City of Newburgh Council Work Session
Sesion de trabajo del Concejal de la Ciudad de Newburgh
December 10, 2020
6:00 PM

Council Meeting Presentations

1. Certificate of Appreciation for Franklin Thompson
2. Public Hearing on Monday, December 14, 2020 to receive comments on a Substantial Amendment to the FY2019 Community Development Block Grant (CDBG) Annual Action Plan (AAP)

   A public hearing will be held on Monday, December 14, 2020 to receive public comments on a Substantial Amendment to the FY2019 Community Development Block Grant (CDBG) Annual Action Plan to accept a second allocation of Coronavirus Aid, Relief, and Economic Security Act (CARES Act) Funding.

Work Session Presentations

3. Presentation and Discussion of Draft Disposition Policies
4. Final JEDI Presentation and Discussion

Engineering/Ingeniería

5. Agreement with ARCADIS for Professional Services CSO Long Term Control Plan

   Resolution authorizing the City Manager to accept a proposal and enter into an agreement for professional engineering services with Arcadis of New York Inc. for Phase II of the Combined Sewer Overflow Long Term Control Plan for the Reconstruction of Broadway between Grand and Dubois Streets and Separation of Sewers on Water Street from Carpenter Avenue to Montgomery Street in an amount not to exceed $295,000.00
6. Amended Access Agreement with Central Hudson in Connection with 610 Little Britain Road

   Resolution authorizing the City Manager to execute a New License and Access Agreement with Central Hudson Gas & Electric Corporation and its contracted agents to allow access to City owned property under a Brownfield Cleanup Agreement at the Little Britain Road Service Center
7. Brown's Pond Watershed Recommendations

   Resolution adopting the Drinking Water Source Protection Scorecard Recommendations for the Browns Pond Watershed
8. Demolition of 7 Gidney Avenue

   A resolution authorizing the City Manager to award a bid and execute a

contract with _____ in an amount of $_____ for the demolition of 7 Gidney Avenue with asbestos in-place. Funding shall be derived from budget line _____.

Finance/Finanza

9. DPW, Fire & Police Department Vehicles Surplus

   Resolution declaring Police Department and Fire Department vehicles and Department of Public Works vehicles and equipment as surplus

Planning and Economic Development/Planificación y Desarrollo Económico

10. 255 Broadway - Release of Covenants

    Resolution authorizing the execution of a release of restrictive covenants and right of re-entry from a deed issued to David DeFreest and Eric Ashcroft to the premises known as 255 Broadway (Section 35, Block 7, Lot 4)

11. Accept Donation of Modular Street Furniture from the Awesome Newburgh Foundation

    Resolution authorizing the City Manager to accept a donation of modular street furniture from the Awesome Newburgh Foundation

Grants/Contracts/Agreements / Becas /Contratos/Convenios

12. Apply for and Accept if Awarded a National Park Service Grant for an Oral History of African American Civil Rights in Newburgh

    Resolution authorizing the City Manager to apply for and accept if awarded a National Park Service African American Civil Rights Program grant in an amount not to exceed $50,000.00 with no City match to undertake an oral history of African American civil rights in the City of Newburgh

13. Master License Agreement with Verizon Wireless of East LP

    Resolution authorizing the City Manager to execute a Small Wireless Communications Facilities Master License Agreement with Verizon Wireless of East LP.

14. 2021 Liability and Municipal Property Insurance Renewal

    Resolution authorizing the approval of various insurance policies for the period January 1, 2021 to December 31, 2021

15. To apply for the TD Green Space Grant for $20,000 with no match required

    Resolution authorizing the Conservation Advisory Council and the City Manager to apply for and accept if awarded an Arbor Day Foundation TD Green Space Program grant in the amount of $20,000.00 to support new tree planting in the City of Newburgh

16. Ferry Parking Lot Lease Extension

    Resolution authorizing the City Manager to execute an extension until June 30, 2021 to the Agreement of Lease with Riverside Newburgh Realty, LLC for the continued lease of vacant real property known as Section 31, Block 5, Lost 13.2 and 14 for the purposes of providing parking for the Newburgh-Beacon Ferry commuters

17. Sixth MOU with Metro-North Railroad

Resolution authorizing the City Manager to execute a Sixth Memorandum of Understanding with Metro-North Commuter Railroad Company to provide reimbursement of parking lot lease payments related to the Newburgh-Beacon Ferry Service

18. Contract with Mesh Realty Group, Inc. for Property Management Services

    Resolution authorizing the City Manager to enter into an agreement with Mesh Realty Group, Inc. for residential property management services

19. Orange County Sales Tax Sharing Agreement Extension

    Resolution approving a Sales Tax Agreement Extension between the County of Orange and the Cities of Newburgh, Middletown and Port Jervis for 2021 through 2023

Police Department

20. Amending 2020 Personnel book to add a temporary detective

    Resolution amending the 2020 Personnel Analysis Book to add one (1) Detective position on a temporary basis in the City of Newburgh Police Department

21. Rate Increase for 207 Resolutions LLC

    Resolution authorizing the City Manager to enter into an amendment to the 207 Resolutions LLC professional consulting services agreement relating to the management of injured employees covered by General Municipal Law 207-c at a new rate of $90.00 per hour

Discussion Items/Temas de Discusión

22. Conservation Advisory Council Re-appointments

    Resolution re-appointing Gail Fulton, Alison Filosa and Genie Abrams for two year terms to the Conservation Advisory Council

23. December 24, 2020 work session & December 28, 2020 Council meeting

    Resolution of the City Council of the City of Newburgh cancelling the second work session and regular meeting of December 2020

Executive Session/ Sesión Ejecutiva

24. Proposed, pending or current litigation

RESOLUTION NO.: 294 - 2020

OF

NOVEMBER 23, 2020

RESOLUTION SCHEDULING A PUBLIC HEARING FOR DECEMBER 14, 2020 AND OPENING A 5-DAY COMMENT PERIOD TO HEAR PUBLIC COMMENT CONCERNING A SUBSTANTIAL AMENDMENT TO THE CITY OF NEWBURGH CDBG FY2019 ANNUAL ACTION PLAN FOR A SECOND ALLOCATION OF CORONAVIRUS AID, RELIEF, AND ECONOMIC SECURITY ACT FUNDING

WHEREAS, by Resolution No. 327-2018 of November 13, 2018, the City Council of the City of Newburgh, New York approved and adopted the Community Development Block Grant ("CDBG") FY 2019 Annual Action Plan ("AAP"); and

WHEREAS, the City of Newburgh received a second special allocation of CDBG funds authorized by the Coronavirus Aid, Relief, and Economic Security Act (CARES Act), which requires a Substantial Amendment to the previously authorized FY 2019 AAP, a public hearing and a public comment period;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the time for citizen participation is commenced by opening a 5-day period beginning on December 15, 2020 and closing on December 20, 2020 to receive public comment concerning a substantial amendment to the CDBG FY 2019 Annual Action Plan; and

BE IT RESOLVED, by the Council of the City of Newburgh, New York, that there is hereby scheduled a public hearing to receive comments concerning a substantial amendment to the CDBG FY 2019 Annual Action Plan; and that such public hearing be and hereby is duly set for the next regular meeting of the Council to be held at 7:00 p.m. on the 14th day of December, 2020; and

BE IT FURTHER RESOLVED, that due to public health and safety concerns related to COVID-19, the City Council will not meet in-person and in accordance with the Governor's Executive Order 202.1, as amended, the December 14, 2020 City Council meeting will be held via videoconferencing, and a transcript will be provided at a later date. The public will have an opportunity to see and hear the meeting live and provide comments on the proposed substantial amendment to the CDBG FY2019 Annual Action Plan as follows:

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

To access the City Council Meeting remotely: join from a PC, Mac, iPad, iPhone, or Android device through the Zoom App:
https://zoom.us/webinar/register/WN_YO2Z90y9SFmynIBOW-VEtA . Please note that there is an underscore between the "N" and "Y").

To order to provide comments during the hearing you must register in advance for this webinar no later than 12:00 p.m. on Monday, December 14, 2020 through the Zoom App: https://zoom.us/webinar/register/WN_YO2Z90y9SFmynIBOW-VEtA. Please note that there is an underscore between the "N" and "Y"). Please fill out the required information (First Name, Last Name, E-mail Address). After registering, you will receive a confirmation email containing information about joining the webinar.

Comments can be provided by email before the meeting to comments@cityofnewburgh-ny.gov with the Subject Line in this format: "PUBLIC HEARING ITEM" by 12:00 p.m. on Monday, December 14, 2020. Please check the meeting Agenda posted on the website for further instructions to access the virtual meeting and for updated information.

I, Katrina Cotten, Deputy City Clerk of the City of Newburgh hereby certify that I have compared the foregoing with the original resolution adopted by the Council of the City of Newburgh at a regular meeting held 11/23/20 and that it is a true and correct copy of such original.

Witness my hand and seal of the City of Newburgh this 24th day of Nov 2020

Katrina Cotten

Deputy City Clerk

FY 2019 Community Development Block Grant (CDBG) Projects + CARES Act COVID-19 2nd Special Allocation (Substantial Amendment)

Department of Planning & Development

November, 2020

EQUAL HOUSING OPPORTUNITY

City of Newburgh City Council:

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

EQUAL HOUSING OPPORTUNITY

(New) CARES Act Funding

- In April, 2020, the City of Newburgh received a special allocation of Community Development Block Grant (CDBG) funds in the amount of $513,511.00 to “prevent, prepare for, and respond to the Coronavirus (COVID-19).”

- The allocation was authorized by the Coronavirus Aid, Relief, and Economic Security Act (CARES Act), Public Law 116-136, which was signed by President Trump on March 27, 2020, to respond to the growing effects of this historic public health crisis.

- **In September, 2020, the City of Newburgh received an additional allocation of CDBG funds in the amount of $370,023.00 to “prevent, prepare for, and respond to the Coronavirus (COVID-19).” This funding is referred to as “CDBG-CV3.”**

EQUAL HOUSING OPPORTUNITY

(New) City of Newburgh FY2019 Substantial Amendment

- Pursuant to "24 CFR § 91.505 - Amendments to the consolidated plan," amendments may be made to a jurisdiction's Annual Action Plan (AAP). The jurisdiction's Citizen Participation Plan (CPP) determines the criteria for a substantial amendment to the AAP.

- The City of Newburgh's CPP requires a substantial amendment when there is:

  - A "change of more than 25% of the total grant award funding the activity."

  - A "change the purpose, scope, location, and beneficiaries from one eligible activity to another by more than 25% of the total funds previously authorized."

EQUAL HOUSING OPPORTUNITY

(New) City of Newburgh FY2019 Substantial Amendment

- As the CARES Act special allocation to the City of Newburgh is greater than both the “change of more than 25 % of the total grant award funding the activity” and a “change [to] the purpose, scope, location, and beneficiaries from one eligible activity to another by more than 25% of the total funds previously authorized,” the substantial amendment process must be activated in order for the City of Newburgh to accept the funding.

- The substantial amendment process includes:

    - Update to a previously authorized AAP
    - Public Hearing
    - Public Comment Period
    - Submission of updated AAP to the U.S Department of Housing and Urban Development (HUD)

EQUAL HOUSING OPPORTUNITY

(New) City of Newburgh FY2019 Substantial Amendment

- To expedite and streamline use of the special allocation of CDBG funding, CDBG-CV3, the additional allocation will be added to the City of Newburgh FY2019 AAP.

- Activities added to the FY2019 AAP under the CDBG-CV Funding:

Infrastructure

- Infrastructure Assessment for Internet Access in the City of Newburgh - CARES Act (CDBG-CV): $30,000.00

Public Service

- Emergency Food Service - CARES Act (CDBG-CV): $125,000.00
- Child Care Services - CARES Act (CDBG-CV): $35,000.00
- Neighborhood Service Programming and Materials necessary to carry-out socially distanced activities (ex. Thanksgiving, Christmas/Hannukah, New Year Socially Distanced Activities/PPE): $155,023.00

Administration

- Administration - CARES Act (CDBG-CV): $25,000.00

Additional information begins on Slide 11

EQUAL HOUSING OPPORTUNITY

"CDBG" - Brief Primer

COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

- Community Development Block Grant (CDBG) - Administered by the U.S. Department of Housing and Urban Development (HUD)
- Allocated to local and state governments on a formula basis.
- The City of Newburgh is required to prepare and submit a Consolidated Plan that establishes goals for the use of CDBG funds. The most recent City of Newburgh Consolidated Plan: FY2015-FY2019
- Projects MUST be consistent with national priorities for CDBG:
  - Activities that benefit low- and moderate-income people;
  - The prevention or elimination of slums or blight; or
  - Community development activities to address an urgent threat to health or safety.

EQUAL HOUSING OPPORTUNITY

City of Newburgh Community Development Goals

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

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



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City of Newburgh CDBG Projects Overview:

- Manage city-owned properties, through the in rem program.
- Provide access to parkland, trails, and healthy activities in nature
- Positively reinvest in our community and our infrastructure
- Provide public service activities to respond to community need

EQUAL HOUSING OPPORTUNITY

FY2019: Annual Action Plan Projects updated with CARES Act COVID-19 Special Allocations

Year 5 of the 5 Year Plan
2015 - 2019

EQUAL HOUSING OPPORTUNITY

FY2019 Entitlement + CARES Act Funding Amended CDBG Projects/Funding

Project Name	Description	Project Funding FY2019 Annual Entitlement (CDBG-EN) Funding	Project Funding 1st Round CARES Act (CDBG-CV) Allocation	Project Funding 3rd Round CARES Act (CDBG-CV3) Allocation	Project Funding FY2019 EN + CARES Act (CDBG-CV) Allocations
In Rem Property Program	Salaries for 3 fulltime employees, In Rem Property Supplies, In Rem Training	$215,000.00			$215,000.00
Complete Streets Program	Sidewalks, Business Façade Improvements, Infrastructure	$225,000.00			$225,000.00
	CARES Act (CDBG-CV): Infrastructure Assessment for Internet Access in the City of Newburgh to meet lack of connectivity duw to COVID-19.			**$30,000.00**	$30,000.00
Park Improvements	Park Improvements	$190,786.00			$190,786.00
Community Policing/Neighborhood Services	Community and Neighborhood Police Initiatives, 2018 National Night Out, 2019 Children's Summer Film Festival	$18,000.00			$18,000.00
	CARES Act (CDBG-CV): Public Service: Provide equipment, supplies, and materials necessary to carry-out a public service; Deliver meals on wheels to quarantined individuals or individuals that need to maintain social distancing due to medical vulnerabilities. (Newburgh Armory Unity Center, NUFFI, RECAP, Catholic Charities)		$50,000.00	**$115,000.00**	$165,000.00
	CARES Act (CDBG-CV): Public Service: Provide Emergency Income Payments to cover rent and utility payments due to lack of income as a direct result of COVID-19. (Catholic Charities)		$413,511.00	**$10,000.00**	$423,511.00
	CARES Act (CDBG-CV): Neighborhood Service Programming and materials necessary to carry-out socially distant activities (ex. Includes Thanksgiving, Christmas/Hannukah, New Year, Winter Socially Distanced Activities, PPE) (City of Newburgh)			**$155,023.00**	$155,023.00
	CARES Act (CDBG-CV): Child Care Services (Jewish Community Center)			**$35,000.00**	$35,000.00
Homeowner Resource Assistance Program	Program to provide resource assistance to homeowners	$60,000.00			$60,000.00
Administration	Program Administration, Staff Salaries and Benefits, Program Operating Costs (including mailings), Training/Conference	$130,000.00			$130,000.00
	CARES Act (CDBG-CV): Program Administration of CDBG-CV funds. Includes program administration costs such as public notices, language translation, mailing, salary, meetings/training, Subrecipient Monitoring.		$50,000.00	**$25,000.00**	$75,000.00
	Total	$838,786.00	$513,511.00	**$370,023.00**	$1,722,320.00

EQUAL HOUSING OPPORTUNITY

Added through Substantial Amendment (New)
Project: Complete Streets/Infrastructure - CARES Act (CDBG-CV)
Previous Budget: $0.00
***New Budget Allocation: $30,000.00**
New Budget: $30,000.00

Summary: Infrastructure Assessment for Internet Access in the City of Newburgh to meet lack of connectivity due to COVID-19 restrictions.

EQUAL HOUSING OPPORTUNITY

Added through Substantial Amendment (New)
Project: Public Service, Emergency Food Service - CARES Act (CDBG-CV)
Previous Budget: $50,000.00
***New Budget Allocation: $115,000.00**
New Budget: $165,000.00

Summary: Provide equipment, supplies, and materials necessary to carry-out a public service; Deliver meals on wheels to quarantined individuals or individuals that need to maintain social distancing due to medical vulnerabilities.

EQUAL HOUSING OPPORTUNITY

Added through Substantial Amendment (New)
Project: Public Service, Emergency Income Payment (Rent, Utility Payments) - CARES Act (CDBG-CV)
Previous Budget: $413,511.00
***New Budget Allocation: $10,000.00**
New Total Budget: $423,511.00

Summary: Public Service program to provide emergency income payment, to cover rent, utility payments due to lack of income as a direct result of the COVID-19 crisis.*

* Payments made directly to service provider

EQUAL HOUSING OPPORTUNITY

Added through Substantial Amendment (New)
Project: Public Service, Neighborhood Services - CARES Act (CDBG-CV)
Previous Budget: $0.00
***New Budget Allocation: $155,023.00**
New Total Budget: $155,023.00

Summary: Public Service program to provide social distanced programming and materials necessary to carry-out socially distanced activities (ex. Thanksgiving, Christmas/Hannukah, New Year, Winter activities, PPE)

EQUAL HOUSING OPPORTUNITY

Added through Substantial Amendment (New)
Project: Public Service, Child Care Services - CARES Act (CDBG-CV)
Previous Budget: $0.00
***New Budget Allocation: $35,000.00**
New Total Budget: $35,000.00

Summary: Public Service program to provide temporary child care services due to Coronavirus.

EQUAL HOUSING OPPORTUNITY

Added through Substantial Amendment (New)
Project: Administration - CARES Act (CDBG-CV)
Previous Budget: $50,000.00
***New Budget Allocation: $25,000.00**
Budget: $75,000.00

Summary: Funding for Program Administration of CDBG-CV funds. Includes program administration costs such as public notices, language translation, mailing, salary, meetings/training.

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Project: In Rem Property Program
Budget: $215,000.00

Summary: Continued funding for the In Rem program, including the salaries for 3 fulltime employees (2 DPW employees and the Economic Development Specialist), In Rem property program supplies, such as paint, plywood, In Rem Training.

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In Rem Property Program Highlights

- Staffed by 2 full-time Department of Public Works employees and 1 employee of the Planning & Development Department dedicated to the in rem program.

- Provides maintenance and security of vacant properties. Keeps properties habitable, neighborhoods looking good, maintains/increases property values.



EQUAL HOUSING OPPORTUNITY

Project: Complete Streets Project
Budget: $225,000.00

Summary: Funding to support the following Complete Streets projects:

- Sidewalks
- Façade Improvements (including business signs)
- Infrastructure

EQUAL HOUSING OPPORTUNITY

Project: Park Improvements
Budget: $200,000.00

Summary: Funding to support park improvements in the City of Newburgh. Projects to include support to the new South Street Park.



EQUAL HOUSING OPPORTUNITY

Project: Community Policing/Neighborhood Services
Budget: $18,000.00



Summary: Funding to support:

- 2019 National Night Out

- 2019 Children's Summer Film Festival



EQUAL HOUSING OPPORTUNITY

Project: Homeowner Resource Assistance
Budget: $60,000.00

Summary: Funding to support a low-income homeowner resource assistance program. Includes repairs as well as other assistance such as financial/budget counseling.

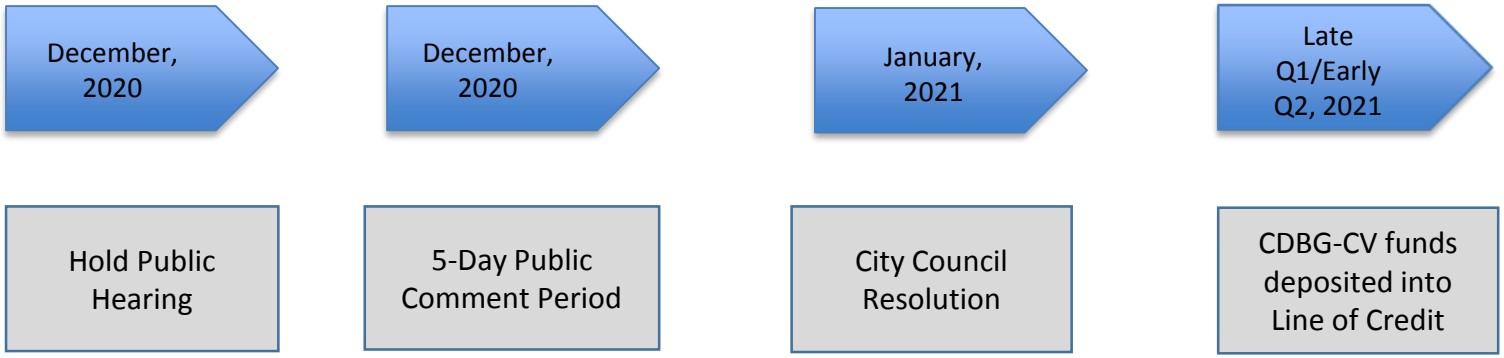
EQUAL HOUSING OPPORTUNITY

Project: Administration
Project Funding: $130,000.00

Summary: Funding to include salary and benefits for Director of Community Development, Business Mailings, Supplies and Program Administration/Training/Conference.

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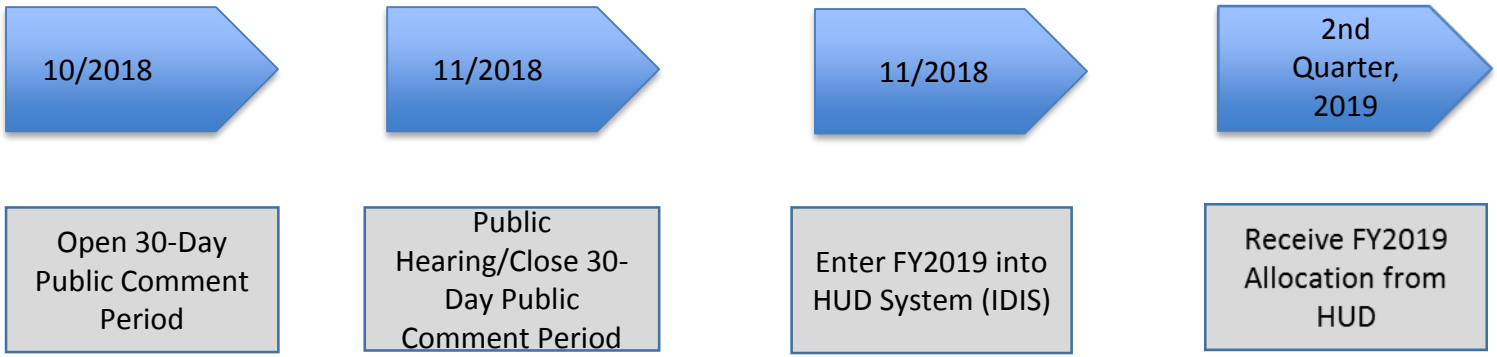
FY2019 CDBG-CV Projects Timeline (New Allocation CDBG-CV3)



FY 2019 CDBG-CV PROJECTS TIMELINE

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FY2019 CDBG Projects Timeline



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FY 2019 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROJECTS TIMELINE

Año Fiscal 2019
Proyectos de la Subvención en Bloque para el Desarrollo de la Comunidad (CDBG) + 2.º Adjudicación Especial de la Ley CARES COVID-19 (Enmienda Sustancial)

Departamento de Planeamiento y Desarrollo

Noviembre de 2020

EQUAL HOUSING OPPORTUNITY

Ayuntamiento de la Ciudad de Newburgh:

Torrance Harvey, Alcalde
Karen Mejia, Distrito Municipal 1
Ramona Monteverde, Distrito Municipal 2
Robert Sklarz, Distrito Municipal 3
Patty Sofokles, Distrito Municipal 4
Anthony Grice, Representante Independiente
Omari Shakur, Representante Independiente

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(Nuevo) Financiación de Ley CARES

- En abril de 2020, la Ciudad de Newburgh recibió una adjudicación especial de fondos de la Subvención en Bloque para el Desarrollo de la Comunidad (CDBG) en la suma de $513,511.00 para “prevenir, prepararse para afrontar, y responder al Coronavirus (COVID-19)”.

- La adjudicación de fondos fue autorizada por la Ley de Ayuda, Alivio y Seguridad Económica por Coronavirus (Act CARES por sus siglas en inglés), Ley Pública 116-136, firmada por el presidente Trump el 27 de marzo de 2020, para responder a los crecientes efectos de esta histórica crisis de la salud pública.

- **En Septiembre de 2020, la Ciudad de Newburgh recibió una adjudicación de fondos CDBG por el monto de $370,023.00 para “prevenir, prepararse para afrontar, y responder al Coronavirus (COVID-19)”. Estos fondos son referidos como “CDBG-CV3”.**

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(Nuevo) City of Newburgh - Año Fiscal 2019
Enmienda Sustancial

- Conforme a las “Enmiendas al Plan General - 24 CFR § 91.505 ”, pueden hacerse enmiendas al Plan Anual de Accion (AAP) de una jurisdicción. La jurisdicción del Plan de Participación Ciudadana (CPP) determina el criterio de una enmienda sustancial al AAP.

- El Plan de Participación Ciudadana de la Ciudad de Newburgh (CPP) requiere una enmienda sustancial cuando haya:

  - Un “cambio de más del 25 % del total de los fondos de una subvención otorgada a una actividad”.

  - Un “cambio de propósito, alcance, ubicación y beneficiarios desde una actividad elegible a otra de más del 25 % del total de fondos previamente autorizados”.

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(Nuevo) Ciudad de Newburgh - Año Fiscal 2019 Enmienda Sustancial

- Debido a que la Ley CARES otorga una adjudicación especial a la Ciudad de Newburgh superior a ambos: el "cambio de más del 25 % del total del monto de la subvención otorgada para financiar la actividad", y un "cambio del propósito, alcance, ubicación y beneficiarios desde una actividad elegible a otra en más del 25 % del total de los fondos previamente autorizados", debe activarse el proceso de enmienda sustancial para que la Ciudad de Newburgh acepte los fondos.

- El proceso de una enmienda sustancial incluye:

  - Actualización de un Plan Anual de Acción previamente autorizado
  - Audiencia pública
  - Período de comentarios públicos
  - Presentación del AAP actualizado al Departmento de Vivienda y Desarrollo Urbano de Estados Unidos (HUD)

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(Nuevo) Ciudad de Newburgh - Año Fiscal 2019
Enmienda Sustancial

- Para agilizar y optimizar el uso de la adjudicación especial de los fondos de CDBG, la adjudicación especial CDBG-CV se agregará al AAP del Año Fiscal 2019 de la Ciudad de Newburgh.

- Actividades agregadas al Año Fiscal 2019 del AAP bajo la Financiación CDBG-CV:

Infraestructura

- Evaluación de la Infraestructura para el Acceso a Internet en la Ciudad de Newburgh – Ley CARES (CDBG-CV): $30,000.00

Servicios Públicos

- Servicios de Emergencia Alimentaria – Ley CARES (CDBG-CV): $125,000.00
- Servicios de Cuidado Infantil – Ley CARES (CDBG-CV): $35,000.00
- Servicios en los Barrios de Programas y Materiales necesarios para llevar a cabo actividades sociales con distancia (ej. Actividades con Distancia Social/PPE Acción de Gracias, Navidad/Jánuca, Año Nuevo): $155,023.00

Administración

- Administración – Ley CARES (CDBG-CV: $25,000.00

La información adicional comienza en la diapositiva 11

EQUAL HOUSING OPPORTUNITY

"CDBG" Breve Introducción

COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

- Subvención en Bloque para el Desarrollo de la Comunidad (CDBG) – Administrado por el Departamento de Vivienda y Desarrollo Urbano de Estados Unidos (HUD).
- Adjudicada a gobiernos locales y estatales en base a fórmula.

- Se requiere que la Ciudad de Newburgh prepare y presente un Plan General que establezca metas para el uso de los fondos CDBG. Siendo el más reciente Plan General de la Ciudad de Newburgh: Año Fiscal 2015-2019.

- Los proyectos DEBEN estar de acuerdo con las prioridades nacionales del CDBG:
  - Actividades que beneficien a personas de bajos-o-moderados ingresos;
  - La prevención o eliminación of barriadas precarias o barrios arruinados; o
  - El desarrollo de actividades que aborden amenazas urgentes a la salud o la seguridad.

EQUAL HOUSING OPPORTUNITY

Metas para el Desarrollo Comunitario de la Ciudad de Newburgh

- Desarrollo Económico sin Desplazamiento.
- Mejorar la comunicación y extensión comunitaria.
- Apoyar un ambiente que valorice la diversidad, recompense la independencia, alimente la creatividad, y nos reúna a todos.

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



EQUAL HOUSING OPPORTUNITY

Descripción de Proyectos CDBG de la Ciudad de Newburgh:

- Administrar los bienes de propiedad-de-la-ciudad a través del programa que está en-efecto (*in rem*).
- Proveer acceso a parques, senderos y actividades saludables realizadas en la naturaleza.
- Reinvertir de modo beneficioso en nuestra comunidad y nuestra infraestructura.
- Proveer actividades de servicio público para responder a las necesidades de la comunidad.

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Año Fiscal 2019: Proyectos del Plan Anual de Acción actualizados con la Adjudicación Especial de la Ley CARES COVID-19

5.º Año del Plan de 5 Años
2015 - 2019

EQUAL HOUSING OPPORTUNITY

Fondos de *Entitlement* del Año Fiscal 2019 + Enmiendas a Financiación/Proyectos de CDBG por Ley CARES

Nombre del Proyecto	Descripción	Fondos Proyectos Año Fiscal 2019 – Financiación Anual del *Entitlement* (CDBG-EN)	1.º Ronda de Adjudicación de Fondos, Ley CARES (CDBG-CV)	3.ª Ronda de Adjudicación de Fondos de Proyectos, Ley CARES (CDBG-CV3)	Adjudicación de Fondos de Proyectos de Año-Fiscal-2019 EN + Ley CARES (CDBG-CV)
En-Efecto Programa de Propiedades	Salarios de 3 empleados a-tiempo-completo, En-Efecto Aprovisionamiento a Propietarios, Entrenamiento En-Efecto	$215,000.00			$215,000.00
Programa de Calles Completas	Aceras, Mejoramiento de fachadas de negocios, infraestructura	$225,000.00			$225,000.00
	Ley CARES (CDBG-CV): Evaluación de la Infraestructura para el Acceso a Internet en la Ciudad de Newburgh para satisfacer la falta de conectividad debida al COVID-19			**$30,000.00**	$30,000.00
Mejoramiento de Parques	Mejoramiento de Parques	$190,786.00			$190,786.00
Acuerdos de Vigilancia Comunitaria/Servicios a Barrios	Iniciativas de Vigilancia Comunitaria y de Barrios. 2018 -Salida Nocturna Nacional, 2019-Festival de Verano de Cine Infantil	$18,000.00			$18,000.00
	Ley CARES (CDBG-CV): Servicio Público: Provee equipamientos, suministros y materiales necesarios para llevar a cabo servicios públicos; Entregar comidas a domicilio (*meals on weels*) a individuos en cuarentena o individuos que necesiten mantener distancia social debido a sus vulnerabilidades médicas. (Newburgh Armory Unity Center, NUFFI, RECAP, Catholic Charities)		$50,000.00	**$115,000.00**	$165,000.00
	Ley CARES (CDBG-CV): Servicio Público: Programa de Servicio Público para proveer pagos de ingresos de emergencia (alquiler), para cubrir el alquiler, debido a la falta de ingresos como resultado directo de la crisis del COVID-19. (Catholic Charities)		$413,511.00	**$10,000.00**	$423,511.00
	Ley CARES (CDBG-CV): Servicios en los Barrios de Programas y Materiales necesarios para llevar a cabo actividades sociales con distancia (ej. Incluye Acción de Gracias, Navidad/Jánuca, Año Nuevo, Actividades Invernales con Distancia Social, PPE) (Ciudad de Newburgh)			**$155,023.00**	$155,023.00
	Ley CARES (CDBG-CV): Servicios de Cuidados Infantiles (Jewish Community Center)			**$35,000.00**	$35,000.00
Programa de Recursos de Asistencia a Propietarios de Hogar	Programa para proveer recursos de asistencia a propietarios de hogar	$60,000.00			$60,000.00
Administración	Costes: Administración de Programa, Salarios y Beneficios del Personal, Operativos (correo), Entrenamiento/Conferencias	$130,000.00			$130,000.00
	Ley CARES (CDBG-CV): Fondos de Administración de Programa CDBG-CV. Incluye costes de administración de programa, como ser, noticias públicas, traducción de lenguaje, correo, salario, reuniones/entrenamiento. Monitoreo de los Sub-recipientes		$50,000.00	**$25,000.00**	$75,000.00
	Total	$838,786.00	$513,511.00	**$370,023.00**	$1,722,320.00

EQUAL HOUSING OPPORTUNITY

Agregado a través de (Nueva) Enmienda Sustancial
Proyecto: Calles Completas/Infraestructura – Ley CARES (CDBG-CV)
Presupuesto previo: $0.00
***Adjudicación de Nuevo Presupuesto: $30,000.00**
Nuevo Presupuesto Total: $30,000.00

Sumario: Realizar evaluación de la Infraestructura de Acceso a Internet en la Ciudad de Newburgh, para solucionar la falta de conectividad debido a las restricciones producidas por COVID 19 .

EQUAL HOUSING OPPORTUNITY

Agregado a través de (Nueva) Enmienda Sustancial
Proyecto: Servicio Público, Servicio de Emergencia Alimentaria – Ley CARES (CDBG-CV)
Presupuesto Previo: $50,000.00
***Adjudicación de Nuevo Presupuesto: $115,000.00**
Nuevo Presupuesto Total: $165,000.00

Sumario: Provee equipamiento, suministros y materiales necesarios para llevar a cabo este servicio público; Entrega de comidas a domicilio (*meals on weels*) a los individuos que estén en cuarentena o que necesiten mantener distancia social debido a su vulnerabilidad médica.

EQUAL HOUSING OPPORTUNITY

Agregado a través de (Nueva) Enmienda Sustancial
Proyecto: Servicio Público, Pago de Ingresos de Emergencia (Alquiler, Pago de Servicios) – Ley CARES (CDBG-CV)
Presupuesto Previo: $413,511.00
***Adjudicación de Nuevo Presupuesto: $10,000.00**
Nuevo Presupuesto Total: $423,511.00

Sumario: El programa de Servicios Públicos provee pagos de ingresos de emergencia para cubrir el alquiler, el pago de los servicios, como ser, electricidad, gas. etc., debido a la falta de ingresos producida como resultado directo de la crisis provocada por COVID-19*.

* Los pagos se realizan directamente al proveedor de servicios

EQUAL HOUSING OPPORTUNITY

Agregado a través de (Nueva) Enmienda Sustancial
Proyecto: Servicio Público, Servicios en los Barrios – Ley CARES (CDBG-CV)
Presupuesto Previo: $0.00
***Adjudicación de Nuevo Presupuesto: $155,023.00**
Nuevo Presupuesto Total: $155,023.00

Sumario: Programa de Servicio Público para proveer programas sociales con distancia y los materiales necesarios para llevar a cabo actividades sociales con distancia (ej. Día de Acción de Gracias, Navidad/Jánuca, Año Nuevo, Actividades Invernales, Equipo de Protección Personal (PPE))

EQUAL HOUSING OPPORTUNITY

Agregado a través de (Nueva) Enmienda Sustancial
Proyecto: Servicio Público, Servicios de Cuidado Infantil – Ley CARES (CDBG-CV)
Presupuesto Previo: $0.00
***Adjudicación de Nuevo Presupuesto: $35,000.00**
Nuevo Presupuesto Total: $35,000.00

Sumario: Programa de Servicio Público para proveer servicios temporarios de cuidado infantil debido al Coronavirus.

EQUAL HOUSING OPPORTUNITY

Agregado a través de (Nueva) Enmienda Sustancial
Proyecto: Administración – Ley CARES (CDBG-CV)
Presupuesto Previo: $50,000.00
***Nueva Adjudicación de Presupuesto: $25,000.00**
Presupuesto: $75,000.00

Sumario: Financiación del Programa de Administración de Fondos del CDBG-CV. Incluye costes de administración del programa, como ser, noticias públicas, traducción de lenguaje, correo, salarios, reuniones/entrenamiento.

EQUAL HOUSING OPPORTUNITY

Proyecto: Programa de Propiedades En-Efecto
Presupuesto: $215,000.00

Sumario: Continuar la financiación de los programas En-Efecto, incluyendo los salarios de 3 empleados a-tiempo-completo (2 empleados DPW y un Especialista en Desarrollo Económico); materiales En-Efecto para el programa de propiedades, como ser, pintura, madera contrachapada; Entrenamiento En-Efecto.

EQUAL HOUSING OPPORTUNITY

Destacados del Programa de Propiedades En-Efecto

- Dotación de personal: 2 empleados a-tiempo-completo del Departamento de Obras Públicas y 1 empleado del Departamento de Planeamiento y Desarrollo dedicados al programa que está en-efecto.

- Provisión de mantenimiento y seguridad a las propiedades vacantes. Mantiene la habitabilidad de las propiedades, conserva el buen aspecto de los barrios y mantiene/incrementa el valor de las propiedades.



EQUAL HOUSING OPPORTUNITY

Proyecto: Proyecto Calles Completas
Presupuesto: $225,000.00

Sumario: Financiación para apoyar los siguientes proyectos de Calles Completas:

- Aceras
- Mejoramiento de fachadas (incluyendo carteles de tiendas)
- Infraestructura

EQUAL HOUSING OPPORTUNITY

Proyecto: Mejoramiento de Parques
Presupuesto: $200,000.00

Sumario: Financiación para apoyar el mejoramiento de los parques de la Ciudad de Newburgh. Los proyectos incluyen el apoyo al nuevo Parque South Street.



EQUAL HOUSING OPPORTUNITY

Proyecto: Vigilancia Comunitaria/Servicios a los barrios
Presupuesto: $18,000.00



Sumario: Financiación para apoyar:

- 2019 Salida Nocturna Nacional

- 2019 Festival de Verano de Cine Infantil



EQUAL HOUSING OPPORTUNITY

Proyecto: Recursos de Asistencia al Propietario
Presupuesto: $60,000.00

- Sumario: Financiación para apoyar al programa de asistencia al propietario de bajos-ingresos. Incluye reparaciones y otra clase de asistencia, como ser, consejería financiera/presupuesto.

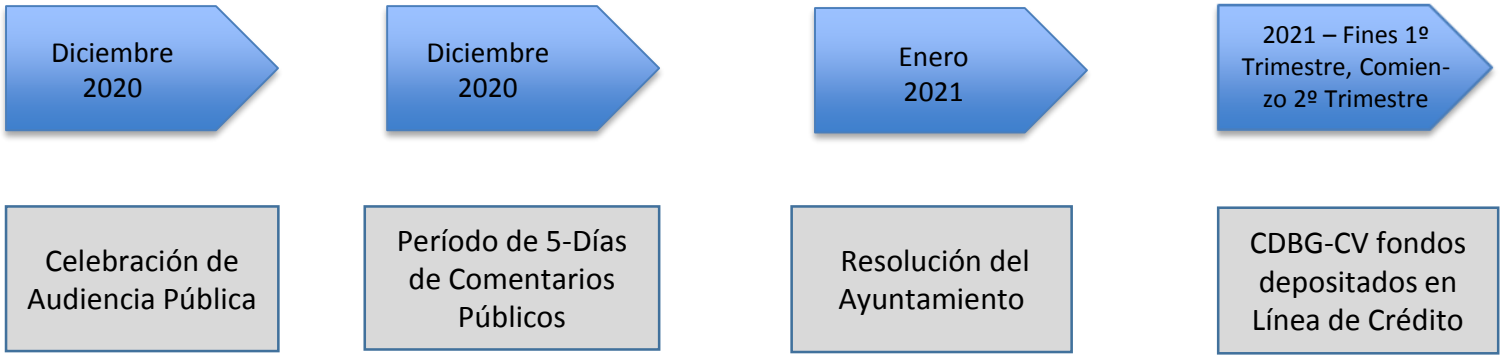
EQUAL HOUSING OPPORTUNITY

Proyecto: Administración
Financiación del Proyecto: $130,000.00

Sumario: La financiación incluye el salario y beneficios del Director de Desarrollo Comunitario, Correo de Administración, Suministros y Administración del Programa/Entrenamiento/Conferencia.

EQUAL HOUSING OPPORTUNITY

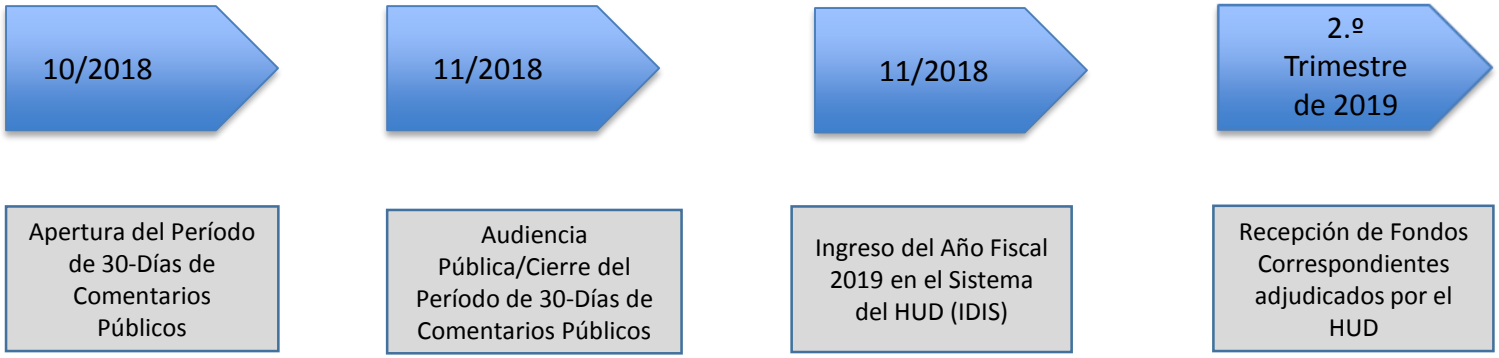
Año Fiscal 2019 CDBG-CV - Línea del Tiempo de los Proyectos (Nueva Adjudicación CDBG-CV3)



Año Fiscal 2019 CDBG-CV LÍNEA DEL TIEMPO DE LOS PROYECTOS

EQUAL HOUSING OPPORTUNITY

Año Fiscal 2019 CDBG - Línea del Tiempo de los Proyectos



Año Fiscal 2019 - SUBVENCIÓN EN BLOQUE PARA EL DESARROLLO DE LA COMUNIDAD (CDBG) – LÍNEA DEL TIEMPO DE LOS PROYECTOS

EQUAL HOUSING OPPORTUNITY

RESOLUTION NO.: _____ - 2020

OF

DECEMBER 14, 2020

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ACCEPT A PROPOSAL AND ENTER INTO AN AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES WITH ARCADIS OF NEW YORK INC. FOR PHASE II OF THE COMBINED SEWER OVERFLOW LONG TERM CONTROL PLAN FOR THE RECONSTRUCTION OF BROADWAY BETWEEN GRAND AND DUBOIS STREETS AND SEPARATION OF SEWERS ON WATER STREET FROM CARPENTER AVENUE TO MONTGOMERY STREET IN AN AMOUNT NOT TO EXCEED $295,000.00

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

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

WHEREAS, by Resolution No. 189-2019 of August 12, 2019, the City Council authorized the City Manager to accept a letter proposal and execute a professional engineering services agreement with Arcadis of New York, Inc. to complete the planning and preliminary engineering for projects included as part of Phase II, III, and IV of the LTCP in an amount not to exceed $880,000.00; and

WHEREAS, Arcadis of New York, Inc. has submitted a letter proposal for additional professional engineering services to complete the designs and bid documents for the Reconstruction of Broadway between Grand and Dubois Streets and Separation of Combined Sewers on Water Street from Carpenter Avenue to Montgomery Street Projects included as part of Phase II of the CSO LTCP; and

WHEREAS, funding for the cost of the services an amount not to exceed $295,000.00 shall be derived from an existing grant and loan from the New York State Environmental Facilities Corporation under project CWSRF#C3-7332-11-00; and

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

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to accept the letter proposal and execute a professional engineering services agreement with Arcadis of New York, Inc. to complete the designs and bid documents for the Reconstruction of Broadway between Grand and Dubois Streets and Separation of Combined Sewers on Water Street from Carpenter Avenue to Montgomery Street Projects included as part of Phase II of the Long Term Control Plan for the City's Combined Sewer Collection System, with other provisions as Corporation Counsel may require, in an amount not to exceed $295,000.00.

RESOLUTION NO.: _____ - 2020

OF

DECEMBER 14, 2020

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A NEW LICENSE AND ACCESS AGREEMENT WITH CENTRAL HUDSON GAS & ELECTRIC CORPORATION AND ITS CONTRACTED AGENTS TO ALLOW ACCESS TO CITY OWNED PROPERTY UNDER A BROWNFIELD CLEANUP AGREEEMENT AT THE LITTLE BRITAIN ROAD SERVICE CENTER

WHEREAS, Central Hudson Gas & Electric Corporation ("CHG&E") entered into a Brownfield Cleanup Agreement at the Little Britain Road Service Center located at 610 Little Britain Road, Town of New Windsor, Orange County and designated as Site No. C336031 ("the Site") with the New York State Department of Environmental Conservation which, among other things, requires CHG&E to conduct additional groundwater investigations as part of the final engineering report for the cleanup; and

WHEREAS, the proposed groundwater investigation includes the installation of an additional groundwater monitoring well on the City's water supply property located adjacent to the Site, which is owned and controlled by the City and identified as Section 4, Block 1, Lot 12.2 on the official tax map of Orange County ("the City Property"); and

WHEREAS, by Resolution No. 337-2017 of December 11, 2017, the City Council authorized a License and Access Agreement with CHG&E and their contracted agents to allow access to the City Property in connection with the voluntary cleanup of the Site; and

WHEREAS, CHG&E wishes to continue the ongoing groundwater investigation in order to comply with its obligations under the Brownfield Cleanup Agreement, and has requested that the City provide additional access to the portions of the City Property, subject to the conditions provided in a new License and Access Agreement which includes the approximate proposed location and position of the monitoring well on the accompanying map or plan; and

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

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to execute the new License and Access Agreement, in substantially the same form annexed hereto with such other terms and conditions as may be required by Corporation Counsel, with Central Hudson Gas & Electric Corporation and their contracted agents to allow additional access to City owned property under a Brownfield Cleanup Agreement at the Little Britain Road Service Center located at 610 Little Britain Road, New Windsor, New York.

RESOLUTION NO.: _____ - 2020

OF

DECEMBER 14, 2020

RESOLUTION ADOPTING THE DRINKING WATER SOURCE PROTECTION SCORECARD RECOMMENDATIONS FOR THE BROWNS POND WATERSHED

WHEREAS, Riverkeeper has developed a Drinking Water Source Protection Scorecard tool to be used by water providers to evaluate source water protection strategies as they pertain to specific drinking water supply watersheds; and

WHEREAS, The Drinking Water Source Protection Scorecard assesses several aspects of source water protection, including source water assessments, annual drinking water quality reports, watershed management, watershed rules and regulations, streams and wetlands and open space; and

WHEREAS, The City of Newburgh Water Superintendent and City Engineer recently completed the Drinking Water Source Protection Scorecard tool for the City of Newburgh's drinking water supply watershed with the assistance of Riverkeeper; and

WHEREAS, The City of Newburgh's Score was found to be 15% out of 100%, and the Drinking Water Source Protection Scorecard Findings document a logical outline of the watershed issues to be addressed in the development of recommendations to improve protections of the watershed; and

WHEREAS, by Resolution No. 27-2020 of January 27, 2020, the City Council of the City of Newburgh endorsed the Riverkeeper Drinking Water Source Protection Scorecard Findings dated January 13, 2020, and authorized City staff to continue to collaborate with Riverkeeper to develop and refine recommendations to improve protection of the watershed and source water quality based on the Drinking Water Source Protection Scorecard Findings through an inclusive and transparent public process involving City of Newburgh drinking source water stakeholders; and

WHEREAS, Riverkeeper has developed Drinking Water Source Protection Scorecard Recommendations for the Browns Pond Watershed, which currently supplies the City of Newburgh with water at times when the New York City's Catskill Aqueduct is unavailable; and

WHEREAS, the City Council has reviewed Riverkeeper's Drinking Water Source Protection Scorecard Recommendations for the Browns Pond Watershed and finds that adopting same is in the best interests of the City of Newburgh, its residents, stakeholders and future development;

NOW, THEREFORE, BE IT RESOLVED, that The City Council of the City of Newburgh hereby endorses and adopts the Riverkeeper Drinking Water Source Protection Scorecard Recommendations for the Browns Pond Watershed.

RESOLUTION NO.: 27 - 2020

OF

JANUARY 27, 2020

RESOLUTION TO ENDORSE THE DRINKING WATER SOURCE PROTECTION SCORECARD FINDINGS AND SUPPORT THE DEVELOPMENT OF DRAFT RECOMMENDATIONS TO IMPROVE SOURCE WATER PROTECTION

WHEREAS, The City of Newburgh owns, operates, and maintains two water supply reservoirs, Washington Lake and Brown's Pond, which had until 2016 provided the City of Newburgh with drinking source water; and

WHEREAS, The City of Newburgh does not own or have control over the land in the contributing watershed areas or the land use regulations that govern the contributing runoff to these water supply reservoirs; and

WHEREAS, The City of Newburgh has been forced to switch drinking source water to the Catskill Aqueduct and uses Brown's Pond as an emergency backup supply due to contamination in the watershed; and

WHEREAS, The City of Newburgh wishes to eliminate the sources of past, present, and future contamination in the watershed to improve source water quality in its reservoirs; and

WHEREAS, Riverkeeper has developed a Drinking Water Source Protection Scorecard tool to be used by water providers to evaluate source water protection strategies as they pertain to specific drinking water supply watersheds; and

WHEREAS, The Drinking Water Source Protection Scorecard assesses several aspects of source water protection, including source water assessments, annual drinking water quality reports, watershed management, watershed rules and regulations, streams and wetlands and open space; and

WHEREAS, The City of Newburgh Water Superintendent and City Engineer recently completed the Drinking Water Source Protection Scorecard tool for the City of Newburgh's drinking water supply watershed with the assistance of Riverkeeper; and

WHEREAS, The City of Newburgh's Score was found to be 15% out of 100%, and the Drinking Water Source Protection Scorecard Findings document a logical outline of the watershed issues to be addressed in the development of recommendations to improve protections of the watershed;

NOW, THEREFORE, BE IT RESOLVED, that The City Council of the City of Newburgh hereby endorses the Riverkeeper Drinking Water Source Protection Scorecard Findings dated January 13, 2020, and authorizes City staff to continue to collaborate with Riverkeeper to develop and refine recommendations to improve protection of the watershed and source water quality based on the Drinking Water Source Protection Scorecard Findings through an inclusive and transparent public process involving City of

I, Lorene Vitek, City Clerk of the City of Newburgh, hereby certify that I have compared the foregoing with the original resolution adopted by the Council of the City of Newburgh at a regular meeting held Jan. 27, 2020 and that it is a true and correct copy of such original.

Witness my hand and seal of the City of Newburgh this 28 day of Jan. 20 20

City Clerk

NOTICE TO BIDDERS

INVITATION FOR BIDS

for the

Demolition of 7 Gidney Avenue with Asbestos in Place

Bid No. 21.20

City of Newburgh, Orange County, New York

Sealed bids will be received by the City Comptroller in his office located at City Hall, 83 Broadway - 4th Floor, Newburgh, New York 12550 until **11:00 a.m.** *(local time),* **Thursday, December 10, 2020**, at which time they will be opened and read aloud in a non-public setting that shall be livestreamed for public viewing in order to mitigate the spread of COVID-19.

The work location is a three-story multiple family dwelling located at 7 Gidney Avenue, Newburgh, NY 12550. The general scope of work consists of complete building demolition with asbestos containing materials in-place, soil backfill and seeding. Access to the site is from Gidney Avenue, which will be closed during working hours, with a single lane made available by the contractor during non-working hours. Clearing of vegetation along the west façade of the structure may be required to facilitate demolition and access. All work is subject to prevailing wage and requires submission of original certified payrolls as a condition for payment. DOL rates for this Project can be accessed under PRC#2020011584 by clicking **Wage Schedule** on the following website link: http://apps.labor.ny.gov/wpp/publicViewProject.do?method=showIt&id=1505980. All work shall be coordinated through the City Engineer and the City of Newburgh's environmental consultant, Quality Environmental Solutions & Technologies, Inc. (QuES&T)

The work includes providing all labor, materials, machinery, tools, equipment and other means of construction necessary and incidental to the completion of the work described in these specifications including, but not necessarily limited to the following: Installation of site fencing, demolition and disposal of the existing structure with ACM in-place, backfilling with soil and seeding, amongst other things. All applicable permits for this controlled demolition project have been obtained from the New York State Department of Labor by the City of Newburgh.

Complete sets of the drawings, specifications and bid forms, becoming available to the public on Wednesday, November 25, 2020, may be viewed and downloaded at no charge by visiting the Empire State Purchasing Group website (also known as BidNet) at: www.BidNetDirect.com/new-york/city-of-newburgh, selecting the "Open Solicitations" tab and title of solicitation. Vendors may have to register if visiting this site for the first time. Bids will only be accepted from those vendors having downloaded all Bid Documents from the Empire State Purchasing Group website which are then considered and listed as an Official Plan Holder.

Contractors must obtain Contract Documents from the Empire State Purchasing Group site in order to be placed on the official Plan Holders list, receive Addenda and other Bid correspondence. Bids received from Contractors other than those on the official Plan Holders list will not be accepted.

All Bids must be made on the official Bid Form or an exact copy by reproduction thereof, with signatures made in blue ink to ensure original documents have been submitted, and enclosed in a sealed envelope. This is a lump sum bid as described in the Instructions to Bidders. No Bidder may withdraw his or her Bid within forty-five (45) calendar days after the actual date of the opening thereof. Each Bid must be accompanied by a bid security in the amount of five (5) percent of the base bid in accordance with the Instructions to Bidders.

The successful Bidder will be required to furnish construction performance and payment bonds in the full amount of the contract price. The successful Bidder will be required to comply with all provisions of the Federal Government Equal Employment Opportunity clauses issued by the Secretary of Labor on May 21, 1968 and published in the Federal Register (41CFR Part 60-1, 33 F.2 7804).

OWNER reserves the right to reject any and all Bids, to waive any and all informalities and the right to disregard all nonconforming, non-responsive or Conditional Bids.

OWNER:	**Engineer:**	**CONSULTANT:**	**Contact:**
City of Newburgh	Jason C. Morris	QuES&T	Rudy Lipinski
83 Broadway	City Engineer	1376 Route 9	Director of Field Operations
Newburgh, NY 12550		Wappingers Falls, NY 12590	(845) 298-6251

BY ORDER OF THE CITY OF NEWBURGH

By: _____ Dated: November 20, 2020

City Comptroller Todd Venning

"AN EQUAL OPPORTUNITY, AFFIRMATIVE ACTION EMPLOYER"

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RESOLUTION NO.: _____ - 2020

OF

DECEMBER 14, 2020

A RESOLUTION DECLARING POLICE DEPARTMENT AND FIRE DEPARTMENT VEHICLES AND DEPARTMENT OF PUBLIC WORKS VEHICLES AND EQUIPMENT AS SURPLUS

WHEREAS, the City of Newburgh Department of Public Works possesses vehicles and equipment identified as a 2004 Ford van, 2001 a Dodge 4 X 4, and an Ammco brake lathe which are no longer of use to the City; and

WHEREAS, the City of Newburgh Police Department possesses vehicles identified as a 2006 Chevrolet Tahoe, a 2007 Mercury Mountaineer, a 2007 Ford Taurus, 2008 Dodge Durango, a 2009 Dodge Charger, two 2010 Dodge Chargers, a 2010 Dodge Journey, a 1987 Ford van, and a 2001 Dodge van which are no longer of use to the City; and

WHEREAS, the City of Newburgh Fire Department possess vehicles identified as two 2004 Jeep Grand Cherokees which are no longer of use to the City; and

WHEREAS, the Department of Public Works, the Police Department, and the Fire Department have requested that the vehicles and equipment be designated as surplus and sold; and

WHEREAS, the City Council has determined that declaring the vehicles and equipment as surplus 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 vehicles and equipment identified on the schedule attached hereto and made part hereof are hereby declared to be surplus and of no further use or value to the City of Newburgh; and

BE IT FURTHER RESOLVED, that the City Manager and/or City Comptroller be and they are hereby authorized to execute any required documents and conduct all necessary transactions to dispose of said surplus vehicles in accordance with the City of Newburgh's Surplus Property Disposition Policy and Procedure adopted by Resolution No. 174-2014 of July 14, 2014.

RESOLUTION NO.: _____-2020

OF

DECEMBER 14, 2020

A RESOLUTION AUTHORIZING THE EXECUTION OF A RELEASE OF RESTRICTIVE COVENANTS AND RIGHT OF RE-ENTRY FROM A DEED ISSUED TO DAVID DEFREEST AND ERIC ASHCROFT TO THE PREMISES KNOWN AS 255 BROADWAY (SECTION 35, BLOCK 2, LOT 4)

WHEREAS, on March 14, 1985, the City of Newburgh conveyed property located at 255 Broadway, being more accurately described on the official Tax Map of the City of Newburgh as Section 35, Block 2, Lot 4, to David DeFreest and Eric Ashcroft; and

WHEREAS, the attorney representing the current owner has requested a release of the restrictive covenants contained in said deed; and

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

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

RELEASE OF COVENANTS AND
RIGHT OF RE-ENTRY

KNOWN ALL PERSONS BY THESE PRESENTS, that the City of Newburgh, a municipal corporation organized and existing under the Laws of the State of New York, and having its principal office at City Hall, 83 Broadway, Newburgh, New York 12550, in consideration of TEN ($10.00) DOLLARS lawful money of the United States and other good and valuable consideration, receipt of which is hereby acknowledged, does hereby release and forever quitclaim the premises described as 255 Broadway, Section 35, Block 2, Lot 4 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 March 14, 1985, from THE CITY OF NEWBURGH to DAVID DEFREEST AND ERIC ASHCROFT, recorded in the Orange County Clerk's Office on March 20, 1985, in Liber 2338 of Deeds at Page 185 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: _____, 2020

THE CITY OF NEWBURGH

By: _____
Joseph P. Donat, City Manager
Pursuant to Res. No.: _____-2020

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

On the ____ day of _____ in the year 2020, before me, the undersigned, a Notary Public in and for said State, personally appeared JOSEPH P. DONAT, 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.: _____ - 2020

OF

DECEMBER 14, 2020

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ACCEPT A DONATION OF MODULAR STREET FURNITURE FROM THE AWESOME NEWBURGH FOUNDATION

WHEREAS, the Awesome Newburgh Foundation has offered to donate to the City of Newburgh modular street furniture paid for by a developer and returned unused to the manufacturer; and

WHEREAS, the modular street furniture has a value of $199,997.95, and the Awesome Newburgh Foundation further offered to deliver the furniture to Newburgh and to install the furniture in City-owned parks and open spaces identified by the City at no cost to the City, an estimated value of services in the amount of $4,800.00; and

WHEREAS, this Council deems it to be in the best interests of the City of Newburgh to accept such donation;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager of the City of Newburgh be and he is hereby authorized to accept the donation of the modular street furniture and the delivery and installation by Awesome Newburgh Foundation, with the appreciation and thanks of the City of Newburgh.

RESOLUTION NO.: _____ - 2020

OF

DECEMBER 14, 2020

A RESOLUTION AUTHORIZING THE CITY MANAGER TO APPLY FOR AND ACCEPT IF AWARDED A NATIONAL PARK SERVICE AFRICAN AMERICAN CIVIL RIGHTS PROGRAM GRANT IN AN AMOUNT NOT TO EXCEED $50,000.00 WITH NO CITY MATCH TO UNDERTAKE AN ORAL HISTORY OF AFRICAN AMERICAN CIVIL RIGHTS IN THE CITY OF NEWBURGH

WHEREAS, the National Parks Service African American Civil Rights Grant Program provides funding for projects that document, interpret, and preserve sites and stories related to the African American struggle to gain equal rights as citizens; and

WHEREAS, the City of Newburgh proposes to record and document an oral history of the African American community in Newburgh since the 19th century, through the Great Migration, in relation to the community's culturally significant sites and historic neighborhoods focusing on the rich cultural heritage of the African American community in Newburgh, and also highlighting the long-term impacts of planning practices of the 20th century in and around the East End Historic District ("EEHD"), such as Urban Renewal, anti-Black lending practices, suburbanization and "white flight", and other policies that directly impacted the African American community in particular and the oral history will then serve as context for re-evaluating the scope and nature of our Historic District; and

WHEREAS, to ensure the City's preservation efforts prioritize cultural significance and community preservation alongside architectural integrity, the study will seek out current and former residents of Newburgh descended from African Slaves, migrants, and families impacted by Urban Renewal and other policies that historically prevented Black individuals and communities from accumulating land and wealth; procure a multimedia professional to produce high-quality recordings of individuals and families sharing their stories and other professionals to create online and written materials capturing these stories to be accessible to the general public; and consult with Historic Preservation professionals and African American Civil Rights scholars to assess how this historic information can support expansion of the nomination of our EEHD and culturally significant community preservation for the Black communities in Newburgh; and

WHEREAS, the City of Newburgh proposes to undertake the Project in with David Hochfelder and Dr. Ann Pfau, from the University at Albany, who are urban renewal scholars and currently caring for more than 100 boxes of the City of Newburgh's urban renewal archives; and

WHEREAS, no City matching funds are required and the City Council finds that it is in the best interests of the City of Newburgh and its further development to apply for and accept the grant if awarded;

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Newburgh that the City Manager be and he hereby is authorized to apply for and accept if awarded a National Park Service African American Civil Rights Program grant in an amount not to exceed $50,000.00 with no City match for a study to record and document an oral history of the African American community in the City of Newburgh; and that the City Manager is authorized to execute all such documentation and take such further actions as may be appropriate and necessary to accept such grant and administer the programs funded thereby.

RESOLUTION NO.: _____ - 2020

OF

DECEMBER 14, 2020

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A SMALL WIRELESS COMMUNICATIONS FACILITIES MASTER LICENSE AGREEMENT WITH VERIZON WIRELESS OF EAST LP

WHEREAS, Verizon Wireless of East LP is a Competitive Local Exchange Carrier with authority to operate throughout the State of New York to provide telecommunications services; and

WHEREAS, the City of Newburgh is required by federal and State statutes, regulations and orders to grant all telecommunications service providers access to and occupancy of the public rights-of-way within the City on a non-discriminatory basis for the purpose of installing facilities to provide telecommunications services; and

WHEREAS, Verizon Wireless of East LP has requested access to and occupancy of the City's rights-of-way for the purpose of installing small cell infrastructure on existing utility poles and light poles, including utility poles and light poles owned by the City, within the jurisdictional boundaries of the City; and

WHEREAS, the City is authorized by State statutes, regulations and orders to recover just and reasonable costs for administering telecommunications providers' access to the public rights-of-way within City's jurisdictional boundaries and requires an agreement between Verizon Wireless of East LP, and the City; and

WHEREAS, this Council has reviewed a Small Wireless Communications Facilities Master License Agreement with Verizon Wireless of East LP and finds that entering into such Agreement is in the best interests of the City of Newburgh;

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Newburgh that this action constitutes a "Type II", as the quoted term is defined in the State Environmental Quality Review Act Regulations and that no further review for SEQRA purposes is required; and

BE IT FURTHER RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he hereby is authorized to execute the attached Small Wireless Communications Facilities Master License Agreement, in substantially the same form as attached hereto and made part hereof with other provisions as Corporation Counsel may require, with Verizon Wireless of East LP for the installation of small cell infrastructure on utility poles and light poles located within the jurisdictional boundaries of the City of Newburgh.

RESOLUTION NO.: _____ - 2020

OF

DECEMBER 14, 2020

A RESOLUTION AUTHORIZING THE CONSERVATION ADVISORY COUNCIL AND THE CITY MANAGER TO APPLY FOR AND ACCEPT IF AWARDED AN ARBOR DAY FOUNDATION TD GREEN SPACE PROGRAM GRANT IN THE AMOUNT OF $20,000.00 TO SUPPORT NEW TREE PLANTING IN THE CITY OF NEWBURGH

WHEREAS, the City of Newburgh Conservation Advisory Council has requested that the City of Newburgh authorize its application to the Arbor Day Foundation TD Green Space Grant program to support planting 36 new trees throughout the City of Newburgh during 2021; and

WHEREAS, the Arbor Day Foundation TD Green Space Grant program 2021 theme will prioritize communities disproportionately impacted by COVID-19; and

WHERAS, such grant funding shall be in an amount not to exceed $20,000.00 and requiring no match from the City and will also provide education and training for youths, renters and property owners in the importance of having a tree canopy in the midst of an Urban Heat Island; how, when and where to plant trees; tree maintenance; the relationship of racial justice and adequate access to natural spaces; and the effect of trees on the health of people.; and

WHEREAS, this Council has determined that making such application and accepting such grant funds if awarded is in the best interests of the City of Newburgh and its further development;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City of Newburgh Conservation Advisory Council and the City Manager be and they are hereby authorized to apply for and accept if awarded an Arbor Day Foundation TD Green Space Program grant in the amount of $20,000.00 to support the planting of 36 trees throughout the City of Newburgh during 2021; and

BE IT FURTHER RESOLVED, that the City Manager be and he is hereby further authorized to execute any documents in connection with such grant and to take all measures as may be appropriate and necessary to carry out such program.

RESOLUTION NO.: _____ - 2020

OF

DECEMBER 14, 2020

RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE AN EXTENSION UNTIL JUNE 30, 2021 TO THE AGREEMENT OF LEASE WITH RIVERSIDE NEWBURGH REALTY, LLC FOR THE CONTINUED LEASE OF VACANT REAL PROPERTY KNOWN AS SECTION 31, BLOCK 5, LOTS 13.2 AND 14 FOR THE PURPOSE OF PROVIDING PARKING FOR THE NEWBURGH-BEACON FERRY COMMUTERS

WHEREAS, the City of Newburgh ("City") and Memorare Realty Holding Corp. ("Memorare") executed a Lease on July 30, 2004 for the lease and use of approximately 3.65 acres of vacant real property situated on the Hudson River known as Section 31, Block 5, Lots 13.2 and 14, for the purpose of providing parking for users of the Newburgh-Beacon Ferry and other parkers during non-commuting hours, with the City being reimbursed by New York State for the rental payments and improvements provided under such Lease; and

WHEREAS, by Resolution No. 142-2010 of June 14, 2010, the City Council authorized the City Manager to execute a First Amended Agreement of Lease with Memorare to accord with the amended reimbursement agreement with New York State that was effective April 21, 2010; and

WHEREAS, by Resolution No. 169-2014 of July 14, 2014, Resolution No. 308-2014 of December 15, 2014, Resolution No. 75-2015 of April 13, 2015 and Resolution No. 318-2015 of December 15, 2015, the City Council authorized an extensions of the renewal term of the First Amended Lease through January 31, 2017; and

WHEREAS, the First Amended Lease was assigned to RBG of Newburgh, LLC ("RBG"), and by Resolution No. 10-2017 of January 10, 2017, the City Council authorized a New Agreement of Lease ("New Lease") with RBG for the period February 1, 2017 through December 31, 2018; and

WHEREAS, the New Lease was assigned to Riverside Newburgh Realty, LLC ("Riverside"), and by Resolution No. 372-2018 of December 10, 2018, the City council authorized and extension of the New Lease through June 30, 2019; and

WHEREAS, by Resolution No. 145-2019 of June 10, 2019, the City Council authorized a Second New Lease between the City and Riverside for the period July 1, 2019 through December 31, 2020; and

WHEREAS, the City and Riverside agree that due to the Coronavirus pandemic it is necessary to enter into a six (6) month extension of the Second New Lease for the period January 1, 2021 through June 30, 2021 to provide additional time to adequately evaluate renewal options; the same being in the best interests of the City of Newburgh;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager on behalf of the City of Newburgh, be and he is hereby authorized to execute an Addendum to the Second New Agreement of Lease providing for a six (6) month extension a term beginning on January 1, 2021 through June 30, 2021 with Riverside Newburgh Realty, LLC, in substantially the same form as annexed hereto with other provisions as Corporation Counsel may require, for the purpose of providing parking for users of the Newburgh-Beacon Ferry and uses associated therewith.

ADDENDUM TO AGREEMENT OF LEASE

THIS ADDENDUM TO AGREEMENT OF LEASE ("Addendum"), made as of this ___ day of December, 2020, by and between Riverside Newburgh Realty, LLC., a New York limited liability corporation, having an address of P.O. Box 8, Newburgh, New York 12551, ("Riverside"), and the City of Newburgh, a New York municipal corporation with principal offices at 83 Broadway, City Hall, Newburgh, New York 12550 ("City").

W I T N E S S E T H:

WHEREAS, Riverside and the City executed an Agreement of Lease dated June 21, 2019 for a term commencing on July 1, 2019 and terminating on December 31, 2020 (the "Lease Agreement"), covering certain vacant real property situated along the west bank of the Hudson River and comprised of portions of two contiguous parcels of land (commonly known, respectively, Tax Map Nos.: Section 31, Block 5, Lot 13.2 and; Section 31, Block 5, Lot 14) with an aggregate of approximately 3.65 acres, in the City of Newburgh, in the County of Orange and State of New York (the "Property"); and

WHEREAS, the Lease Agreement will expire on December 31, 2020 and the City desires to continue to lease from Riverside the Property for use in connection with parking to be used for ferry service between the Cities of Newburgh and Beacon and uses associated therewith (the "Project") and Riverside desires to lease to City the Property therefor and the parties agree that it is necessary to extend the term of the Lease Agreement for the period January 1, 2021 through June 30, 2021:

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. The term set forth in Paragraph 1.3 of the Lease Agreement shall be extended for an additional term commencing on January 1, 2021 and terminating on June 30, 2021 ("Extension Term").
2. The Renewal Options set forth in Paragraphs 5.1 and 5.2 of the Lease Agreement are amended as follows:
    a. No later than two (2) months prior to the expiration of the Extension Term, unless the Lease is sooner terminated, each party shall have the right to notify the other of its intention to terminate the Lease Agreement, or to seek a renewal thereof.
    b. Upon the mutual agreement of the parties, the Lease may be renewed for two (2) additional terms: The first renewed term commencing on July 1, 2021 and expiring on December 31, 2022 and the second renewed term commencing on January 1, 2023 and expiring on December 31, 2024; provided, however, if the first renewal term is not agreed upon by the parties, there shall be no option to renew for the second renewal term.

3. For the balance of the Extension Term, rent shall be payable monthly in advance in equal monthly installments of Twenty-One Thousand Nine Hundred Sixteen ($21,916) Dollars, provided however that City shall have the right to terminate this lease if the City has not received reimbursement from state sources, including but not limited to the Metropolitan Transportation Authority, Metro-North Railroad and/or The New York State Department

of Transportation, of the full amount of the rent under the Lease Agreement, and in no event shall City's obligation to pay rent to Riverside exceed City's reimbursement from other sources.

4. All other terms and conditions set forth in the Lease Agreement shall remain in full force and effect during the Renewal Term.

IN WITNESS WHEREOF, Riverside, as Landlord, and the City, as Tenant have duly executed this Lease Addendum in duplicate as of the day and year first above written.

RIVERSIDE NEWBURGH REALTY, LLC Landlord

By: _____
William Kaplan, Manager

By: _____
Joseph A. Bonura, Sr., Manager

CITY OF NEWBURGH, Tenant

By: _____
Joseph P. Donat
City Manager
Per Res. No

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

On the ____ day of December in the year 2020, before me, the undersigned, a Notary Public in and for said State, personally appeared WILLIAM KAPLAN, 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 December in the year 2020, before me, the undersigned, a Notary Public in and for said State, personally appeared JOSEPH A. BONURA, SR., 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 2020, before me, the undersigned, a Notary Public in and for said State, personally appeared JOSEPH P. DONAT, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in her capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted; executed the instrument.

_____

RESOLUTION NO.: _____ - 2020

OF

DECEMBER 14, 2020

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A SIXTH MEMORANDUM OF UNDERSTANDING WITH METRO-NORTH COMMUTER RAILROAD COMPANY TO PROVIDE REIMBURSEMENT OF PARKING LOT LEASE PAYMENTS RELATED TO THE NEWBURGH-BEACON FERRY SERVICE

WHEREAS, the City of Newburgh and Metro-North Commuter Railroad ("MNR") entered into an Agreement, dated August 16, 2004 (the "Agreement"), concerning the mooring, docking and use of facilities in the City in connection with commuter ferry service to be operated by MNR or its contractor between the City of Beacon and the City of Newburgh; and

WHEREAS, in compliance with the terms of the Agreement, the City entered into a lease with the owner of certain premises to provide a docking facility and 250 space parking lot for the ferry service, beginning July 30, 2014, and superseded by a First Amended Lease, effective April 21, 2010 and extended through December 31, 2015, (the "Amended Lease"); and

WHEREAS, by Resolution No. 169 - 2014 of July 14, 2014, Resolution No. 308-2014 of December 15, 2014, Resolution No. 75 -2015 of April 13, 2015, and Resolution No. 318-2015 of December 15, 2015, the City Council authorized extensions of the renewal term of the First Amended Lease through January 31, 2017; and

WHEREAS, the First Amended Lease was assigned to new owner, RBG of Newburgh, LLC ("RBG"), and by Resolution No. 10-2017 of January 10, 2017, the City authorized a New Agreement of Lease with RBG for the period February 1, 2017 through December 31, 2018 (the "New Lease"); and

WHEREAS, the New Lease was assigned to Riverside Newburgh Realty, LLC ("Riverside"), and by Resolution No. 372-2018 of December 10, 2018, the City authorized an extension of the New Lease for the period January 1, 2019 through June 30, 2019; and

WHEREAS, by Resolution No. 145-2019 of June 10, 2019, the City Council authorized a Second New Lease between the City and Riverside for the period July 1, 2019 through December 31, 2020 (the "Second New Lease"); and

WHEREAS, by Resolution No. 111-2015 of May 11, 2015, Resolution No. 11-2017 of January 9, 2017, Resolution No. 373-2018 of December 10, 2018, and Resolution No. 146-2019 of June 10, 2019, the City Council authorized a Second, Third, Fourth, and Fifth Memorandum of Understanding with MNR to provide reimbursement to the City of Newburgh for payments

made under the First Amended Lease, New Lease, and Second New Lease for the purpose of providing parking for users of the Newburgh-Beacon Ferry; and

WHEREAS, due to the Coronavirus pandemic it is necessary to enter into a six (6) month extension of the Second New Lease for the period January 1, 2021 through June 30, 2021 (the "Second New Lease Extension") to provide additional time to adequately evaluate renewal options; and

WHEREAS, the City and MNR wish to work cooperatively to ensure the continuation of the ferry service between the Cities of Newburgh and Beacon by providing continued reimbursement to the City for payments under the Second New Lease Extension with Riverside consistent with the term of the Second New Lease extension; the same being in the best interests of the City of Newburgh;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager on behalf of the City of Newburgh, be and he is hereby authorized to execute a Sixth Memorandum of Understanding coterminous with the period of the extension of the Second New Agreement of Lease, with such other terms and conditions as may be recommended by the Corporation Counsel, for Metro-North Commuter Railroad to provide reimbursement to the City of Newburgh for payments made under the Second New Lease Extension with Riverside Newburgh Realty, LLC for the purpose of providing parking for users of the Newburgh-Beacon Ferry.

12/4/20

SIXTH MEMORANDUM OF UNDERSTANDING

SIXTH MEMORANDUM OF UNDERSTANDING ("SIXTH MOU") dated _____ __, 2020, by and between Metro-North Commuter Railroad Company ("Metro-North"), a public benefit corporation of the State of New York and a subsidiary of the Metropolitan Transportation Authority ("MTA"), with its principal offices at 420 Lexington Avenue, 11th floor, New York, New York 10170 and the City of Newburgh ("City"), a municipal corporation with its principal offices located at City Hall, 83 Broadway, Newburgh, New York 12550 (collectively, the "Parties").

WHEREAS, the Parties entered into an Agreement dated August 16, 2004 (the "Agreement"), concerning the mooring, docking and use of facilities in the City in connection with commuter ferry service to be operated by Metro-North or its contractor between the City of Beacon and the City of Newburgh ("Ferry Service"); and

WHEREAS, the Agreement states that the City will enter into a lease with the owner of certain premises ("Premises") to provide a docking facility and 250 space parking lot for the Ferry Service (the "Lease"), and the City did enter into such Lease, beginning July 30, 2004 and superseded by a First Amended Lease effective April 21, 2010 and extended through December 31, 2015 (the "Amended Lease"); and

WHEREAS, the City and the New York State Department of Transportation ("NYSDOT") had entered into a contract dated July 12, 2006, by which NYSDOT reimbursed the City for the rent payments under the Lease, but this contract expired; and

WHEREAS, the City had represented that it lacked funds to make the rent payments under the Amended Lease for the period from May 2015 through December 2015 ("May-December Period") and had requested that Metro-North reimburse the City for the rent payments under the Amended Lease for the May-December Period; and

WHEREAS, NYSDOT had indicated to the City that it will reimburse the City for the rent payments under the Amended Lease up to and including April 2015, and thereafter had committed to provide Congestion Mitigation and Air Quality ("CMAQ") funds to Metro-North, which could be used to reimburse Metro-North for assistance payments made to the City by Metro-North to fund the Amended Lease; and

WHEREAS, the City and Metro-North had entered into a Memorandum of Understanding dated May 26, 2015 ("MOU") whereby Metro-North had agreed to reimburse the City for the rent payments made by the City under the Amended Lease for the May-December Period at the rate of $21,278 per month; and

WHEREAS, the Amended Lease was further extended for the period January 1, 2016 through January 31, 2017 at the same rate of $21,278 per month ("January 1, 2016 – January 31, 2017 Period"); and

WHEREAS, the City had represented that it lacked the funds to make the rent payments under the Amended Lease for the January 1, 2016 – January 31, 2017 Period and had requested that Metro-North reimburse the City for the rent payments under the Amended Lease for the January 1, 2016 – January 31, 2017 Period; and

WHEREAS, the City and Metro-North entered into a Second Memorandum of Understanding dated January 26, 2016 ("Second MOU") whereby Metro-North had agreed to reimburse the City for the rent payments made by the City under the Amended Lease for the January 1, 2016 – January 31, 2017 Period at the rate of $21,278 per month; and

WHEREAS, the City entered into a new lease with the new owner of the Premises to provide a docking facility and 250 space parking lot for the Ferry Service (the "New Lease") for a term beginning February 1, 2017 and continuing until December 31, 2018 with rent payments of $21,278 per month ("February 1, 2017 – December 31, 2018 Period") and requested that Metro-North reimburse the City for the rent payments under the New Lease for the February 1, 2017 – December 31, 2018 Period; and

WHEREAS, the City and Metro-North entered into a Third Memorandum of Understanding dated January 31, 2017 ("Third MOU") whereby Metro-North agreed to reimburse the City for the rent payments made by the City under the New Lease for the February 1, 2017 – December 31, 2018 Period at the rate of $21,278 per month; and

WHEREAS, the New Lease was extended for the period January 1, 2019 through June 30, 2019 ("New Lease Extension") at the same rate of $21,278 per month ("January 1, 2019 – June 30, 2019 Period") and the City requested that Metro-North reimburse the City for the rent payments under the New Lease Extension for the January 1, 2019 – June 30, 2019 Period; and

WHEREAS, the City and Metro-North entered into a Fourth Memorandum of Understanding dated February 14, 2019 ("Fourth MOU") whereby Metro-North agreed to reimburse the City for the rent payments made by the City under the New Lease Extension for the January 1, 2019 – June 30, 2019 Period at the same rate of $21,278 per month; and

WHEREAS, the City entered into a second new lease with a second new owner of the Premises to provide a docking facility and 250 space parking lot for the Ferry Service ("Second New Lease") for a term beginning on July 1, 2019 and continuing until December 31, 2020 with rent payments of $21,916 per month ("July 1, 2019 – December 31, 2020 Period") and requested that Metro-North reimburse the City for the rent payments under the Second New Lease for the July 1, 2019 – December 31, 2020 Period; and

WHEREAS, the City and Metro-North entered into a Fifth Memorandum of Understanding dated July 30, 2019 ("Fifth MOU") whereby Metro-North agreed to reimburse the City for the rent payments made by the City under the Second New Lease for the July 1, 2019 – December 31, 2020 Period at the same rate of $21,916 per month; and

WHEREAS, the Second New Lease was extended for the period January 1, 2021 through June 30, 2021 ("Second New Lease Extension") at the same rate of $21,916 per month ("January 1, 2021 – June 30, 2021 Period"); and

WHEREAS, the City continues to maintain that it lacks funds to make the rent payments under the Second New Lease Extension for the January 1, 2021 – June 30, 2021Period; and

WHEREAS, unless the rent payments under the Second New Lease Extension are made to the landlord for the January 1, 2021 – June 30, 2021 Period, the Ferry Service is in danger of being discontinued; and

WHEREAS, the Ferry Service is important to the City as well as being an important part of Metro-North's provision of commuter service to its ridership, especially for commuters from Orange and Dutchess Counties; and

WHEREAS, the Parties desire to prevent the discontinuance of the Ferry Service.

NOW THEREFORE, in consideration of the benefits accruing to each of the Parties hereto, the Parties agree as follows:

1. Supplement. Unless otherwise stated herein, this Sixth MOU supplements the terms set forth in the Agreement, the MOU, the Second MOU, the Third MOU, the Fourth MOU and the Fifth MOU.

2. Lease Rent Payments: Metro-North agrees to reimburse the City for the rent payments made by the City under the Second New Lease Extension for the January 1, 2021 – June 30, 2021 Period only, at the rate of $21,916 per month, which continues the one-time increase of 3% and the first rent increase since 2013. For the January 1, 2021 – June 30, 2021 Period, the City will make timely monthly rent payments to the lessor under the Second New Lease Extension. The City will submit proof of each timely monthly rent payment along with an invoice for that monthly rent payment to Metro-North within ten (10) days of making the rent payment. Metro-North agrees to pay the City within thirty (30) days of receipt of the City's invoice for the monthly rent payment and proof of timely payment of the monthly rent payment under the Second New Lease Extension.

3. During the January 1, 2021 – June 30, 2021 Period, the City agrees to comply with all terms under the Second New Lease Extension, not to terminate the Second New Lease Extension and not cause the landlord to terminate the Second New Lease Extension. If the City or the landlord terminates or cancels the Second New Lease Extension, then this Sixth MOU shall automatically terminate at the same time as the termination or cancellation of the Second New Lease Extension. Upon termination or cancellation of the Second New Lease Extension, Metro-North shall have no further obligations under this Sixth MOU and Metro-North shall have the right to discontinue the Ferry Service.

4. Metro-North is not required to reimburse the City for any late fees, interest or other charges under the Second New Lease Extension.

5. This Sixth MOU does not create any obligations for Metro-North in connection with the Second New Lease Extension, or create any landlord-tenant relationship between the Parties.

6. The Parties agree to diligently work together in a cooperative and time sensitive manner to identify and make available alternative locations for the Ferry Service, docking facility and parking facility suitable to the needs of each party, and to cooperatively work together to identify other sources of funding for the Ferry Service, docking facility and parking facility.

7. Assignment: Neither party shall assign, transfer or delegate any of its rights or obligations under this Sixth MOU without the written consent of the other party, provided that Metro-North may so assign, transfer or delegate to the MTA any such right or obligation upon written notice to the City.

8. Personal Liability: No officer, director, member or employee of either of the parties hereto shall be liable personally or be sued individually for damages under or by reason of this Sixth MOU.

9. Notices: (a) Any notice, request, approval, demand or other communication under this Sixth MOU shall be in writing and given by (i) hand delivery, (ii) mailing the same by registered or certified mail, return receipt requested, (iii) reputable overnight courier service, or (iv) email transmission with an original sent by any manner above described, addressed in each case as follows:

If to Metro-North:

Metro-North Commuter Railroad Company
420 Lexington Avenue, 11th floor
New York, New York 10170
Attention: General Counsel
Email: _____

If to the City:

City of Newburgh
City Hall
83 Broadway
Newburgh, New York 12550
Attn: City Manager
Email: jdonat@cityofnewburgh-ny.gov

With a copy to:

City of Newburgh
City Hall
83 Broadway
Newburgh, New York 12550

Attn: Corporation Counsel
Email: mkelson@cityofnewburgh-ny.gov

(b) Any party may by notice to the other change the addresses to which notice to such party or copies of such notices shall thereafter be sent. Notices shall be deemed to have been given (i) immediately upon acknowledgement of receipt when delivered by personal service on the person(s) designated to receive notice, (ii) on the fourth (4^{th}) business day after the same shall have been deposited in the United States mails as aforesaid, (iii) on the next business day after the same shall have been sent by overnight courier service and (iv) upon receipt of the email; provided that no notice shall be deemed to have been given until a copy thereof has been given to each person entitled thereto as set forth above.

10. No Third-Party Rights. No provision of this Sixth MOU shall create or give to third-parties any claim or right of action against the Parties hereto.

11. Board Approval Necessary. This Sixth MOU will only become effective upon approval of the Boards of the respective parties.

12. Miscellaneous:

a) This Sixth MOU contains the entire agreement of the Parties respecting the subject matter hereof.

b) This Sixth MOU may be amended, modified or supplemented only by an instrument in writing signed by the Parties hereto.

c) The headings of the various paragraphs, exhibits and attachments of this Sixth MOU are for the convenience of reference only and do not in any way define or limit the scope of intent of any provision hereof.

d) If any provision of this Sixth MOU is to any extent invalid or unenforceable, the remainder of this Sixth MOU, and the application of such provision to matters as to which it is not invalid or unenforceable, shall not be affected thereby.

e) This Sixth MOU shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective successors and permitted assigns.

f) This Sixth MOU may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

g) This Sixth MOU shall be governed by and construed in accordance with the laws of the State of New York.

h) Either party may terminate this Sixth MOU upon sixty (60) days written notice, provided that any obligations incurred by either party prior to the termination date, shall survive such termination.

IN WITNESS WHEREOF, Metro-North and the City have caused this Sixth Memorandum of Understanding to be duly executed as of the date first above written.

METRO-NORTH COMMUTER RAILROAD COMPANY

_____

BY:

CITY OF NEWBURGH

_____

BY: Joseph P. Donat, City Manager
Per Resolution No.

RESOLUTION NO.: _____ - 2020

OF

DECEMBER 14, 2020

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH MESH REALTY GROUP, INC. FOR RESIDENTIAL PROPERTY MANAGEMENT SERVICES

WHEREAS, on October 21, 2020 the City of Newburgh issued a Request for Qualifications for Property Management Services; and

WHEREAS, a total of one (1) proposal was duly received and opened on November 20, 2020; and

WHEREAS, the proposal was been reviewed by the necessary and appropriate staff; and

WHEREAS, upon such review of the submitted proposal, staff determined that Mesh Realty Group, Inc. provided a proposal that was consistent with the needs of the City, has a firm understanding of the local rental market, met minimum property management qualifications, and proposed a reasonable fee structure for its services; and

WHEREAS, this Council has reviewed the attached proposal and has determined that entering into a contract for property management services with Mesh Realty Group, Inc. is in the best interests of the City of Newburgh;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the City Manager be and he is hereby authorized to enter into an agreement with Mesh Realty Group, Inc., upon terms and conditions to be approved by the Corporation Counsel, for property management services.

REQUEST FOR QUALIFICATIONS (RFQ 14.20) FOR

PROPERTY MANAGEMENT SERVICES FOR THE CITY OF NEWBURGH, NY

Released: Wednesday, October 21, 2020
Due: Friday, November 13, 2020

Purpose

The City of Newburgh has a portfolio of properties acquired under the provisions of the New York State Real Property Tax Law (RPTL). The City of Newburgh seeks a Property Manager to provide professional property management services for select, occupied City-owned properties.

Qualifications

The Property Manager should have a minimum five years' experience in all aspects of property management, with an emphasis in managing properties in the City of Newburgh.

Scope of Work

The scope of work to be undertaken by the Property Manager, under the direction of the City of Newburgh's Department of Planning and Development, includes but is not limited to the following services:

- Act as a liaison between the City of Newburgh and occupants of the properties.
- Establish market-justified dollar amounts for monthly rents for each property, in consultation with the City's Department of Planning and Development.
- Prepare and complete leases and other required documents as directed by the City's Department of Planning and Development.

- Make arrangements for monthly collection and submission of rents to the City of Newburgh.
- Maintain a current tenant list containing - at a minimum - names of occupants, contact telephone numbers and email address.
- Obtain copies of keys for each property.
- Arrange access to each property for inspections by City of Newburgh staff as soon as possible after the City acquires ownership.
- Manage vendors, such as for lawn and landscaping maintenance, snow and ice removal, and other general maintenance items, or self-perform.
- Pay vendors, utility bills and any other obligations.
- Make regular visits to the site. Perform exterior inspections at least on a monthly basis.
- Provide the City's Department of Planning and Development with monthly operating reports (income and expense statements).
- Perform necessary repairs and maintenance if building has deficiencies, requesting approval if repairs exceed an agreed-upon threshold amount (an amount to be determined or proposed).
- Perform emergency repairs to up an agreed-upon amount (an amount to be determined or proposed).
- Get proposals/quotes from professional/licensed subcontractors (if necessary).
- Obtain building permits for repairs (if required).
- Provide construction management and inspection services (if requested).
- Post notices at the building notifying tenants of planned events such as maintenance or construction projects.
- Provide a 24-hour phone service for emergency issues, and notify the City of Newburgh of any emergencies within one (1) business day
- Contact tenants when entry into the building is requested by the City of Newburgh or if walk-through tours are requested by the City of Newburgh.
- Manage any Release of Liability ("hold harmless") forms for anyone entering the building.
- Respond to tenant requests.
- Maintain general liability insurance that lists the "City of Newburgh" as the insured party.
- Other duties as assigned.

Submission Material

All applicants should submit one original and four copies of the following:

- Resume of the Property Manager (the principal(s) of the firm), along with a listing of all key personnel involved with property management, including relevant experience, qualifications, roles and responsibilities.
- Provide an overview of the experience and qualifications of the Property Management Firm, and describe its property management services.
- List of all properties currently managed in the City of Newburgh. Managed properties should not have any outstanding building code violations or have a significant history of building code violations. Managed properties should have rental licenses issued by the City of Newburgh Code Compliance Department.
- List of all properties in the City of Newburgh owned by the Property Manager – as an individual, partner or as a principal/officer in a corporate entity. Any properties owned by the property manager should be current on all municipal obligations (taxes, water and sanitation), should not have an Installment Payment Agreement (IPA) in place, and should not have any outstanding building code violations or have a significant history of building code violations. Any vacant properties owned by the Property Manager should be registered on the Vacant Building Registry (VBR) maintained by the City of Newburgh Code Compliance Department. Any rental properties owned by the Property Manager should have a current rental license issued by the City of Newburgh Code Compliance Department.
- Proposed fee and cost structure for the management of the select City-owned properties based on the Scope of Work.
- Three (3) client references (name, telephone number, email address).
- Disclose any potential conflicts of interest with any City of Newburgh elected official(s) or staff.

Evaluation Criteria

- Experience - Demonstrated experience of the Property Manager and key personnel in all aspects of property management, most particularly in property management experience in the City of Newburgh. (70%)
- Fee/Cost Structure: Competitiveness of fee/cost proposal. (20%)
- Office Location: Preference given to property manager who has a physical office within a 10-mile radius of the City of Newburgh. (10%)

Other Criteria

The relationship to the City of the successful respondent will be that of an independent contractor. As an independent contractor, the property manager or the property manager's employees will not claim to be an officer or employee of the City of Newburgh.

The Process

Responses to this RFQ will be evaluated by a selection committee comprised of City of Newburgh staff. The City of Newburgh reserves the right to verify the accuracy of all information submitted.

One or more applicants may be asked to meet with the selection committee in a formal interview process. However, selection may take place without such interviews. Therefore, applicants are urged to submit proposals as complete as possible on their initial submission. Applicants may be asked to submit additional information, if deemed warranted.

When the selection committee reaches a consensus, their recommendation – along with the terms and conditions of the arrangement - will be submitted to the City Council for approval. Once the Council approves the selected Property Manager, a written agreement must be signed by both the designated Property Manager and the City Manager. The Property Manager is expected to commence work as soon as the agreement is fully executed.

Submission of Proposals

An evaluation of the responses contained in the previous section will serve as a basis of selection of a Property Manager best suited to meet the City's needs. This may or may not be the Property Manager who offers the lowest fee or costs. The City of Newburgh reserves the right to amend its evaluation criteria, at its sole discretion.

The City of Newburgh may terminate the RFQ process at any time for any reason. The City of Newburgh also reserves the right to reject any and/or all proposals received, to waive any submission requirements contained within this RFQ, and to waive any irregularities in any submitted response.

The issuance of the RFQ does not obligate the City of Newburgh to select a Property Manager and/or enter into any agreement. Any submission does not constitute business terms under any eventual agreement.

This RFQ does not in any way commit the City of Newburgh to reimburse respondents for any costs associated with the preparation and submission this this request.

The City may issue addendums or answers to questions for this RFQ through the City of Newburgh's website (www.cityofnewburgh-ny.gov). It is the responsibility of the applicant to monitor and respond as requested.

All responses must be received by Friday, November 13, 2020 by the close of business (4:00 pm). Responses which do not meet this deadline will not be considered. **Faxed or electronic submissions will not be considered**. All responses – again, one original and four copies - must be submitted either by mail or in person to:

City of Newburgh,
Office of the Comptroller
City Hall
83 Broadway, 4th Floor
Newburgh, NY 12550

Please direct all questions regarding this RFQ in writing to the City of Newburgh's Department of Planning and Development Department at:
planning@cityofnewburgh-ny.gov

RESOLUTION NO.: _____ - 2020

OF

DECEMBER 14, 2020

A RESOLUTION APPROVING A SALES TAX AGREEMENT EXTENSION BETWEEN THE COUNTY OF ORANGE AND THE CITIES OF NEWBURGH, MIDDLETOWN AND PORT JERVIS FOR 2021 THROUGH 2023

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;

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, 2021 to February 28, 2023;

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, 2021 to February 28, 2023 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.

Steven M. Neuhaus
County Executive

DEPARTMENT OF FINANCE
KARIN E. HABLOW, COMMISSIONER

255 Main St
Goshen, NY 10924

Phone: 845-291-2485
Fax: 845-378-2372

received
12/3/20

December 2, 2020

Mr. Joseph Donat
City Manager, City of Newburgh
83 Broadway
Newburgh, NY 12550
JDonat@cityofnewburgh-ny.gov

Hon. Joseph DeStefano
Mayor, City of Middletown
16 James Street
Middletown, NY 10940
jdestefano@middletown-ny.com

Hon. Kelly Decker
Mayor, City of Port Jervis
20 Hammond Street
Port Jervis, NY 12771
portjervismayor@gmail.com

Dear Mayors and City Manager Donat:

The current sales tax agreement between the Cities and County expires at the end of February, 2021. Attached please find a copy of the sales tax extension agreement between the Cities extending the same for two years. 2020 census data is not yet finalized. Accordingly, the numbers herein continue to reflect 2010 census data.

The agreement continues the present sharing arrangement and reflects that if sales tax levels increase or decrease, local governments will share accordingly. I enclose a copy of the existing (signed) agreement as well. Should your finance personnel have any questions on this, please feel free to have them contact me. Likewise, should your Corporation Counsel have any questions they may contact the County Attorney at 845 291 3150.

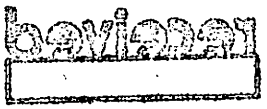
Please take any necessary steps to authorize you or an appropriate signatory to sign this on behalf of your respective municipality and send two originals of the same to me. I will forward the fully executed agreement to the State Comptroller and County Department of Taxation and Finance.

Thank you.

Sincerely,

KARIN HABLOW
Commissioner of Finance

cc: Hon. Leigh J. Benton, Chairman Ways and Means Committee, Orange County Legislature
Enc.: 2021-2023 agreement
Signed existing agreement



AGREEMENT

THIS AGREEMENT made this day of _____, 2021 BETWEEN

COUNTY OF ORANGE

AND

THE CITY OF NEWBURGH

AND

CITY OF MIDDLETOWN

AND

CITY OF PORT JERVIS

All being municipal corporations of the State of New York;

WITNESSETH:

WHEREAS, the COUNTY OF ORANGE has imposed a Sales and Compensating Use Tax, pursuant to the laws of the State of New York, and

WHEREAS, Article 29, of the Tax Law of the State of New York authorizes 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 Commissioner, and further provides certain priorities and preemptive rights for each of the parties, and

WHEREAS, there was in existence an Agreement dated January 10, 2008, by and between the County of Orange, hereinafter referred to as the COUNTY, and the CITY OF NEWBURGH, and the CITY OF MIDDLETOWN, and the CITY OF PORT JERVIS, hereinafter referred to as the CITIES; said Agreement by its terms expired February 28, 2011, and

WHEREAS, the COUNTY and CITIES subsequently reached and extended various agreements relating to the extension and/or modification of the Agreement; and

WHEREAS, the latest version of such Agreement is slated to expire February 28, 2021; and

WHEREAS, the parties hereto acknowledge, that for due and sufficient consideration acknowledged by them, they wish 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 the COUNTY and each of the three CITIES these municipalities have agreed upon a plan for the COUNTY to distribute a portion of the COUNTY's revenues from its Sales and Compensating Use Taxes to the CITIES and to the Towns and to the Villages in Orange County for the period March 1, 2021 to February 28, 2023, and

WHEREAS, the Charters, laws and resolutions adopted by the governing bodies of each of the three CITIES and by the Orange County Legislature authorizes the Chief Elected Official or the City Manager of each of the party-municipalities hereto 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 shall continue to impose the taxes described in **Section 1210(a)** of the

tax law of the State of New York at a rate of three percent (3%) or, at its option, at a greater rate (3 ¾%) as may be authorized by the State Legislature and County subject to the terms herein below during the terms of this Agreement.

2. The term of this Agreement shall be from March 1, 2021 until February 28, 2023.

3. The implementation of the distribution formula contained herein and the distributions of the respective portions of the County Sales and Compensating Use Taxes to all the local municipalities by the COUNTY are contingent upon the CITY OF NEWBURGH, the CITY OF MIDDLETOWN, and the CITY OF PORT JERVIS, all hereby agreeing to and actually forbearing from preempting the County Sales and Compensating Use Taxes 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 authorized by Section 1210 of the New York State Tax Law, or elsewhere except that the CITIES can impose Sales Taxes described in Section 1105 (b) and related compensating use taxes in Section 1110 of the Tax Law, as authorized by Section 1210 (b) of such law, which a city has a prior right to impose pursuant to Section 1224 (b)(1) of such law.

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 County Sales and Compensating Use Tax during the period 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 County Sales and Compensating Use Tax during the period 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 County Sales and Compensating Use Tax during the period of this Agreement. Provided that each CITY can preempt the COUNTY's Sales and Compensating Use Tax by imposing the sales taxes described in Section 1105(b) and related compensating use taxes in Section 1110 as authorized by Section 1210(b) of the Tax Law.

5. The distributions made by the COUNTY hereunder are to be based upon the monies generated by the present 3 ¾% (three and three quarters percent) Orange County Sales and Compensating Use Taxes 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 deduced from the gross receipts prior to the payment to the County by the State Comptroller pursuant to Tax Law Section 1261 or other applicable law, and the remainder shall be the COUNTY's "net collections," as such term is defined in Tax Law Section 1262(f).

6. For the term of this contract, the COUNTY's net collections shall be retained by the COUNTY or allocated and disposed of as follows:

A. The COUNTY shall retain seventy-three and six hundred sixteen thousandths percent (73.616%) of the COUNTY's net collections for COUNTY purposes.

B. The COUNTY shall allocate and distribute twenty-six and three hundred eighty-four thousandths percent (26.384%) of net collections from the three and three quarters percent (3 ¾%) tax shall be distributed to the CITIES, Towns and Villages as follows:

1. Thirty-two and five hundred twenty-five thousandths percent (32.525%) thereof to the CITIES.
2. Sixty-seven and four hundred seventy-five thousandths percent (67.475%) thereof to the Towns.

C. For the term of this agreement, the amount to be distributed to the three CITIES (32.525% of 26.384% of the sales tax revenues as generated by the three and three quarters percent (3 ¾%) tax described herein) shall be divided among them according to the following percentages:

NEWBURGH	43.883
MIDDLETOWN	43.696
PORT JERVIS	13.421

D. 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 Section Twenty of the General Municipal Law 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. Provided where a Village elects a direct cash payment provided in Section 1262(c) of the Tax Law, the amount to be paid to such village shall be determined by the ratio that the population of such village or portion thereof within the 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 Section Twenty of the General Municipal Law completed and published prior to the end quarter for which the allocation is made, which special census must include the entire area of the County, except that, if the Village of Highland Falls elects a direct cash payment as provided in the second to last unnumbered paragraph of Section 1262 (c), the amount to be paid it shall be determined by the

ration 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 amount of sales tax revenue generated by the three and three quarters percent (3 ¾%) tax as described herein during the previous quarter.

8. The distribution to the municipalities 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, 2016.

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, 2021. In the event a renegotiated Agreement or such other agreement is not reached on or before June 1, 2022, then any of the CITIES that are parties to this Agreement shall notify the COUNTY pursuant to Section 1223 of the Tax Law of the State of its intention to adopt legislation imposing a City Sales Tax as permitted by law, such tax to become effective as of March 1, 2023. The purpose of this clause is to enable the CITIES to collect a continuous stream of revenue from the Sales Tax at the end of the term of this Agreement with minimal interruption.

10. The parties recognize that the New York State Legislature has enacted legislation which currently authorizes the COUNTY an additional ¾% rate Sales Tax rate above the COUNTY's three (3%) percent and the COUNTY imposes such "Additional Tax" for a current total COUNTY rate of 3 ¾%. Notwithstanding anything to the contrary provided elsewhere in

this AGREEMENT, if the current 3 ¾% sales and compensating use tax (the "rate") is ever changed, then the reduced or increased rate shall be immediately substituted for the 3 ¾% rate presently in effect (or any rate then presently in effect) and the sharing formula set forth in Paragraph 6 of this AGREEMENT shall be adjusted to reflect the new rate. For example, if the County Sales and Compensating Use Tax were reduced from the present 3 ¾% to 3% then the CITIES, and Towns, would receive 26.384% of net collections from the 3% rate and if the County Sales and Compensating Use Tax were increased from the present 3 ¾% to 4%, then the CITIES and Towns would receive 26.384% of net collections from the 4% rate minus any administrative or other costs as described herein instead of receiving 26.384% of the 3 ¾% as is presently the case. Villages may receive their shares as otherwise provided for herein and in applicable State Law. Net collection from such additional tax that are not required to be paid to the CITIES, and Towns and Villages as described herein shall be retained by the COUNTY for County purposes.

11. PARAGRAPH 11 LEFT INTENTIONALLY BLANK.

12. In the event New York State assumes responsibility for funding or paying out of State funds the COUNTY'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 and in exchange therefore the State retains a portion of the COUNTY'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 COUNTY's expense for the program taken over by the State equals or exceeds the amount of COUNTY's net collections retained by the State, then the COUNTY shall continue to distribute to the other municipalities twenty-six and three hundred eighty four thousandths percent (26.384%) of the sales tax revenue generated by the three percent (3%) tax

even though the COUNTY may no longer be receiving seventy-three and six hundred sixteen thousandths percent (73.616%) of the original amount of such revenues. If the COUNTY's expense for the program taken over by the State is less than the amount of COUNTY's net collections retained by the State, then the net loss suffered by the COUNTY shall be shared by the COUNTY, the CITIES, the Towns and the Villages in the same proportion as that by which the revenues are retained and distributed.

13. In the event, that a City, Town, or Village incurs a monetary debt or obligation to the County, and said debt or obligation remains outstanding for one year after it has become due and owing to the County, following good faith discussions with the County to satisfy the debt or obligation, then the County is authorized to deduct an amount equal to the outstanding amount of such debt or obligation, including statutory interest and penalties, if applicable, from that municipality's share of COUNTY net collections due that municipality as provided in this Agreement. Such deductions shall be from the payment scheduled to be made next following the 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 of the County that the payments be paid in installments for a period not to exceed three years, which request shall not be unreasonably denied.

14. The parties wish to express their intent to continue the terms of the prior AGREEMENT (the one in existence at the time this AGREEMENT is entered into) and in the event interpretation of this AGREEMENT is necessary, the prior agreement referenced in the fourth "WHEREAS" clause above shall be used to interpret the intentions of the Parties to the extent necessary. The changes to this AGREEMENT in comparison to the prior agreement are intended to recognize the COUNTY's current Sales and Compensating Use tax rate (County rate,

not including the State rate or the rate imposed as a result of being in the Metropolitan Commuter Transportation District) as currently being 3 ¾%, not the referenced 3% in some prior agreement and are also intended to develop a contingency in the event the County sales tax rate ever changes (either by increase or decrease) from the present rate of 3 ¾% to ensure that the parties respective percentage shares of the Rate, whatever they may be, and whatever such rate actually is, are continued as the same percentages of the new rate, except as otherwise provided in this Agreement.

15. The PARTIES further agree to submit this Agreement for any necessary approvals of the State or any officer, agency, or department thereof and if it is not approved the PARTIES shall expeditiously renegotiate this AGREEMENT and leave any present AGREEMENT which is valid in force and effect for a period of one year pending such renegotiation.

This agreement may be signed in counterparts.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals on the day and year first above written.

COUNTY OF ORANGE

BY:_____

STEFAN "Steve" NEUHAUS, COUNTY EXECUTIVE

CITY OF MIDDLETOWN

BY:_____

JOSEPH M. DeSTEFANO, MAYOR

CITY OF NEWBURGH

BY:_____

JOSEPH DONAT, CITY MANAGER

CITY OF PORT JERVIS

BY:_____

KELLY DECKER, MAYOR

AGREEMENT

THIS AGREEMENT, made this day of February, 2015, BETWEEN

COUNTY OF ORANGE

AND

CITY OF NEWBURGH

AND

CITY OF MIDDLETOWN

AND

CITY OF PORT JERVIS,

all being municipal corporations of the State of New York;

WITNESSETH:

WHEREAS, the COUNTY OF ORANGE has imposed a Sales and Compensating Use Tax pursuant to the laws of the State of New York, and

WHEREAS, Article 29 of the Tax Law of the State of New York authorizes 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 Commissioner, and further provides certain priorities and preemptive rights for each of the parties, and

WHEREAS, there was in existence an Agreement dated January 10, 2008, by and between the County of Orange, hereinafter referred to as the COUNTY, and the CITY OF NEWBURGH, the CITY OF MIDDLETOWN, and the CITY OF PORT JERVIS, hereinafter referred to as the CITIES: said Agreement by its terms expired February 28, 2011, and

WHEREAS, there is presently in existence an Agreement dated December, 2010 by and between the COUNTY, and the CITIES which, by its terms is set to expire February 29, 2016; and

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

WHEREAS, by resolutions duly adopted by the governing bodies of the COUNTY and each of the three CITIES these municipalities have agreed upon a plan for the COUNTY to distribute a portion of the COUNTY's revenues from its Sales and Compensating Use Taxes to the CITIES and to the Towns and the Villages in Orange County, for the period March 1, 2016 to February 28, 2021; and

WHEREAS, the Charters, laws and resolutions adopted by the governing bodies of each of the three CITIES and by the Orange County Legislature authorize the Chief Elected Official or the City Manager of each of the party-municipalities hereto 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 shall continue to impose the taxes described in **Section 1210(a)** of the Tax Law of the State of New York at a rate of three percent (3%) or, at its option, at a greater rate (presently 3 ¼%) as may be authorized by the State Legislature and County subject to the terms hereinbelow during the term of this Agreement.

2. The term of this Agreement shall be from March 1, 2016 until February 28, 2021.

3. The implementation of the distribution formula contained herein and the distributions of the respective portions of the County Sales and Compensating Use Taxes to all the local municipalities by the COUNTY are contingent upon the CITY OF NEWBURGH, the CITY OF MIDDLETOWN, and the CITY OF PORT JERVIS, all hereby agreeing to and actually forbearing from preempting the County Sales and Compensating Use Taxes 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 authorized by Section 1210 of the New York State Tax Law or elsewhere, except that the CITIES can impose sales taxes described in Section 1105 (b) and related compensating use taxes in Section 1110 of the Tax Law, as authorized by Section 1210 (b) of such law, which a city has a prior right to impose pursuant to Section 1224

(b)(1) of such law.

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 County Sales and Compensating Use Tax during the period of this Agreement. The CITY OF MIDDLETOWN has, by Charter, law and/or 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 County Sales and Compensating Use Taxes during the period of this Agreement. The CITY OF PORT JERVIS has, by Charter, law and/or resolution, duly adopted by the City Council of the City of Port Jervis, authorized its Mayor to execute this Agreement and has also agreed not to preempt the County Sales and Compensating Use Taxes during the period of this Agreement. Provided that each CITY can preempt the COUNTY's Sales and Compensating Use Taxes by imposing the sales taxes described in Section 1105(b) and related compensating use taxes in Section 1110 as authorized by Section 1210(b) of the Tax Law

5. The distributions made by the COUNTY hereunder are to be based upon the monies generated by the present 3 3/4% (three and three quarters percent) Orange County Sales and Compensating Use Taxes 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 by the State Comptroller pursuant to Tax Law section 1261 or other applicable law, and the remainder shall be the COUNTY's "net collections," as such term is defined in Tax Law Section 1262(t).

6. For the term of this contract, the COUNTY's net collections shall be retained by the COUNTY or allocated and disposed of as follows:

A. The COUNTY shall retain seventy-three and six hundred sixteen thousandths per cent (73.616%) of the COUNTY's net collections for county purposes.

B The COUNTY shall allocate and distribute twenty-six and three hundred eighty four thousandths percent (26.384%) of net collections from the three and three quarters percent (3 3/4%) tax shall be distributed to the CITIES, Towns and Villages as -follows:

B.

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

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

C. For the term of this agreement, the amount to be distributed to the three CITIES (32.525% of 26.384% of the sales tax revenues as generated by the three and three quarters percent (3 3/4%) tax described herein) shall be divided among them according to the following percentages:

Newburgh	43.883
Middletown	42.696
Port Jervis	13.421

D. 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 Section Twenty of the General Municipal Law completed and published prior to the end of the quarter for which the allocation is made, which the allocation is made, which special census must include the entire area of the

County. Provided where a Village elects a direct cash payment provided in Section 1262(c) of the Tax Law, the amount to be paid to such village shall be determined by the ratio that the population of such village or portion thereof within the 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 Section Twenty of the General Municipal Law completed and published prior to the end quarter for which the allocation is made, which special census must include the entire area of the County, except that, if the Village of Highland Falls elects a direct cash payment as provided in the second to last unnumbered paragraph of Section 1262 (c), the amount to be paid 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 amount of sales tax revenue generated by the three and three quarters percent (3 3/4%) tax as described herein during the previous quarter.

8. The distribution to the municipalities 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, 2016.

9. It is the present intention of the parties hereto that they renegotiate a continuation of this Agreement in the future. The parties therefore agree to commence negotiations for a new Agreement on or about March 1, 2019. In the event a renegotiated Agreement or such other agreement is not reached on or before February 28, 2020, then any of the CITIES that are parties to this Agreement shall notify the County pursuant to Section 1223 of the Tax Law of the State of its intention to adopt legislation imposing a City Sales Tax as permitted by law, such tax to become effective as of March 1, 2021. The purpose of this clause is to enable the CITIES to collect a continuous stream of revenue from the Sales Tax at the end of the term of this Agreement with minimal interruption.

10. The parties recognize that the New York State Legislature has enacted legislation which currently authorizes the COUNTY an additional ¼% rate Sales Tax rate above the the COUNTY's three (3%) percent and the COUNTY imposes such "Additional Tax" for a current total COUNTY rate of 3¼%. Notwithstanding anything to the contrary provided elsewhere in this AGREEMENT, if the current 3 ¼% sales and compensating use tax (the "rate") is ever changed , then the reduced or increased rate shall be immediately substituted for the 3 ¼% rate presently in effect (or any rate then presently in effect) and the sharing formula set forth in Paragraph 6 of this AGREEMENT shall be adjusted to reflect the new rate. For example, if the county sales and compensating use tax were reduced from the present 3 ¼% to 3%, then the CITIES, and Towns, would receive 26.384% of net collections from the 3% rate and if the county sales and compensating use tax were increased from the present 3 ¼% to 4%, then the CITIES and Towns would receive 26.384% of net collections from the 4% rate minus any administrative or other costs as described herein instead of receiving 26.384% of the 3 ¼% as is presently the case. Villages may receive their shares as otherwise provided for herein and in applicable State Law. Net collections from such additional tax that are not required to be paid to the CITIES, and Towns and Villages as described herein shall be retained by the COUNTY for county purposes.

11. PARAGRAPH 11 LEFT INTENTIONALLY BLANK.

12. In the event New York State assumes responsibility for funding or paying out of State funds the COUNTY'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 and in exchange therefore the State retains a portion of the COUNTY'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 COUNTY's expense for the program taken over by the State equals or exceeds the amount of COUNTY's net collections retained by the State, then the COUNTY shall continue to distribute to the other municipalities twenty-six and three hundred eighty four thousandths percent (26.384%) of the sales tax revenue generated by the three percent (3%) tax even though the COUNTY may no longer be receiving seventy-three and six hundred sixteen thousandths percent (73.616%) of the original amount of such revenues. If the COUNTY's

expense for the program taken over by the State is less than the amount of COUNTY's net collections retained by the State, then the net loss suffered by the COUNTY shall be shared by the COUNTY, the CITIES, the Towns and the Villages in the same proportion as that by which the revenues are retained and distributed.

13. In the event that a City, Town or Village incurs a monetary debt or obligation to the County, and said debt or obligation remains outstanding for one year after it has become due and owing to the County, following good faith discussions with the County to satisfy the debt or obligation, then the County is authorized to deduct an amount equal to the outstanding amount of such debt or obligation, including statutory interest and penalties, if applicable, from that municipality's share of COUNTY net collections due that municipality as provided in this Agreement. Such deductions shall be from the payment scheduled to be made next following the 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 of the County that the payments be paid in installments for a period not to exceed three years, which request shall not be unreasonably denied.

14. The parties wish to express their intent to continue the terms of the prior AGREEMENT (the one in existence at the time this AGREEMENT is entered into) and in the event interpretation of this AGREEMENT is necessary, the prior agreement referenced in the fourth "WHEREAS" clause above shall be used to interpret the intentions of the Parties to the extent necessary. The changes to this AGREEMENT in comparison to the prior agreement are intended to recognize the COUNTY's current sales and compensating use tax rate (County rate, not including the State rate or the rate imposed as a result of being in the Metropolitan Commuter Transportation District) as currently being 3 ¼%, not the referenced 3% in the prior agreement and are also intended to develop a contingency in the event the County sales tax rate ever changes (either by increase or decrease) from the present rate of 3 ¼% to ensure that the parties respective percentage shares of the Rate, whatever they may be, and whatever such rate actually is, are continued as the same percentages of the new rate, except as otherwise provided in this Agreement.

15. The PARTIES further agree to submit this Agreement for any necessary approvals of the

State or any officer, agency, or department thereof and if it is not approved the PARTIES shall expeditiously renegotiate this AGREEMENT and leave any present AGREEMENT which is valid in force and effect for a period of one year pending such renegotiation.

This agreement may be signed in counterparts.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals on the day and year first above written.

COUNTY OF ORANGE

BY: _____

STEFAN, "Steve" NEUHAUS, COUNTY EXECUTIVE

CITY OF MIDDLETOWN

BY: _____ 5/7/15

JOSEPH M. DeSTEFANO MAYOR

CITY OF NEWBURGH

BY: _____

MICHAEL G. CIARAVINO, , CITY MANAGER

CITY OF PORT JERVIS

BY: _____

KELLY DECKER, MAYOR

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CITY OF MIDDLETOWN

BY: _____

JOSEPH M. DeSTEFANO MAYOR

CITY OF NEWBURGH

BY: _____ per ord. 121-2015

MICHAEL G. CIARAVINO, , CITY MANAGER

CITY OF PORT JERVIS

BY: _____

KELLY DECKER, MAYOR

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STEFAN, "Steve" NEUHAUS, COUNTY EXECUTIVE

CITY OF MIDDLETOWN

BY: _____

JOSEPH M. DeSTEFANO MAYOR

CITY OF NEWBURGH

BY: _____

MICHAEL G. CIARAVINO, , CITY MANAGER

CITY OF PORT JERVIS

BY: _____

KELLY DECKER, MAYOR

RESOLUTION NO.: 121 - 2015

OF

MAY 26, 2015

A RESOLUTION APPROVING A SALES TAX AGREEMENT BETWEEN THE COUNTY OF ORANGE, CITIES OF NEWBURGH, MIDDLETOWN AND PORT JERVIS FOR 2016 THROUGH 2021

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 now 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;

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 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.

I, Lorene Vitek, City Clerk of the City of Newburgh, hereby certify that I have compared the foregoing with the original resolution adopted by the Council of the City of Newburgh at a regular meeting held May 26, 2015 and that it is a true and correct copy of such original.

Witness my hand and seal of the City of Newburgh this 27 day of May 2015

City Clerk

RESOLUTION NO.: _____-2020

OF

DECEMBER 14, 2020

A RESOLUTION AMENDING THE 2020 PERSONNEL ANALYSIS BOOK TO ADD ONE (1) DETECTIVE POSITION ON A TEMPORARY BASIS IN THE CITY OF NEWBURGH POLICE DEPARTMENT

WHEREAS, the Police Department has advised the City Manager that due to an expected retirement, the department is in need of an additional individual to perform the duties of "Detective" in the Crime Scene Unit; and

WHEREAS, the creation of the additional Police Department Detective position will be on a temporary basis; and

WHEREAS, the City Council has determined that adding one Detective position in the Police Department will promote economy and efficiency within the Department; the same being in the best interests of the City of Newburgh;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the Personnel Analysis Book for the fiscal year 2020 be amended, and that there be and hereby is created one (1) additional position on a temporary basis in the position of "Detective" in the Police Department.

RESOLUTION NO.: ____-2020

OF

DECEMBER 14, 2020

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AMENDMENT TO THE 207 RESOLUTIONS LLC PROFESSIONAL CONSULTING SERVICES AGREEMENT RELATING TO THE MANAGEMENT OF INJURED EMPLOYEES COVERED BY GENERAL MUNICIPAL LAW 207-c AT A NEW RATE OF $90.00 PER HOUR

WHEREAS, after a competitive Request for Proposal process, by Resolution No. 51-2008 of April 14, 2008, the City Council approved agreement with 207 Resolutions LLC to provide professional consulting services related to the resolution of open cases under GML 207-c for a flat fee of $10,000.00 and continuing services on an as-needed basis at the rate of $85.00 per hour as described in the scope of services sought by the City and the proposal received from said firm; and

WHEREAS, 207 Resolutions LLC has notified the City of a rate increase to $90.00 per hour beginning on January 1, 2021, which is the first rate increase since 2008; and

WHEREAS, an amendment to the professional consulting services agreement to reflect the rate increase is required; and

WHEREAS, the City Council has reviewed the amendment to the professional consulting services agreement and determined that approving such amendment is in the best interests of the City of Newburgh;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to enter into an amendment to the professional consulting services agreement with 207 Resolutions LLC related to the resolution of open cases under GML 207-c on an as-needed basis at the rate of $90.00 per hour.

RESOLUTION NO.: 51 -2008

OF

APRIL 14, 2008

A RESOLUTION APPROVING AND AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH 207 RESOLUTIONS LLC TO PROVIDE PROFESSIONAL SERVICES AS CONSULTANTS TO THE CITY OF NEWBURGH IN CONNECTION WITH THE ASSESSMENT AND RESOLUTION OF CASES INVOLVING INJURED EMPLOYEES COVERED BY GENERAL MUNICIPAL LAW 207-c, FOR A FLAT FEE OF $10,000.00 FOR EXISTING CLAIMS AND $85.00 PER HOUR FOR CONTINUING SERVICES ON AN AS-NEEDED BASIS

WHEREAS, the City of Newburgh must comply with the requirements of General Municipal Law ("GML") Sections 207-c which apply to certain eligible employees who are injured and who are covered by such laws; and

WHEREAS, it is appropriate and necessary to retain the professional services of a professional consultant to provide case review and analysis, advice to the City, fraud assessment and related case management services with respect to ensuring the City's compliance with GML 207-c while also resolving open cases in an appropriate and effective manner so as to avoid overpayments and to return such employees to work whenever possible and proper; and

WHEREAS, the City Manager and Chief of Police have conducted a Request For Proposal ("RFP") process and solicited and received proposals and information from qualified candidate firms which have expressed an interest and expertise in providing such services; and same have been evaluated and reviewed, and the City Council has determined that the firm of 207 Resolutions LLC is the preferred firm to be retained to provide such services, same being in the best interests of the City of Newburgh;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and she is hereby authorized to enter into an agreement with 207 Resolutions LLC to provide professional consultant services in connection with the resolution of open cases under GML 207-c for a flat fee of $10,000.00 and continuing services on an as-needed basis at the rate of $85.00 per hour as described in the scope of services sought by the City and the proposal received from said firm; pursuant to the terms and conditions of the subject professional services contract with such other terms and conditions as Corporation Counsel may require, same as being in the best interests of the City of Newburgh.

I, Lorene Vitek, City Clerk of the City of Newburgh, hereby certify that I have compared the foregoing with the original resolution adopted by the Council of the City of Newburgh at a regular meeting held April 14, 2008 and that it is a true and correct copy of such original.

Witness my hand and seal of the City of Newburgh this 15 day of April 20 08

City Clerk

RESOLUTION NO.: _____-2020

OF

DECEMBER 14, 2020

A RESOLUTION RE-APPOINTING GAIL FULTON, ALISON FILOSA AND GENIE ABRAMS FOR TWO YEAR TERMS TO THE CONSERVATION ADVISORY COUNCIL

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

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

WHEREAS, the terms of Gail Fulton, Alison Filosa and Genie Abrams expired on November 30, 2020 and Ms. Fulton, Ms. Filosa and Ms. Abrams wish to continue to serve new two-year terms; the same being in the best interests of the City of Newburgh;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that Gail Fulton, Alison Filosa and Genie Abrams are hereby re-appointed to the Conservation Advisory Council each for a two (2) year term commencing December 1, 2020 and ending on November 30, 2022.

RESOLUTION NO.: _____ -2020

OF

DECEMBER 14, 2020

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEWBURGH CANCELLING THE SECOND WORK SESSION AND REGULAR MEETING OF DECEMBER 2020

BE IT RESOLVED, by the Council of the City of Newburgh, New York that a pursuant to City Charter Section C4.01(E) that the second work session of December 24, 2020 and the second regular meeting of December 28, 2020 be and hereby are cancelled.