newburgh is the successor in interest to the NCDA; and

WHEREAS, this Council has determined that issuing and executing a Satisfaction of Mortgage, a copy of which is annexed hereto, is in the best interests of the City of Newburgh;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the City Manager be and he is hereby authorized to execute the attached Satisfaction in connection with a mortgage issued to Mary Kaknis for 285 Broadway.

SATISFACTION OF MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, THAT

The City of Newburgh, as Successor in Interest to the Newburgh Community Development Agency, a municipal corporation with a principal place of business at 83 Broadway, Newburgh, New York 12550;

Does hereby consent that the following mortgage be discharged of record:

MORTGAGE bearing the date of September 6, 2000, made by Mary Kaknis to the Newburgh Community Development Agency, given to secure payment of the principal sum of $6,070.00, and duly recorded in the office of the Orange County Clerk's Office on September 12, 2000, in Liber 7968, Page 187; and

ASSIGNED to the City of Newburgh by an Assignment and Assumption of Mortgage Without Covenant on November 15, 2010, and recorded in the Orange County Clerk's Office on November 22, 2010, in Instrument #20100110033; and

which mortgage has not been further assigned of record.

Dated: January ____, 2023

CITY OF NEWBURGH

____

By: Todd Venning, City Manager
Pursuant to Resolution No.: ____-2023

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

On the ______ day of January, 2023, before me, the undersigned, a Notary Public in and for said State, personally appeared TODD VENNING, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or person upon behalf of which the individual acted, executed the instrument.

____

Notary Public

RECORD & RETURN TO:

ORANGE COUNTY CLERK'S OFFICE RECORDING PAGE
THIS PAGE IS PART OF THE INSTRUMENT – DO NOT REMOVE

TYPE NAME(S) OF PARTY(S) TO DOCUMENT: BLACK INK

MARY KAKNIS

TO

NEWBURGH COMMUNITY DEVELOPMENT AGENCY

285 Broadway
SECTION 35 BLOCK 1 LOT 6

RECORD AND RETURN TO:
(Name and Address)

NEWBURGH COMMUNITY DEVELOPMENT AGENCY
83 BROADWAY, CITY HALL
NEWBURGH, NEW YORK 12550

THERE IS NO FEE FOR THE RECORDING OF THIS PAGE

ATTACH THIS SHEET TO THE FIRST PAGE OF EACH

RECORDED INSTRUMENT ONLY

DO NOT WRITE BELOW THIS LINE

INSTRUMENT TYPE: DEED ____ MORTGAGE ✓ SATISFACTION ____ ASSIGNMENT ____ OTHER ____

PROPERTY LOCATION

- 2089 BLOOMING GROVE (TN)
- 2001 WASHINGTONVILLE (VLG)
- 2289 CHESTER (TN)
- 2201 CHESTER (VLG)
- 2489 CORNWALL (TN)
- 2401 CORNWALL (VLG)
- 2600 CRAWFORD (TN)
- 2800 DEERPARK (TN)
- 3089 GOSHEN (TN)
- 3001 GOSHEN (VLG)
- 3003 FLORIDA (VLG)
- 3005 CHESTER (VLG)
- 3200 GREENVILLE (TN)
- 3489 HAMPTONBURGH (TN)
- 3401 MAYBROOK (VLG)
- 3689 HIGHLANDS (TN)
- 3601 HIGHLAND FALLS (VLG)
- 3889 MINISINK (TN)
- 3801 UNIONVILLE (VLG)
- 4089 MONROE (TN)
- 4001 MONROE (VLG)
- 4003 HARRIMAN (VLG)
- 4005 KIRYAS JOEL (VLG)
- 4289 MONTGOMERY (TN)
- 4201 MAYBROOK (VLG)
- 4203 MONTGOMERY (VLG)
- 4205 WALDEN (VLG)
- 4489 MOUNT HOPE (TN)
- 4401 OTISVILLE (VLG)
- 4600 NEWBURGH (TN)
- 4800 NEW WINDSOR (TN)
- 5089 TUXEDO (TN)
- 5001 TUXEDO PARK (VLG)
- 5200 WALLKILL (TN)
- 5489 WARWICK (TN)
- 5401 FLORIDA (VLG)
- 5403 GREENWOOD LAKE (VLG)
- 5405 WARWICK (VLG)
- 5600 WAWAYANDA (TN)
- 5889 WOODBURY (TN)
- 5801 HARRIMAN (VLG)

CITIES

- 0900 MIDDLETOWN
- ✓ 1100 NEWBURGH
- 1300 PORT JERVIS

- 9999 HOLD

NO. PAGES 5 CROSS REF ____
CERT. COPY ____ AFFT. ____

PAYMENT TYPE: CHECK ____
CASH ____
CHARGE ✓
NO FEE ____

CONSIDERATION $ ____
TAX EXEMPT ____

MORTGAGE AMT $ 6,070.00
DATE 9/6/00

MORTGAGE TYPE:

- (A) COMMERCIAL
- (B) 1 OR 2 FAMILY
- (C) UNDER $10,000.
- ✓ (E) EXEMPT
- (F) 3 TO 6 UNITS
- (I) NAT.PERSON/CR.UNION
- (J) NAT.PER-CR.UN/I OR 2
- (K) CONDO

RECEIVED FROM: City Newburgh

Donna L. Benson
DONNA L. BENSON
Orange County Clerk

LIBER 7968 PG 187

LIBER 7968 PAGE 187
ORANGE COUNTY CLERKS OFFICE 50735 LMS
RECORDED/FILED 09/12/2000 01:55:33 PM
FEES 20.00
SERIAL NUMBER: CR006697
MTG CNTL NO 20603 MTAX .00

285 Broadway
Section 35, Block 1, Lot 6

THIS BOND AND MORTGAGE, made the 6th day of September , ~~nineteen hundred and~~ 2000.

BETWEEN MARY KAKNIS, residing at 173 Robinson Avenue, Newburgh, New York 12550

herein referred to as the mortgagor,

and NEWBURGH COMMUNITY DEVELOPMENT AGENCY, an urban renewal agency organized and existing under the laws of the State of New York with its principal office for the transaction of business located at 83 Broadway, City of Newburgh, Orange County, New York

herein referred to as the mortgagee,

WITNESSETH, that the mortgagor, does hereby acknowledge himself to be indebted to the mortgagee in the sum of SIX THOUSAND SEVENTY DOLLARS and 00/100-------------- ($ 6,070.00) Dollars lawful money of the United States, which the mortgagor does hereby agree and bind himself to repay to the mortgagee as follows:

a) If within 1 year from the date of this instrument-100% of the amount
b) If within 2 years from the date of this instrument-90% of the amount
c) If within 3 years from the date of this instrument-80% of the amount
d) If within 4 years from the date of this instrument-70% of the amount
e) If within 5 years from the date of this instrument-60% of the amount
f) If within 6 years from the date of this instrument-50% of the amount
g) If within 7 years from the date of this instrument-40% of the amount
h) If within 8 years from the date of this instrument-30% of the amount
i) If within 9 years from the date of this instrument-20% of the amount
j) If within 10 years from the date of this instrument-10% of the amount
k) After 10 years from the date of this instrument, if the mortgagor has otherwise complied with the terms hereof and has not sold, conveyed, or transferred title to the subject property or any part thereof, the loan herein shall become a grant and there shall be no obligation on the mortgagor to pay any part thereof.

to secure the payment of which the mortgagor hereby mortgages to the mortgagee ALL that certain plot, piece or parcel of land, situate, lying and being in the City of Newburgh, County of Orange, and State of New York, known as No. 285 Broadway, Newburgh, New York and more particularly bounded and described as follows:

BEGINNING at a point on the southerly line of Broadway distant 240.5 feet east of the intersection of the southerly line of Broadway with the easterly line of Robinson Avenue, said point being the center of a partitioned wall between the buildings on the premises described herein and the building on the premises adjoining on the west, said point being also the northeasterly corner of lands conveyed by Gearn to Donato; thence southerly through the center of said partition wall and on the same line extended for 90 feet, thence easterly parallel with Broadway 25 feet 4 inches to a point; thence northerly and running partly through the center of an alley 90 feet to the southerly line of Broadway and thence westerly along the southerly line of Broadway for 25 feet 2½ inches to the point or place of BEGINNING.

BEING the same premises described in a certain deed dated July 20, 2000 from Mary Kaknis as Executrix under the last will and testament of James Kaknis, late of Orange County, who died on the 27th day of August, nineteen hundred and seventy-three to Mary Kaknis and recorded in the Orange County Clerk's Office on July 25, 2000, in Liber 5336 at Page 31.

LIBER 7968 PG 188

TOGETHER with all right, title and interest, if any, of the mortgagor of, in and to any streets and roads abutting the above-described premises to the center lines thereof.

TOGETHER with all fixtures and articles of personal property now or hereafter attached to, or contained in and used in connection with, said premises, including but not limited to all apparatus, machinery, plumbing, heating, lighting and cooking fixtures, fittings, gas ranges, bathroom and kitchen cabinets, ice boxes, refrigerators, food freezers, air-conditioning fixtures and units, pumps, awnings, shades, screens, storm sashes, aerials, plants and shrubbery.

TOGETHER with any and all awards heretofore and hereafter made to the present and all subsequent owners of the mortgaged premises by any governmental or other lawful authorities for taking by eminent domain the whole or any part of said premises or any easement therein, including any awards for any changes of grade of streets, which said awards are hereby assigned to the holder of this bond and mortgage, who is hereby authorized to collect and receive the proceeds of any such awards from such authorities and to give proper receipts and acquittances therefor, and to apply the same toward the payment of the amount owing on account of this bond and mortgage, notwithstanding the fact that the amount owing hereon may not then be due and payable; and the said mortgagor hereby covenants and agrees, upon request, to make, execute and deliver any and all assignments and other instruments sufficient for the purpose of assigning the aforesaid awards to the holder of this bond and mortgage, free, clear and discharged of any and all encumbrances of any kind or nature whatsoever.

AND the mortgagor covenants with the mortgagee as follows:

1. That the mortgagor will pay the indebtedness as hereinbefore provided.
2. That the mortgagor will keep the buildings on the premises insured against loss by fire for the benefit of the mortgagee; that he will assign and deliver the policies to the mortgagee; and that he will reimburse the mortgagee for any premiums paid for insurance made by the mortgagee on the mortgagor's default in so insuring the buildings or in so assigning and delivering the policies.
3. That no building on the premises shall be removed or demolished without the consent of the mortgagee.
4. That the whole of said principal sum and interest shall become due at the option of the mortgagee: after default in the payment of any instalment of principal or of interest for twenty days; or after default in the payment of any tax, water rate, sewer rent or assessment for thirty days after notice and demand; or after default after notice and demand either in assigning and delivering the policies insuring the buildings against loss by fire or in reimbursing the mortgagee for premiums paid on such insurance, as hereinbefore provided; or after default upon request in furnishing a statement of the amount due on the bond and mortgage and whether any offsets or defenses exist against the mortgage debt, as hereinafter provided.
5. That the holder of this bond and mortgage, in any action to foreclose it, shall be entitled to the appointment of a receiver.
6. That the mortgagor will pay all taxes, assessments, sewer rents or water rates, and in default thereof, the mortgagee may pay the same.
7. That the mortgagor within six days upon request in person or within fifteen days upon request by mail will furnish a written statement duly acknowledged of the amount due on this bond and mortgage and whether any offsets or defenses exist against the mortgage debt.
8. That notice and demand or request may be in writing and may be served in person or by mail.
9. That the mortgagor warrants the title to the premises.
10. That the mortgagor will, in compliance with Section 13 of the Lien Law, receive the advances secured hereby and will hold the right to receive such advances as a trust fund to be applied first for the purpose of paying the cost of the improvement and will apply the same first to the payment of the cost of the improvement before using any part of the total of the same for any other purpose.
11. That fire insurance policies which are required by paragraph No. 2 above shall contain the usual extended coverage endorsement; in addition thereto the mortgagor, within thirty days after notice and demand will keep the buildings on the premises insured against loss by other insurable hazards for the benefit of the mortgagee, as may reasonably be required by the mortgagee; that he will assign and deliver the policies to the mortgagee; and that he will reimburse the mortgagee for any premiums paid for insurance made by the mortgagee on the mortgagor's default in so insuring or in so assigning and delivering the policies. The provisions of subdivision 4, of Section 254 of the Real Property Law, with reference to the construction of the fire insurance clause, shall govern the construction of this clause so far as applicable.
12. That in case of a sale, said premises, or so much thereof as may be affected by this bond and mortgage, may be sold in one parcel.
13. That in the event of any default in the performance of any of the terms, covenants or agreements herein contained, it is agreed that the then owner of the mortgaged premises, if he is the occupant of said premises or any part thereof, shall immediately surrender possession of the premises so occupied to the holder of this bond and mortgage, and if such occupant is permitted to remain in possession, the possession shall be as tenant of the holder of this bond and mortgage and such occupant shall, on demand, pay monthly in advance to the holder of this bond and mortgage a reasonable rental for the space so occupied and in default thereof, such occupant may be dispossessed by the usual summary proceedings. In case of foreclosure and the appointment of a receiver of rents, the covenants herein contained may be enforced by such receiver.

14. That the whole of said principal sum shall become due at the option of the mortgagee after default for thirty days after notice and demand, in the payment of any instalment of any assessment for local improvements heretofore or hereafter laid, which is or may become payable in annual instalments and which has affected, now affects or hereafter may affect the said premises, notwithstanding that such instalment be not due and payable at the time of such notice and demand, or upon the failure to exhibit to the mortgagee, within thirty days after demand, receipts showing payment of all taxes, assessments, water rates, sewer rents and any other charges which may have become a prior lien on the mortgaged premises.

15. That the whole of said principal sum shall become due at the option of the mortgagee, if the buildings on said premises are not maintained in reasonably good repair, or upon the failure of any owner of said premises to comply with the requirement of any governmental department claiming jurisdiction within three months after an order making such requirement has been issued by any such department.

16. That in the event of the passage after the date of this mortgage of any law of the State of New York, deducting from the value of land for the purposes of taxation any lien thereon, or changing in any way the laws for the taxation of mortgages or debts secured by mortgage for state or local purposes, or the manner of the collection of any such taxes, so as to affect this bond and mortgage, the holder of this bond and mortgage and of the debt which it secures, shall have the right to give thirty days' written notice to the owner of the mortgaged premises requiring the payment of the mortgage debt. If such notice be given the said debt shall become due, payable and collectible at the expiration of said thirty days.

17. That the whole of said principal sum shall immediately become due at the option of the mortgagee, if the mortgagor shall assign the rents or any part of the rents of the mortgaged premises without first obtaining the written consent of the mortgagee to such assignment, or upon the actual or threatened demolition or removal of any building erected or to be erected upon said premises.

18. That if any action or proceeding be commenced (except an action to foreclose this bond and mortgage or to collect the debt secured thereby), to which action or proceeding the holder of this bond and mortgage is made a party, or in which it becomes necessary to defend or uphold the lien of this mortgage, all sums paid by the holder of this bond and mortgage for the expense of any litigation to prosecute or defend the rights and lien created by this bond and mortgage (including reasonable counsel fees), shall be paid by the mortgagor, together with interest thereon at the rate of six per cent. per annum, and any such sum and the interest thereon shall be a lien on said premises, prior to any right, or title to, interest in or claim upon said premises attaching or accruing subsequent to the lien of this mortgage, and shall be deemed to be secured by this bond and mortgage. In any action or proceeding to foreclose this mortgage, or to recover or collect the debt secured thereby, the provisions of law respecting the recovering of costs, disbursements and allowances shall prevail unaffected by this covenant.

19. That the whole of said principal sum shall immediately become due at the option of the mortgagee upon any default in keeping the buildings on said premises insured as required by paragraph No. 2 or paragraph No. 11 hereof, or if after application by any holder of this bond and mortgage to two or more fire insurance companies lawfully doing business in the State of New York and issuing policies of fire insurance upon buildings situate in the place where the mortgaged premises are situate, the companies to which such application has been made shall refuse to issue such policies, or upon default in complying with the provisions of paragraph No. 11 hereof, or upon default, for five days after notice and demand, either in assigning and delivering to the mortgagee the policies of fire insurance or in reimbursing the mortgagee for premiums paid on such fire insurance as hereinbefore provided in paragraph No. 2 hereof.

20. The mortgagor shall, upon the property being found in violation of any building, housing, plumbing, electrical, fire, or other code of the City of Newburgh and the violation remaining unrectified thirty (30) days after notice from the City, immediatley pay to the mortgagee the full principal amount of the note.

If more than one person joins in the execution of this instrument, and if any of the feminine sex, or if this instrument is executed by a corporation, the relative words herein shall be read as if written in the plural, or in the feminine or neuter gender, as the case may be, and the words "mortgagor" and "mortgagee" where used herein shall be construed to include their and each of their heirs, executors, administrators, successors and assigns.

This bond and mortgage may not be changed orally.

IN WITNESS WHEREOF, this bond and mortgage has been duly executed by the mortgagor.

IN PRESENCE OF:

Mary Kakris (L.S.)
MARY KAKNIS

LIBER 7968 PG 190

STATE OF NEW YORK
COUNTY OF } ss.:

On the day of 19 ,
before me came

to me known to be the individual described in, and who executed the foregoing instrument, and acknowledged that he executed the same.

STATE OF NEW YORK
COUNTY OF } ss.:

On the day of 19 ,
before me came

to me known to be the individual described in, and who executed the foregoing instrument, and acknowledged that he executed the same.

STATE OF NEW YORK
COUNTY OF } ss.:

On the day of 19 ,
before me came
to me known, who, being by me duly sworn, did depose and say that he resides at No.

in

; that he is the
of
the corporation described in and which executed, the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of
of said corporation; and that he signed h name thereto by like order.

STATE OF NEW YORK
COUNTY OF } ss.:

On the day of 19 ,
before me came
the subscribing witness to the foregoing instrument, with whom I am personally acquainted, who, being by me duly sworn, did depose and say that he resides at

in , that he knows

to be the individual described in, and who executed, the foregoing instrument; that he, said subscribing witness, was present and saw execute the same; and that he, said witness, at the same time subscribed name as witness thereto.

No.

MARY KAKNIS

TO

NEWBURGH COMMUNITY DEVELOPMENT AGENCY

Bond and Mortgage

Dated, September 6, 2000, ~~19~~XX

Amount, $ 6,070.00

Due, 19

Int. Payable

The land affected by the within instrument lies
in City of Newburgh, Orange County, NY

Record and return to

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

On the 6th day of September in the year 2000, before me, the undersigned, a Notary Public (Commissioner of Deeds) in and for said State, personally appeared Mary Kaknis, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies) and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted; executed the instrument.

Luz M. Mahoney
NOTARY
LUZ M. MAHONEY
Commissioner of Deeds
City of Newburgh, NY
Commission Expires Dec. 31, 20 00

C:\My Documents\OCAckfrm.doc

RESOLUTION NO.: __12____-2023

OF

JANUARY 23, 2023

A RESOLUTION AUTHORIZING THE EXECUTION OF A RELEASE OF RESTRICTIVE COVENANTS AND RIGHT OF RE-ENTRY FROM A DEED ISSUED TO THE REGIONAL ECONOMIC COMMUNITY ACTION PROGRAM, INC. TO THE PREMISES KNOWN AS 179 RENWICK STREET (SECTION 45, BLOCK 10, LOT 7)

WHEREAS, on May 12, 2008, the City of Newburgh conveyed property located at 179 Renwick Street, being more accurately described on the official Tax Map of the City of Newburgh as Section 45, Block 10, Lot 7, to the Regional Economic Community Action Program, Inc. ("RECAP"); and

WHEREAS, RECAP, by its title insurance agent, has requested a release of the restrictive covenants contained in the deed from the City of Newburgh; and

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

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

RELEASE OF COVENANTS AND
RIGHT OF RE-ENTRY

KNOWN ALL PERSONS BY THESE PRESENTS, that the City of Newburgh, a municipal corporation organized and existing under the Laws of the State of New York, and having its principal office at City Hall, 83 Broadway, Newburgh, New York 12550, in consideration of TEN ($10.00) DOLLARS lawful money of the United States and other good and valuable consideration, receipt of which is hereby acknowledged, does hereby release and forever quitclaim the premises described as 179 Renwick Street, Section 45, Block 10, Lot 7 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 May 12, 2008, from THE CITY OF NEWBURGH to REGIONAL ECONOMIC COMMUNITY ACTION PROGRAM, INC., recorded in the Orange County Clerk's Office on May 23, 2008, in Liber 12672, Page 80 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: ____________________, 2023

THE CITY OF NEWBURGH

By: ________________________________
Todd Venning, City Manager
Pursuant to Res. No.: ______-2023

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

On the ____ day of January in the year 2023, 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.: 13 -2023

OF

JANUARY 23, 2023

A RESOLUTION AUTHORIZING THE EXECUTION OF A RELEASE OF RESTRICTIVE COVENANTS AND RIGHT OF RE-ENTRY FROM A DEED ISSUED TO THE REGIONAL ECONOMIC COMMUNITY ACTION PROGRAM, INC. TO THE PREMISES KNOWN AS 181 RENWICK STREET (SECTION 45, BLOCK 10, LOT 6)

WHEREAS, on May 12, 2008, the City of Newburgh conveyed property located at 181 Renwick Street, being more accurately described on the official Tax Map of the City of Newburgh as Section 45, Block 10, Lot 6, to the Regional Economic Community Action Program, Inc. ("RECAP"); and

WHEREAS, RECAP, by its title insurance agent, has requested a release of the restrictive covenants contained in the deed from the City of Newburgh; and

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

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

RELEASE OF COVENANTS AND
RIGHT OF RE-ENTRY

KNOWN ALL PERSONS BY THESE PRESENTS, that the City of Newburgh, a municipal corporation organized and existing under the Laws of the State of New York, and having its principal office at City Hall, 83 Broadway, Newburgh, New York 12550, in consideration of TEN ($10.00) DOLLARS lawful money of the United States and other good and valuable consideration, receipt of which is hereby acknowledged, does hereby release and forever quitclaim the premises described as 181 Renwick Street, Section 45, Block 10, Lot 6 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 May 12, 2008, from THE CITY OF NEWBURGH to REGIONAL ECONOMIC COMMUNITY ACTION PROGRAM, INC., recorded in the Orange County Clerk's Office on May 23, 2008, in Liber 12672, Page 75 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: ________________, 2023

THE CITY OF NEWBURGH

By: ______________________________
Todd Venning, City Manager
Pursuant to Res. No.: _____-2023

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

On the ____ day of January in the year 2023, 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.: ____14____ - 2023

OF

JANUARY 23, 2023

A RESOLUTION APPROVING A SALES TAX AGREEMENT EXTENSION BETWEEN THE COUNTY OF ORANGE AND THE CITIES OF NEWBURGH, MIDDLETOWN AND PORT JERVIS FOR 2023 THROUGH 2026

WHEREAS, the County of Orange has imposed a Sales and Compensating Use Tax pursuant to the authority granted to the County by the State of New York; and

WHEREAS, Article 28 and 29 of the Tax Law of the State of New York authorize cities to impose their own Sales and Compensating Use Taxes, subject to certain priorities and preemptive rights set forth in the Tax Law of the State of New York; and

WHEREAS, the County of Orange and the Cities of Newburgh, Middletown and Port Jervis have previously agreed upon a plan of distribution for the Orange County Sales and Compensating Use Tax for the period of March 1, 2011 to February 29, 2016; and

WHEREAS, the County of Orange and the Cities of Newburgh, Middletown and Port Jervis have previously agreed upon a plan of distribution for the Orange County Sales and Compensating Use Tax for the period of March 1, 2016 to February 28, 2021; and

WHEREAS, the County of Orange and the Cities of Newburgh, Middletown and Port Jervis have previously agreed upon a plan of distribution for the Orange County Sales and Compensating Use Tax for the period of March 1, 2021 to February 28, 2023; and

WHEREAS, the County of Orange and the Cities of Newburgh, Middletown and Port Jervis have now agreed upon a plan of distribution for the Orange County Sales and Compensating Use Tax for the period of March 1, 2023 to February 28, 2026;

NOW, THEREFORE, BE IT RESOLVED, that the City Manager of the City of Newburgh is hereby authorized and directed to enter into and sign on behalf of the City of Newburgh the attached agreement for the distribution of the Orange County Sales and Compensating Use Tax for the period of March 1, 2023 to February 28, 2026 in the form agreed to by all the parties; and

BE IT FURTHER RESOLVED, that the City of Newburgh agrees not to preempt the County Sales and Compensating Use Tax during the term of the agreement.

THE COUNTY OF ORANGE SALES & COMPENSATING USE TAX SHARING AGREEMENT

THIS AGREEMENT is made this ____ day of January 2023, by and among THE COUNTY OF ORANGE, and THE CITY OF NEWBURGH, THE CITY OF MIDDLETOWN AND THE CITY OF PORT JERVIS (the three cities are collectively referred to herein as the "CITIES"), all municipal corporations organized and existing by virtue of the laws of the State of New York.

WHEREAS, Article 29 of the Tax Law of the State of New York authorizes certain municipalities to impose certain taxes on retail sales and other similar transactions and compensating use taxes as therein specified, to be administered by the New York State Tax Commission, and further provides certain priorities and preemptive rights, and

WHEREAS, THE COUNTY OF ORANGE, by virtue of New York State law, including, but not limited to, NY Tax Law §1210(i)(35), has imposed a sales and compensating use tax that, as of the time of this Agreement, is three and three-quarters percent (3¾%), and

WHEREAS, over many years there have been a series of agreements among the parties hereto to provide for the sharing of the net sales and compensating use tax monies received by THE COUNTY OF ORANGE among the three cities as parties to such agreements, as well as the various Towns and Villages not parties to such agreements (receiving same as third-party beneficiaries to such agreements), the last of such agreements expiring by its terms on February 28, 2023, and

WHEREAS, the parties hereto agree that for due and sufficient consideration acknowledged by them, they desire to enter into and execute this Agreement and be bound by the terms hereof, and

WHEREAS, by resolutions duly adopted by the governing bodies of each party hereto, the parties have agreed upon a plan whereby THE COUNTY OF ORANGE will share with the CITIES the net sales and compensating use taxes it receives in such proportions as set forth below and agreed upon by the respective elective governing bodies of the parties, as provided and authorized in NY Tax Law § 1262(c), and

WHEREAS, the Charters, laws and resolution adopted by the governing bodies of each of the parties hereto authorizes the Chief Elected Official or the Chief Executive Officer of their respective municipalities to execute this Agreement on behalf of each of them,

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto mutually covenant and agree as follows:

1. THE COUNTY OF ORANGE, during the term of this Agreement, shall continue to impose the taxes described in NY Tax Law § 1210(a), to the extent it is authorized by New York State to do so, at a rate of three percent (3%) or at a greater rate that may be authorized by the State of New York (presently three and three-quarters percent [3¾ %]), subject to the terms herein below.
2. The term of this Agreement shall commence on March 1, 2023 and terminate on February 28, 2026.
3. The implementation of the distribution formula contained herein and the distribution of the respective portion of the net sales and compensating use taxes received by THE COUNTY OF ORANGE with the municipalities as set forth herein are contingent upon the CITIES, and each of them, hereby agreeing to and actually forbearing from preempting the sales and compensating use taxes imposed by THE COUNTY OF ORANGE during the period of this Agreement. By entering into this Agreement each

of the CITIES agrees to refrain from imposing any sales and compensating use taxes otherwise authorized by NY Tax Law § 1210, or elsewhere, except that the CITIES can impose sales taxes described in NY Tax Law § 1105(b) and related compensating use taxes in NY Tax Law § 1110, as authorized by NY Tax Law § 1210(b), which a city has a prior right to impose pursuant to NY Tax Law § 1224(b)(1).

4. The CITY OF NEWBURGH has, by Charter, law and/or by resolution, duly adopted by the Common Council of the City of Newburgh, authorized its City Manager to execute this Agreement and has also agreed not to preempt the sales and compensating use taxes imposed by THE COUNTY OF ORANGE during the term of this Agreement. The CITY OF MIDDLETOWN has, by Charter, law and/or by resolution, duly adopted by the Common Council of the City of Middletown, authorized its Mayor to execute this Agreement and has also agreed not to preempt the sales and compensating use taxes imposed by THE COUNTY OF ORANGE during the term of this Agreement. The CITY OF PORT JERVIS has, by Charter, law and/or by resolution, duly adopted by the Common Council of the City of Port Jervis, authorized its Mayor to execute this Agreement and has also agreed not to preempt the sales and use taxes imposed by THE COUNTY OF ORANGE during the term of this Agreement. Notwithstanding the foregoing, each of the CITIES is empowered to preempt the sales and compensating use tax by imposing the sales taxes described in NY Tax Law §1105(b) and related compensating use taxes in NY Tax Law § 1110, as authorized by NY Tax Law § 1210(b), which a city has a prior right to impose pursuant to NY Tax Law § 1224(b)(1).

5. The distributions to be made by the County hereunder are to be based upon the sales and compensating use tax monies received by THE COUNTY OF ORANGE (presently

at the rate of three and three-quarters [3¾%]), less the expenses of the Commissioner of Taxation and Finance for administration and collection and amounts withheld for refunds. The expenses of the Commissioner of Taxation and Finance and amounts withheld for refunds shall be deducted from the gross receipts prior to the payment to THE COUNTY OF ORANGE by the New York State Comptroller, pursuant to NY Tax Law § 1261 or other applicable law, and the remainder shall be the "net collections" of THE COUNTY OF ORANGE as such term is defined in NY Tax Law § 1262(f).

6. For the term of this Agreement, the net collections of the sales and compensating use taxes imposed by THE COUNTY OF ORANGE shall be retained by THE COUNTY OF ORANGE or allocated and disposed of as follows:

   A. THE COUNTY OF ORANGE shall retain for purposes of THE COUNTY OF ORANGE seventy-three and six hundred sixteen thousandths percent (73.616%) of the above described net collections.

   B. THE COUNTY OF ORANGE shall allocate and distribute twenty-six and three hundred eighty-four thousandths percent (26.384%) of the above described net collections to the CITIES, Town and Villages as follows:

      1. Thirty-two and five hundred twenty-five thousandths percent (32.525%) thereof to the CITIES as provided below.

      2. Sixty-seven and four hundred seventy-five thousandths percent (67.475%) thereof to the Towns and Villages as provided below.

   C. For the term of this Agreement, the amount to be distributed to the three CITIES (32.525% of the 26.384% of net collections of sales and compensating use taxes received by THE COUNTY OF ORANGE) shall be divided among them according to the following percentages of the noted 32.525%:

NEWBURGH	42.451%
MIDDLETOWN	44.640%
PORT JERVIS	12.909%

D. Said percentages, as they relate to the relative populations as reflected in the 2020 Census, have been confirmed by the Finance Department of THE COUNTY OF ORANGE. It has been agreed to among the CITIES, and consented to by THE COUNTY OF ORANGE, that the above percentages for each of the CITIES shall be adjusted in future years and future agreements in accordance with the relative adjustments in the population of each of the CITIES, as evidenced in each of the future United States decennial census population data or special population census taken pursuant to NY General Municipal Law § 20 completed and published prior to the end of the quarter for which the allocation is made, which special census must include the entire area of THE COUNTY OF ORANGE..

E. The monies allocated to the Towns located within THE COUNTY OF ORANGE shall be divided among them based upon their respective populations, determined in accordance with the latest decennial federal census or special population census taken pursuant to NY General Municipal Law § 20 completed and published prior to the end of the quarter for which the allocation is made, which special census must include the entire area of THE COUNTY OF ORANGE. Provided, where a village located within THE COUNTY OF

ORANGE elects a direct cash payment provided for in NY Tax Law § 1262(c), the amount to be paid to such village shall be determined by the ratio that the population of such village or portion thereof within a town in which such village is located bears to the total population of the entire town, determined in accordance with the latest decennial federal census or special population census taken pursuant to NY General Municipal Law § 20 completed and published prior to the end of the quarter for which the allocation is made, which special census must include the entire area of THE COUNTY OF ORANGE, except that if the Village of Highland Falls elects a direct cash payment as provided in the second to last unnumbered paragraph of NY Tax Law § 1262(c), the amount to be paid to it shall be determined by the ratio that the full valuation of real property in the Village bears to the full valuation of the entire Town of Highlands.

7. The amounts to be allocated to the CITIES, Towns and Villages shall be calculated quarterly during the term of the Agreement, based upon the net amount of sales and compensating use tax revenue as described herein and received by THE COUNTY OF ORANGE during the previous quarter.
8. The distributions to the municipalities under this Agreement will be made on or about the 30th day of January, April, July and October of each year covered by this Agreement. The first such payment shall be made on or about April 30, 2023.
9. It is the present intention of the parties hereto that they renegotiate a continuation of this Agreement in the future. The parties therefor agree to commence negotiations for a new agreement on or about November 1, 2024. In the event a renegotiated agreement

or such other agreement is not reached on or before June 1, 2025, then any of the CITIES that are parties to this Agreement shall notify THE COUNTY OF ORANGE pursuant to NY Tax Law § 1223 of its intention to adopt legislation imposing a City Sales Tax as permitted by law, such tax to become effective as of March 1, 2026. The purpose of this clause is to enable the CITIES to collect a continuous stream of revenue from THE COUNTY OF ORANGE to the end of the term of this Agreement with minimal interruption.

10. The parties are aware, as set forth above, that the present sales and compensating use tax rate is three and three-quarter percent (3¾%). Notwithstanding anything to the contrary provided elsewhere in this Agreement, if the present 3¾% sales and compensating use tax rate ("rate") is ever changed, then the reduced or increased rate shall be immediately substituted for the 3¾% rate presently in effect (or any rate then presently in effect) and the sharing formula set forth in paragraph "6" above shall be adjusted to reflect the new rate. For example, if the rate were reduced from the present 3¾% to 3%, then the CITIES and Towns would receive 26.384% of the net collections, as noted above, from the 3% rate, and if the rate increased from the present 3¾% rate to 4%, then the CITIES and Towns would receive 26.384% of net collections, as noted above, from the 4% rate, all less any administrative or other costs as described above. Villages may receive their respective shares as otherwise provided for herein and in applicable State law. Net collections from such additional or lesser rates that are not required to be paid to the CITIES, Town and Villages as described herein shall be retained by THE COUNTY OF ORANGE for its own purposes.

11. In the event New York State assumes responsibility for funding or paying out of State funds THE COUNTY OF ORANGE's Medicaid expenses, or in the event there is any other action taken by the State of New York whereby the State assumes a responsibility and an expense of THE COUNTY OF ORANGE and in exchange therefore the State retains a portion of THE COUNTY OF ORANGE's net collections that are the subject of this Agreement, the rights of the parties will be affected pursuant to the terms of this paragraph. If the expense of THE COUNTY OF ORANGE for any program taken over by the State of New York equals or exceeds the amount such net collections of THE COUNTY OF ORANGE retained by the State of New York, then THE COUNTY OF ORANGE shall continue to distribute to the other municipalities the same 26.384% of the sales tax revenue generated by the three percent (3%) tax even though THE COUNTY OF ORANGE may no longer be receiving its 76.616% of the original amount of such revenues. If THE COUNTY OF ORANGE's expense for any such program taken over by the State is less than the amount of THE COUNTY OF ORANGE's net collections retained by the State of New York, then the net loss suffered by THE COUNTY OF ORANGE shall be shared by THE COUNTY OF ORANGE, the CITIES and the Towns and Villages in the same proportion as that by which the revenues are retained and distributed.

12. In the event that any of the CITIES or a Town or a Village incurs a monetary debt or obligation to THE COUNTY OF ORANGE, and said debt or obligation remains outstanding for one year after it has become due and owing to THE COUNTY OF ORANGE following good faith discussions with THE COUNTY OF ORANGE to satisfy the debt or obligation, then THE COUNTY OF ORANGE is authorized herein

to deduct an amount equal to such outstanding amount of such debt or obligation, to include statutory interest and penalties, if applicable, from that municipality's share of the net collections of THE COUNTY OF ORANGE due that municipality as provided in this Agreement. Such deductions shall be from the payment(s) scheduled to be made next following the above-referenced one year anniversary of the date the debt or obligation accrued, and from each successive share otherwise due to the municipality until the debt or obligation has been paid in full. A municipality may request that the payments be paid in installments for a period not to exceed three years, which request shall not be unreasonably denied.

13. The parties desire to express their intent to continue the terms of the prior agreement to this Agreement (the one in existence at the time this Agreement is entered into) and in the event an interpretation of this Agreement is necessary, the prior agreement reference in the third "WHEREAS" clause of this Agreement shall be used to interpret the intentions of the parties hereto, to the extent necessary and with the understanding that some of the terms of this Agreement may have been intentionally modified by the parties to have a different intent than the prior agreement. The changes to this Agreement in comparison to the prior agreement are intended to recognize, among other things, THE COUNTY OF ORANGE's current sales and compensating use tax rate of 3¾%, *i.e.*, the rate of THE COUNTY OF ORANGE, not including the New York State rate or the rate imposed as a result of being in the Metropolitan Commuter Transportation District. The changes in this Agreement are also intended to develop a continency in the event THE COUNTY OF ORANGE rate ever changes (either by increase or decrease) from the present rate of 3¾% to ensure that the parties respective

percentage shares of the rate, whatever that may be, and whatever such rate actually is, are continued as the same percentage of any new rate, except as otherwise provided in this Agreement.

14. The parties further agree to submit this Agreement for any necessary approvals by the State of New York or any officer, agency, or department thereof, and if it is not so approved the parties shall expeditiously renegotiate this Agreement to the extent necessary, leaving as is any provision of this Agreement which would be valid, or which was not disapproved, as being to continue in full force and effect for a period of one year pending such renegotiation.
15. This Agreement may be signed in counterparts, and facsimile signatures shall be considered valid and binding.

IN WITNESS HEREOF, the parties have hereunto set their hands, and seals if so affixed, on the day and year as set forth below.

THE COUNTY OF ORANGE	CITY OF NEWBURGH
BY: ______________________	BY: ______________________
Hon. Steven M. Neuhaus, County Executive	Hon. Todd Venning, City Manager
CITY OF MIDDLETOWN	CITY OF PORT JERVIS
BY: ______________________	BY: ______________________
Hon. Joseph M. DeStefano, Mayor	Hon. Kelly B. Decker, Mayor

RESOLUTION NO.: ____15____-2023

OF

JANUARY 23, 2023

A RESOLUTION AUTHORIZING THE SALE OF A POLICE DOG TO POLICE OFFICER JOSEPH PALERMO

WHEREAS, by Resolution No. 174-2014 of July 14, 2014, the City Council of the City of Newburgh adopted a Surplus Property Disposition Policy and Procedure; and

WHEREAS, Section V of the Surplus Property Disposition Policy and Procedure provides that surplus police dogs shall be sold at private sale as set forth in Section 97-3(B) of the Code of Ordinances of the City of Newburgh; and

WHEREAS, a police dog named "Brix" has been retired and is no longer in service to the City of Newburgh Police Department and this Council finds that selling the police dog to the police officer handler is 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 the attached agreement between the City of Newburgh and Police Officer Joseph Palermo for the purchase of a police dog named "Brix" be and the same is hereby approved and the City Manager is authorized and directed to sign the same.

THIS AGREEMENT, made this ______ day of ____________, two thousand twenty-three

BETWEEN:

THE CITY OF NEWBURGH, a municipal corporation of the State of New York, hereinafter called the "Seller," and

JOSEPH PALERMO, residing at ________________________________, New York, hereinafter called the "Purchaser."

WITNESSETH

WHEREAS, the City of Newburgh has no further use for the dog Brix and is willing to sell, assign and transfer ownership of said dog Brix to Police Officer Joseph Palermo, the above-named purchaser; and

WHEREAS, Joseph Palermo is willing to purchase and care for and take title to said dog Brix.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties hereto do hereby agree as follows:

1. That the Seller, the City of Newburgh, hereby transfers the title to the police work dog Brix to the Purchaser, Joseph Palermo, for the sum of One ($1.00) Dollar.
2. That the Purchaser hereby agrees that he will not use the terms police work dog, police dog, police canine or the City of Newburgh Police Department in any manner, shape or form.
3. The Purchaser hereby further accepts full responsibility for any and all injuries and/or damage that said dog Brix may cause or inflict upon any person, persons or property from the effective date of this Agreement.
4. The Purchaser further agrees that in the event that any claim or action is brought or made against the City of Newburgh by reasons of any act of said dog from the effective date of this Agreement, he will personally save the City of Newburgh harmless for any loss, cost or expense that the City may have, including reasonable attorney's fees, as a result of any claim or action brought against the City of Newburgh or any of its departments for an injury or damage the said dog Brix may cause.

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THE CITY OF NEWBURGH

BY: ______________________

TODD VENNING
City Manager

PURCHASER

BY: ______________________

JOSEPH PALERMO

APPROVED AS TO FORM:

____

MICHELLE KELSON
Corporation Counsel

____

JANICE GASTON
City Comptroller

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

On the _______ day of _____________ in the year 2023, 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 2023, before me, the undersigned, a Notary Public in and for said State, personally appeared JOSEPH PALERMO, 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.: ___16___-2023

OF

JANUARY 23, 2023

A RESOLUTION APPROVING THE CONSENT JUDGMENT AND AUTHORIZING THE CITY MANAGER TO SIGN SUCH CONSENT JUDGMENT IN CONNECTION WITH THE TAX CERTIORARI PROCEEDINGS AGAINST THE CITY OF NEWBURGH IN THE ORANGE COUNTY SUPREME COURT BEARING ORANGE COUNTY INDEX NOS. EF003929-2020, EF005236-2021 and EF004211-2022 INVOLVING SECTION 29, BLOCK 1, LOT 1.1 (KOLT)

WHEREAS, Martin K. Kolt and Ethan J. Kolt have commenced tax certiorari proceedings against the City of Newburgh in the Supreme Court of the State of New York, County of Orange for the 2020, 2021 and 2022 tax years bearing Orange County Index Nos. EF003929-2020, EF005236-2021 and EF004211-2022; and

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

WHEREAS, Martin K. Kolt and Ethan J. Kolt are willing to settle these proceedings without interest, costs or disbursements, in the following manner:

1. That the real property of Petitioner described on the City of Newburgh tax roll for the 2020 tax year as tax map number 29-1-1.1 be reduced to a market value of $815,000.00.
2. That the real property of Petitioner described on the City of Newburgh tax roll for the 2021 tax year as tax map number 29-1-1.1 be reduced to a market value of $815,000.00.
3. That the real property of Petitioner described on the City of Newburgh tax roll for the 2022 tax year as tax map number 29-1-1.1 be reduced to a market value of $840,000.00.

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

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

At an IAS Part of the Supreme Court of the State of New York held for the County of Orange, at the Orange County Courthouse, Goshen, New York on the day of , 2023.

PRESENT:

HON. E. LOREN WILLIAMS,
Justice

--X

In the Matter of the Application of
MARTIN K. KOLT and ETHAN J. KOLT,
Granite Real Estate Tax Consultants, LLC, Agent,
Petitioners,

- against -

CITY OF NEWBURGH, a Municipal Corporation, its Assessor or Board of Assessors and Board of Review,
Respondents,

- and -

NEWBURGH ENLARGED CITY SCHOOL DISTRICT,
Intervenor-Respondent.

For a review under Article 7 of the Real Property Tax Law, etc.

--X

CONSENT JUDGMENT

Index No. EF003929-2020
EF005236-2021
EF004211-2022

The above Petitioners having heretofore served and filed the Petitions and Notices to review the tax assessments fixed by the City of Newburgh for the assessment years 2020, 2021 and 2022 upon certain real property located at 311 First Street, City of Newburgh, and designated as Section 29, Block 1, Lot 1.1 on the Official Tax Map of the City of Newburgh, Orange County, New York, and

The issues of these proceedings having duly come on for trial at an Tax Certiorari Term of this Court, and the Petitioners having appeared by Joseph E. St. Onge, Esq., their attorney, and the respondents having appeared by NAUGHTON & TORRE, LLP, Special

Counsel for the City of Newburgh, KELLY M. NAUGHTON, ESQ., of Counsel, and the Intervenor-Respondent having appeared by SHAW, PERELSON, MAY & LAMBERT, LLP, their attorneys, IRA S. LEVY, ESQ., of counsel, and the parties having made their settlement, it is

ORDERED, that the tax assessments of the property of Petitioners designated as tax parcel Section 29, Block 1, Lot 1.1 be and the same are hereby confirmed, reduced, corrected and fixed as follows:

Assessment Year	Tax Year	Reduced From	Reduced To	Reduction
2020	2021	864,800	815,000	49,800
2021	2022	864,800	815,000	49,800
2022	2023	864,800	840,000	24,800

and so reduced and confirmed, it is further

ORDERED, ADJUDGED AND DECREED, that the officer or officers having custody of the assessment rolls upon which the above-mentioned assessments and any taxes levied thereon are entered shall correct the said entries in conformity with this order, and shall note upon the margin of said rolls, opposite of said entries, that the same have been corrected by the authority of this order, and it is further

ORDERED AND DIRECTED that the City of Newburgh and/or the County of Orange, State of New York, be and is hereby directed and authorized, to audit, allow and pay to the Petitioners on any assessment reduction the amounts, if any, of State, County, City, Judiciary, Fire, Water, Refuse, Sewer, Ambulance and all other ad valorem taxes, together with proportionate share of any interest or penalty paid by reason of delinquent payment of said excess taxes paid by the Petitioners as taxes against the erroneous assessments in excess of what the taxes should have been if the said assessments had been determined by this Order, with interest thereon from the date of payment thereof as provided by Section 726 of the Real Property Tax Law of the State of New York, and it is further

ORDERED AND DIRECTED that the Trustees of the Newburgh Enlarged City School District, unless sooner paid, at the next budget or other appropriate meeting following the entry of this Order, shall audit, allow and pay to the Petitioners that part of the taxes representing school taxes and library taxes which is in excess of what such taxes would have been if the assessments complained of had been as herein ordered and determined, together with interest, thereon from the date of payment thereof as provided by statute, and it is further

ORDERED, ADJUDGED AND DECREED, that all tax refunds are to be paid with interest pursuant to Section 726 of the Real Property Tax Law of the State of New York; provided, however, interest shall be waived in the event that the refunds are paid within sixty (60) days from the date of service of this Order with notice of entry upon the respective taxing authorities, and it is further

ORDERED AND DIRECTED that all tax refunds hereinabove directed to be made by the County of Orange, and/or any of the various taxing authorities, be made by check or draft payable to the order of JOSEPH E. ST. ONGE, ESQ., as attorney and agent for the Petitioners, who is to hold the proceeds as trust funds for appropriate distribution, and who is to remain subject to the further jurisdiction of this Court in regard to his attorney's lien, pursuant to Judiciary Law Section 475, and it is further

ORDERED, that this Order hereby constitutes and represents full settlement of the tax review proceedings herein, and there are no costs or disbursements awarded to, by or against any of the parties, and that upon compliance with the terms of this order, the above-entitled proceedings be and the same are settled and discontinued.

ENTER,

HON. E. LOREN WILLIAMS, J.S.C.

SIGNING AND ENTRY OF THE WITHIN
ORDER IS HEREBY CONSENTED TO:

KELLY M. NAUGHTON, ESQ.
Naughton & Torre, LLP
Attorneys for Respondents
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P.O. Box 216
Goshen, New York 10924
knaughton@bmglawyers.com

SHAW, PERELSON, MAY & LAMBERT, LLP
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Joseph E. St. Onge

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