



City of Newburgh Council Work Session
*Sesion de trabajo del Concejal de la
Ciudad de Newburgh*

June 9, 2022
6:00 PM

Council Meeting Presentations

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

There will be a public hearing on Monday, June 13, 2022, to receive public comment on the City of Newburgh Community Development Block Grant (CDBG) FY2023 Annual Action Plan

Habr  una audiencia p blica el lunes 13 de junio de 2022 para recibir comentarios sobre el Plan de Acci n Anual FY2023 de la Subvenci n de los Bloques de Desarrollo Comunitario (CDBG) de la Ciudad de Newburgh

2. PKF O'Connor Davies, LLP - 2021 Audit Presentation

PKF O'Connor Davies, LLP - Presentaci n de la auditor a 2021

Work Session Presentations

3. Clark Patterson Lee Update on Delano-Hitch Recreation Park Pool

Actualizaci n de Clark Patterson Lee sobre la piscina del Parque Recreativo Delano-Hitch

4. 842 Broadway Presentation

Presentaci n de 842 Broadway

Engineering/Ingenier a

5. Application to 2022 CFA for an EPG Grant through NYSEFC

Resolution of the City Council authorizing the submission of a New York State Consolidated Funding Application and to accept if awarded a grant from the New York State Environmental Facilities Corporation Wastewater Infrastructure Engineering Planning Grant Program not to exceed \$100,000.00 with a 20% match for an engineering study to support a future Long Term Control Plan project along Liberty Street between Renwick and Ann Street

Resoluci n del Concejo Municipal que autoriza la presentaci n de una Solicitud de Financiamiento Consolidado del Estado de Nueva York y aceptar si se le otorga una subvenci n del Programa de Subvenciones de Planificaci n de Ingenier a de Infraestructura de Aguas Residuales de la

Corporación de Instalaciones Ambientales del Estado de Nueva York que no exceda los \$100,000.00 con un 20% de los fondos igualados para realizar un estudio de ingeniería que apoye un futuro proyecto de Plan de Control a Largo Plazo a lo largo de la calle Liberty entre Renwick y la calle Ann

6. Appropriation from Water Fund Balance for Purchase of Hydro-Excavation Truck

Resolution amending Resolution No: 283-2021, the 2022 Budget for the City of Newburgh, New York to transfer \$582,526.00 from Water Fund Balance to Water Fund Distribution – Motor Equipment to purchase a Vac-Con Hydro-Excavator

Resolución que enmienda la Resolución n°: 283-2021, el Presupuesto 2022 de la Ciudad de Newburgh, Nueva York, para transferir \$582,526.00 del Saldo del Fondo del Agua a la Distribución del Fondo del Agua - Equipo Motorizado para comprar un Vac-Con Hidroexcavadora

Information Technology (IT) Department

7. ID Card System

Resolution authorizing the City Manager to execute an agreement with Linstar, Inc. for identification card equipment at a cost of \$8,603.41

Resolución que autoriza al Gerente de la Ciudad a ejecutar un acuerdo con Linstar, Inc. para el equipamiento de tarjetas de identificación por un monto de \$8,603.41

Planning and Economic Development/Planificación y Desarrollo Económico

8. 247 First Street - Release of Restrictive Covenants

Resolution authorizing the execution of a releases of restrictive covenants and right of re-entry from a deed issued to Julius J. Carrington to the premises known as 247 First Street (Section 29, Block 3, Lot 8)

Resolución que autoriza la ejecución de una liberación de cláusulas restrictivas y derecho de reingreso de una escritura emitida a Julius J. Carrington a las instalaciones conocidas como 247 First Street (Sección 29, Bloque 3, Lote 8)

9. Purchase of 39 Lutheran Street

Resolution to authorizing the conveyance of real property known as 39 Lutheran Street (Section 29, Block 3, Lot 13) at private sale to Garfield A. Bruff d/b/a Boss Building Company for the amount of \$18,500.00

Resolución que autoriza la transmisión de la propiedad inmobiliaria conocida como 39 Lutheran Street (Sección 29, Bloque 3, Lote 13) en

venta privada a Garfield A. Bruff d/b/a Boss Building Company por el monto de \$18,500.00

10. 123 Renwick Street - Site Development Agreement

Resolution authorizing the City Manager to execute a Site Development Agreement with Dubois Street Associates LLC for the transfer and redevelopment of property located at 123 Renwick Street (Section 45, Block 12, Lot 13.1)

Resolución que autoriza al Gerente de la Ciudad a ejecutar un acuerdo de desarrollo de área con Dubois Street Associates LLC para la transferencia y nuevo desarrollo de la propiedad ubicada en 123 Renwick Street (Sección 45, Bloque 12, Lote 13.1)

Grants/Contracts/Agreements / Becas /Contratos/Convenios

11. 2022 Bullet Proof Vest Partnership

Resolution authorizing the City Manager to apply for and accept if awarded a grant from the United States Department of Justice Bureau of Justice Assistance under the 2022 Bulletproof Vest Partnership in the amount of \$10,800.00 with a fifty percent match to be paid out of police funds

Resolución que autoriza al Gerente de la Ciudad a solicitar y aceptar si es otorgado un subsidio de la Oficina de Asistencia Judicial del Departamento de Justicia de los Estados Unidos bajo la Asociación de Chalecos Antibalas 2022 por el monto de \$10,800.00 con una igualación del cincuenta por ciento que se pagará fuera de los fondos de la policía

12. 2022-2023 Gun Involved Violence Elimination(GIVE) Initiative

Resolution authorizing the City Manager to apply for and accept if awarded a grant from the New York State Department of Criminal Justice Services under the Gun Involved Violence Elimination ("GIVE") Partnership to enhance law enforcement in the City of Newburgh to achieve sustained, long-term crime reduction in the amount of \$364,284.00 with no City match for the period July 1, 2022 to June 30, 2023

Resolución que autoriza al Gerente de la Ciudad a solicitar y aceptar si es otorgado un subvención del Departamento de Servicios de Justicia Criminal del Estado de Nueva York bajo la Asociación de Eliminación de Violencia Involucrada con Armas de Fuego (GIVE) para mejorar el cumplimiento de la ley en la Ciudad de Newburgh para lograr, a largo plazo, la reducción de la delincuencia por el monto de \$364,284.00 el cual no requiere que la Ciudad iguale los fondos durante el periodo del 1 de julio de 2022 al 30 de junio de 2023

Police Department

13. Collaborative Agreement for use of AED's

Resolution authorizing the City of Newburgh Police Department to enter into a collaborative agreement with Hudson Valley Regional Emergency Medical Services Council, Inc. for automated external defibrillator (AED) use and operation

Resolución que autoriza al Departamento de Policía de la Ciudad de Newburgh a entrar en un acuerdo de colaboración con Hudson Valley Regional Emergency Medical Services Council, Inc. para el uso y operación de desfibriladores externos automatizados (AED)

Employment and Human Resource Issues

14. Amendment of 2022 Personnel Book for Codes

Resolution amending the 2022 Personnel Analysis Book to add one Account Clerk position on a temporary basis in the Code Compliance Bureau

Resolución que enmienda el Libro de Análisis del Personal 2022 para añadir un puesto de Empleado de Cuentas de forma temporal en el Buró de Cumplimiento del Código

Resolutions of Support/ Resoluciones de Apoyo

15. Rename The Gidney Avenue Park to The Clyde 'Bubby' Sims Park

Resolution of the City Council of the City of Newburgh re-naming the Gidney Avenue Park as the Clyde 'Bubby' Sims Park

Resolución del Concejo Municipal de la Ciudad de Newburgh renombrando el Parque de la Avenida Gidney como el Parque Clyde 'Bubby' Sims

16. Event sponsorship - 2022 Marcs Friends Support Groups presents 2 laps around the park against Gun violence and bullying

Resolution to sponsor the 2022 Marcs Friends Support Groups presents 2 laps around the park against gun violence and bullying: A community violence intervention initiative

Resolución para patrocinar Marcs Friends Support Groups 2022 presenta 2 vueltas alrededor del parque contra la violencia armada y el acoso escolar: Una iniciativa de intervención contra la violencia en la comunidad

Boards and Commissions/Juntas y Comisiones

17. Board and Commission Appointments

Conservation Advisory Council

Consejo Consultivo de Conservación

Local Laws/Leys Locales

18. Local Law authorizing Videoconferencing for City of Newburgh Public Bodies

Resolution scheduling a public hearing for July 11, 2022 to hear public comment concerning a Local Law adding Section 20-1.2 entitled "Videoconferencing" to Chapter 20 of the Code of Ordinances of the City of Newburgh

Resolución programando una audiencia pública para el 11 de julio de 2022 para escuchar comentarios públicos sobre una ley local que añade la sección 20-1.2 titulada "Videoconferencia" al capítulo 20 del Código de Ordenanzas de la Ciudad de Newburgh

Executive Session/ Sesión Ejecutiva

19. Proposed, pending or current litigation

Litigio propuesto, pendiente o actual

20. The medical, financial, credit or employment history of a particular person or corporation, or matters leading to the appointment, employment, promotion, demotion, discipline, suspension, dismissal or removal of a particular person or corporation

El historial médico, financiero, crediticio o laboral de una persona o corporación en particular, o asuntos que conduzcan al nombramiento, empleo, promoción, degradación, disciplina, suspensión, despido o remoción de una persona o corporación en particular

RESOLUTION NO.: 128 - 2022

OF

MAY 23, 2022

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

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

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

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

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

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

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

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

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

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

I, Lorena Vitok, City Clerk of the City of Newburgh,
hereby certify that I have compared the foregoing with the
original resolution adopted by the Council of the City of
Newburgh at a regular meeting held May 23, 2022
and that it is a true and correct copy of such original.

Witness my hand and seal of the City of
Newburgh this 24 day of May, 2022

Lorena Vitok
City Clerk

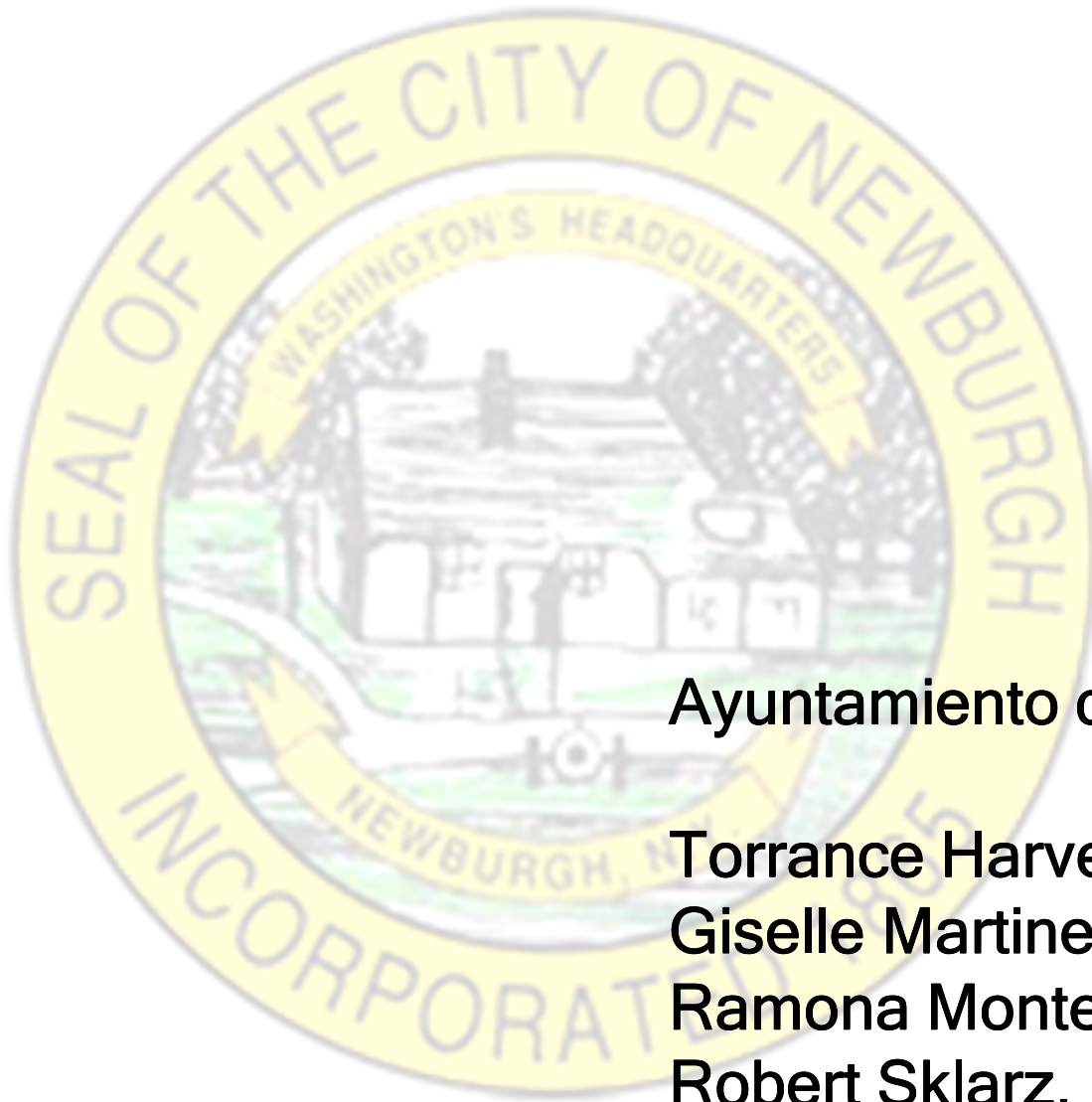


Subvención de Desarrollo de los Bloques Comunitarios(“CDBG”) Plan de Acción Anual del Año Fiscal 2023

**Departamento de Planificación y
Desarrollo
junio, 2022**



EQUAL HOUSING
OPPORTUNITY



Ayuntamiento de la Ciudad de Newburgh:

Torrance Harvey, Alcalde

Giselle Martinez, Distrito Electoral 1

Ramona Monteverde, Distrito Electoral 2

Robert Sklarz, Distrito Electoral 3

Patty Sofokles, Distrito Electoral 4

Anthony Grice, En-General

Omari Shakur, En-General



Metas del Desarrollo Comunitario de la Ciudad de Newburgh - Actualización

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

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



“CDBG” – Introducción Breve



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



Proyectos/Financiación Propuestos CDBG AF2023

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

Financiación de Contingencias

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

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

Financiación de Contingencias

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

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

Proyecto: Vivienda

Actividades Propuestas:

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



Actividad de Vivienda Propuesta: Programa de Propiedad In Rem

Presupuesto: \$175,167.00

Descripción:

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



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

Presupuesto: \$25,000.00

Descripción :



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

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

Actividad de Mejoras de Infraestructura

Propuesta: Mejoras en Rampas y Aceras

Presupuesto: \$300,000.00

Descripción:

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



Actividad de Mejoras de Infraestructura

Propuesta: Mejoras en las Instalaciones Públicas

Presupuesto: \$100,000.00

Descripción:

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



Actividad de Desarrollo Económico Propuesta:

Asistencia a Negocios

Presupuesto: \$20,000.00

Descripción:

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

Actividad de Calidad de Vida Propuesta:

Servicios para Vecindario

Presupuesto: \$15,000.00

Descripción (Servicios Anticipados):

- Festival de Cine de Verano2023
- Noche Nacional

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



Actividad de Calidad de Vida Propuesta:

Servicios para Vecindario

Presupuesto: \$15,000.00

Descripción (Servicios Anticipados):

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

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



Actividad de Calidad de Vida Propuesta :

Servicios para Vecindario

Presupuesto: \$25,000.00

Descripción (Servicios Anticipados):

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

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



Actividad Propuesta: Administración

Presupuesto: \$175,169.00

Descripción:

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



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



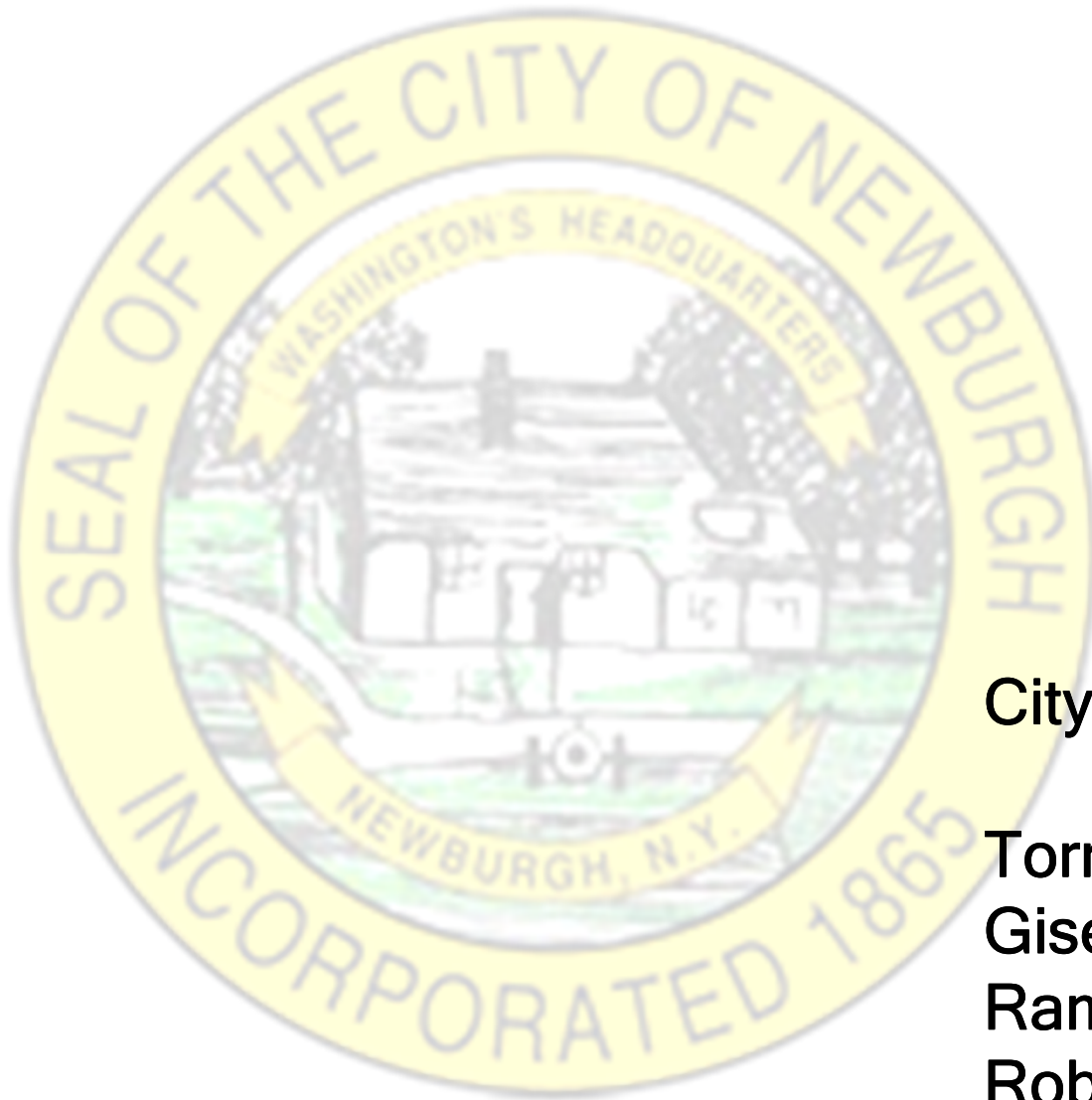
CRONOGRAMA DE PROYECTOS DE SUBVENCIÓN DEL BLOQUE PARA EL DESARROLLO COMUNITARIO (CDBG) DEL AÑO FISCAL 2023



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

Department of Planning &
Development
June, 2022





City of Newburgh City Council:

Torrance Harvey, Mayor

Giselle Martinez, Ward 1

Ramona Monteverde, Ward 2

Robert Sklarz, Ward 3

Patty Sofokles, Ward 4

Anthony Grice, At-Large

Omari Shakur, At-Large



City of Newburgh Community Development Goals - Refresher

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

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



“CDBG” - Brief Primer



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



Proposed FY2023 CDBG Projects/Funding

	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.	\$175,167.00
	Housing	Housing	Homeowner Assistance Repair Program Managed by City of Newburgh Subrecipient.	\$25,000.00
	Infrastructure Improvements	Infrastructure Improvements	To continue funding Curb Ramp & Sidewalk Improvements project.	\$300,000.00
	Infrastructure Improvements	Public Facility Improvements	Public Accessibility Improvements to City of Newburgh Buildings, Parks, Other Public Spaces.	\$100,000.00
	Economic Development	Economic Development	Economic Development Activities	\$20,000.00
	Quality of Life Improvements	Neighborhood Services	Public Service Activity, Subject to 15% Annual Allocation Cap. Examples of Activities: Summer Film Festival (Activities Subject to City of Newburgh operational approval).	\$15,000.00
		Neighborhood Services	Public Service Activity, Subject to 15% Annual Allocation Cap. Examples of Activities: City of Newburgh Community Outreach Activities (Activities Subject to City of Newburgh operational approval).	\$15,000.00
		Neighborhood Services	Public Service Activity, Subject to 15% Annual Allocation Cap. Examples of Activities: Workforce On-the-Job-Training (Activities Subject to City of Newburgh operational approval).	\$25,000.00
	Administration	Administration	Administration Subject to 20% Annual Allocation Cap. Activities include: Program Administration, Staff Salary and Benefits, language translation services, program operating costs (including mailings), program trainings/conference.	\$175,169.00
Proposed Total FY2023 Allocation				\$850,336.00



Contingency Funding

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

	Priority Need Addressed	Project Name	Proposed Activities (Examples)	Project Funding	% 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.	\$175,167.00	No Change
	Housing	Housing	Homeowner Assistance Repair Program Managed by City of Newburgh Subrecipient.	\$25,000.00	30%
	Infrastructure Improvements	Infrastructure Improvements	To continue funding Curb Ramp & Sidewalk Improvements project.	\$300,000.00	30%
	Infrastructure Improvements	Public Facility Improvements	Public Accessibility Improvements to City of Newburgh Buildings, Parks, Other Public Spaces.	\$100,000.00	20%
	Economic Development	Economic Development	Economic Development Activities	\$20,000.00	No Change
	Quality of Life Improvements	Neighborhood Services	Public Service Activity, Subject to 15% Annual Allocation Cap. Examples of Activities: Summer Film Festival (Activities Subject to City of Newburgh operational approval).	\$15,000.00	5%
		Neighborhood Services	Public Service Activity, Subject to 15% Annual Allocation Cap. Examples of Activities: City of Newburgh Community Outreach Activities (Activities Subject to City of Newburgh operational approval).	\$15,000.00	5%
		Neighborhood Services	Public Service Activity, Subject to 15% Annual Allocation Cap. Examples of Activities: Workforce On-the-Job-Training (Activities Subject to City of Newburgh operational approval).	\$25,000.00	10%
	Administration	Administration	Administration Subject to 20% Annual Allocation Cap. Activities include: Program Administration, Staff Salary and Benefits, language translation services, program operating costs (including mailings), program trainings/conference.	\$175,169.00	No Change
	Proposed Total FY2023 Allocation			\$850,336.00	



Contingency Funding

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

	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.	\$175,167.00	10%
	Housing	Housing	Homeowner Assistance Repair Program Managed by City of Newburgh Subrecipient.	\$25,000.00	10%
	Infrastructure Improvements	Infrastructure Improvements	To continue funding Curb Ramp & Sidewalk Improvements project.	\$300,000.00	20%
	Infrastructure Improvements	Public Facility Improvements	Public Accessibility Improvements to City of Newburgh Buildings, Parks, Other Public Spaces.	\$100,000.00	10%
	Economic Development	Economic Development	Economic Development Activities	\$20,000.00	10%
	Quality of Life Improvements	Neighborhood Services	Public Service Activity, Subject to 15% Annual Allocation Cap. Examples of Activities: Summer Film Festival (Activities Subject to City of Newburgh operational approval).	\$15,000.00	10%
		Neighborhood Services	Public Service Activity, Subject to 15% Annual Allocation Cap. Examples of Activities: City of Newburgh Community Outreach Activities (Activities Subject to City of Newburgh operational approval).	\$15,000.00	10%
		Neighborhood Services	Public Service Activity, Subject to 15% Annual Allocation Cap. Examples of Activities: Workforce On-the-Job-Training (Activities Subject to City of Newburgh operational approval).	\$25,000.00	10%
	Administration	Administration	Administration Subject to 20% Annual Allocation Cap. Activities include: Program Administration, Staff Salary and Benefits, language translation services, program operating costs (including mailings), program trainings/conference.	\$175,169.00	10%
Proposed Total FY2023 Allocation				\$850,336.00	



Project: Housing

Proposed Activities:

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



Proposed Housing Activity: In Rem Property Program

Budget: \$175,167.00

Description:

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



Proposed Housing Activity: Home Repair Assistance Program

Budget: \$25,000.00

Description:



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

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



Proposed Infrastructure Improvements Activity: Curb Ramp and Sidewalk Upgrades

Budget: \$300,000.00

Description:

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



Proposed Infrastructure Improvements

Activity: Public Facility Improvements

Budget: \$100,000.00

Description:

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



Proposed Economic Development Activity:

Business Assistance

Budget: \$20,000.00

Description:

- Funding for business assistance, such as business signage.



Proposed Quality of Life Activity: Neighborhood Services

Budget: \$15,000.00

Description (Anticipated Services):

- 2023 Summer Film Festival
- National Night Out

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



Proposed Quality of Life Activity: Neighborhood Services

Budget: \$15,000.00

Description (Anticipated Services):

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

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



Proposed Quality of Life Activity: Neighborhood Services

Budget: \$25,000.00

Description (Anticipated Services):

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

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



Proposed Activity: Administration

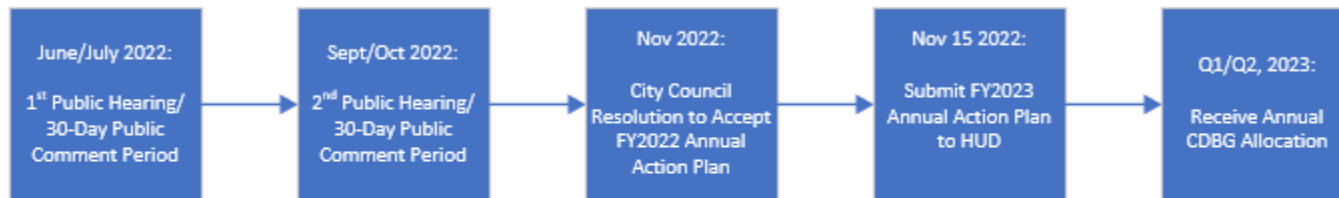
Budget: \$175,169.00

Description:

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



FY2023 CDBG AAP Timeline



FY 2023 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROJECTS TIMELINE

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

	Priority Need Addressed	Project Name	Proposed Activities (Examples)	Project Funding	% Project increase, if HUD allocation greater than proposed (approx.)	% 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.	\$175,167.00	No Change	10%
	Housing	Housing	Homeowner Assistance Repair Program Managed by City of Newburgh Subrecipient.	\$25,000.00	30%	10%
	Infrastructure Improvements	Infrastructure Improvements	To continue funding Curb Ramp & Sidewalk Improvements project.	\$300,000.00	30%	20%
	Infrastructure Improvements	Public Facility Improvements	Public Accessibility Improvements to City of Newburgh Buildings, Parks, Other Public Spaces.	\$100,000.00	20%	10%
	Economic Development	Economic Development	Economic Development Activities	\$20,000.00	No Change	10%
	Quality of Life Improvements	Neighborhood Services	Public Service Activity, Subject to 15% Annual Allocation Cap. Examples of Activities: Summer Film Festival (Activities Subject to City of Newburgh operational approval).	\$15,000.00	5%	10%
		Neighborhood Services	Public Service Activity, Subject to 15% Annual Allocation Cap. Examples of Activities: City of Newburgh Community Outreach Activities (Activities Subject to City of Newburgh operational approval).	\$15,000.00	5%	10%
		Neighborhood Services	Public Service Activity, Subject to 15% Annual Allocation Cap. Examples of Activities: Workforce On-the Job-Training (Activities Subject to City of Newburgh operational approval).	\$25,000.00	10%	10%
	Administration	Administration	Administration Subject to 20% Annual Allocation Cap. Activities include: Program Administration, Staff Salary and Benefits, language translation services, program operating costs (including mailings), program trainings/conference.	\$175,169.00	No Change	10%
Proposed Total FY2023 Allocation				\$850,336.00		

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

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

FY2023 Annual Action Plan
Community Development Block Grant (CDBG)

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

10%

10%

20%

10%

10%

10%

10%

10%

10%

RESOLUTION NO.: _____ - 2022

OF

JUNE 13, 2022

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

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

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

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

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

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

Funding Available: Up to \$3 million

Description

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

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

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

Eligible Applicants

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

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

Eligible Activities

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

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

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

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

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

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

Report Requirements

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

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

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

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

Projects Affecting Water Quality in Environmental Justice Areas

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

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

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

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

Ineligible Activities

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

Ineligible activities include planning activities for a capital project that:

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

Grant Awards

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

Local Match

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

Grant Payments

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

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

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

Long Range Program Goals

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

Project Evaluation Criteria

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

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

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

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

Category	Points	Evaluation Criteria
Performance Measures	36	Project would address: <ul style="list-style-type: none"> a pollutant of concern in a DEC-approved watershed implementation plan (i.e. TMDL, Nine Element Watershed Plan, or DEC HABs Action Plan), CSO Long Term Control Plan or SSO plan; or the discharge of a pollutant causing the impairment to a waterbody listed in the WI/PWL segment assessment as “precluded” or “impaired”; or the upgrade of municipal systems to meet new wastewater treatment effluent disinfection requirements.
	20	Project would address the discharge of a pollutant causing the impairment of a waterbody listed in the WI/PWL segment assessment as “stressed” or “threatened”.
	10	Project would address a documented water quality impairment that is not listed in the WI/PWL segment assessment.
	5	Project is necessary to preserve or protect a surface waterbody; no impairment associated with wastewater discharges is listed in the WI/PWL segment assessment.
Strategies	22	Project is: <ul style="list-style-type: none"> required by a draft or final SPDES Permit or Order on Consent, including the preparation of a flow management plan; or is identified in a DEC-approved watershed implementation plan (i.e. TMDL, Nine Element Watershed Plan, or DEC HABs Action Plan).
	12	Project is for a new wastewater treatment and/or collection system to replace or upgrade an existing system but is not required by a draft or final SPDES Permit or Consent Order. This includes regionalization projects.
	6	Project is for a new wastewater treatment and/or collection system for a currently unsewered area.
Vision	7	Project is in a formally adopted plan ⁷ and the Applicant has demonstrated that the public and stakeholders who will be affected by, or who can advance the project, have been engaged in project planning and implementation.
	3	Project is in a formally adopted plan or the Applicant has demonstrated that the public and stakeholders who will be affected by, or who can advance the project, have been engaged in project planning and implementation.
	0	Project is not in a formally adopted plan and the Applicant has not demonstrated that the public and stakeholders who will be affected by, or who can advance the project, have been engaged in project planning and implementation.
Agency Priority	10	Project is: <ul style="list-style-type: none"> required by an executed EPA Administrative Order; Order on Consent; or required by a draft or final SPDES permit (e.g. disinfection, denitrification, etc.); or constructing a wastewater treatment and/or collection system for an area with failing onsite septic systems; or identified in a DEC-approved watershed implementation plan (i.e. TMDL, Nine Element Plan or DEC HABs Action Plan); or submitted by an applicant who qualifies as a hardship community in the 2022 CWSRF Intended Use Plan.
	5	Project is to upgrade or replace an existing wastewater system.
	0	Project does not align with EFC and DEC priorities (e.g., new sewers/extensions).
Environmental Justice	5	Project improves water quality in an Environmental Justice area or positively impacts drinking water quality serving an EJ community.
	0	Project does not improve water quality in an Environmental Justice area nor positively impact drinking water quality serving an EJ community.

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

Multiple Application Submissions

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

Successful Applicant Requirements (after Grant Award)

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

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

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

Definitions

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

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

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

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

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

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

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

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

Additional Resources

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

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

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

RESOLUTION NO.: _____ - 2022

OF

JUNE 13, 2022

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

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

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

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

RESOLUTION NO.: _____ - 2022

OF

JUNE 13, 2022

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

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

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

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

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

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

RESOLUTION NO.: _____-2022

OF

JUNE 13, 2022

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

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

WHEREAS, the title company for the prospective purchaser has requested a release of the restrictive covenants contained in said deed; and

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

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

**RELEASE OF COVENANTS AND
RIGHT OF RE-ENTRY**

KNOWN ALL PERSONS BY THESE PRESENTS, that the City of Newburgh, a municipal corporation organized and existing under the Laws of the State of New York, and having its principal office at City Hall, 83 Broadway, Newburgh, New York 12550, in consideration of TEN (\$10.00) DOLLARS lawful money of the United States and other good and valuable consideration, receipt of which is hereby acknowledged, does hereby release and forever quitclaim the premises described as 247 First Street, Section 29, Block 3, Lot 8 on the Official Tax Map of the City of Newburgh, from those restrictive covenants numbered 1, 2, 3, 4, and 5 in a deed dated December 3, 2002, from **THE CITY OF NEWBURGH** to **JULIUS J. CARRINGTON**, recorded in the Orange County Clerk's Office on March 28, 2003, in Liber 11004 of Deeds at Page 1353 and does further release said premises from the right of re-entry reserved in favor of the City of Newburgh as set forth in said deed.

Dated: _____, 2022

THE CITY OF NEWBURGH

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

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

On the ____ day of _____ in the year 2022, before me, the undersigned, a Notary Public in and for said State, personally appeared TODD VENNING, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted; executed the instrument.

RESOLUTION NO.: _____ - 2022

OF

JUNE 13, 2022

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

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

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

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

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

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

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

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

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

Terms and Conditions Sale

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

STANDARD TERMS:

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

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

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

ACKNOWLEDGED AND AGREED

Date: _____

Garfield A. Bruff

RESOLUTION NO.: _____ - 2022

OF

JUNE 13, 2022

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

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

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

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

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

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

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

SITE DEVELOPMENT AGREEMENT

BETWEEN

THE CITY OF NEWBURGH

AND

DUBOIS STREET ASSOCIATES LLC

DATED AS OF _____, 2022

Regarding:

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

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SITE DEVELOPMENT AGREEMENT

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

WITNESSETH:

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

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

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

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

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

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

ARTICLE 1 DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 2 DEVELOPER'S REPRESENTATIONS

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

- (a) Developer is a domestic limited liability company duly formed and in good standing under the laws of the State of New York; is duly qualified to transact business in the State of New York; and has the requisite corporate power and authority to enter into this Agreement and any other documents required by the Parties to effectuate this Agreement including. The execution, delivery and performance by Developer of such documents does not conflict with or result in a violation of Developer's organizing documents or any judgment, order or decree of any court or arbiter to which Developer is a party or by which it is bound. Such documents are valid and binding obligations of Developer, enforceable in accordance with their terms. There is no suit, action, proceeding or litigation pending or, to the best of Developer's knowledge, threatened, against or affecting the Developer by or before any court, arbitrator, administrative agency or other Governmental Authority which might have material effect on the validity of the transaction contemplated hereby or the ability of the Developer to perform its obligations under this Agreement.
- (b) Developer intends to proceed to seek the Approvals and Permits for the construction of the Project promptly following the execution of this Agreement.
- (c) Developer has the requisite financial capacity and technical expertise and is in all respects capable of constructing the Project prior to the Completion Deadline.
- (d) If Developer's financial capacity to complete the project relies, in whole or in part, on an Award from a Governmental Authority, Developer shall provide the name of the Award and the Governmental Authority charged with review and issuance of the Award contemporaneous with the signing of this Agreement. Developer represents to the best of its knowledge that it is qualified to apply for and receive said Award, and the Award may be used to fund the Project. Unless already awarded or received, Developer shall promptly apply for said Award(s) and provide the City with timely updates on application deadlines, expected Award determination dates, and actual Award funding dates.
- (e) The Project will be constructed to meet all requirements of Permits and Approvals and applicable requirements of any Governmental Authority having jurisdiction over the Developer, the Property, the Improvements or their use or operation.
- (f) All certificates or statements furnished to the City by or on behalf of the Developer in connection with the transaction contemplated hereby are true and complete.
- (g) Additional Developer representations unique to this Project are annexed hereto as "Schedule E" and are fully incorporated into this Agreement and made part hereof.

ARTICLE 3
CONVEYANCE OF PROPERTY AND ACCEPTABLE TITLE

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

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

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

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

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

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

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

ARTICLE 4 PURCHASE PRICE; ACCEPTABLE FUNDS

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

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

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

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

ARTICLE 5 CONDITIONS PRECEDENT

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

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

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

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

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

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

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

ARTICLE 6 COVENANTS

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

(a) Design and Approvals:

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

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

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

(b) Completion Deadline:

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

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

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

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

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

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

ARTICLE 7 OBJECTION TO TITLE, FAILURE TO PERFORM

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

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

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

ARTICLE 8 DESTRUCTION, DAMAGE OR CONDEMNATION

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

ARTICLE 9 SITE CONDITIONS; INVESTIGATIONS; APPROVALS

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

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

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

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

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

SECTION 9.05 Environmental and Soil Investigation and Testing.

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

ARTICLE 10
CLOSING OBLIGATIONS; APPORTIONMENTS

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

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

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

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

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

ARTICLE 11 DEFAULTS AND REMEDIES

SECTION 11.01 Remedies on Default.

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

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

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

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

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

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

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

ARTICLE 12 MISCELLANEOUS PROVISIONS

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

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

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

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

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

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

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

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

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

Developer as follows:

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

with a copy to:

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

Seller as follows:

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

With a copy to

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

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

SECTION 12.11 Project Mortgage. Not applicable.

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

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

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

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

Commented [KJ1]: Insert Date

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

Seller: City of Newburgh

Developer: Dubois Street Associates LLC

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

By: _____
John Waters, Managing Member

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

On the _____ day of _____ in the year 2022 before me, the undersigned, a Notary Public in and for said State, personally appeared TODD VENNING, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted; executed the instrument.

Notary Public

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

On the _____ day of _____ in the year 2022 before me, the undersigned, a Notary Public in and for said State, personally appeared JOHN WATERS, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in her capacity, and that by her signature on the instrument, the individual, or the person upon behalf of which the individual acted; executed the instrument.

Notary Public

SCHEDULE A
DESCRIPTION OF THE PROPERTY

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

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

DRAFT

SCHEDULE B
PERMITTED ENCUMBRANCES

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

SCHEDULE C
PROJECT AND DEVELOPMENT DEADLINES

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

SCHEDULE D
SAMPLE DEED WITH RIGHT OF REVERTER RESTRICTIONS

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

BETWEEN:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

IN PRESENCE OF: THE CITY OF NEWBURGH

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

DUBOIS STREET ASSOCIATES LLC

BY: _____
John Waters, Managing Member

RECORD & RETURN TO:

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

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

On the ____ day of _____ in the year 2022, before me, the undersigned, a Notary Public in and for said State, personally appeared TODD VENNING, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted; executed the instrument.

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

On the ____ day of _____ in the year 2022, before me, the undersigned, a Notary Public in and for said State, personally appeared JOHN WATERS, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted; executed the instrument.

SCHEDULE E
ADDITIONAL DEVELOPER REPRESENTATIONS

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

- c) Developer will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 75.
- d) Developer agrees to maintain hiring and contracting practices to the greatest extent feasible so that 30 percent of the total labor hours expended on the project are by Section 3 Workers, of which 5 percent are by Targeted Section 3 Workers as defined in 24 CFR part 75. As part of these practices, Developer agrees to provide priority consideration to eligible residents and businesses in accordance with 24 CFR Part 75, and eligible residents who reside within one (1) square mile of the Project Premises. If Developer is not able to meet this benchmark goal, it must provide a narrative of efforts taken and supporting documentation explaining why it was unable to meet that goal, despite greatest extent feasible efforts taken.
- e) Developer shall offer opportunities to Section 3 Workers to attend social and networking events related to the Project, opportunities to attend project management meetings, and opportunities to meet and interact with Developer's senior management team throughout the course of the Project. Said efforts shall be documented in accordance with this paragraph (9).
- f) Developer agrees to comply with all monitoring, reporting, recordkeeping, and other procedures specified by the City. Developer is responsible for providing Section 3 performance metrics and supporting documentation for all its subrecipients, contractors, and subcontractors, as applicable. At a minimum, Developer shall complete and submit to City a "New York State Homes and Community Renewal Section 3 Sub Reporting Form & Greatest Extent Feasible Efforts Checklist" within the first six (6) months of the Project start and every six (6) months thereafter until Project completion. Developer shall also submit a final report at the completion of the Project.
- g) Noncompliance with HUD's regulations in 24 CFR Part 75 may result in sanctions, penalties, and/or termination of this contract for default.

RESOLUTION NO.: _____ - 2022

OF

JUNE 13, 2022

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

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

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

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

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

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

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

RESOLUTION NO.: _____ - 2022

OF

JUNE 13, 2022

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

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

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

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

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

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

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

RESOLUTION NO.: _____ - 2022

OF

JUNE 13, 2022

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

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

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

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

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

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



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

COLLABORATIVE AGREEMENT

Public Access Defibrillation

As per New York State Department of Health requirements,

Agency Name: CITY OF NEWBURGH Police Department and
(Hereafter referred to as the Public Access Defibrillation Entity)

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

enter into this collaborative agreement in which;

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

Name of Authorized PAD Entity Representative

Title

Signature

Date

(If EHCP is a Hospital) Name of Authorized Representative

Title

Emergency Health Care Provider's Signature

Date



33 Airport Center Drive
Suite 204
New Windsor, NY 12553

Public Access Defibrillation QI Report

Name of PAD Provider Organization: _____

Date of Incident: _____

Time of Incident: _____:_____ am / pm

Patient's Age: _____

Patient's Sex: ☐ Male ☐ Female

CPR prior to Defibrillation: ☐ Attempted ☐ Not Attempted

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

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

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

Additional Comments: _____

Patient Outcome at Incident Site:

- | | |
|--|--|
| <input type="checkbox"/> Return of pulse and breathing | <input type="checkbox"/> No return of pulse or breathing |
| <input type="checkbox"/> Return of pulse and no breathing | <input type="checkbox"/> Became responsive |
| <input type="checkbox"/> Return of pulse, then loss of pulse | <input type="checkbox"/> Remained unresponsive |

Name of AED Operator: _____ Transporting Ambulance: _____

Name of Facility Patient Transported to: _____

Name of Emergency Health Care Provider: _____

Signature of Health Care Provider

Date of Report

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

e-Mail completed reports to:

qaqi@hvremSCO.org

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

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

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



CITY OF NEWBURGH, NEW YORK
POLICE DEPARTMENT
55 Broadway
NEWBURGH, NEW YORK 12550



TRAINING BULLETIN
Phillips HeartStart Automated External Defibrillators (AEDs)
May 31, 2022
Training Bulletin # 05-22

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

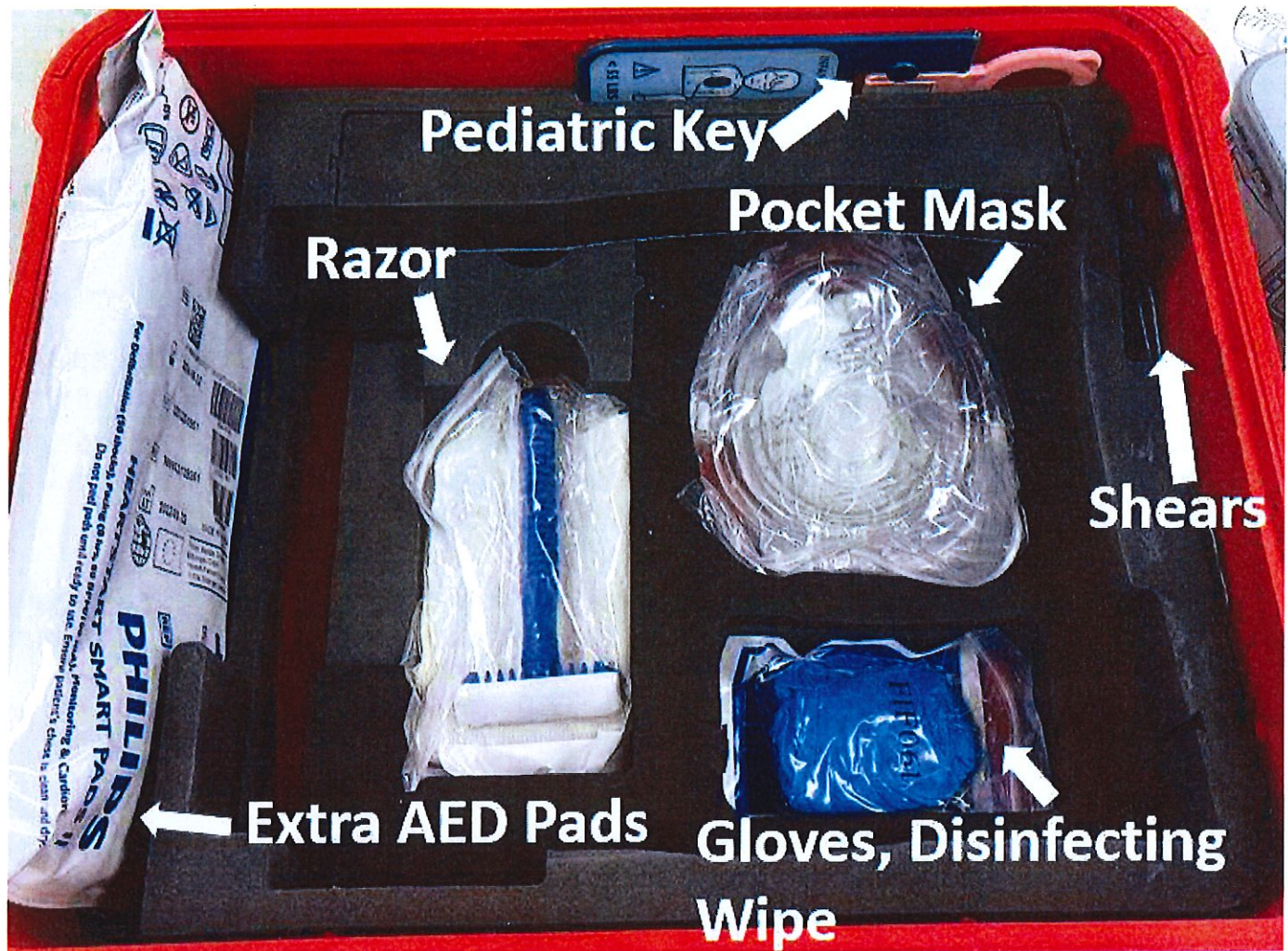
Officers **must** adhere to the guidelines taught in the aforementioned CPR class regarding basic life support protocol, as designated by the American Safety and Health Institute.

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

Phillips HeartStart FRx AED:



Under AED:



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

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

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

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

Notice of Intent to Provide Public Access Defibrillation

Original Notification ☒ Update ☐

Entity Providing PAD

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

Type of Entity (please check the appropriate boxes)

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

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

ASHI CPR & AED

Automated External Defibrillator

Manufacturer of AED Unit	PHILLIPS	Is the AED Pediatric Capable? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Number of Trained PAD Providers	52	Number of AEDs	5
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Emergency Health Care Provider

RAJAN GULATI	133483	(845 342 4224
Name of Emergency Health Care Provider (Hospital or Physician)	Physician NYS License Number	Telephone Number
111 MAITHESE DR		
Address		
CITY MIDDLETOWN State NY Zip 10940		(845 343.6116
		Fax Number

Name of Ambulance Service and 911 Dispatch Center

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

Authorization Names and Signatures

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

Section 3000. Declaration of policy and statement of purpose.

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

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

Section 3000-a. Emergency medical treatment.

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

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

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

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

RESOLUTION NO.: _____-2022

OF

JUNE 13, 2022

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

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

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

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

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

RESOLUTION NO.: _____ - 2022

OF

JUNE 13, 2022

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

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

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

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

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

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

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

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

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

January 24, 2022

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

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

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

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

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

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

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

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

Sincerely,

Mr. Harold Shirley

Newburgh Reunion Committee

Ms. Yoondro Sims

The Family of Clyde H. Sims Sr.

RESOLUTION NO.: _____ - 2022

OF

JUNE 13, 2022

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

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

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

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

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

RESOLUTION NO.: _____ - 2022

OF

JUNE 13, 2022

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

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

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

To view the livestream of the City Council Work Session and Meeting visit:
<https://www.cityofnewburgh-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://us06web.zoom.us/webinar/register/WN_YxHoVX6PRZqSZajIxM4Ydw. Please note that there is an underscore between the “N” and “Y”).

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

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

LOCAL LAW NO.: _____ - 2022

OF

_____, 2022

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

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

SECTION 1 - TITLE

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

SECTION 2 - PURPOSE AND INTENT

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

SECTION 3 - AMENDMENT

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

§ 20-1. Meetings.

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

§ 20-1.2 Videoconferencing.

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

Underlining denotes additions

~~Strikethrough~~ denote deletions

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

Underlining denotes additions

~~Strikethrough~~ denote deletions

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

SECTION 4 - SEVERABILITY

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

SECTION 5 - CODIFICATION

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

SECTION 6 - VALIDITY

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

Underlining denotes additions

~~Strikethrough~~ denote deletions

SECTION 7 - EFFECTIVE DATE

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

Underlining denotes additions
~~Strikethrough~~ denote deletions

The City of Newburgh

Office of the Corporation Counsel

City Hall – 83 Broadway
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Corporation Counsel

Tel. (845) 569-7335
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Jeremy Kaufman
Assistant Corporation Counsel

MEMORANDUM

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

FROM: Michelle Kelson, Corporation Counsel

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

DATE: June 1, 2022

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

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

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

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

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

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

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

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

Michelle Kelson

MICHELLE KELSON
Corporation Counsel

MK/bhs
Attachments

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

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

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

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

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

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

40 2. A public body may, in its discretion, use videoconferencing
to
41 conduct its meetings pursuant to the requirements of this
article
42 provided that a minimum number of members are present to fulfill
the
43 public body's quorum requirement in the same physical location
or
44 locations where the public can attend and the following criteria
are
45 met:
46 (a) the governing board of a county, city, town or village has
adopted
47 a local law, or a public body has adopted a resolution, or the
senate

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

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

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

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9006--C

1 mental operations concerning the application and implementation of
such

2 law and any further recommendations governing the use of
videoconferenc-

3 ing by public bodies to conduct meetings pursuant to this section.

4 5. Open meetings of any public body that are broadcast or that
use

5 videoconferencing shall utilize technology to permit access by

6 of the public with disabilities consistent with the 1990 Americans
with

7 Disabilities Act (ADA), as amended, and corresponding guidelines.
For

8 the purposes of this section, "disability" shall have the
meaning

9 defined in section two hundred ninety-two of the executive law.

10 § 3. Notwithstanding the provisions of article 7 of the public
offi-

11 cers law to the contrary, for sixty days after the effective date
of

12 this act any public body shall be authorized to meet and take
such

13 action authorized by law without permitting in public-in-person
access

14 to meetings and authorize such meetings to be held remotely by
confer-

15 ence call or similar service, provided that the public has the
ability

16 to view or listen to such proceeding and that such meetings are
recorded

17 and later transcribed.

18 § 4. This act shall take effect immediately and shall expire and
be

19 deemed repealed July 1, 2024.