CITY OF NEWBURGH
COUNCIL MEETING AGENDA
SESION GENERAL DEL CONSEJAL
November 9, 2020
6:00 PM

Mayor/Alcaldesa

1. Moment of Silence / Momento de Silencio
2. Pledge of Allegiance/ Juramento a la Alianza

City Clerk:/Secretaria de la Ciudad

3. Roll Call/ Lista de Asistencia

Communications/Communicaciones

4. Approval of the Minutes of the City Council Meeting on October 26, 2020
5. City Manager Update/ Gerente de la ciudad pone al dia a la audiencia de los planes de cada departamento

Presentations/Presentaciones

6. Public Hearing - 2021 Budget

   There will be a public hearing on Monday, November 9, 2020, to hear comments from the public concerning the City's annual budget for 2021.

   Se llevara a cabo una audiencia pública el lunes, 9 de noviembre de 2020, para escuchar comentarios del público sobre el presupuesto anual de la Ciudad para el 2021.

7. Public Hearing - Term Limits

   There will be a public hearing on Monday, November 9, 2020 to hear comments from the public concerning a revised proposed local law amending City Charter Section 3.10 to adopt term limits for the elected offices of Mayor and Council Member.

   Se llevara a cabo una audiencia pública el lunes 9 de noviembre de 2020 para escuchar comentarios del público sobre una ley local revisada la cual modifica el Estatuto de la Ciudad Sección 3.20 para adoptar límites de los mandatos para cargos electos del Alcalde Y el Consejo.

8. Public Hearing - Local Law Amending City Charter Section 4.00

   There will be a public hearing on Monday, November 9, 2020, to hear comments from the public concerning a proposed local law amending City

Charter Section C4.00.

Se llevara a cabo una audiencia pública el lunes 9 de noviembre de 2020 para escuchar comentarios del público con respecto una ley local la cual modifica el Estatuto de la Ciudad Sección C4.00.

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

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

9. Resolution No. 269 - 2020 - Two-Year Shotspotter Agreement

   Resolution authorizing the City Manager to execute a renewal agreement with SST, Inc. for Shotspotter Flex Services Subscription for a two year term in the amount of $297,000.00.

   Resolución que autoriza al Gerente de la Ciudad a ejecutar una renovación del acuerdo con SST, Inc. para Servicios de Suscripción Flex Shotspotter por un término de dos años por un monto de $297,000.00.

10. Resolution No. 270 - 2020 - Release of Covenants for 255 Broadway

    Resolution authorizing the execution of a release of restrictive covenants and right of re-entry from a deed issued to Mid Hudson Film LLC to the premises known as 255 Broadway (Section 35, Block 2, Lot 4).

    Resolución que autoriza la ejecución de la liberación de cláusulas restrictivas y derecho de reingreso de un título emitido a Mid Hudson Film LLC a las instalaciones conocidas como la 255 Broadway (Sección 35, Bloque 2, Lote 4).

11. Resolution No. 271 - 2020 - Purchase of 98 Benkard Avenue

    Resolution to authorize the conveyance of real property known as 98 Benkard Avenue (Section 44, Block 2, Lot 15) at private sale to James Michael for the amount of $30,000.00.

    Resolución que autoriza el traspaso de bienes raíces conocidos como la 98 de la Avenida Benkard (Sección 44, Bloque 2, Lote 15) en una venta privada a James Michael por el monto de $30,000.00.

12. Resolution No. 272 - 2020 - Adopting the City of Newburgh's Consolidated Housing and Community Development Strategy and Action Plan for Fiscal Year 2021

    Resolution adopting the City of Newburgh's Consolidated Housing and

Community Development Strategy and Action Plan for Fiscal Year 2021.

Resolución que adopta la estrategia de Viviendas Consolidadas y Desarrollo Comunitario y Plan de Acción de la Ciudad de Newburgh para el Año Fiscal 2021.

13. Resolution No. 273 - 2020 - Amended Contract - Legal Services of the Hudson Valley

    Resolution authorizing the City Manager to execute an amended professional services contract with Legal Services of the Hudson Valley to provide community educational services in connection with the Cities RISE Phase III grant.

    Resolución que autoriza al Gerente de la Ciudad a ejecutar un contrato modificado para servicios profesionales con Servicios Legales del Valle de Hudson para proporcionar servicios de educación comunitaria en conexión con la fase III de la subvención de Cities RISE.

14. Resolution No. 274 - 2020 - Appointing Commissioners of Deeds

    Resolution to appoint Commissioners of Deeds for January 1, 2021 through December 31, 2022.

    Resolución que nombra Comisionados de Escrituras desde el 1 de enero de 2021 hasta el 31 de diciembre de 2022.

15. Local Law 3 - 2020 - Authorizing a property tax levy in excess of the GML Section 3-c limit

    Local Law authorizing a property tax levy in excess of the limit established in General Municipal Law Section 3-c.

    Ley Local que autoriza un impuesto sobre propiedades en exceso del límite establecido en la Sección 3-c de la Ley General Municipal.

16. Local Law 4 - 2020 - Amending Chapter 93 Repurchase of in rem properties

    Local Law amending Chapter 93 Entitled “Repurchase of in rem properties” of the Code of Ordinances of the City of Newburgh to remove the requirement for annual authorization.

    Ley Local que modifica el Capítulo 93 Titulado “Readquisición de Propiedades In Rem” del Código de Ordenanzas de la Ciudad de Newburgh para eliminar el requerimiento de autorización anual.

17. Resolution No. 275 - 2020 - IDA Appointment

    Resolution appointing Gregory Nato to fill a vacancy on the Board of Directors of the City of Newburgh Industrial Development Agency.

Resolución que nombra a Gregory Nato para llenar una vacante en el Consejo Directivo de la Agencia de Desarrollo Industrial de la Ciudad de Newburgh.

18. Resolution No. 276 - 2020 - Authorizing the City Manager to Execute a Payment of Claim with Anthony Rumph

    A resolution Authorizing the City Manager to execute a payment of claim with Anthony Rumph in the amount of $13,353.51.

    Resolucion que autoriza al Gerente de la Ciudad a ejecutar un pago de reclamo con Anthony Rumph por un monto de $13,353.51.

19. Resolution No. 277 - 2020 - Authorizing the City Manager to Execute a Payment of Claim with Ernie Propere

    A resolution authorizing the City Manager to execute a payment of claim with Ernie Prospere in the Amount of $5,000.00.

    Una resolucion que autoriza al Gerente de la Ciudad a ejecutar un pago de reclamo con Ernie Prospere por el monto de $5,000.00.

20. Resolution No. 278 - 2020 - Authorizing the City Manager to Execute a Payment of Claim with Lester and Gail Nichols

    A resolution authorizing the City Manager to execute a payment of Claim with Lester and Gail Nichols in the amount of $3,330.52.

    Resolucion que autoriza al Gerente de la Ciudad a ejecutar un pago de reclamo con Lester y Gail Nichols por el monto de $3,330.52.

21. Resolution No. 279 - 2020 - Authorizing the City Manager to Execute a Payment of Claim with Tyshelle Haughton

    A resolution authorizing the City Manager to execute a payment of claim with Tyshelle Haughton in the amount of $38,774.37.

    Resolucion que autoriza al Gerente de la Ciudad a ejecutar un pago de reclamo con Tyshelle Haughton por el monto de $38,774.37.

Old Business: / Asuntos Pendientes

New Business: / Nuevos Negocios

Final Comments from the City Council/ Comentarios Finales del Ayuntamiento:

Adjournment/ Aplazamiento:

RESOLUTION NO.: 238 - 2020

OF

OCTOBER 13, 2020

A RESOLUTION SCHEDULING A PUBLIC HEARING FOR NOVEMBER 9, 2020 TO RECEIVE COMMENTS CONCERNING THE ADOPTION OF THE 2021 BUDGET FOR THE CITY OF NEWBURGH

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that pursuant to Charter Section C8.15 a public hearing will be held to receive comments concerning the adoption of the 2021 Budget for the City of Newburgh; and that such public hearing be and hereby is duly set for a City Council meeting of the Council to be held at 7:00 p.m. on the 9th day of November, 2020; and

BE IT FURTHER RESOLVED, that due to public health and safety concerns related to COVID-19, the City Council will not be meeting in-person. In accordance with the Governor's Executive Order 202.1, as amended, the November 9, 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 local law as follows:

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

To access the City Council Work Session and Meeting remotely: join from a PC, Mac, iPad, iPhone, or Android device through the Zoom App: https://zoom.us/webinar/register/WN_TP060hmCRfW115ff55npNg. (Please note that there is an underscore between the "N" and "T").

To register in advance for this webinar in order to provide comments during the hearing: https://zoom.us/webinar/register/WN_TP060hmCRfW115ff55npNg. 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, November 9, 2020. Please check the meeting Agenda posted on the website for further instructions to access the virtual meeting and for updated information.

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 10/13/20 and that it is a true and correct copy of such original.

Witness my hand and seal of the City of Newburgh this 14 day of OCT 20 20

City Clerk

RESOLUTION NO.: 267 - 2020

OF

OCTOBER 26, 2020

RESOLUTION SCHEDULING A PUBLIC HEARING FOR NOVEMBER 9, 2020 TO HEAR PUBLIC COMMENT CONCERNING "A LOCAL LAW AMENDING CITY CHARTER SECTION C3.10 ENTITLED 'TERMS OF OFFICE' OF THE CITY CHARTER OF THE CITY OF NEWBURGH TO ESTABLISH TERM LIMITS FOR ELECTED OFFICIALS"

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that there is hereby scheduled a public hearing to receive comments concerning "A Local Law amending City Charter Section C3.10 entitled 'Terms of Office' of the City Charter of the City of Newburgh to establish term limits for elected officials"; 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 9th day of November, 2020; and

BE IT FURTHER RESOLVED, that due to public health and safety concerns related to COVID-19, the City Council will not be meeting in-person. In accordance with the Governor's Executive Order 202.1, as amended, the November 9, 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 local law as follows:

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To register in advance for this webinar in order to provide comments during the hearing: https://zoom.us/webinar/register/WN_TP060hmCRfW115ff55npNg. 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, November 9, 2020. Please check the meeting Agenda posted on the website for further instructions to access the virtual meeting and for updated [illegible].

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 10/26/20 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 Oct 20 20

City Clerk

LOCAL LAW NO.: _____ - 2020

OF

_____, 2020

A LOCAL LAW AMENDING SECTION C3.10 ENTITLED "TERMS OF OFFICE" OF THE CITY CHARTER OF THE CITY OF NEWBURGH TO ESTABLISH TERM LIMITS FOR ELECTED OFFICIALS

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

SECTION 1 - TITLE

This Local Law shall be referred to as "A Local Law Amending Section C3.10 entitled 'Terms of Office' of the City Charter of the City of Newburgh to establish term limits for elected officials".

SECTION 2 – AMENDMENT

§ C 3.10 of the City Charter is hereby amended as follows:

A. The terms of office of the elective officers of the City shall be as follows: Mayor, four years; Councilman, four years; and City Judge, six years.
    1. Except as otherwise provided in this Section, no person shall be eligible to be elected, appointed, or to otherwise continue to hold the office of Mayor or Councilman after that person has been elected to that office for three (3) complete consecutive four (4) year terms, unless one complete term or more has elapsed since that person last held such office.
    2. In determining the number of consecutive terms a person has served, only terms commencing on or after January 1, 2022, shall be counted.
    3. In no event shall any person hold the office of Mayor or Councilman for more than 12 consecutive years.
    4. If the Mayor or Councilman resigns, vacates or is removed from office prior to the completion of a full term, he or she shall be deemed to have held office for a full term for the purposes of this section of the Charter. If the resignation, vacancy or removal occurs within the first two (2) years of the term, the person appointed or elected to replace him or her shall fill out the unexpired portion of the original term and be eligible to serve two (2) additional four (4) year terms of office. If the resignation, vacancy or removal occurs within the last two (2) years of the term, the person elected or appointed to replace him or her shall be eligible to serve three (3) additional four (4) year terms of office. In no event, shall any person hold the office of Mayor or Councilman for more than fourteen (14) consecutive years.
B. The terms of office of the Civil Service Commissioner shall be six years.

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Underlining denotes additions

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C. Except as otherwise provided in § C5.00, the terms of office of the City Manager and of the City Clerk shall be at the pleasure of the Council.
D. The terms of office of all City officers appointed by the City Manager shall be at the pleasure of the City Manager. Any or all such appointive City officers may, by action of the City Manager and with the approval of the Council, be placed in the competitive class of the municipal civil service. No such action shall be taken less than 90 days prior to a general City election.

SECTION 3 – SEVERABILITY

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

SECTION 4 – CODIFICATION

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

SECTION 5 - VALIDITY

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

SECTION 6 - EFFECTIVE DATE

This Local Law shall take effect immediately when it is filed in the Office of the New York State Secretary of State in accordance with Section 27 of the Municipal Home Rule Law.

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RESOLUTION NO.: 268 - 2020

OF

OCTOBER 26, 2020

RESOLUTION SCHEDULING A PUBLIC HEARING FOR NOVEMBER 9, 2020 TO HEAR PUBLIC COMMENT CONCERNING "A LOCAL LAW AMENDING SECTION C4.00 ENTITLED 'LEGISLATIVE POWERS FIXED IN COUNCIL' OF THE CITY CHARTER OF THE CITY OF NEWBURGH" TO INCREASE THE ANNUAL SALARY OF THE MAYOR AND COUNCIL MEMBERS"

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that there is hereby scheduled a public hearing to receive comments concerning "A Local Law amending Section C4.00 entitled 'Legislative Powers fixed in Council' of the City Charter of the City of Newburgh to Increase the Annual Salary of the Mayor and Council Members"; 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 9TH day of November, 2020; and

BE IT FURTHER RESOLVED, that due to public health and safety concerns related to COVID-19, the City Council will not be meeting in-person. In accordance with the Governor's Executive Order 202.1, as amended, the November 9, 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 local law as follows:

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To register in advance for this webinar in order to provide comments during the hearing: https://zoom.us/webinar/register/WN_TP060hmCRfW115ff55npNg. 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 the Subject Line in this format: "PUBLIC HEARING ITEM" by 12:00 p.m. on Monday, November 9, 2020. Please check the meeting Agenda posted on the website for further instructions to access the virtual meeting and for updated information.

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 10/26/20 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 Oct 20 20

City Clerk

LOCAL LAW NO.: _____ - 2020

OF

_____, 2020

**A LOCAL LAW AMENDING SECTION C4.00
ENTITLED "LEGISLATIVE POWERS FIXED IN COUNCIL"
OF THE CITY CHARTER OF THE CITY OF NEWBURGH
TO INCREASE THE ANNUAL SALARY OF THE MAYOR AND COUNCIL MEMBERS**

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

SECTION 1 - TITLE

This Local Law shall be referred to as "A Local Law Amending Section C4.00 entitled 'Legislative Powers fixed in Council' of the City Charter of the City of Newburgh to increase the annual salary of the Mayor and Council Members".

SECTION 2 – AMENDMENT

§ C 4.00 of the City Charter is hereby amended as follows:

All the legislative powers of the City, however, conferred upon or possessed by it, are hereby fixed in a board to be known as the "Council of the City of Newburgh" to be composed of the Mayor and six Council members. It shall be, for all purposes, the Common Council of the City. The Mayor shall receive an annual salary of $15,000 and the other six members of the Council shall each receive an annual salary of $12,000 ~~$9,000~~, payable in equal monthly installments.

SECTION 3 – SEVERABILITY

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

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SECTION 4 – CODIFICATION

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

SECTION 5 - VALIDITY

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

SECTION 6 - EFFECTIVE DATE

This Local Law shall take effect on January 8, 2021 after being filed in the Office of the New York State Secretary of State in accordance with Section 27 of the Municipal Home Rule Law and upon expiration of the time period for filing a petition for permissive referendum. In the event that a petition is duly filed and a referendum held, this Local Law shall take effect after said referendum has been duly passed by a majority of voters and has been duly filed in the Office of the New York State Secretary of State.

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RESOLUTION NO.: 269 - 2020

OF

NOVEMBER 9, 2020

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A RENEWAL AGREEMENT WITH SST, INC. FOR SHOTSPOTTER FLEX SERVICES SUBSCRIPTION FOR A TWO YEAR TERM IN THE AMOUNT OF $297,000.00

WHEREAS, by Resolution No. 336-2016 of December 12, 2016, the City Council of the City of Newburgh authorized the City Manager to enter into an agreement with SST, Inc. to provide subscription-based ShotSpotter Flex gunfire location, alert and analysis services to the City of Newburgh Police Department; and

WHEREAS, by Resolution No. 198-2020 of September 14, 2020, the City Council of the City of Newburgh authorized the City Manager to into an amendment to the agreement with SST, Inc. to reduce the cost of the 2020 ShotSpotter subscription services to the City of Newburgh Police Department for the period beginning on February 10, 2020 and ending on July 31, 2020 to $0.00 and for the period beginning on August 1, 2020 and ending on December 31, 2020 to $49,500.00; and

WHEREAS, the SST, Inc. has submitted a renewal agreement for ShotSpotter Flex subscription services for a term of 2 years at a cost of $148,500.00 per year for a total cost of $297,000.00; and

WHEREAS, the City Council finds that entering into a renewal agreement with SST, Inc. for the 2021-2022 subscription services is in the best interests of the City of Newburgh;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager of the City of Newburgh be and he is hereby authorized to enter into a renewal agreement with SST, Inc., as annexed hereto, for ShotSpotter subscription services to the City of Newburgh Police Department for a 2-year term beginning January 1, 2021 and ending December 31, 2022 in the total amount of $297,000.000.

RESOLUTION NO.: 270 -2020

OF

NOVEMBER 9, 2020

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

WHEREAS, on February 11, 2014, 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 Mid Hudson Film LLC; and

WHEREAS, the attorney representing the company 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 February 11, 2014, from THE CITY OF NEWBURGH to MID HUDSON FILM LLC, recorded in the Orange County Clerk's Office on April 2, 2014, in Liber 13734 of Deeds at Page 1870 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.

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RESOLUTION NO.: 271 - 2020

OF

NOVEMBER 9, 2020

A RESOLUTION TO AUTHORIZE THE CONVEYANCE OF REAL PROPERTY KNOWN AS 98 BENKARD AVENUE (SECTION 44, BLOCK 2, LOT 15) AT PRIVATE SALE TO JAMES MICHAEL FOR THE AMOUNT OF $30,000.00

WHEREAS, the City of Newburgh has acquired title to several parcels of real property by foreclosure *In Rem* pursuant of Article 11 Title 3 of the Real Property Tax Law of the State of New York; and

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

WHEREAS, the City of Newburgh desires to sell 98 Benkard Avenue, being more accurately described as Section 44, Block 2, Lot 15 on the official tax map of the City of Newburgh; and

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

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

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the sale of the following property to the indicated purchaser be and hereby is confirmed and the City Manager is authorized and directed to execute and deliver a quitclaim deed to said purchaser upon receipt of the indicated purchase price in money order, good certified or bank check, made payable to **THE CITY OF NEWBURGH,** such sums are to be paid on or before February 12, 2021, being approximately ninety (90) days from the date of this resolution; and

Property address	Section, Block, Lot	Purchaser	Purchase Price
98 Benkard Avenue	44 – 2 – 15	James Michael	$30,000.00

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

Terms and Conditions Sale
98 Benkard Avenue, City of Newburgh
(SBL: 44-2-15)

STANDARD TERMS:

1. City of Newburgh acquired title to this property in accordance with Article 11 of the Real Property Tax Law of the State of New York, and all known rights of redemption under said provisions of law have been extinguished by the tax sale proceedings and/or as a result of forfeiture.
2. For purposes of these Terms and Conditions, parcel shall be defined as a section, block and lot number.
3. All real property, including any buildings thereon, is sold "AS IS" and without any representation or warranty whatsoever as to the condition or title, and subject to: (a) any state of facts an accurate survey or personal inspection of the premises would disclose; (b) applicable zoning/land use/building regulations; (c) water and sewer assessments are the responsibility of the purchaser, whether they are received or not; (d) easements, covenants, conditions and rights-of-way of record existing at the time of the levy of the tax, the non-payment of which resulted in the tax sale in which City of Newburgh acquired title; and (e) for purposes of taxation, the purchaser shall be deemed to be the owner prior to the next applicable taxable status date after the date of sale.
4. The properties are sold subject to unpaid school taxes for the tax year of **2020-2021**, and also subject to all school taxes levied subsequent to the date of the City Council resolution authorizing the sale. The purchaser shall reimburse the City for any school taxes paid by the City for the tax year **2020-2021**, and subsequent levies up to the date of the closing. Upon the closing, the properties shall become subject to taxation. Water and sewer charges and sanitation fees will be paid by the City to the date of closing.
5. **WARNING: FAILURE TO COMPLY WITH THE TERMS OF THIS PARAGRAPH MAY RESULT IN YOUR LOSS OF THE PROPERTY AFTER PURCHASE**. **The deed will contain provisions stating that the purchaser is required to rehabilitate any building on the property and bring it into compliance with all State, County and Local standards for occupancy within (18) months of the date of the deed. Within such eighteen (18) month time period the purchaser must either: obtain a Certificate of Occupancy for all buildings on the property; make all buildings granted a Certificate of Occupancy before the date of purchase fit for the use stated in such Certificate of Occupancy; or demolish such buildings. The deed shall require the purchaser to schedule an inspection by City officials at or before the end of the eighteen (18) month period. If the purchaser has not complied with the deed provisions regarding rehabilitation of the property and obtained a Certificate of Occupancy or Certificate of Compliance by that time, then the title to the property shall revert to the City of Newburgh. The deed shall also provide that the property shall not be conveyed to any other person before a Certificate of Occupancy or Certificate of Compliance is issued. A written request made to the City Manager for an extension of the eighteen (18) month rehabilitation period shall be accompanied by a non-refundable fee of $250.00 per parcel for which a request is submitted. The City Manager may, in his sole discretion and for good cause shown, grant one extension of time to rehabilitate of up to, but not to exceed, three (3) months. Any additional request thereafter shall be made in writing and placed before the City Council for their consideration**.
6. The City makes no representation as to whether the property is vacant and/or unoccupied. Evictions, if necessary, are solely the responsibility of the purchaser after closing and recording of the deed. The parcel is being sold subject to the City's Vacant Property Ordinance (Chapter 121) and all provisions of law applicable thereto. Within 30 days of closing, the purchaser must register the property and pay any applicable fees or submit an acceptable rehabilitation plan to the Building Department.
7. All purchasers are advised to personally inspect the premises and to examine title to the premises prior to the date upon which the sale is scheduled to take place. Upon delivery of the quitclaim deed by the

City of Newburgh to the successful purchaser, any and all claims with respect to title to the premises are merged in the deed and do not survive.

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

the property. The City shall only convey that interest obtained by the City pursuant to the judgment rendered in an *in rem* tax foreclosure action filed in the Orange County Clerk's Office.

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

ACKNOWLEDGED AND AGREED

Date: _____

_____

James Michael

RESOLUTION NO.: 272 - 2020

OF

NOVEMBER 9, 2020

A RESOLUTION ADOPTING THE CITY OF NEWBURGH'S CONSOLIDATED HOUSING AND COMMUNITY DEVELOPMENT STRATEGY AND ACTION PLAN FOR FISCAL YEAR 2021

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

WHEREAS, this Consolidated Plan was prepared in accordance with all statutory requirements, including those related to citizen participation; and

WHEREAS, the City has now prepared a one-year Action Plan in order to implement various elements of the strategies identified in its Consolidated Plan during the second year it is in effect; and

WHEREAS, the City must also submit a Citizens Participation Plan, a Language Access Plan, due to the high percentage of non-native English, and also submit a draft of the 2021 Annual Action Plan and Budget, which may be revised;

WHEREAS, this one-year Action Plan contains the following proposed activities and budget for the City's 2021 Community Development Block Grant Entitlement Program;

Expenditures 2021	
Housing (In-Rem Property Program)	$245,000
Housing (First Time Homebuyers Closing Cost Program)	$30,000
Housing (Anti-Displacement Housing Stability Initiative)	$80,000
Infrastructure Improvements	$275,000
Economic Development	$75,000
Neighborhood Services	$10,000
Administration	$130,000
TOTAL BUDGET	**$845,000**

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Newburgh, New York does hereby approve and adopt the attached one-year Action Plan, subject to further revisions as may be necessary to meet federal requirements; and

BE IT FURTHER RESOLVED, that the City Council of the City of Newburgh, New York does hereby accept a grant allocation under the Community Development Block Grant Program in the amount of $845,000.00, and in the event that award funding is greater than $845,000.00, as presented in the FY 2021 CDBG Annual Action Plan, the additional funding will be applied in the established, corresponding projects of the existing FY 2021 CDBG Annual Action Plan; and

BE IT FURTHER RESOLVED, that the City Manager be and is hereby designated the official representative of the City of Newburgh and he is hereby authorized to submit the one-year Action Plan and execute the appropriate forms and certifications; that the City Manager be and is hereby further directed and authorized to act in connection with the submission of a one-year Action Plan and to provide such additional information as may be required; and that the City Manager be and is hereby authorized to execute all such contracts and documentation and take such further actions as may be appropriate and necessary to accept such grant and administer the programs funded thereby; and

BE IT FURTHER RESOLVED, that the Secretary of Housing and Urban Development be and hereby is assured full compliance by the City of Newburgh with said certifications.

Community Development Block Grant ("CDBG")

FY2021 Annual Action Plan

Department of Planning & Development

July, 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

City of Newburgh Community Development Goals - Refresher

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

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

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 under the Orange County Consortium (Orange County, City of Newburgh, City of Middletown).
- The City of Newburgh is required to prepare and submit a Consolidated Plan that establishes goals for the use of CDBG funds. The new City of Newburgh Consolidated Plan: FY2020-FY2024
- Projects MUST be consistent with national priorities for CDBG:
  - Activities that benefit low- and moderate-income people;
  - The prevention or elimination of slums or blight; or
  - Community development activities to address an urgent threat to health or safety.

EQUAL HOUSING OPPORTUNITY

Proposed FY2021 CDBG Projects/Funding

	Priority Need Addressed	Project Name	Proposed Activities (Examples)	Project Funding
Projects Funded through Entitlement Grant				
	Housing	Housing	In Rem Property Program: To continue funding the salaries/benefits of 3 City of Newburgh Employees. Also fund materials needed to maintain foreclosed properties, such as snow shovels, weed wackers, locks/keys.	$245,000.00
		Housing	Public Service Activity Subject to 15% Annual Allocation Cap, Funding to cover Closing Costs for first-time homebuyers through HUD approved Housing Counseling Program. Also includes program delivery cost.	$30,000.00
		Housing	Public Service Activity Subject to 15% Annual Allocation Cap, Funding to support an "Anti-Displacement Housing Stability Initiative" through City of Newburgh Housing Partner.	$80,000.00
	Infrastructure Improvements	Infrastructure Improvements	To continue funding Curb Ramp & Sidewalk Improvements project.	$275,000.00
	Economic Development	Economic Development	Funding for business assistance such as Business Façade and Signage grants, Microenterprise Business Assistance, Workforce Training.	$75,000.00
	Quality of Life Improvements	Neighborhood Services	**Public Service Activity, Subject to 15% Annual Allocation Cap, Summer Film Festival, National Night Out**	$10,000.00
	Administration	Administration	Program Administration, Staff Salary and Benefits, language translation services, program operating costs (including mailings), program trainings/conference.	$130,000.00
			Proposed Total FY2021 Allocation	$845,000.00

EQUAL HOUSING OPPORTUNITY

Contingency Funding

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

	Priority Need Addressed	Project Name	Proposed Activities (Examples)	% Project increase, if HUD allocation greater than proposed (approx.)
Projects Funded through Entitlement Grant				
	Housing	Housing	In Rem Property Program: To continue funding the salaries/benefits of 3 City of Newburgh Employees. Also fund materials needed to maintain foreclosed properties, such as snow shovels, weed wackers, locks/keys.	No Increase
		Housing	Public Service Activity Subject to 15% Annual Allocation Cap, Funding to cover Closing Costs for first-time homebuyers through HUD approved Housing Counseling Program. Also includes program delivery cost.	10%
		Housing	Public Service Activity Subject to 15% Annual Allocation Cap, Funding to support an "Anti-Displacement Housing Stability Initiative" through City of Newburgh Housing Partner.	30%
	Infrastructure Improvements	Infrastructure Improvements	To continue funding Curb Ramp & Sidewalk Improvements project.	10%
	Economic Development	Economic Development	Funding for business assistance such as Business Façade and Signage grants, Microenterprise Business Assistance, Workforce Training.	No Increase
	Quality of Life Improvements	Neighborhood Services	**Public Service Activity, Subject to 15% Annual Allocation Cap, Summer Film Festival, National Night Out**	No Increase
	Administration	Administration	Program Administration, Staff Salary and Benefits, language translation services, program operating costs (including mailings), program trainings/conference.	No Increase
			Proposed Total FY2021 Allocation	

EQUAL HOUSING OPPORTUNITY

Contingency Funding

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

	Priority Need Addressed	Project Name	Proposed Activities (Examples)	Project Funding	% Project decrease, if HUD allocation less than proposed (approx.)
Projects Funded through Entitlement Grant					
	Housing	Housing	In Rem Property Program: To continue funding the salaries/benefits of 3 City of Newburgh Employees. Also fund materials needed to maintain foreclosed properties, such as snow shovels, weed wackers, locks/keys.	$245,000.00	No Decrease
		Housing	Public Service Activity Subject to 15% Annual Allocation Cap, Funding to cover Closing Costs for first-time homebuyers through HUD approved Housing Counseling Program. Also includes program delivery cost.	$30,000.00	10%
		Housing	Public Service Activity Subject to 15% Annual Allocation Cap, Funding to support an "Anti-Displacement Housing Stability Initiative" through City of Newburgh Housing Partner.	$80,000.00	No Decrease
	Infrastructure Improvements	Infrastructure Improvements	To continue funding Curb Ramp & Sidewalk Improvements project.	$275,000.00	No Decrease
	Economic Development	Economic Development	Funding for business assistance such as Business Façade and Signage grants, Microenterprise Business Assistance, Workforce Training.	$75,000.00	No Decrease
	Quality of Life Improvements	Neighborhood Services	**Public Service Activity, Subject to 15% Annual Allocation Cap, Summer Film Festival, National Night Out**	$10,000.00	10%
	Administration	Administration	Program Administration, Staff Salary and Benefits, language translation services, program operating costs (including mailings), program trainings/conference.	$130,000.00	No Decrease
			Proposed Total FY2021 Allocation	$845,000.00	

EQUAL HOUSING OPPORTUNITY

Project: Housing
Proposed Activities:

- In Rem Property Program

- First Time Home Buyers Closing Cost Assistance

- Anti-Displacement/Housing Stability Initiative Assistance

EQUAL HOUSING OPPORTUNITY

Proposed Housing Activity: In Rem Property Program
Budget: $245,000.00
Description:

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

EQUAL HOUSING OPPORTUNITY

Proposed Housing Activity: First Time Home Buyers Closing Cost Assistance
Budget: $30,000.00
Description:

- Funding to cover Closing Costs for first-time homebuyers who have completed a HUD approved Housing Counseling Program in the City of Newburgh. Also includes program administration cost.

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

EQUAL HOUSING OPPORTUNITY

Proposed Housing Activity: Anti-Displacement/ Housing Stability Initiative

Budget: $80,000.00

Description:

- Funding to support an "Anti-Displacement Housing Stability Initiative" through City of Newburgh Housing Partner.

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

EQUAL HOUSING OPPORTUNITY

Proposed Infrastructure Improvements
Activity: Curb Ramp and Sidewalk Upgrades
Budget: $275,000.00
Description:

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

EQUAL HOUSING OPPORTUNITY

Proposed Economic Development Activity:
Business Assistance
Budget: $75,000.00
Description:

- Funding for business assistance such as Business Façade and Signage grants, Microenterprise Business Assistance, Workforce Training.

EQUAL HOUSING OPPORTUNITY

Proposed Quality of Life Activity: (Need proposed activity information)
Budget: $10,000.00
Description:

- 2021 Summer Film Festival
- National Night Out

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

EQUAL HOUSING OPPORTUNITY

Proposed Activity: Administration

Budget: $130,000.00

Description:

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

EQUAL HOUSING OPPORTUNITY

FY2021 CDBG AAP Timeline



FY 2021 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROJECTS TIMELINE

EQUAL HOUSING OPPORTUNITY

Subvención en Bloque para el Desarrollo de la Comunidad ("CDBG")

Año Fiscal-2021 Plan Anual de Acción

Departamento de Planeamiento y Desarrollo

Julio 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

EQUAL HOUSING OPPORTUNITY

Metas para el Desarrollo Comunitario de la Ciudad de Newburgh - Actualización

- Desarrollo Económico sin Desplazamiento.
- Mejorar el alcance y comunicaciones con la comunidad.
- 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



"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).
- Adjudicado a los gobiernos locales y estatales sobre la base de una fórmula.
- La Ciudad de Newburgh está bajo el Consorcio del Condado de Orange (Condado de Orange, Ciudad de Newburgh, Ciudad de Middletown).
- Se requiere que la Ciudad de Newburgh prepare y presente un Plan General que establezca metas para el uso de los fondos CDBG. El nuevo Plan General de la Ciudad de Newburgh: Año Fiscal-2020 - Año Fiscal-2024
- Los proyectos DEBEN ser consistentes con las prioridades nacionales del CDBG:
  - Actividades que beneficien a las personas de bajos-o-moderados ingresos;
  - La prevención o eliminación de barriadas precarias o barrios arruinados; o
  - Las actividades de desarrollo de la comunidad que abarquen las amenazas urgentes a la salud o seguridad.

EQUAL HOUSING OPPORTUNITY

Propuesta: Año Fiscal-2021 CDBG Proyectos/Financiación

	Necesidad Prioritaria Abordada	Nombre del Proyecto	Actividades Propuestas (Ejemplos)	Fondos del Proyecto
Proyectos Financiados a través de Subvención Correspondiente por Derecho				
	Vivienda	Vivienda	En-Efecto, Programa de Propiedades Embargadas: Continuar la financiación de salarios/beneficios de 3 Empleados de la Ciudad de Newburgh. Además, financiar materiales necesarios para el mantenimiento de propiedades embargadas, como ser: palas para nieve, bordeadoras, cerraduras/llaves.	$245,000.00
		Vivienda	Servicio de Actividades Públicas Sujeto a Límite de 15% de Adjudicación Anual, Fondos para cubrir los Costes de Cierre para compradores-de-vivienda-por-primera-vez a través del Programa de Asesoramiento a la Vivienda, aprobado por HUD. Además incluye los costes de prestación del programa.	$30,000.00
		Vivienda	Servicio de Actividades Públicas Sujeto a Límite de 15% de Adjudicación Anual, Fondos para apoyar la "Iniciativa de Estabilidad/Anti-Desplazamiento de la Vivienda" a través de Vivienda Asociada de la Ciudad de Newburgh.	$80,000.00
	Mejoramientos de Infraestructura	Mejoramientos de Infraestructura	Continuar la financiación del proyecto de Mejoramiento de Rampas-en-Bordillos y Aceras.	$275,000.00
	Desarrollo Económico	Desarrollo Económico	Fondos para la asistencia a negocios, como ser, subvención para Carteles y Fachadas de Negocios, Asistencia a Microemprendedores de Negocios, Entrenamiento de Trabajadores.	$75,000.00
	Mejoramiento de Calidad de Vida	Servicios en los Barrios	**Servicio de Actividades Públicas Sujeto a Límite de 15% de Adjudicación Anual, Festival de Cine de Verano, Noche Nacional de Salida Nocturna.**	$10,000.00
	Administración	Administración	Administración de Programas, Salario y Beneficios del Personal, Servicios de Traducción, Costes Operativos del Programa (incluyendo correo), Entrenamiento/Conferencia.	$130,000.00
			Adjudicación Total Propuesta para el Año Fiscal-2021	$845,000.00

EQUAL HOUSING OPPORTUNITY

Financiación de Contingencia

Si el monto de la actual adjudicación anual excede el estimado propuesto, el presupuesto del proyecto se incrementará en:

	Necesidad Prioritaria Abordada	Nombre del Proyecto	Actividades Propuestas (Ejemplos)	% de incremento del proyecto, si la asignación de HUD es mayor que la propuesta (aprox.)
Proyectos Financiados a través de Subvención Correspondiente por Derecho				
	Vivienda	Vivienda	En-Efecto, Programa de Propiedades Embargadas: Continuar la financiación de salarios/beneficios de 3 Empleados de la Ciudad de Newburgh. Además, financiar materiales necesarios para el mantenimiento de propiedades embargadas, como ser: palas para nieve, bordeadoras, cerraduras/llaves.	Sin incremento
		Vivienda	Servicio de Actividades Públicas Sujeto a Límite de 15% de Adjudicación Anual, Fondos para cubrir los Costes de Cierre para compradores-de-vivienda-por-primera-vez a través del Programa de Asesoramiento a la Vivienda, aprobado por HUD. Además incluye los costes de prestación del programa.	10%
		Vivienda	Servicio de Actividades Públicas Sujeto a Límite de 15% de Adjudicación Anual, Fondos para apoyar la "Iniciativa de Estabilidad/Anti-Desplazamiento de la Vivienda" a través de Vivienda Asociada de la Ciudad de Newburgh.	30%
	Mejoramientos de Infraestructura	Mejoramientos de Infraestructura	Continuar la financiación del proyecto de Mejoramiento de Rampas-en-Bordillos y Aceras.	10%
	Desarrollo Económico	Desarrollo Económico	Fondos para la asistencia a negocios, como ser, subvención para Carteles y Fachadas de Negocios, Asistencia a Microemprendedores de Negocios, Entrenamiento a Trabajadores.	Sin incremento
	Mejoramiento de Calidad de Vida	Servicios en los Barrios	**Servicio de Actividades Públicas Sujeto a Límite de 15% de Adjudicación Anual, Festival de Cine de Verano, Noche Nacional de Salida Nocturna.**	Sin incremento
	Administración	Administración	Administración de Programas, Salario y Beneficios del Personal, Costes Operativos del Programa (incluyendo correo), Servicios de Traducción, Entrenamiento/Conferencia	Sin incremento

EQUAL HOUSING OPPORTUNITY

Financiación de Contingencia

Si el monto de la actual adjudicación anual es menor que el estimado propuesto, el presupuesto del proyecto disminuirá en:

	Necesidad Prioritaria Abordada	Nombre del Proyecto	Actividades Propuestas (Ejemplos)	Fondos del Proyecto	% de disminución del proyecto si la adjudicación de HUD es menor que la propuesta (aprox.)
Proyectos Financiados a través de Subvención Correspondiente por Derecho					
	Vivienda	Vivienda	En-Efecto, Programa de Propiedades Embargadas: Continuar la financiación de salarios/beneficios de 3 Empleados de la Ciudad de Newburgh. Además, financiar materiales necesarios para el mantenimiento de propiedades embargadas, como ser: palas para nieve, bordeadoras, cerraduras/llaves.	$245,000.00	Sin Disminución
		Vivienda	Servicio de Actividades Públicas Sujeto a Límite de 15% de Adjudicación Anual, Fondos para cubrir los Costes de Cierre para compradores-de-vivienda-por-primera-vez a través del Programa de Asesoramiento a la Vivienda, aprobado por HUD. Además incluye los costes de prestación del programa.	$30,000.00	10%
		Vivienda	Servicio de Actividades Públicas Sujeto a Límite de 15% de Adjudicación Anual, Fondos para apoyar la "Iniciativa de Estabilidad/Anti-Desplazamiento de la Vivienda" a través de Vivienda Asociada de la Ciudad de Newburgh.	$80,000.00	Sin Disminución
	Mejoramientos de Infraestructura	Mejoramientos de Infraestructura	Continuar la financiación del proyecto de Mejoramiento de Rampas-en-Bordillos y Aceras.	$275,000.00	Sin Disminución
	Desarrollo Económico	Desarrollo Económico	Fondos para la asistencia a negocios, como ser, subvención para Carteles y Fachadas de Negocios, Asistencia a Microemprendedores de Negocios, Entrenamiento a Trabajadores.	$75,000.00	Sin Disminución
	Mejoramiento de Calidad de Vida	Servicios en los Barrios	**Servicio de Actividades Públicas Sujeto a Límite de 15% de Adjudicación Anual, Festival de Cine de Verano, Noche Nacional de Salida Nocturna.**	$10,000.00	10%
	Administración	Administración	Administración de Programas, Salario y Beneficios del Personal, Costes Operativos del Programa (incluyendo correos), Servicios de Traducción, Entrenamiento/Conferencia	$130,000.00	Sin Disminución

EQUAL HOUSING OPPORTUNITY

Proyecto: Vivienda

Actividades Propuestas:

- En-Efecto Programa de Propiedades

- Asistencia a Costes de Cierre para Compradores-de-Vivienda-por-primera-vez

- Asistencia a la Iniciativa de
- Anti-Desplazamiento/Estabilidad Habitacional

EQUAL HOUSING OPPORTUNITY

Actividad Propuesta para Vivienda: En-Efecto Programa de Propiedades
Presupuesto: $245,000.00
Descripción:

- La Actividad financia a 2 empleados a-tiempo-completo del Departamento de Obras Públicas y 1 empleado del Departamento de Planeamiento y Desarrollo dedicados al programa En-Efecto.
- Provee mantenimiento y seguridad para propiedades vacantes. Mantiene las propiedades habitables, el buen aspecto de los barrios, mantiene/aumenta el valor de las propiedades.

EQUAL HOUSING OPPORTUNITY

Actividad Propuesta para Vivienda: Asistencia a Costes de Cierre para Compradores-de-Vivienda-por-Primera-Vez

Presupuesto: $30,000.00

Descripción:

- Financiación para cubrir los Costes de Cierre para los compradores-de-vivienda-por-primera-vez que hayan completado el Programa de Asesoramiento a la Vivienda aprobado por HUD, en la Ciudad de Newburgh. Además incluye el coste de administración del programa.

Importante: Servicio de Actividades Públicas Sujeto a Límite de 15% de Adjudicación Anual.

Actividad Propuesta para Vivienda: Iniciativa de Estabilidad/Anti-Desplazamiento de la Vivienda
Presupuesto: $80,000.00
Descripción:

- Financiación para apoyar la ”Iniciativa de Estabilidad/ Anti-Desplazamiento de la Vivienda” a través de programa de Vivienda Asociada de la Ciudad de Newburgh.

Importante: Servicio de Actividades Públicas Sujeto a Límite de 15% de Adjudicación Anual.

EQUAL HOUSING OPPORTUNITY

Actividad Propuesta para Mejoramiento de Infraestructura: Mejoramiento de Rampas en Bordillos y Aceras
Presupuesto: $275,000.00
Descripción:

- Fondos para continuar la financiación del proyecto de Mejoramiento de Rampas en Bordillos y Aceras.

EQUAL HOUSING OPPORTUNITY

Actividad Propuesta para Desarrollo Económico: Asistencia a Negocios

Presupuesto: $75,000.00

Descripción:

- Financiación de asistencia a negocios, como ser, subvención para Fachadas de Negocios y Carteles, Asistencia de negocios a Microemprendimientos, Entrenamiento de Trabajadores.

EQUAL HOUSING OPPORTUNITY

Actividad Propuesta para Calidad de Vida:
(Se necesita información de la actividad propuesta)
Presupuesto: $10,000.00
Descripción:

- 2021 Festival de Cine de Verano
- Noche Nacional de Salida Nocturna

Importante: Si es una Actividad de Servicio Público, Sujeto a Límite de 15% de Adjudicación Anual.

EQUAL HOUSING OPPORTUNITY

Actividad Propuesta: Administración

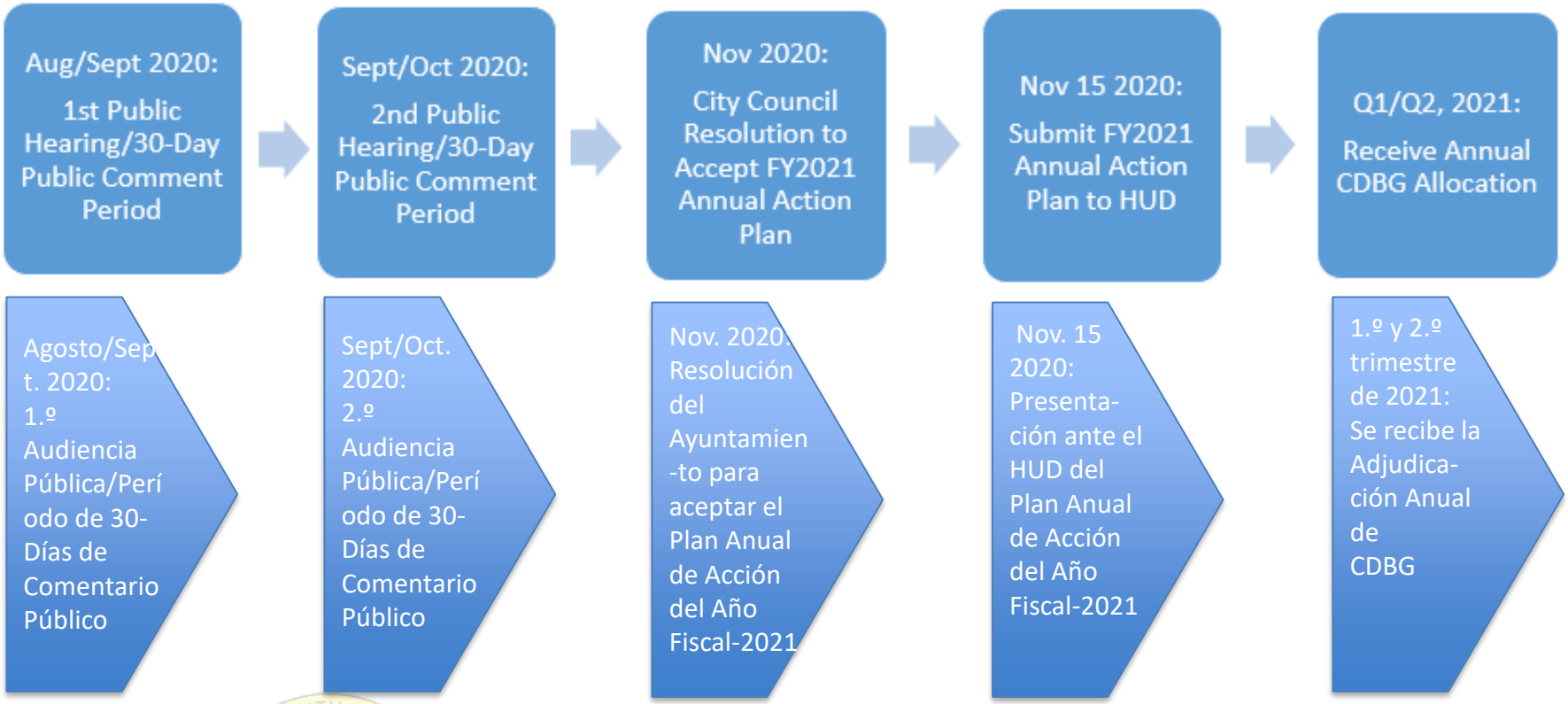
Presupuesto: $130,000.00

Descripción:

- Fondos para la administración del programa, salario y beneficios del personal, servicios de traducción, costes de operación del programa (incluye correo), programa de entrenamientos/conferencias.

EQUAL HOUSING OPPORTUNITY

Año Fiscal-2021 CDBG - Línea del Tiempo del Plan Anual de Acción



Año Fiscal-2021 - SUBVENCIÓN EN BLOQUE PARA EL DESARROLLO DE LA COMUNIDAD (CDBG)
LÍNEA DEL TIEMPO DE LOS PROYECTOS

EQUAL HOUSING OPPORTUNITY

RESOLUTION NO.: ___273___ - 2020

OF

NOVEMBER 9, 2020

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE AN AMENDED PROFESSIONAL SERVICES CONTRACT WITH LEGAL SERVICES OF THE HUDSON VALLEY TO PROVIDE COMMUNITY EDUCATIONAL SERVICES IN CONNECTION WITH THE CITIES RISE PHASE III GRANT

WHEREAS, by Resolution No. 223-2019 of September 9, 2019, the City Council authorized the City Manager to apply for and accept if awarded a Cities for Responsible Investment and Strategic Enforcement ("Cities RISE") Phase III grant through the Office of the New York State Attorney General; and

WHEREAS, part of the City's grant application included working with Legal Services of the Hudson Valley to provide educational services to the Newburgh community regarding housing rights and housing code awareness; and

WHEREAS, by Resolution No. 75-2020, the City Council authorized the City Manager to execute a professional services contract with LSHV to provide community educational services in connection with the Cities RISE Phase III grant ("Original Contract"); and

WHEREAS, delivering the services contemplated in the Original Contract has become impossible as a result of the COVID-19 pandemic and the social distancing rules and regulations currently in effect in New York State; and

WHEREAS, the COVID-19 pandemic has caused the City and LSHV to evaluate the timing and delivery of the services contemplated in the Original Contract, in order to provide maximum impact for the Newburgh community; and

WHEREAS, the City Council and LSHV wish to engage in an alternative arrangement whereby LSHV can provide educational services to the Newburgh community regarding housing rights and housing code awareness as contemplated in the Original Contract, while complying with the social distancing rules and regulations currently in effect in New York State;

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 an amended contract with Legal Services of the Hudson Valley to provide professional services for community educational activities in connection with Cities for Responsible Investment and Strategic Enforcement ("Cities RISE") Phase III grant.

CONTRACT FOR SERVICES

This Contract for Services ("Contract"), by and among the **CITY OF NEWBURGH, NEW YORK,** a New York municipal corporation, having its principal office located at 83 Broadway, Newburgh, New York 12550 (the "City") and **LEGAL SERVICES OF THE HUDSON VALLEY**, a New York not-for-profit corporation, having its principal place of business at 90 Maple Avenue, White Plains, New York 10604 ("LSHV"), is made as of this _____, 2020, as follows:

WHEREAS, the City applied for, and was awarded funds from the New York State Cities RISE grant; and

WHEREAS, the mandate of the grant was for cities to launch innovative programs related to housing and strategic code enforcement in an effort to address and transform blighted, vacant, or poorly maintained properties through the use of housing and community data; and

WHEREAS, part of the City's grant application included working with LSHV to provide educational services to the Newburgh community regarding housing rights and housing code awareness; and

WHEREAS, by Resolution No. 75-2020, the City authorized the City Manager to execute a professional services contract with LSHV to provide community educational services in connection with the Cities RISE Phase III grant ("Original Contract"); and

WHEREAS, delivering the services contemplated in the Original Contract has become impossible as a result of the COVID-19 pandemic and the social distancing rules and regulations currently in effect in New York State; and

WHEREAS, the COVID-19 pandemic has caused the City and LSHV to evaluate the timing and delivery of the services contemplated in the Original Contract, in order to provide maximum impact for the Newburgh community; and

WHEREAS, the City and LSHV wish to engage in an alternative arrangement whereby LSHV can provide educational services to the Newburgh community regarding housing rights and housing code awareness as contemplated in the Original Contract, while complying with the social distancing rules and regulations currently in effect in New York State;

NOW, THEREFORE, it is agreed as follows:

I SPECIFIC TERMS OF AGREEMENT

1. LSHV will provide one (1) staff attorney per session who is familiar with state and local housing rights and housing codes, who will provide general information and general education on state and local housing rights and housing codes ("Services"), on an appointment basis via Zoom, Skype, or some other teleconference application, to members of the community.

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2. LSHV shall provide the Services for twelve (12) sessions for a period of four (4) consecutive hours per session, according to a schedule more fully set forth in **Schedule A**, annexed hereto.

3. LSHV shall be solely responsible for providing the technological applications necessary to provide the Services.

4. Should social distancing rules and regulations currently in effect in New York State be completely lifted or otherwise fully expire during the period of time that Services are required for delivery herein, LSHV shall provide the remaining number of deliverable sessions in a "live" setting. Session sites shall be held at either Community Voices Heard (377 Broadway, Newburgh), the Newburgh Ministry (9 Johnston Street, Newburgh), or the Newburgh Free Library (124 Grand Street). LSHV shall be solely responsible for securing those sites to deliver the remaining Services. Session times shall be held during the periods set forth in Schedule A to the extent practicable.

5. As consideration for the Services provided, the City shall pay LSHV a sum of twenty-five thousand and 00/100 dollars ($25,000.00), said sum being a part of the Cities RISE grant that was awarded to the City. Said sum shall be paid in installments, with the first installment being $3,000 after delivery of the first session of services and the remaining installments being $2,000 after delivery of the each of the remaining 11 sessions. Payment shall be remitted within 30 days after the City is in receipt of LSHV's invoice documenting completion of a session. Invoices shall be provided to:

   City of Newburgh
   Department of Planning and Development
   123 Grand Street
   Newburgh, New York 12550

6. LSHV shall also organize a minimum of three (3) and maximum of six (6), "virtual" housing rights/housing codes workshops ("Workshops"). Each workshop session shall last between one (1) and two (2) hours. The workshops shall collectively total six (6) hours of time. At least three (3) of the Workshop hours shall be outside of the regular business day (i.e. outside of 9 a.m. to 5 p.m., Monday through Friday). The Workshops may be held over the period of several days or weeks, at LSHV's discretion according to the schedule more fully set forth in **Schedule A**, annexed hereto. LSHV shall advertise the time and date of each Workshop at least 10 days in advance on both its website and in its local Newburgh office. LSHV shall also make the City aware of the date and time of each Workshop no later than 10 days in advance of the actual Workshop date.

7. LSHV shall be solely responsible for providing technological applications necessary to provide the Workshop service.

8. As consideration for the Workshop services provided, and after the 6 total hours of Workshops have been held, the City shall pay LSHV a sum of five thousand and 00/100 dollars ($5,000.00), said sum being in addition to the consideration referred to in paragraph 5. Payment shall be remitted within 30 days after the City is in receipt of LSHV's invoice

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documenting completion of the 6 Workshop hours. Invoice shall be provided to:

City of Newburgh
Department of Planning and Development
123 Grand Street
Newburgh, New York 12550

II GENERAL TERMS OF AGREEMENT

9. Executory Clause. The City shall have no liability under this Agreement to LSHV or to anyone else beyond funds appropriated and available for this Agreement.

10. Procurement of Agreement. LSHV represents and warrants that no person or selling agency has been employed or retained by LSHV to solicit or secure this Agreement upon an agreement or upon an understanding for a commission, percentage, a brokerage fee, contingent fee or any other compensation. LSHV further represents and warrants that no payment, gift or thing of value has been made, given or promised to obtain this or any other agreement between the parties. LSHV makes such representations and warranties to induce the City to enter into this Agreement and the City relies upon such representations and warranties in the execution hereof. For a breach or violation of such representations or warranties, the City shall have the right to annul this Agreement without liability, entitling the City to recover all monies paid hereunder and LSHV shall not make claim or be entitled to recover, any sum or sums otherwise due under this Agreement. This remedy, if effected, shall not constitute the sole remedy afforded the City for such falsity or breach, nor shall it constitute a waiver of the City's right to claim damages or otherwise refuse payment or to take any other action provided for by law or pursuant to this Agreement.

11. Conflict of Interest. LSHV represents and warrants that neither it nor any of its directors, officers, members, partners or employees, have any interest nor shall they acquire any interest, directly or indirectly which would or may conflict in any manner or degree with the performance or rendering of the services herein provided. LSHV further represents and warrants that in the performance of this Agreement, no person having such interest or possible interest shall be employed by it and that no elected official or other officer or employee of the City, nor any person whose salary is payable, in whole or in part, by the City or any corporation, partnership or association in which such official, officer or employee is directly or indirectly interested shall have any such interest, direct or indirect, in this Agreement or in the proceeds thereof, unless such person submits a letter disclosing such an interest, or the appearance or potential of same, to the City Manager and a copy to the Corporation Counsel of the City in advance of the negotiation and execution of this Agreement. For failure to submit such letter of disclosure, or for a breach or violation of such representations or warranties, the City shall have the right to annul this Agreement without liability, entitling the City to recover all monies paid hereunder and LSHV shall not make claim for, or be entitled to recover, any sum or sums otherwise due under this Agreement. This remedy, if elected, shall not constitute the sole remedy afforded the City for such falsity or breach, nor shall it constitute a waiver of the City's right to claim damages or otherwise refuse payment to or to take any other action provided for by law, in equity or pursuant to this Agreement.

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12. Fair Practices. LSHV and each person signing on behalf of the LSHV represents, warrants and certifies, that to the best of their knowledge and belief:

    a. The prices in this Agreement have been arrived at independently by LSHV without collusion, consultation, communication, or agreement with any other bidder, proposer or with any competitor as to any matter relating to such prices which has the effect of, or has as its purpose, restricting competition;

    b. Unless otherwise required by law, the prices which have been quoted in this Agreement and on the proposal or quote submitted by LSHV have not been knowingly disclosed by LSHV prior to the communication of such quote to the City or the proposal opening directly or indirectly, to any other bidder, proposer or to any competitor; and

    c. No attempt has been made or will be made by LSHV to induce any other person, partnership, corporation or entity to submit or not to submit a proposal or quote for the purpose of restricting competition.

13. Independent Contractor. In performing the services and/or supplying goods and incurring expenses under this Agreement, LSHV shall operate as, and have the status of, an independent contractor and shall not act as agent, or be an agent, of the City. As an independent contractor, LSHV shall be solely responsible for determining the means and methods of performing the services and/or supplying of the goods and shall have complete charge and responsibility for LSHV's personnel engaged in the performance of the same. In accordance with such status as independent contractor, LSHV covenants and agrees that neither it nor its employees or agents will hold themselves out as, nor claim to be officers or employees of the City, or of any department, agency or unit thereof by reason hereof, and that they will not, by reason hereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the City including, but not limited to, Worker's Compensation coverage, health coverage, Unemployment Insurance Benefits, Social Security coverage or employee retirement membership or credit.

14. No Assignment. LSHV shall not assign any of its rights, interest or obligations under this Agreement, or subcontract any of the services to be performed by it under this Agreement, without the prior express written consent of the City Manager of the City. Any such subcontract, assignment, transfer, conveyance, or other disposition without such prior consent shall be void and any services provided thereunder will not be compensated. Any subcontract or assignment properly consented to by the City shall be subject to all of the terms and conditions of this Agreement. Failure of LSHV to obtain any required consent to any assignment, shall be grounds for termination for cause, at the option of the City and if so terminated, the City shall thereupon be relieved and discharged from any further liability and obligation to LSHV, its assignees or transferees, and all monies that may become due under this Agreement shall be forfeited to the City except so much thereof as may be necessary to pay LSHV's employees for past service. The provisions of this clause shall not hinder, prevent, or affect any assignment by LSHV for the benefit of its creditors made pursuant to the laws of the State of New York.

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15. Books and Records. LSHV agrees to maintain separate and accurate books, records, documents and other evidence and accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Agreement.

16. Retention of Records. LSHV agrees to retain all books, records and other documents relevant to this Agreement for six (6) years after the final payment or termination of this Agreement, whichever later occurs.

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

18. Indemnification. LSHV agrees to defend, indemnify and hold harmless the City, including its officials, employees and agents, against all claims, losses, damages, liabilities, costs or expenses (including, without limitation, reasonable attorney fees and costs of litigation and/or settlement), whether incurred as a result of a claim by a third party or any other person or entity, arising out of the services performed and/or goods supplied pursuant to this Agreement which the City or its officials, employees or agents, may suffer by reason of any negligence, fault, act or omission of LSHV, its employees, representatives, subcontractors, assignees, or agents. In the event that any claim is made or any action is brought against the City in this case, the City shall have the right to withhold further payments hereunder for the purpose of set-off of sufficient sums to cover the said claim or action. The rights and remedies of the City provided for in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or this Agreement.

19. Confidential Information. In the course of providing the services hereunder, LSHV may acquire knowledge or come into possession of confidential, sensitive or proprietary information belonging to City. LSHV agrees that it will keep and maintain such information securely and confidentially, and not disclose such information to any third parties, including the media, nor use such information in any manner publicly or privately, without receiving the prior approval, in writing, of the City authorizing such use. LSHV's obligations under this clause to maintain the confidentiality of such information and to refrain from using such information in any manner without the prior written approval of the City shall survive the termination or expiration of this Agreement.

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20. Termination. The City, upon 10 days written notice to LSHV, may terminate this Agreement in whole or in part when the City deems it to be in its best interest. In such event, LSHV shall be compensated and the City shall be liable only for payment for services already rendered in this Agreement prior to the effective date of termination. Upon receipt of notice that the City is terminating this Agreement in its best interests, LSHV shall stop work immediately and incur not further costs in furtherance of this Agreement without express written approval of the City Manager.

21. General Release. The acceptance by LSHV or its assignees of the final payment under this Agreement, whether by Claimant's Certification form, judgment of any court of competent jurisdiction, or administrative means shall constitute and operate as a general release to the City from any and all claims of LSHV arising out of the performance of this Agreement.

22. Set-Off Rights. The City shall have and retain all of its common law, equitable and statutory rights of set-off.

23. No Arbitration. Any and all disputes involving this Agreement, including the breach or alleged breach thereof, may not be submitted to arbitration unless specifically agreed thereto in writing by the City Manager of the City, but must instead only be heard in the Supreme Court of the State of New York, with venue in Orange County or if appropriate, in the Federal District Court with venue in the Southern District of New York, White Plains division.

24. Governing Law. This Agreement shall be governed by the laws of the State of New York. LSHV shall render all services under this Agreement in accordance with applicable provisions of all federal, state and local laws, rules and regulations as are in effect at the time such services are rendered.

25. Current or Former City Employees. LSHV represents and warrants that it shall not retain the services of any City employee or former City employee in connection with this Agreement or any other agreement that said LSHV has or may have with the City without the express written permission of the City. This limitation period covers the preceding three (3) years or longer if the City employee or former City employee has or may have an actual or perceived conflict of interests due to their position with the City. For a breach or violation of such representations or warranties, the City shall have the right to annul this Agreement without liability, entitling the City to recover all monies paid hereunder and LSHV shall not make claim for or be entitled to recover, any sum or sums otherwise due under this Agreement. This remedy, if effected, shall not constitute the sole remedy afforded the City for such falsity or breach, nor shall it constitute a waiver of the City's right to claim damages or otherwise refuse payment or to take any other action provided for by law or pursuant to this Agreement.

26. No Modification. No changes, amendments or modifications of any of the terms and/or conditions of this Agreement shall be valid unless reduced to writing and signed by the party to be bound.

27. Entire Agreement. The rights and obligations of the parties and their respective agents,

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successors and assignees shall be subject to and governed by this Agreement, including Schedule A, which supersede any other understandings or writings between or among the parties.

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[Schedule A to follow.]

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SCHEDULE A – Services Schedule

1. Eight sessions shall be completed within ten months of the date of this contract. Sessions shall be spread out as much as practicable during the ten month period, and shall be held at a variety of days of the week and times of day, in LSHV's discretion.

2. Four sessions shall be held after the final expiration of the residential tenant eviction moratorium date imposed by the New York States Tenant Safe Harbor Act and any applicable order of the Governor of New York State and shall be spread out as much as is practicable within four months after the final expiration of the abovementioned residential tenant eviction moratorium, and shall be held at a variety of days of the week and times of day. Should the above-mentioned moratorium still be in effect as of August 1 2021, LSHV is authorized to proceed with holding the remaining four sessions. These four remaining sessions shall be spread out as much as is practicable during the remainder of the contract term and shall be held on a variety of days of the week and times of day. All twelve sessions shall be completed no later than March 1, 2022.

3. The Workshops shall be held no earlier than the final expiration of the residential tenant eviction moratorium date imposed by New York State's Tenant Safe Harbor Act and any applicable order of the Governor of New York State, and in accordance with paragraph 6, above. Should the above-mentioned moratorium still be in effect as of August 1, 2021, LSHV is authorized to hold the Workshops and spread out the timing of the Workshops as much as is practicable during the remainder of the contract term and shall be held on a variety of days of the week and times of day. All Workshops shall be completed no later than March 1, 2022.

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

DATED: _____, 2020 CITY OF NEWBURGH

By: _____
Name: Joseph P. Donat
Title: City Manager
Per Resolution No.: _____-2020

DATED: _____, 2020 LEGAL SERVICES OF THE HUDSON VALLEY

By: _____
Name: Barbara Finkelstein, Esq.
Title: Chief Executive Officer

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RESOLUTION NO.: 75 - 2020

OF

MARCH 19, 2020

A RESOLUTION AUTHORIZING THE CITY MANAGER
TO EXECUTE A PROFESSIONAL SERVICES CONTRACT WITH
LEGAL SERVICES OF THE HUDSON VALLEY
TO PROVIDE COMMUNITY EDUCATIONAL SERVICES
IN CONNECTION WITH THE CITIES RISE PHASE III GRANT

WHEREAS, by Resolution No. 223-2019 of September 9, 2019, the City Council authorized the City Manager to apply for and accept if awarded a Cities for Responsible Investment and Strategic Enforcement ("Cities RISE") Phase III grant through the Office of the New York State Attorney General; and

WHEREAS, the City was awarded funds from the New York State Cities RISE Phase III grant; and

WHEREAS, the mandate of the grant was for cities to launch innovative programs related to housing and strategic code enforcement in an effort to address and transform blighted, vacant, or poorly maintained properties through the use of housing and community data; and

WHEREAS, part of the City's grant application included working with Legal Services of the Hudson Valley to provide educational services to the Newburgh community regarding housing rights and housing code awareness; and

WHEREAS, this Council has reviewed the contract with Legal Services of the Hudson Valley annexed hereto and finds that entering into said contract is in the best interests of the City of Newburgh;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to execute a contract with Legal Services of the Hudson Valley to provide professional services for community educational activities in connection with Cities for Responsible Investment and Strategic Enforcement ("Cities RISE") Phase III grant.

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 3/19/20 and that it is a true and correct copy of such original.

Witness my hand and seal of the City of Newburgh this 20 day of March 20 20

City Clerk

CONTRACT FOR SERVICES

This Contract for Services ("Contract"), by and among the **CITY OF NEWBURGH, NEW YORK,** a New York municipal corporation, having its principal office located at 83 Broadway, Newburgh, New York 12550 (the "City") and **LEGAL SERVICES OF THE HUDSON VALLEY**, a New York not-for-profit corporation, having its principal place of business at 90 Maple Avenue, White Plains, New York 10604 ("LSHV"), is made this dated as of _____, 2020, as follows:

WHEREAS, the City applied for, and was awarded funds from the New York State Cities RISE grant; and

WHEREAS, the mandate of the grant was for cities to launch innovative programs related to housing and strategic code enforcement in an effort to address and transform blighted, vacant, or poorly maintained properties through the use of housing and community data; and

WHEREAS, part of the City's grant application included working with LSHV to provide educational services to the Newburgh community regarding housing rights and housing code awareness; and

NOW, THEREFORE, it is agreed as follows:

I SPECIFIC TERMS OF AGREEMENT

1. LSHV will provide one (1) staff attorney who is familiar with state and local housing rights and housing codes, who will provide general information and general education on state and local housing rights and housing codes ("Services"), on both a walk-in and appointment basis, to members of the community.

2. LSHV shall provide the Services for twelve (12) sessions on an approximate bi-weekly basis, for a period of four (4) consecutive hours per session, for a period of six (6) months, according to a schedule and with locations more fully set forth in **Schedule A**, annexed hereto.

3. LSHV shall be solely responsible for securing the sites referenced in Schedule A and to provide any other accommodations necessary to provide the Services.

4. As consideration for the Services provided, and after all of the Services have been provided, the City shall pay LSHV a sum of twenty-five thousand and 00/100 dollars ($25,000.00), said sum being a part of the Cities RISE grant that was awarded to the City.

5. LSHV shall also organize one (1) housing rights/housing codes workshop ("Workshop") at a community space located in census tracts 3, 4, or 5 in the City of Newburgh. The Workshop shall last for six (6) hours, with three (3) of those hours being outside of the regular business day. LSHV shall advertise the time and date of the Workshop at least one (1) month in advance on both its website and in its local Newburgh office. LSHV shall also make the City aware of the date, time, and location of the Workshop no later than one (1) month in advance of the

actual Workshop date.

6. LSHV shall be solely responsible for securing a site for the Workshop and to provide any other accommodations necessary to provide the Workshop service.

7. As consideration for the Workshop service provided, and after the Workshop has been provided, the City shall pay LSHV a sum of five thousand and 00/100 dollars ($5,000.00), said sum being a part of the Cities RISE grant that was awarded to the City.

II GENERAL TERMS OF AGREEMENT

8. Executory Clause. The City shall have no liability under this Agreement to LSHV or to anyone else beyond funds appropriated and available for this Agreement.

9. Procurement of Agreement. LSHV represents and warrants that no person or selling agency has been employed or retained by LSHV to solicit or secure this Agreement upon an agreement or upon an understanding for a commission, percentage, a brokerage fee, contingent fee or any other compensation. LSHV further represents and warrants that no payment, gift or thing of value has been made, given or promised to obtain this or any other agreement between the parties. LSHV makes such representations and warranties to induce the City to enter into this Agreement and the City relies upon such representations and warranties in the execution hereof. For a breach or violation of such representations or warranties, the City shall have the right to annul this Agreement without liability, entitling the City to recover all monies paid hereunder and LSHV shall not make claim or be entitled to recover, any sum or sums otherwise due under this Agreement. This remedy, if effected, shall not constitute the sole remedy afforded the City for such falsity or breach, nor shall it constitute a waiver of the City's right to claim damages or otherwise refuse payment or to take any other action provided for by law or pursuant to this Agreement.

10. Conflict of Interest. LSHV represents and warrants that neither it nor any of its directors, officers, members, partners or employees, have any interest nor shall they acquire any interest, directly or indirectly which would or may conflict in any manner or degree with the performance or rendering of the services herein provided. LSHV further represents and warrants that in the performance of this Agreement, no person having such interest or possible interest shall be employed by it and that no elected official or other officer or employee of the City, nor any person whose salary is payable, in whole or in part, by the City or any corporation, partnership or association in which such official, officer or employee is directly or indirectly interested shall have any such interest, direct or indirect, in this Agreement or in the proceeds thereof, unless such person submits a letter disclosing such an interest, or the appearance or potential of same, to the City Manager and a copy to the Corporation Counsel of the City in advance of the negotiation and execution of this Agreement. For failure to submit such letter of disclosure, or for a breach or violation of such representations or warranties, the City shall have the right to annul this Agreement without liability, entitling the City to recover all monies paid hereunder and LSHV shall not make claim for, or be entitled to recover, any sum or sums otherwise due under this Agreement. This remedy, if elected, shall not constitute the sole remedy afforded the City for such falsity or breach, nor shall it constitute a waiver of the City's

right to claim damages or otherwise refuse payment to or to take any other action provided for by law, in equity or pursuant to this Agreement.

11. Fair Practices. LSHV and each person signing on behalf of the LSHV represents, warrants and certifies, that to the best of their knowledge and belief:

    a. The prices in this Agreement have been arrived at independently by LSHV without collusion, consultation, communication, or agreement with any other bidder, proposer or with any competitor as to any matter relating to such prices which has the effect of, or has as its purpose, restricting competition;

    b. Unless otherwise required by law, the prices which have been quoted in this Agreement and on the proposal or quote submitted by LSHV have not been knowingly disclosed by LSHV prior to the communication of such quote to the City or the proposal opening directly or indirectly, to any other bidder, proposer or to any competitor; and

    c. No attempt has been made or will be made by LSHV to induce any other person, partnership, corporation or entity to submit or not to submit a proposal or quote for the purpose of restricting competition.

12. Independent Contractor. In performing the services and/or supplying goods and incurring expenses under this Agreement, LSHV shall operate as, and have the status of, an independent contractor and shall not act as agent, or be an agent, of the City. As an independent contractor, LSHV shall be solely responsible for determining the means and methods of performing the services and/or supplying of the goods and shall have complete charge and responsibility for LSHV's personnel engaged in the performance of the same. In accordance with such status as independent contractor, LSHV covenants and agrees that neither it nor its employees or agents will hold themselves out as, nor claim to be officers or employees of the City, or of any department, agency or unit thereof by reason hereof, and that they will not, by reason hereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the City including, but not limited to, Worker's Compensation coverage, health coverage, Unemployment Insurance Benefits, Social Security coverage or employee retirement membership or credit.

13. No Assignment. LSHV shall not assign any of its rights, interest or obligations under this Agreement, or subcontract any of the services to be performed by it under this Agreement, without the prior express written consent of the City Manager of the City. Any such subcontract, assignment, transfer, conveyance, or other disposition without such prior consent shall be void and any services provided thereunder will not be compensated. Any subcontract or assignment properly consented to by the City shall be subject to all of the terms and conditions of this Agreement. Failure of LSHV to obtain any required consent to any assignment, shall be grounds for termination for cause, at the option of the City and if so terminated, the City shall thereupon be relieved and discharged from any further liability and obligation to LSHV, its assignees or transferees, and all monies that may become due under this Agreement shall be forfeited to the City except so much thereof as may be necessary to pay LSHV's employees for past service. The provisions of this clause shall not hinder, prevent,

or affect any assignment by LSHV for the benefit of its creditors made pursuant to the laws of the State of New York.

14. Books and Records. LSHV agrees to maintain separate and accurate books, records, documents and other evidence and accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Agreement.

15. Retention of Records. LSHV agrees to retain all books, records and other documents relevant to this Agreement for six (6) years after the final payment or termination of this Agreement, whichever later occurs.

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

17. Indemnification. LSHV agrees to defend, indemnify and hold harmless the City, including its officials, employees and agents, against all claims, losses, damages, liabilities, costs or expenses (including, without limitation, reasonable attorney fees and costs of litigation and/or settlement), whether incurred as a result of a claim by a third party or any other person or entity, arising out of the services performed and/or goods supplied pursuant to this Agreement which the City or its officials, employees or agents, may suffer by reason of any negligence, fault, act or omission of LSHV, its employees, representatives, subcontractors, assignees, or agents. In the event that any claim is made or any action is brought against the City in this case, the City shall have the right to withhold further payments hereunder for the purpose of set-off of sufficient sums to cover the said claim or action. The rights and remedies of the City provided for in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or this Agreement.

18. Confidential Information. In the course of providing the services hereunder, LSHV may acquire knowledge or come into possession of confidential, sensitive or proprietary information belonging to City. LSHV agrees that it will keep and maintain such information securely and confidentially, and not disclose such information to any third parties, including the media, nor use such information in any manner publically or privately, without receiving the prior approval, in writing, of the City authorizing such use. LSHV's obligations under this clause to maintain the confidentiality of such information and to refrain from using such

information in any manner without the prior written approval of the City shall survive the termination or expiration of this Agreement.

19. Termination. The City may, by written notice to LSHV effective upon mailing, terminate this Agreement in whole or in part at any time (i) for City's convenience, (ii) upon the failure of LSHV to comply with any of the terms or conditions of this agreement, or (iii) upon the LSHV becoming insolvent or bankrupt. Upon termination of this Agreement, the LSHV shall comply with any and all City closeout procedures, including, but not limited to accounting for and refunding to the City within thirty (30) days, any unexpended funds which have been paid to LSHV pursuant to this Agreement. Notwithstanding any other provision of this Agreement, LSHV shall not be relieved of liability to the City for damages sustained by the City by virtue of LSHV's breach of the Agreement or failure to perform in accordance with applicable standards, and the City may withhold payments to LSHV for the purposes of set-off until such time as the exact amount of damages due to the City from LSHV is determined. The rights and remedies of the City provided herein shall not be exclusive and are in addition to any other rights and remedies provided by law or this Agreement.

20. General Release. The acceptance by LSHV or its assignees of the final payment under this Agreement, whether by Claimant's Certification form, judgment of any court of competent jurisdiction, or administrative means shall constitute and operate as a general release to the City from any and all claims of LSHV arising out of the performance of this Agreement.

21. Set-Off Rights. The City shall have and retain all of its common law, equitable and statutory rights of set-off.

22. No Arbitration. Any and all disputes involving this Agreement, including the breach or alleged breach thereof, may not be submitted to arbitration unless specifically agreed thereto in writing by the City Manager of the City, but must instead only be heard in the Supreme Court of the State of New York, with venue in Orange County or if appropriate, in the Federal District Court with venue in the Southern District of New York, White Plains division.

23. Governing Law. This Agreement shall be governed by the laws of the State of New York. LSHV shall render all services under this Agreement in accordance with applicable provisions of all federal, state and local laws, rules and regulations as are in effect at the time such services are rendered.

24. Current or Former City Employees. LSHV represents and warrants that it shall not retain the services of any City employee or former City employee in connection with this Agreement or any other agreement that said LSHV has or may have with the City without the express written permission of the City. This limitation period covers the preceding three (3) years or longer if the City employee or former City employee has or may have an actual or perceived conflict of interests due to their position with the City. For a breach or violation of such representations or warranties, the City shall have the right to annul this Agreement without liability, entitling the City to recover all monies paid hereunder and LSHV shall not make claim for or be entitled to recover, any sum or sums otherwise due under this Agreement. This remedy, if effected, shall not constitute the sole remedy afforded the City for such falsity or breach, nor shall it

constitute a waiver of the City's right to claim damages or otherwise refuse payment or to take any other action provided for by law or pursuant to this Agreement.

25. No Modification. No changes, amendments or modifications of any of the terms and/or conditions of this Agreement shall be valid unless reduced to writing and signed by the party to be bound.

26. Entire Agreement. The rights and obligations of the parties and their respective agents, successors and assignees shall be subject to and governed by this Agreement, including Schedule A, which supersede any other understandings or writings between or among the parties.

THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK.
[Schedule A to follow.]

SCHEDULE A – Services Schedule
(All dates are Mondays)

1. April 13, 2020 from 2 p.m. to 6 p.m.
   Location: Community Voices Heard, 377 Broadway

2. April 20, 2020 from 9:30 a.m. to 1:30 p.m.
   Location: Newburgh Ministry, 9 Johnston Street

3. May 4, 2020 from 9:30 a.m. to 1:30 p.m.
   Location: Newburgh Ministry, 9 Johnston Street

4. May 18, 2020 from 2 p.m. to 6 p.m.
   Location: Community Voices Heard, 377 Broadway

5. June 1, 2020 from 9:30 a.m. to 1:30 p.m.
   Location: Newburgh Ministry, 9 Johnston Street

6. June 8, 2020 from 5:00 p.m. to 9:00 p.m.
   Location: Newburgh Free Library, 124 Grand Street

7. June 15, 2020 from 2 p.m. to 6 p.m.
   Location: Community Voices Heard, 377 Broadway

8. July 6, 2020 from 9:30 a.m. to 1:30 p.m.
   Location: Newburgh Ministry, 9 Johnston Street

9. July 13, 2020 from 5:00 p.m. to 9:00 p.m.
   Location: Newburgh Free Library, 124 Grand Street

10. August 10, 2020 from 5:00 p.m. to 9:00 p.m.
    Location: Newburgh Free Library, 124 Grand Street

11. September 14, 2020 from 2 p.m. to 6 p.m.
    Location: Community Voices Heard, 377 Broadway

12. September 21, 2020 from 5:00 p.m. to 9:00 p.m.
    Location: Newburgh Free Library, 124 Grand Street

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

DATED: _____, 2020 CITY OF NEWBURGH

By: _____
Name: Joseph P. Donat
Title: City Manager
Per Resolution No.: 75-2020

DATED: _____, 2020 LEGAL SERVICES OF THE HUDSON VALLEY

By: _____
Name: Rachel Simons, Esq.
Title: Attorney-in-Charge

RESOLUTION NO.: 274 - 2020

OF

NOVEMBER 9, 2020

A RESOLUTION TO APPOINT COMMISSIONERS OF DEEDS FOR JANUARY 1, 2021 THROUGH DECEMBER 31, 2022

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Newburgh, New York, that the following persons be appointed as Commissioners of Deeds for the period beginning January 1, 2021 and expiring December 31, 2022, pursuant to the City Charter of the City of Newburgh §C6.95, and the Executive Law of the State of New York, §139:

Theresa Cramer (Board of Ed.)
10 Hob Street
Newburgh, NY 12550

Michael McLymore, Sr. (Board of Ed)
1573 Rt. 300
Newburgh, NY 12550

Vickiana Demora
48 Larter Avenue
Newburgh, NY 125550

Eliana Diaz
1 Chadwick Gardens, #13
Newburgh, NY 12550

Omar Balbuena-Palma
41 Hawthorne Ave., #R1
Newburgh, NY 12550

Susan Kaplan (Board of Ed.)
7 Salisbury Lane
Warwick, NY 10990

Katrina Cotten
25 Clark Street
Newburgh, NY 12550

Lorene Vitek
8 Continental Drive
New Windsor, NY 12553

Autumn Resto
45 Fleetwood Drive
Newburgh, NY 12550

LOCAL LAW NO.: 3 - 2020

OF

NOVEMBER 9, 2020

A LOCAL LAW AUTHORIZING A PROPERTY TAX LEVY IN EXCESS OF THE LIMIT ESTABLISHED IN GENERAL MUNICIPAL LAW SECTION 3-c

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

SECTION 1. LEGISLATIVE INTENT

It is the intent of this local law to allow the City of Newburgh to adopt a budget for the fiscal year commencing January 1, 2021 that requires a real property tax levy in excess of the "tax levy limit" as defined by General Municipal Law Section 3-c.

SECTION 2. AUTHORITY

This local law is adopted pursuant to subdivision 5 of General Municipal Law Section 3-c, which expressly authorizes a local government's governing body to override the property tax cap for the coming fiscal year by the adoption of a local law approved by a vote of sixty percent (60%) of said governing body.

SECTION 3. TAX LEVY LIMIT OVERRIDE

The City Council of the City of Newburgh, County of Orange, is hereby authorized to adopt a budget for the fiscal year commencing January 1, 2021 that requires a real property tax levy in excess of the amount otherwise prescribed in General Municipal Law Section 3-c.

SECTION 4. SEVERABILITY

If a court determines that any clause, sentence, paragraph, subdivision, or part of this local law or the application thereof to any person, firm or corporation, or circumstance is invalid or unconstitutional, the court's order or judgment shall not affect, impair, or invalidate the remainder of this local law, but shall be confined in its operation to the clause, sentence, paragraph, subdivision, or part of this local law or in its application to the person, individual, firm or corporation or circumstance, directly involved in the controversy in which such judgment or order shall be rendered.

SECTION 5. EFFECTIVE DATE

This local law shall take effect immediately upon filing with the Secretary of State.

LOCAL LAW NO.: ____4____ - 2020

OF

NOVEMBER 9, 2020

A LOCAL LAW AMENDING CHAPTER 93 ENTITLED "REPURCHASE OF IN REM PROPERTIES" OF THE CODE OF ORDINANCES OF THE CITY OF NEWBURGH TO REMOVE THE REQUIREMENT FOR ANNUAL AUTHORIZATION

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

SECTION 1. Title

This Local Law shall be referred to as "A Local Law amending Chapter 93 entitled 'Repurchase of In Rem Properties' of the Code of Ordinances of the City of Newburgh to remove the requirement for annual authorization".

SECTION 2. Amendment

Chapter 93 of the City Code of Ordinances is hereby amended as follows:

~~§ 93-3. Annual Authorization by Resolution.~~

~~Annually, as soon after the last day set for redemption in the City of Newburgh's proceeding for the foreclosure of taxes in rem, pursuant to Article 11, Title 3, of the Real Property Tax Law of the State of New York, as may be practicable, the Council shall consider a resolution to authorize the repurchase process established by this chapter to commence. Said resolution shall be adopted upon a majority vote of the total membership of the Council. If said resolution is not enacted, the repurchase procedure set forth herein shall not be in effect.~~

§ 93-10. Exceptions.

A. The provisions herein authorizing the repurchase of in rem properties shall not apply to any in rem property which the Council determines, in its sole discretion, should be retained for public purposes. Excepted properties may also include properties <u>that are</u> ~~having~~ vacant, board<u>ed</u> up<u>,</u> <u>or</u> buildings ~~or vacant buildings~~ that <u>are required to</u> ~~would~~ be boarded up pursuant to law ~~thereon~~. The Council shall <u>approve a</u> ~~state in the~~ resolution <u>with</u> ~~provided for in §93-3,~~ a list of all properties to be retained by the City.

<u>Underlining</u> denotes additions
~~Strikethrough~~ denote deletions

B. The provisions herein authorizing the repurchase of in rem properties shall not apply to any in rem property on which an answer was filed in the in rem proceeding.

SECTION 3. Severability.

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

SECTION 4. Codification.

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

SECTION 5. Validity.

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

SECTION 6. Effective Date.

This Local Law shall take effect immediately when it is filed in the Office of the New York State Secretary of State in accordance with Section 27 of the Municipal Home Rule Law.

RESOLUTION NO.: 275 - 2020

OF

NOVEMBER 9, 2020

A RESOLUTION APPOINTING GREGORY NATO TO FILL A VACANCY ON THE BOARD OF DIRECTORS OF THE CITY OF NEWBURGH INDUSTRIAL DEVELOPMENT AGENCY

WHEREAS, the City of Newburgh Industrial Development Agency has notified the City Council of a vacancy on its Board of Directors and has recommended Gregory Nato to fill the vacancy; and

WHEREAS, the City Council has determined that appointing Gregory Nato to the Board of Directors of the City of Newburgh Industrial Development Agency 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 Gregory Nato be and is hereby appointed as members of the Board of Directors of the City of Newburgh Industrial Development Agency; and

BE IT FURTHER RESOLVED, that this resolution shall take effect immediately.

RESOLUTION NO.: 276 - 2020

OF

NOVEMBER 9, 2020

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A PAYMENT OF CLAIM WITH ANTHONY RUMPH IN THE AMOUNT OF $13,353.51

WHEREAS, Anthony Rumph brought a claim against the City of Newburgh; and

WHEREAS, the parties have reached an agreement for the payment of the claim in the amount of Thirteen Thousand Three Hundred Fifty-Three and 51/100 Dollars ($13,353.51) in exchange for a release to resolve all claims among them; and

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

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the City Manager is hereby authorized to settle the claim of Anthony Rumph in the total amount of Thirteen Thousand Three Hundred Fifty-Three and 51/100 Dollars ($13,353.51) and that the City Manager be and he hereby is authorized to execute documents as the Corporation Counsel may require to effectuate the settlement as herein described.

RESOLUTION NO.: __277__ - 2020

OF

NOVEMBER 9, 2020

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A PAYMENT OF CLAIM WITH ERNIE PROSPERE IN THE AMOUNT OF $5,000.00

WHEREAS, Ernie Prospere brought a claim against the City of Newburgh; and

WHEREAS, parties and the City have reached an agreement for the payment of the claim in the amount of Five Thousand and 00/100 Dollars ($5,000.00) in exchange for a release to resolve all claims among them; and

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

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the City Manager is hereby authorized to settle the claim of Ernie Prospere in the amount of Five Thousand and 00/100 Dollars ($5,000.00) and that the City Manager be and he hereby is authorized to execute documents as the Corporation Counsel may require to effectuate the settlement as herein described.

RESOLUTION NO.: __278__ - 2020

OF

NOVEMBER 9, 2020

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A PAYMENT OF CLAIM WITH LESTER AND GAIL NICHOLS IN THE AMOUNT OF $3,330.52

WHEREAS, Lester and Gail Nichols brought a claim against the City of Newburgh; and

WHEREAS, the parties have reached an agreement for the payment of the claim in the amount of Three Thousand Three Hundred Thirty and 52/100 Dollars ($3,330.52) in exchange for a release to resolve all claims among them; and

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

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the City Manager is hereby authorized to settle the claim of Lester and Gail Nichols in the total amount of Three Thousand Three Hundred Thirty and 52/100 Dollars ($3,330.52) and that the City Manager be and he hereby is authorized to execute documents as the Corporation Counsel may require to effectuate the settlement as herein described.

RESOLUTION NO.: 279 - 2020

OF

NOVEMBER 9, 2020

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A PAYMENT OF CLAIM WITH TYSHELLE HAUGHTON IN THE AMOUNT OF $38,774.37

WHEREAS, Tyshelle Haughton brought a claim against the City of Newburgh; and

WHEREAS, the parties have reached an agreement for the payment of the claim in the amount of Thirty-Eight Thousand Seven Hundred Seventy-Four and 37/100 Dollars ($38,774.37) in exchange for a release to resolve all claims among them; and

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

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the City Manager is hereby authorized to settle the claim of Tyshelle Haughton in the total amount of Thirty-Eight Thousand Seven Hundred Seventy-Four and 37/100 Dollars ($38,774.37) and that the City Manager be and he hereby is authorized to execute documents as the Corporation Counsel may require to effectuate the settlement as herein described.