



CITY OF NEWBURGH
COUNCIL MEETING AGENDA
SESION GENERAL DEL CONSEJAL

July 13, 2020

7:00 PM

Mayor/Alcaldesa

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

City Clerk:/Secretaria de la Ciudad

3. Roll Call/ Lista de Asistencia

Communications/Comunicaciones

4. Approval of the Minutes of the Special City Council Meeting on June 22, 2020
5. City Manager Update/ Gerente de la ciudad pone al día a la audiencia de los planes de cada departamento

Council Presentations/Presentaciones

6. Public Hearing - Local Law to enact Section 80-3 Police Identification
There will be a public hearing on Monday, July 13, 2020 to receive comments from the public concerning a proposed Local Law enacting Section 80-3 entitled "Police Identification".

Habrà una audiencia pública el lunes 13 de julio de 2020 para recibir comentarios del público sobre una Ley Local propuesta que promulga la Sección 80-3 titulada "Identificación Policial".

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

7. Resolution No. 141 - 2020 - Services Contract with INFRAMARK for Installation of Bar Screens at the Wastewater Treatment Plant
Resolution authorizing the City Manager to execute a contract with INFRAMARK, LLC in the amount of \$86,654.00 for the bar screen installation in the Wastewater Treatment Plant Grinder Replacement Project.

Una resolución autorizando al Gerente de la Ciudad a ejecutar un contrato con INFRAMARK, LLC por el monto de \$86,654.00 para la instalación de la pantalla de barra en el Proyecto de Reemplazo de Trituradoras en la Planta de Tratamiento de Aguas Residuales.
8. Resolution No. 142 - 2020 - Proposal with CJS Engineering for Construction Inspection Services Related to the Bar Screen Replacement Project

Resolution authorizing the City Manager to accept a proposal and execute a contract with CJS Engineering, P.C. in the amount of \$16,100.00 for professional engineering inspection services for the bar screen replacement in the Wastewater Treatment Plant Grinder Replacement Project.

Una resolución autorizando al Gerente de la Ciudad a aceptar una propuesta y ejecutar un contrato con CJS Engineering, P.C. por el monto de \$16,100.00 para servicios de inspección de ingeniería profesional para el reemplazo de la pantalla de barra en el Proyecto de Reemplazo de Trituradoras en la Planta de Tratamiento de Aguas Residuales.

9. Resolution No. 143 - 2020 - PIN#8761.91 Liberty Street Streetscape and Sidewalk Improvements Project Award of Bid#3.20

Resolution authorizing the award of Base Bid, Alternate No. 2 and Alternate No. 3 and the execution of a contract with Consorti Bros. Paving & Sealcoating, Inc. for construction in the Liberty Street Streetscape Improvements Project in a total amount not to exceed \$749,395.00.

Una resolución autorizando la otorgación de la Licitación Base, Alternativa No. 2 y Alternativa No. 3 y la ejecución de un contrato con Consorti Bros. Paving & Sealcoating, Inc. Para la construcción del Proyecto de Mejoras del Pasaje Urbano en la Calle Liberty por un total que no exceda \$749,395.00.

10. Resolution No 144 - 2020 - PIN#8761.91 Liberty Street Streetscape and Sidewalk Improvements Project Construction Inspection and Oversight Proposal with Maser Consulting

Resolution authorizing the City Manager to accept a proposal and execute a contract with Maser Consulting, P.A. for professional engineering services in the amount of \$122,620.56 in the Liberty Street Streetscape Improvements Project.

Una resolución autorizando al Gerente de la Ciudad a aceptar una propuesta y ejecutar un contrato con Maser Consulting, P.A. para servicios profesionales de ingeniería por el monto de \$122,620.56 en el Proyecto de Mejoras del Paisaje Urbano en la Calle Liberty.

11. Resolution No. 145 - 2020 - 104 Renwick Street - Release of Covenants

Resolution authorizing the execution of a release of restrictive covenants and right of re-entry from a deed issued to JWC JEWLS, LLC to the premises known as 104 Renwick Street (Section 45, Block 5, Lot 21).

Una resolución autorizando la ejecución de la liberación de cláusulas restrictivas y derecho de reingreso por medio de una escritura emitida a JWC JEWLS, LLC a las instalaciones conocidas como 104 de la Calle Renwick (Sección 45, Bloque 5, Lote 21)

12. Resolution No. 146 - 2020 - 50 City Terrace - Release of Restrictive Covenants

Resolution authorizing the execution of a Release of Restrictive Covenants and Right of Re-entry from a deed issued to Joseph W. Ariano to the premises known as 50 City Terrace (Section 29, Block 5, Lot 39).

Una resolución autorizando la ejecución de la liberación de cláusulas restrictivas y derecho de reingreso por medio de una escritura emitida a Joseph W. Ariano a las instalaciones conocidas como la 50 de City Terrace (Sección 29, Bloque 5, Lote 39)

13. Resolution No. 147 - 2020 - 24 Lander Street - Release of Covenants

Resolution authorizing the execution of a release of restrictive covenants and right of re-entry from a deed issued to Carl Turnquest to the premises known as 24 Lander Street (Section 30, Block 3, Lot 18).

Una resolución autorizando la ejecución de la liberación de cláusulas restrictivas y derecho de reingreso de una escritura emitida a Carl Turnquest a las instalaciones conocidas como 24 de la Calle Lander (Sección 30, Bloque 3, Lote 18).

14. Resolution No. 148 - 2020 - 121 William Street - Release of Restrictive Covenants

Resolution authorizing the execution of a Release of Restrictive Covenants and Right of Re-entry from a deed issued to Lydia Rodriguez to the premises known as 121 William Street (Section 45, Block 15, Lot 16).

Una resolución autorizando la ejecución de la liberación de cláusulas restrictivas y derecho de reingreso por medio de una escritura emitida a Lydia Rodriguez a las instalaciones conocidas como 121 de la Calle William (Sección 45, Bloque 15, Lote 16).

15. Resolution No. 149 - 2020 - 41 Liberty Street - Extension of Time to Rehabilitate

Resolution authorizing an extension of time to rehabilitate the premises known as 41 Liberty Street (Section 39, Block 5, Lot 26) in the City of Newburgh until July 12, 2021.

Una resolución autorizando una extensión de tiempo para rehabilitar las instalaciones conocidas como 41 de la Calle Liberty (Sección 39, Bloque 5, Lote 26) en la Ciudad de Newburgh hasta el 12 de julio de 2021.

16. Resolution No. 150 - 2020 - Purchase of 182 Broadway

Resolution to authorize the conveyance of real property known as 182 Broadway (Section 30, Block 1, Lot 32) at private sale to Joseph Mullokandov for the amount of \$120,000.00.

Una resolución para autorizar el traspaso de bienes raíces conocido como 182 de Broadway (Sección 30, Bloque 1, Lote 32) en una venta privada a Joseph Mullokandov por el monto de \$120,000.00.

17. Resolution No. 151 - 2020 - Purchase of 185 Broadway

Resolution to authorize the conveyance of real property known as 185 Broadway (Section 36, Block 1, Lot 2) at private sale to Joseph Mullokandov for the amount of \$160,000.00.

Una resolución para autorizar el traspaso de bienes raíces conocida como la 185 Broadway (Sección 36, Bloque 1, Lote 2) en una venta privada a Joseph Mullokandov por el monto de \$160,000.00

18. Resolution No. 152 - 2020 - Purchase of 63 Carson Avenue

Resolution to authorize the conveyance of real property known as 63 Carson Avenue (Section 45, Block 7, Lot 5) at private sale to Alexandra Cordero and Javier Cordero for the amount of \$40,000.00.

Una resolución para autorizar el traspaso de bienes raíces conocida como la 63 de Avenida Carso (Sección 45, Bloque 7, Lote 5) en una venta privada a Alexandra Cordero y Javier Cordero por el monto de \$40,000.00.

19. Resolution No. 153 - 2020 - Purchase of 66 Carson Avenue

Resolution to authorize the conveyance of real property known as 66 Carson Avenue (Section 45, Block 6, Lot 30) at private sale to Jose E. Mera and Lorena A. Gonzalez for the amount of \$62,000.00.

Una resolución para autorizar el traspaso de bienes raíces conocida como la 66 de Avenida Carson (Sección 45, Bloque 6, Lote 30) en una venta privada a Jose E. Mera y Lorena A. Gonzalez por el monto de \$62,000.00

20. Resolution No. 154 - 2020 - Purchase of 234 and 236 First Street

Resolution to authorize the conveyance of real property known as 234 First Street (Section 22, Block 5, Lot 21) and 236 First Street (Section 22, Block 5, Lot 22) at private sale to Ellen Dermody for the total amount of \$21,000.00.

Una resolución para autorizar el traspaso de bienes raíces conocida como la 234 de la Calle First (Sección 22, Bloque 5, Lote 21) y 236 de la Calle First (Sección 22, Bloque 5, Lote 22) en una venta privada a Ellen Dermody por el monto de \$21,000.00

21. Resolution No. 155 - 2020 - Mayor's Summer Youth Employment Initiative - Agreement with Boys & Girls Club

Resolution authorizing the City Manager to enter into an agreement with the Boys and Girls Club of Newburgh, Inc. for the Mayor's Summer Youth Employment Initiative to provide work for City of Newburgh youth during the

summer of 2020.

Una resolución autorizando al Gerente de la Ciudad a entrar en un acuerdo con the Boys and Girls Club of Newburgh, Inc. Para la Iniciativa de Empleo Juvenil de Verano del Alcalde para proporcionar trabajo a la juventud de la Ciudad de Newburgh durante el verano del 2020.

22. Resolution No. 156 - 2020 - to Schedule a Public Hearing and Open a 30-Day Public Comment Period for the FY2021 Community Development Block Grant (CDBG) Annual Action Plan

Resolution opening a 30-day public comment period and scheduling a public hearing for August 10, 2020 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 2021.

Una resolución abriendo un periodo de comentario público de 30 días y programando una audiencia pública para el 10 de agosto de 2020 para recibir comentarios públicos sobre las acciones propuestas por la Ciudad de Newburgh con respecto al Programa de Subvención de Desarrollo de Bloques Comunitarios para el Plan de Acción Anual para el Año Fiscal 2021.

23. Resolution No. 157 - 2020 - NEA Grants for Arts Projects

Resolution authorizing the City Manager to apply for a National Endowment for the Arts Grants for Arts Projects program grant in the amount of \$50,000.00 with a \$50,000.00 match to fund a Newburgh 4-Ward Arts Rally.

Una resolución autorizando al Gerente de la Ciudad a solicitar una Subvención Nacional para las Artes para el programa Proyecto de Artes por el monto de \$50,000.00 el cual requiere que se igualen los fondos para financiar una Congregación de Artes para 4 Distritos Electorales.

24. Resolution No. 158 - 2020 - Settlement of Litigation for 353 Liberty Street

A resolution authorizing the settlement of litigation regarding the In Rem Tax Foreclosure of liens for the year 2017 relative to 353 Liberty Street (Section 11, Block 4, Lot 24)

25. Resolution No. 159 - 2020 - Settlement of a Water Bill

A resolution authorizing settlement of a water bill with an out-of-city account for the amount of nine thousand nine hundred eighty-seven and 27/100 dollars (\$9,987.27)

26. Resolution No. 160 - 2020 - Executing a Payment of Claim

A resolution authorizing the City Manager to execute a payment of claim with Carla D. Johnson in the amount of \$2,675.00

27. Resolution No. 161 - 2020 - Authorizing the Settlement of Litigation for 146 Johnston Street

A resolution authorizing the settlement of litigation regarding the In Rem Tax

Foreclosure of Liens for the year 2017 relative to 146 Johnston Street
(Section 18, Block 3, Lot 42)

28. Resolution No. 162 - 2020 - Amending the 2020 Personnel Analysis Book

A resolution amending the 2020 personnel analysis book to add a full-time Deputy Police Chief in the Police Department.

29. Resolution No. 163 - 2020 - Authorizing an Agreement with Robert Mclymore for Proffesional Consulting Services to the Police Department

A resolution authorizing an agreement between the City of Newburgh and Robert Mclymore for professional consulting services to the Police Department in the area of Police Department Review, Reform and Community Relations.

30. Local Law No. 2 - 2020 - Adding Section 80-3 "Identification of Police Officers"

A Local Law adding Section 80-3 entitled "Identification of Police Officers" to Chapter 80 of the Code of Ordinances of the City of Newburgh.

Old Business: / Asuntos Pendientes

New Business: / Nuevos Negocios

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

Adjournment/ Aplazamiento:

RESOLUTION NO.: 140 - 2020

OF

JUNE 22, 2020

RESOLUTION SCHEDULING A PUBLIC HEARING FOR JULY 13, 2020
TO HEAR PUBLIC COMMENT CONCERNING A LOCAL LAW AMENDING
CHAPTER 80 OF THE CODE OF ORDINANCES OF THE CITY OF NEWBURGH
TO ADD SECTION 80-3 ENTITLED "IDENTIFICATION OF POLICE OFFICERS"

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 80-3 entitled 'Identification of Police Officers' to Chapter 80 of the Code of Ordinances of the City of Newburgh"; and that such public hearing be and hereby is duly set for the next regular meeting of the Council to be held at 7:00 p.m. on the 13th day of July, 2020; and

BE IT FURTHER RESOLVED, that due to public health and safety concerns related to COVID-19, the City Council will not be meeting in-person. In accordance with the Governor's Executive Order 202.1, as amended, the July 13, 2020 City Council meeting will be held via videoconferencing, and a transcript will be provided at a later date. The public will have an opportunity to see and hear the meeting live and provide comments on the proposed local law as follows:

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

To access the City Council Work Session and Meeting remotely: join from a PC, Mac, iPad, iPhone, or Android device through the Zoom App:
https://zoom.us/webinar/register/WN_nMOHSnxtRHmNW3qYXN- Ew. Please note that there is an underscore between the "N" and "n" and between the "-" and "E").

To register in advance for this webinar in order to provide comments during the hearing:
https://zoom.us/webinar/register/WN_nMOHSnxtRHmNW3qYXN- Ew. 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 Friday, July 10, 2020. Please check the meeting Agenda posted on the website for further instructions to access the virtual meeting and for updated information.

I, Lorene Vittek, City Clerk of the City of Newburgh,
hereby certify that I have compared the foregoing with the
original resolution adopted by the Council of the City of
Newburgh at a regular meeting held 6/22/20
and that it is a true and correct copy of such original.

Witness my hand and seal of the City of
Newburgh this 22 day of June 2020

City Clerk

LOCAL LAW NO.: _____ - 2020

OF

_____, 2020

**A LOCAL LAW ADDING SECTION 80-3 ENTITLED
“IDENTIFICATION OF POLICE OFFICERS”
TO CHAPTER 80 OF THE CODE OF ORDINANCES OF THE CITY OF NEWBURGH**

BE IT ENACTED, by the Council of the City of Newburgh, New York that Section 80-3 entitled “Identification of Police Officers” be and is hereby added to Chapter 80 of the Code of Ordinances and enacted as follows:

SECTION 1 - TITLE

This Local Law shall be referred to as “A Local Law adding Section 80-3 entitled ‘Identification of Police Officers’ to Chapter 80 of the Code of Ordinances of the City of Newburgh”.

SECTION 2 - AMENDMENT

The Code of Ordinances of the City of Newburgh is hereby amended to enact new Section 80-3 to Chapter 80 entitled “Identification of Police Officers” to read as follows:

§ 80-3 Identification of Police Officers

- A. Legislative findings, intent and purpose. The City Council of the City of Newburgh finds that the people of the City of Newburgh are in great debt to the hard work and dedication of police officers in their daily duties. The Council further finds that mistrust of law enforcement officers based on real or perceived discrimination hinders law enforcement efforts and is a threat to public safety. The City of Newburgh Police Department policy already requires that officers provide their name and/or badge number to any individual that requests the information. By requiring police officers to provide the public with identifying information, offering a contact card, and notice of the reasons for their encounters with the police will increase transparency in police practices and to build trust between police officers and members of the public.
- B. Definitions. As used in this section, the following terms have the following meanings:

DEPARTMENT means the City of Newburgh Police Department.

LAW ENFORCEMENT ACTIVITY means any of the following activities when conducted by an officer:

1. Noncustodial questioning of individuals;
2. Stops where an officer has an individualized, reasonable suspicion that the person stopped has committed, is committing, or is about to commit a crime and where a reasonable person would not feel free to end the encounter at will;
3. Frisks;
4. Searches of persons, property, or possessions, including but not limited to searches of homes and vehicles;
5. Traffic stops;
6. Roadblock or checkpoint stops; and
7. Investigatory questioning of victims of or witnesses to crimes.

NON-CUSTODIAL QUESTIONING means the questioning of an individual during an investigation where such individual has not been detained and is free to end the encounter at will.

OFFICER means a sworn police officer of the City of Newburgh Police Department.

C. Upon initiation of a law enforcement activity, an officer shall:

1. Identify himself or herself to the person who is the subject of such law enforcement activity by providing his or her full name, rank and command;
2. Provide to such person an explanation of the reason for such law enforcement activity; and

D. At the conclusion of a law enforcement activity that does not result in an arrest or ticket, the officer shall offer to such person, the officer's business card.

E. An officer shall not be required to comply with this section where such officer is engaged in an approved under cover activity or operation, and the law enforcement activity is taken pursuant to such undercover activity or operation.

F. Any business cards used by an officer to identify himself or herself to a person who is the subject of a law enforcement activity shall be pre-printed and include, at a minimum:

1. The name, rank, badge number and police department of the officer; and
2. Information on how the subject of the law enforcement activity may submit comments or complaints about the encounter, including the telephone numbers and website addresses of the City of Newburgh Police Community Relations and Review Board.

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 Code of Ordinances of the City of Newburgh; that the sections and subsections of this Local Law may be re-numbered and/or re-lettered by the codifier to accomplish such intention; that the term "Local Law" shall be changed to "Chapter", "Section", or other appropriate word as required for codification; and that any such rearranging of the numbering and/or lettering and editing shall not affect the validity of this Local Law or the provisions of the Code of Ordinances 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.

SECTION 7 - EFFECTIVE DATE

This Local Law and shall be effective ninety (90) days from the date of enactment and 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.

RESOLUTION NO.: 141 - 2020

OF

JULY 13, 2020

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT
WITH INFRAMARK, LLC IN THE AMOUNT OF \$86,654.00
FOR THE BAR SCREEN INSTALLATION IN THE
WASTEWATER TREATMENT PLANT GRINDER REPLACEMENT PROJECT**

WHEREAS, by Resolution No. 30-2020 of February 10, 2020, the City Council of the City of Newburgh awarded to a bid and authorized a contract with Duperon Corporation for the manufacture and supply of equipment, including two mechanical bar screens, for the City of Newburgh Wastewater Treatment Plant Grinder Replacement Project (the “Project”); and

WHEREAS, Inframark, LLC, is the operator of the City’s Wastewater Treatment Plant and is qualified to install the new bar screens in accordance with the Wastewater Treatment Plant Operations and Maintenance Manual; and

WHEREAS, the Wastewater Treatment Plant Operations and Maintenance Manual provides that Inframark, LLC may perform the bar screen installation as additional services by mutual consent and for a fee negotiated by the parties; and

WHEREAS, Inframark, LLC has submitted a services contract for the bar screen installation with the funding derived from New York State Environmental Facilities Corporation funding HG1.8197.0200.8168.2017; and

WHEREAS, the City Council finds that entering into an additional services agreement with Inframark, LLC is in the best interests of the City of Newburgh;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that City Manager is hereby authorized to execute an agreement with Inframark, LLC in the amount of \$86,654.00 for the installation of the bar screens in the Wastewater Treatment Plant Grinder Replacement Project.

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RESOLUTION NO.: 142 - 2020

OF

JULY 13, 2020

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO ACCEPT A PROPOSAL
AND EXECUTE A CONTRACT WITH CJS ENGINEERING, P.C.
IN THE AMOUNT OF \$16,100.00 FOR PROFESSIONAL ENGINEERING INSPECTION
SERVICES FOR THE BAR SCREEN REPLACEMENT IN THE
WASTEWATER TREATMENT PLANT GRINDER REPLACEMENT PROJECT**

WHEREAS, by Resolution No. 30-2020 of February 10, 2020, the City Council of the City of Newburgh awarded to a bid and authorized a contract with Duperon Corporation for the manufacture and supply of equipment, including two mechanical bar screens, for the City of Newburgh Wastewater Treatment Plant Grinder Replacement Project (the "Project"); and

WHEREAS, the Project is financed through the New York State Environmental Facilities Corporation which requires that a professional engineer inspect and certify the installation of the bar screens for the Project; and

WHEREAS, CJS Engineering, P.C. is qualified to provide the inspection services and submitted a proposal for professional engineering services in the amount of \$16,100.00; and

WHEREAS, the funding for the professional engineering services shall be derived from New York State Environmental Facilities Corporation funding HG1.8197.0200.8168.2017; and

WHEREAS, the City Council finds that entering into a professional engineering services agreement with CJS Engineering, P.C. is in the best interests of the City of Newburgh;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that City Manager is hereby authorized to accept a proposal and execute an agreement with CJS Engineering, P.C. in the amount of \$16,100.00 for professional engineering inspection services for the installation of the bar screens in the Wastewater Treatment Plant Grinder Replacement Project.

RESOLUTION NO.: 143 - 2020

OF

JULY 13, 2020

**A RESOLUTION AUTHORIZING THE AWARD OF BASE BID, ALTERNATE NO. 2
AND ALTERNATE NO. 3 AND THE EXECUTION OF A CONTRACT WITH
CONSORTI BROS. PAVING & SEALCOATING, INC. FOR CONSTRUCTION IN THE
LIBERTY STREET STREETScape IMPROVEMENTS PROJECT
IN A TOTAL AMOUNT NOT TO EXCEED \$749,395.00**

WHEREAS, the City of Newburgh duly advertised for bids in connection with the Liberty Street Streetscape and Sidewalk Improvements Construction Project (the "Project") in the northeast section of the City of Newburgh; and

WHEREAS, six (6) bids were duly received and opened and Consorti Bros. Paving & Seal Coating, Inc. is the most responsible low bidder; and

WHEREAS, funding for the Project in the amount of \$749,395.00 shall be derived from (CDBG) CD1.8686.0400.8030.2019, (CDBG) CD1.8686.0400.8030.2020, other CDBG funding, as appropriate and available, and (NYSDOT TAP) H1.8761.0200.0091.2021.CDBG;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the base bid, alternate no. 2 and alternate no. 3 for construction of the Liberty Street Streetscape and Sidewalks Improvements Construction Project for the City of Newburgh be and it hereby is awarded to Consorti Bros. Paving & Seal Coating, Inc., in an amount not to exceed \$749,395.00, conditioned on receipt of concurrence from the New York State Department of Transportation; and

BE IT FURTHER RESOLVED, by the Council of the City of Newburgh that the City Manager be and he is hereby authorized to enter into a contract for such work in this amount.

RESOLUTION NO.: 144 - 2020

OF

JULY 13, 2020

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO ACCEPT A PROPOSAL
AND EXECUTE A CONTRACT WITH MASER CONSULTING, P.A.
FOR PROFESSIONAL ENGINEERING SERVICES IN THE AMOUNT OF \$122,620.56
IN THE LIBERTY STREET STREETScape IMPROVEMENTS PROJECT**

WHEREAS, the City of Newburgh has undertaken the Liberty Street Streetscape Improvements Project, City of Newburgh, Orange County, PIN 8761.91 (the "Project") and has authorized design, funding and grant agreements, including a Master Federal-Aid Local Project Agreement with the New York State Department of Transportation; and

WHEREAS, eligible Project costs are reimbursable under the Master Federal-Aid Local Project Agreement with the New York State Department of Transportation; and

WHEREAS, Maser Consulting, P.A. is qualified to provide the inspection and construction management services required to maintain eligibility for reimbursement and submitted a proposal for professional engineering services in the amount of \$122,620.56; and

WHEREAS, the funding for the professional engineering services shall be derived from budget lines (CDBG) CD1.8686.0400.8030.2019 and (NYSDOT TAP) H1.8761.0200.0091.2021; and

WHEREAS, the City Council finds that entering into a professional engineering services agreement with Maser Consulting, P.A. is in the best interests of the City of Newburgh;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that City Manager is hereby authorized to accept a proposal and execute an agreement with Maser Consulting, P.A. in the amount of \$122,620.56 for professional engineering inspection and construction management services for the Liberty Street Streetscape Improvements Project.

RESOLUTION NO.: 145 -2020

OF

JULY 13, 2020

**A RESOLUTION AUTHORIZING THE EXECUTION OF A RELEASE OF
RESTRICTIVE COVENANTS AND RIGHT OF RE-ENTRY FROM A DEED
ISSUED TO JWC JEWLS, LLC TO THE PREMISES KNOWN AS
104 RENWICK STREET (SECTION 45, BLOCK 5, LOT 21)**

WHEREAS, on August 8, 2017, the City of Newburgh conveyed property located at 104 Renwick Street, being more accurately described on the official Tax Map of the City of Newburgh as Section 45, Block 5, Lot 21, to JWC JEWLS, LLC; and

WHEREAS, the managing member for JWC JEWLS, LLC 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 104 Renwick Street, Section 45, Block 5, Lot 21 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 August 8, 2017, from THE CITY OF NEWBURGH to JWC JEWLS, LLC, recorded in the Orange County Clerk's Office on August 23, 2017, in Liber 14279 of Deeds at Page 13 and does further release said premises from the right of re-entry reserved in favor of the City of Newburgh as set forth in said deed.

Dated: _____, 2020

THE CITY OF NEWBURGH

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

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

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

RESOLUTION NO.: 146-2020

OF

JULY 13, 2020

**A RESOLUTION AUTHORIZING THE EXECUTION OF A RELEASE OF
RESTRICTIVE COVENANTS AND RIGHT OF RE-ENTRY FROM A DEED
ISSUED TO JOSEPH W. ARIANO TO THE PREMISES KNOWN AS
50 CITY TERRACE (SECTION 29, BLOCK 5, LOT 39)**

WHEREAS, on August 20, 2018, the City of Newburgh conveyed property located at 50 City Terrace, being more accurately described on the official Tax Map of the City of Newburgh as Section 29, Block 5, Lot 39, to Joseph W. Ariano; and

WHEREAS, Mr. Ariano 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 50 City Terrace, Section 29, Block 5, Lot 39 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 August 20, 2018, from THE CITY OF NEWBURGH to JOSEPH W. ARIANO, recorded in the Orange County Clerk's Office on August 22, 2018, in Liber 14449 of Deeds at Page 1628 and does further release said premises from the right of re-entry reserved in favor of the City of Newburgh as set forth in said deed.

Dated: _____, 2020

THE CITY OF NEWBURGH

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

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

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

RESOLUTION NO.: 147-2020

OF

JULY 13, 2020

**A RESOLUTION AUTHORIZING THE EXECUTION OF A RELEASE OF
RESTRICTIVE COVENANTS AND RIGHT OF RE-ENTRY FROM A DEED
ISSUED TO CARL TURNQUEST TO THE PREMISES KNOWN AS
24 LANDER STREET (SECTION 30, BLOCK 3, LOT 18)**

WHEREAS, on February 24, 1982, the City of Newburgh conveyed property located at 24 Lander Street, being more accurately described on the official Tax Map of the City of Newburgh as Section 30, Block 3, Lot 18, to Carl Turnquest; and

WHEREAS, the attorney representing the current seller in the sale of the premises has requested a release of the restrictive covenants contained in the deed from the City of Newburgh in order to facilitate the sale; and

WHEREAS, it has been determined that such release be granted; and

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

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

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

KNOWN ALL PERSONS BY THESE PRESENTS, that the City of Newburgh, a municipal corporation organized and existing under the Laws of the State of New York, and having its principal office at City Hall, 83 Broadway, Newburgh, New York 12550, in consideration of TEN (\$10.00) DOLLARS lawful money of the United States and other good and valuable consideration, receipt of which is hereby acknowledged, does hereby release and forever quitclaim the premises described as 24 Lander Street, Section 30, Block 3, Lot 18 on the Official Tax Map of the City of Newburgh, from those restrictive covenants numbered 1, 2, 3, 4, and 5 in a deed dated February 24, 1982, from THE CITY OF NEWBURGH to CARL TURNQUEST, recorded in the Orange County Clerk's Office on March 9, 1982, in Liber 2217 of Deeds at Page 977 and does further release said premises from the right of re-entry reserved in favor of the City of Newburgh as set forth in said deed.

Dated: _____, 2020

THE CITY OF NEWBURGH

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

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

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

RESOLUTION NO.: 148-2020

OF

JULY 13, 2020

**A RESOLUTION AUTHORIZING THE EXECUTION OF A RELEASE OF
RESTRICTIVE COVENANTS AND RIGHT OF RE-ENTRY FROM A DEED
ISSUED TO LYDIA RODRIGUEZ TO THE PREMISES KNOWN AS
121 WILLIAM STREET (SECTION 45, BLOCK 15, LOT 16)**

WHEREAS, on June 28, 1995, the City of Newburgh conveyed property located at 121 William Street, being more accurately described on the official Tax Map of the City of Newburgh as Section 45, Block 15, Lot 16, to Lydia Rodriguez; and

WHEREAS, the attorney representing the current owner of the premises has requested a release of the restrictive covenants contained in the deed from the City of Newburgh in order to facilitate a sale; and

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

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to execute the release, annexed hereto and made a part of this resolution, of restrictive covenants numbered 1, 2, 3 and 4 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 121 William Street, Section 45, Block 15, Lot 16 on the Official Tax Map of the City of Newburgh, from those restrictive covenants numbered 1, 2, 3 and 4 in a deed dated June 28, 1995, from THE CITY OF NEWBURGH to LYDIA RODRIGUEZ, recorded in the Orange County Clerk's Office on March 22, 1996, in Liber 4358 of Deeds at Page 233 and does further release said premises from the right of re-entry reserved in favor of the City of Newburgh as set forth in said deed.

Dated: _____, 2020

THE CITY OF NEWBURGH

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

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

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

RESOLUTION NO. 149 - 2020

OF

JULY 13, 2020

**A RESOLUTION AUTHORIZING AN EXTENSION OF TIME
TO REHABILITATE THE PREMISES KNOWN AS 41 LIBERTY STREET
(SECTION 39, BLOCK 5, LOT 26) IN THE CITY OF NEWBURGH UNTIL JULY 12, 2021**

WHEREAS, the City of Newburgh did convey the premises located at 41 Liberty Street, more accurately described as Section 39, Block 5, Lot 26 on the Official Tax Map of the City of Newburgh, by deed dated January 11, 2019; and

WHEREAS, said deed included a provision requiring rehabilitation of the conveyed premises to be completed on or about July 11, 2020; and

WHEREAS, the owner of the property, Liberty Corners, LLC, stated it would be unable to comply with the July 11, 2020 deadline due to various disruptions related to the COVID-19 pandemic, but has attempted a good faith effort and intent to complete the rehabilitation; and

WHEREAS, this Council has determined that it would be in the best interests of the City of Newburgh and its future development to grant an extension of time to rehabilitate the premises;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that Liberty Corners, LLC be granted an extension to rehabilitate the premises known as 41 Liberty Street in the City of Newburgh until July 12, 2021.

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RESOLUTION NO.: 150 - 2020

OF

JULY 13, 2020

**A RESOLUTION TO AUTHORIZE THE CONVEYANCE OF REAL PROPERTY
KNOWN AS 182 BROADWAY (SECTION 30, BLOCK 1, LOT 32)
AT PRIVATE SALE TO JOSEPH MULLOKANDOV FOR THE AMOUNT OF \$120,000.00**

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

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

WHEREAS, the City of Newburgh desires to sell 182 Broadway, being more accurately described as Section 30, Block 1, Lot 32, 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 property 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 October 16, 2020, 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>
182 Broadway	30 - 1 - 32	Joseph Mullokandov	\$120,000.00

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

Terms and Conditions Sale

182 Broadway, City of Newburgh (SBL: 30-1-32)

STANDARD TERMS:

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

9. The City makes no representation, express or implied, as to the condition of any property, warranty of title, or as to the suitability of any for any particular use or occupancy. Property may contain paint or other similar surface coating material containing lead. Purchaser shall be responsible for the correction of such conditions when required by applicable law. Property also may contain other environmental hazards. Purchaser shall be responsible for ascertaining and investigating such conditions prior to bidding. Purchaser shall be responsible for investigating and ascertaining from the City Building Inspector's records the legal permitted use of any property prior to closing. Purchaser acknowledges 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 Purchaser** 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.*
11. Provided that the sale is not subject to an owner-occupancy restriction as set forth in paragraph 20, 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.
21. Within ten (10) business days of approval of sale by the City of Newburgh, the purchaser shall tender a non-refundable downpayment in the amount of **\$10,000.00** payable to "City of Newburgh" by money order or guaranteed funds to the City of Newburgh Comptroller's Office. At closing, the downpayment amount shall be credited against the purchase price.

ACKNOWLEDGED AND AGREED

Date: _____

Joseph Mullokandov

RESOLUTION NO.: 151 - 2020

OF

JULY 13, 2020

A RESOLUTION TO AUTHORIZE THE CONVEYANCE OF REAL PROPERTY
KNOWN AS 185 BROADWAY (SECTION 36, BLOCK 1, LOT 2)
AT PRIVATE SALE TO JOSEPH MULLOKANDOV FOR THE AMOUNT OF \$160,000.00

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

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

WHEREAS, the City of Newburgh desires to sell 185 Broadway, being more accurately described as Section 36, Block 1, Lot 2, 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 property 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 October 16, 2020, 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>
185 Broadway	36 - 1 - 2	Joseph Mullokandov	\$160,000.00

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

Terms and Conditions Sale

185 Broadway, City of Newburgh (SBL: 36-1-2)

STANDARD TERMS:

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

9. The City makes no representation, express or implied, as to the condition of any property, warranty of title, or as to the suitability of any for any particular use or occupancy. Property may contain paint or other similar surface coating material containing lead. Purchaser shall be responsible for the correction of such conditions when required by applicable law. Property also may contain other environmental hazards. Purchaser shall be responsible for ascertaining and investigating such conditions prior to bidding. Purchaser shall be responsible for investigating and ascertaining from the City Building Inspector's records the legal permitted use of any property prior to closing. Purchaser acknowledges 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 Purchaser** 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.*
11. Provided that the sale is not subject to an owner-occupancy restriction as set forth in paragraph 20, 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.
21. Within ten (10) business days of approval of sale by the City of Newburgh, the purchaser shall tender a non-refundable downpayment in the amount of **\$15,000.00** payable to "City of Newburgh" by money order or guaranteed funds to the City of Newburgh Comptroller's Office. At closing, the downpayment amount shall be credited against the purchase price.

ACKNOWLEDGED AND AGREED

Date: _____

Joseph Mullokandov

RESOLUTION NO.: 152 - 2020

OF

JULY 13, 2020

**A RESOLUTION TO AUTHORIZE THE CONVEYANCE OF REAL PROPERTY
KNOWN AS 63 CARSON AVENUE (SECTION 45, BLOCK 7, LOT 5)
AT PRIVATE SALE TO ALEXANDRA CORDERO AND JAVIER CORDERO
FOR THE AMOUNT OF \$40,000.00**

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 63 Carson Avenue, being more accurately described as Section 45, Block 7, Lot 5 on the official tax map of the City of Newburgh; and

WHEREAS, the prospective buyers have 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 buyers 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 purchasers be and hereby is confirmed and the City Manager is authorized and directed to execute and deliver a quitclaim deed to said purchasers 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 October 16, 2020, 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>
63 Carson Avenue	45 - 7 - 5	Alexandra Cordero Javier Cordero	\$40,000.00

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

Terms and Conditions Sale

63 Carson Avenue, City of Newburgh (SBL: 45-7-5)

STANDARD TERMS:

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

8. No personal property is included in the sale of any of the parcels owned by City of Newburgh, unless the former owner or occupant has abandoned same. The disposition of any personal property located on any parcel sold shall be the sole responsibility of the purchaser following the closing of sale.
9. The City makes no representation, express or implied, as to the condition of any property, warranty of title, or as to the suitability of any for any particular use or occupancy. Property may contain paint or other similar surface coating material containing lead. Purchaser shall be responsible for the correction of such conditions when required by applicable law. Property also may contain other environmental hazards. Purchaser shall be responsible for ascertaining and investigating such conditions prior to bidding. Purchaser shall be responsible for investigating and ascertaining from the City Building Inspector's records the legal permitted use of any property prior to closing. Purchaser acknowledges 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 City Manager may, in his sole discretion and for good cause shown, grant one extension of time to close title of up to, but not to exceed, sixty (60) additional days from the Closing Deadline. No request shall be entertained unless in writing, stating the reasons therefor, and unless accompanied by a fee of \$250.00 per parcel for which a request is submitted. The fee shall be in addition to all other fees and deposits and shall not be credited against the purchase price and shall not be returnable. Any additional request made thereafter shall be made in writing and placed before the City Council for its consideration.
12. In the event that a sale is cancelled by court order, judgment, the Comptroller or the Newburgh City Council, the purchaser shall be entitled only to a refund of the purchase money paid. Purchaser agrees that he shall 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.
13. Sale shall be final, absolute and without recourse once title is conveyed on the actual day of closing. In no event, shall City of Newburgh be or become liable for any defects in title for any cause whatsoever, and no claim, demand or suit of any nature shall exist in favor of the purchaser, his heirs, successors or assigns, against City of Newburgh arising from this sale.
14. Conveyance shall be by quitclaim deed only, containing a description of the property as it appeared on the tax roll for the year upon which the City acquired title or as corrected up to date of deed. The deed will be recorded by the City upon payment in full of the purchase price, tax reimbursements, buyer's premium (if applicable), and closing fees/costs. Possession of property is forbidden until the deed is recorded conveying title to the purchaser. **Title vests upon conveyance of deed.**
15. Upon closing, the City shall deliver a quitclaim deed conveying all of its right, title and interest in the subject property, which deed shall be drawn by the City Corporation Counsel. The City shall not convey its interest in any street, water, sewer or drainage easement, or any other interest the City may have in the property. The City shall only convey that interest obtained by the City pursuant to the judgment rendered in an *in rem* tax foreclosure action filed in the Orange County Clerk's Office.

16. The description of the property shall be from the City of Newburgh Tax Map reference or a survey description certified to the City of Newburgh. Any survey description shall be provided to the City Corporation Counsel by the purchaser at least thirty (30) days in advance of closing title and approved by the City's Engineer.
17. By acknowledging and executing these Terms & Conditions, the purchaser certifies that he/she is not representing the former owner(s) of the property against whom City of Newburgh foreclosed and has no intent to defraud City of Newburgh of the unpaid taxes, assessment, penalties and charges which have been levied against the property. The purchaser agrees that neither he/she nor his/her assigns shall convey the property to the former owner(s) against whom City of Newburgh foreclosed within 24 months subsequent to the Closing Deadline date. If such conveyance occurs, purchaser understands that he/she may be found to have committed fraud, and/or intent to defraud, and will be liable for any deficiency between the purchase price at auction and such sums as may be owed to City of Newburgh as related to the foreclosure on the property and consents to immediate judgment by City of Newburgh for said amounts.
18. In the event that Seller engaged the services of a New York State Licensed Real Estate Broker in connection with this sale, Seller shall pay said Broker any commission earned pursuant to a separate agreement between Seller and Broker.
19. The property is sold subject to an owner-occupancy restriction. The purchaser has agreed to purchase the property subject to the five (5) year owner occupancy restriction shall, within 18 months of the delivery of the deed, establish his domicile and principal residence at said premises and maintain his domicile and principal residence at said premises for a period of at least five (5) years thereafter, provided that within said five (5) year period, the purchaser may convey said premises to another who shall also maintain their domicile and principal residence at said premises for said period. This shall be set forth as a restrictive covenant in the deed, subject upon its breach, to a right of re-entry in favor of the City of Newburgh. This shall be in addition to all other provisions, covenants and conditions set forth in the Terms of Sale.
20. 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.
21. Within ten (10) business days of approval of sale by the City of Newburgh, the purchaser shall tender a non-refundable downpayment in the amount of **\$1,200.00** payable to "City of Newburgh" by money order or guaranteed funds to the City of Newburgh Comptroller's Office. At closing, the downpayment amount shall be credited against the purchase price.

ACKNOWLEDGED AND AGREED

Date: _____

Date: _____

Alexandra Cordero

Javier Cordero

RESOLUTION NO.: 153 - 2020

OF

JULY 13, 2020

**A RESOLUTION TO AUTHORIZE THE CONVEYANCE OF REAL PROPERTY
KNOWN AS 66 CARSON AVENUE (SECTION 45, BLOCK 6, LOT 30)
AT PRIVATE SALE TO JOSE E. MERA AND LORENA A. GONZALEZ
FOR THE AMOUNT OF \$62,000.00**

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 66 Carson Avenue, being more accurately described as Section 45, Block 6, Lot 30 on the official tax map of the City of Newburgh; and

WHEREAS, the prospective buyers have 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 buyers 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 purchasers be and hereby is confirmed and the City Manager is authorized and directed to execute and deliver a quitclaim deed to said purchasers 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 October 16, 2020, 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>
66 Carson Avenue	45 - 6 - 30	Jose E. Mera Lorena A. Gonzalez	\$62,000.00

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

Terms and Conditions Sale

66 Carson Avenue, City of Newburgh (SBL: 45-6-30)

STANDARD TERMS:

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

8. No personal property is included in the sale of any of the parcels owned by City of Newburgh, unless the former owner or occupant has abandoned same. The disposition of any personal property located on any parcel sold shall be the sole responsibility of the purchaser following the closing of sale.
9. The City makes no representation, express or implied, as to the condition of any property, warranty of title, or as to the suitability of any for any particular use or occupancy. Property may contain paint or other similar surface coating material containing lead. Purchaser shall be responsible for the correction of such conditions when required by applicable law. Property also may contain other environmental hazards. Purchaser shall be responsible for ascertaining and investigating such conditions prior to bidding. Purchaser shall be responsible for investigating and ascertaining from the City Building Inspector's records the legal permitted use of any property prior to closing. Purchaser acknowledges 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 City Manager may, in his sole discretion and for good cause shown, grant one extension of time to close title of up to, but not to exceed, sixty (60) additional days from the Closing Deadline. No request shall be entertained unless in writing, stating the reasons therefor, and unless accompanied by a fee of \$250.00 per parcel for which a request is submitted. The fee shall be in addition to all other fees and deposits and shall not be credited against the purchase price and shall not be returnable. Any additional request made thereafter shall be made in writing and placed before the City Council for its consideration.
12. In the event that a sale is cancelled by court order, judgment, the Comptroller or the Newburgh City Council, the purchaser shall be entitled only to a refund of the purchase money paid. Purchaser agrees that he shall 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.
13. Sale shall be final, absolute and without recourse once title is conveyed on the actual day of closing. In no event, shall City of Newburgh be or become liable for any defects in title for any cause whatsoever, and no claim, demand or suit of any nature shall exist in favor of the purchaser, his heirs, successors or assigns, against City of Newburgh arising from this sale.
14. Conveyance shall be by quitclaim deed only, containing a description of the property as it appeared on the tax roll for the year upon which the City acquired title or as corrected up to date of deed. The deed will be recorded by the City upon payment in full of the purchase price, tax reimbursements, buyer's premium (if applicable), and closing fees/costs. Possession of property is forbidden until the deed is recorded conveying title to the purchaser. **Title vests upon conveyance of deed.**
15. Upon closing, the City shall deliver a quitclaim deed conveying all of its right, title and interest in the subject property, which deed shall be drawn by the City Corporation Counsel. The City shall not convey its interest in any street, water, sewer or drainage easement, or any other interest the City may have in the property. The City shall only convey that interest obtained by the City pursuant to the judgment rendered in an *in rem* tax foreclosure action filed in the Orange County Clerk's Office.

16. The description of the property shall be from the City of Newburgh Tax Map reference or a survey description certified to the City of Newburgh. Any survey description shall be provided to the City Corporation Counsel by the purchaser at least thirty (30) days in advance of closing title and approved by the City's Engineer.
17. By acknowledging and executing these Terms & Conditions, the purchaser certifies that he/she is not representing the former owner(s) of the property against whom City of Newburgh foreclosed and has no intent to defraud City of Newburgh of the unpaid taxes, assessment, penalties and charges which have been levied against the property. The purchaser agrees that neither he/she nor his/her assigns shall convey the property to the former owner(s) against whom City of Newburgh foreclosed within 24 months subsequent to the Closing Deadline date. If such conveyance occurs, purchaser understands that he/she may be found to have committed fraud, and/or intent to defraud, and will be liable for any deficiency between the purchase price at auction and such sums as may be owed to City of Newburgh as related to the foreclosure on the property and consents to immediate judgment by City of Newburgh for said amounts.
18. In the event that Seller engaged the services of a New York State Licensed Real Estate Broker in connection with this sale, Seller shall pay said Broker any commission earned pursuant to a separate agreement between Seller and Broker.
19. The property is sold subject to an owner-occupancy restriction. The purchaser has agreed to purchase the property subject to the five (5) year owner occupancy restriction shall, within 18 months of the delivery of the deed, establish his domicile and principal residence at said premises and maintain his domicile and principal residence at said premises for a period of at least five (5) years thereafter, provided that within said five (5) year period, the purchaser may convey said premises to another who shall also maintain their domicile and principal residence at said premises for said period. This shall be set forth as a restrictive covenant in the deed, subject upon its breach, to a right of re-entry in favor of the City of Newburgh. This shall be in addition to all other provisions, covenants and conditions set forth in the Terms of Sale.
20. 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.
21. Within ten (10) business days of approval of sale by the City of Newburgh, the purchaser shall tender a non-refundable downpayment in the amount of **\$1,200.00** payable to "City of Newburgh" by money order or guaranteed funds to the City of Newburgh Comptroller's Office. At closing, the downpayment amount shall be credited against the purchase price.

ACKNOWLEDGED AND AGREED

Date: _____

Date: _____

Jose E. Mera

Lorena A. Gonzalez

RESOLUTION NO.: 154 - 2020

OF

JULY 13, 2020

A RESOLUTION TO AUTHORIZE THE CONVEYANCE OF REAL PROPERTY KNOWN
AS 234 FIRST STREET (SECTION 22, BLOCK 5, LOT 21) AND
236 FIRST STREET (SECTION 22, BLOCK 5, LOT 22) AT PRIVATE SALE
TO ELLEN DERMODY FOR THE TOTAL AMOUNT OF \$21,000.00

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

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

WHEREAS, the City of Newburgh desires to sell 234 First Street and 236 First Street, being more accurately described as Section 22, Block 5, Lots 21 and 22, respectively, on the official tax map of the City of Newburgh; and

WHEREAS, the prospective buyer has offered to purchase these properties 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 properties 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 October 16, 2020, 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>
234 First Street	22 - 5 - 21	Ellen Dermody	\$10,400.00
236 First Street	22 - 5 - 22		\$10,600.00

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 of Sale

234 First Street, City of Newburgh (22-5-21)

236 First Street, City of Newburgh (22-5-22)

STANDARD TERMS:

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

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

16. The description of the property shall be from the City of Newburgh Tax Map reference or a survey description certified to the City of Newburgh. Any survey description shall be provided to the City Corporation Counsel by the purchaser at least thirty (30) days in advance of closing title and approved by the City's Engineer.
17. By acknowledging and executing these Terms & Conditions, the purchaser certifies that he/she is not representing the former owner(s) of the property against whom City of Newburgh foreclosed and has no intent to defraud City of Newburgh of the unpaid taxes, assessment, penalties and charges which have been levied against the property. The purchaser agrees that neither he/she nor his/her assigns shall convey the property to the former owner(s) against whom City of Newburgh foreclosed within 24 months subsequent to the Closing Deadline date. If such conveyance occurs, purchaser understands that he/she may be found to have committed fraud, and/or intent to defraud, and will be liable for any deficiency between the purchase price at auction and such sums as may be owed to City of Newburgh as related to the foreclosure on the property and consents to immediate judgment by City of Newburgh for said amounts.
18. In the event that Seller engaged the services of a New York State Licensed Real Estate Broker in connection with this sale, Seller shall pay said Broker any commission earned pursuant to a separate agreement between Seller and Broker.

ACKNOWLEDGED AND AGREED

Date: _____

Ellen Dermody

RESOLUTION NO.: 155 - 2020

OF

JULY 13, 2020

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO
AN AGREEMENT WITH THE BOYS AND GIRLS CLUB OF NEWBURGH, INC.
FOR THE MAYOR'S SUMMER YOUTH EMPLOYMENT INITIATIVE
TO PROVIDE WORK FOR CITY OF NEWBURGH YOUTH
DURING THE SUMMER OF 2020**

WHEREAS, the City of Newburgh and the Boys and Girls Club of Newburgh, Inc. have collaborated to offer the Mayor's Summer Youth Employment Initiative for the purpose of providing meaningful work experience for participants; and

WHEREAS, the Mayor's Summer Youth Employment Initiative requires a contract between the City of Newburgh and the Boys and Girls Club of Newburgh, Inc.; and

WHEREAS, funding for the Mayor's Summer Youth Employment Initiative is made possible through an anonymous donor and the Boys and Girls Club, Inc. will be the fiscal agent for the receipt and administration of said funding; and

WHEREAS, this Council finds that entering into the attached agreement with the Boys and Girls Club of Newburgh, Inc. for this purpose is in the best interests of the City of Newburgh;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to execute an agreement with the Boys and Girls Club of Newburgh, Inc. to facilitate and administer the Mayor's Summer Youth Employment Initiative to provide employment for the youth in the City of Newburgh for the Summer of 2020.

AGREEMENT
BETWEEN
BOYS AND GIRLS CLUB OF NEWBURGH, INC.
285 LIBERTY STREET
NEWBURGH, NY 12550
AND
CITY OF NEWBURGH
83 BROADWAY
NEWBURGH, NY 12550

MAYOR'S SUMMER YOUTH EMPLOYMENT INITIATIVE

Boys and Girls Club of Newburgh, Inc. and The City of Newburgh will combine their resources to administer the Mayor's Summer Youth Employment Initiative (the "Program") which will provide summer employment opportunities for City of Newburgh youth funded through a private donation to the Boys and Girls Club of Newburgh, Inc. The Program will begin on or about July 1, 2020 and will terminate on or before August 21, 2020.

Boys and Girls Club of Newburgh, Inc. will:

1. Provide City of Newburgh residents between the ages of 14 to 18 capable of performing outside work (the "participants");
2. Monitor the participants by providing full-time supervisors, age 18 and older, at the worksite (the "supervisors") and ensure that there at least one supervisor for every five participants;
3. Pay the wages to the participants and supervisors and maintain all earnings, social security, and tax records as required; and
4. Maintain workers compensation coverage for the participants.

The City of Newburgh will:

1. Provide jobs and facilitate other projects for the participants; and
2. Maintain sign-in sheets or other attendance records for the participants.

Boys and Girls Club of Newburgh, Inc. and the City of Newburgh will:

1. Comply with all Federal and New York State laws, rules and regulations applicable to the Program described in this Agreement.
2. Agree that no participants or supervisors shall be considered employees of the City of Newburgh for the purposes of the Program described in this Agreement.
3. Provide notification to the other party of any injury and/or accident involving a participant and, for other than injuries and/or accidents, report to the other party any incidents or problems encountered by participants or supervisors and identify any participant who could benefit from special counseling as soon as practicable based on the severity of the incident or problem.

General Provisions:

1. Termination. Either party may terminate this Agreement for cause by providing at least fifteen days' prior written notice to the other party, which notice shall include a list of deficiencies and the opportunity to cure the deficiencies within the fifteen day period.
2. Independent Contractor. Each party shall operate as an independent contractor and agrees that neither party will hold itself out as, nor claim to be officers or employees of the other party, or of any department, agency or unit of the party because of the this Agreement and will not make any claim, demand or application to the other party for any right or privilege applicable to an officer or employee of a party.
3. Subcontracting/Assignment. This Agreement may not be assigned or subcontracted to any other party.
4. Indemnity.
 - a. Boys and Girls Club of Newburgh, Inc. shall and will indemnify and hold harmless the City Of Newburgh, its officers, employees, agents and representatives, from any bodily injury including death, or property damage that shall or may happen to Boys and Girls Club of Newburgh, Inc. and its employees, agents, students and licenses who enter upon the subject premises for any reason except in the event such bodily injury or property damage is caused by the negligence of the City of Newburgh, its agents, servants and employees.
 - b. The City Of Newburgh shall and will indemnify and hold harmless Boys and Girls Club of Newburgh, Inc., and its officers, employees, agents and representatives, from any bodily injury, including death, or property damage that shall or may happen to the City of Newburgh and its employees, agents, students and licensees who enter upon the subject premises for any reason except in the event such bodily injury or property damage is caused by the negligence of Boys and Girls Club of Newburgh, Inc., its agents, servants and employees.
5. New York Law. This Agreement shall be construed under New York law and any and all proceedings brought by either party arising out of or related to this Agreement shall be brought in the New York Supreme Court, Orange County.
6. Modification. This Agreement may not be modified except by a writing subscribed by both parties to this Agreement.
7. Severability. If any part, term, or provision of this Agreement is declared or found to be illegal, unenforceable, or void, then both parties shall be relieved of all obligations arising under such provisions but the remainder of this Agreement shall be interpreted for the purpose of carrying out the intent of the parties in an equitable manner.

Kevin D. White, Executive Director
Boys and Girls Club of Newburgh, Inc.

Joseph P. Donat, City Manager
City of Newburgh
Per Res. No.

RESOLUTION NO.: 156 - 2020

OF

JULY 13, 2020

**A RESOLUTION OPENING A 30-DAY PUBLIC COMMENT PERIOD AND
SCHEDULING A PUBLIC HEARING FOR AUGUST 10, 2020
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 2021**

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

WHEREAS, the City is now preparing a one-year Annual Action Plan for FY 2021 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 August 11, 2020 and closing on September 10, 2020 to receive public comment on the City of Newburgh's proposed actions with respect to the Community Development Block Grant Program for the FY 2021 Annual Action Plan; and

BE IT FURTHER RESOLVED, that due to public health and safety concerns related to COVID-19, the City Council will not meet in-person and in accordance with the Governor's Executive Order 202.1, as amended, the August 10, 2020 City Council meeting will be held via videoconferencing, and a transcript will be provided at a later date. The public will have an opportunity to see and hear the meeting live and provide comments on the proposed CDBG FY2021 Annual Action Plan as follows:

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

To access the City Council Meeting remotely: join from a PC, Mac, iPad, iPhone, or Android device through the Zoom App: https://zoom.us/webinar/register/WN_qpVoIJXOQl6E-tK0yEYtbA. Please note that there is an underscore between the "N" and "q").

In order to provide comments during the hearing you must register in advance for this webinar no later than 4:00 p.m. on Friday, August 7, 2020 through the Zoom App: https://zoom.us/webinar/register/WN_qpVoIJXOQl6E-tK0yEYtbA. Please note that there is an underscore between the “N” and “q”). 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 Friday, August 7, 2020. Please check the meeting Agenda posted on the website for further instructions to access the virtual meeting and for updated information.

RESOLUTION NO.: 157 - 2020

OF

JULY 13, 2020

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO APPLY FOR
A NATIONAL ENDOWMENT FOR THE ARTS GRANTS FOR ARTS PROJECTS
PROGRAM GRANT IN THE AMOUNT OF \$50,000.00 WITH A \$50,000.00 MATCH
TO FUND A NEWBURGH 4-WARD ARTS RALLY**

WHEREAS, the Newburgh Arts and Cultural Commission proposes to apply for a National Endowment for the Arts Grants for Arts Projects grant in the amount of \$50,000.00 to fund a Newburgh 4-Ward Arts Rally; and

WHEREAS, the Newburgh 4-Ward Arts Rally Project is a free arts festival over 4 weekends in the City's 4 wards in the Fall of 2021, which seeks to broaden the local audience for cultural events in a variety of disciplines featuring local, emerging artists; and

WHEREAS, the grant in the amount of \$50,000.00 requires a cash and/or in-kind services match in the amount of \$50,000.00; and

WHEREAS, this Council has determined that applying for said grant is in the best interests of the City of Newburgh and its further development;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to apply for a National Endowment for the Arts Grants for Arts Projects program grant in the amount of \$50,000.00 to fund its Newburgh 4-Ward Arts Rally; and to execute all such further contracts and documentation and take such further actions as may be appropriate and necessary to apply for such grant.

RESOLUTION NO.: 158 - 2020

OF

JULY 13, 2020

**A RESOLUTION AUTHORIZING THE SETTLEMENT OF
LITIGATION REGARDING THE IN REM TAX FORECLOSURE
OF LIENS FOR THE YEAR 2017 RELATIVE TO
353 LIBERTY STREET (SECTION 11, BLOCK 4, LOT 24)**

WHEREAS, The City of Newburgh commenced a proceeding for the foreclosure of certain tax liens, such action being designated as Orange County Index Number 2017-9726; and

WHEREAS, the property owner is prepared to settle such action; and

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

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the Director of Finance and Enforcing Officer be and he is hereby authorized to withdraw the liens on the property located at 353 Liberty Street (Section 11, Block 4, Lot 24), in the City of Newburgh, from the List of Delinquent Taxes, as the sum of Twelve Thousand Six Hundred Ninety-Four and 33/100 dollars (\$12,694.33) representing all past due tax liens, together with all interest and penalties accruing thereon, together with all currently due taxes and charges, including but not limited to all open school taxes, water charges and sewer charges, was tendered in full by certified or bank check on or before July 9, 2020.

RESOLUTION NO.: 159 - 2020

OF

JULY 13, 2020

**A RESOLUTION AUTHORIZING SETTLEMENT OF A WATER BILL
WITH AN OUT-OF-CITY ACCOUNT FOR THE AMOUNT OF
NINE THOUSAND NINE HUNDRED EIGHTY-SEVEN AND 27/100 DOLLARS
(\$9,987.27)**

WHEREAS, William Michalski owned property known as 2 Plank Road in the Town of Newburgh ("Property"); and

WHEREAS, the City of Newburgh provides water services to the Property; and

WHEREAS, William Michalski is now deceased and his son, Steven Michalski, by and through his company, Autumn Sky Development Company, has requested a settlement of the water bill due and owing; and

WHEREAS, the parties have reached an agreement to settle the account for the amount of Nine Thousand Nine Hundred Eighty-Seven and 27/100 dollars (\$9,987.27), and to enter into a Water Service Agreement for the City of Newburgh to continue providing water services to the Property in exchange for a release to resolve all claims among them; and

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

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the City Manager is hereby authorized to settle the outstanding water bill for the Property in the total amount of Nine Thousand Nine Hundred Eighty-Seven and 27/100 dollars (\$9,987.27), and enter into a Water Service Agreement with Autumn Sky Development Company to provide water services to the Property.

CITY OF NEWBURGH
WATER SERVICE AGREEMENT

THIS AGREEMENT, is made this _____ day of _____, 2020 by and between the **City of Newburgh**, a municipal corporation, with an address of 83 Broadway, Newburgh, New York 12550, (hereafter “City”) and **Autumn Sky Development Company**, with an address of P.O. Box 298, New Paltz, New York 12561, (hereafter “Owner”) described herein.

WHEREAS, Owner has applied to the Municipality for connection to the City’s Water System where the cost of connection to the City’s water system and for the provision of water as described herein shall be solely at the expense of the Owner, and this Agreement has been duly authorized by the Owner; and

WHEREAS, the City has determined that entering into this agreement is in the public interest and will not operate to reduce the supply of water so that will be insufficient for the water district or its inhabitants and has been duly authorized by the governing body of the City; and

WHEREAS, the Owner identified above covenants and represents that it is the sole owner of the Property known as **2 Plank Road, Newburgh, New York 12550 (SBL: 84-4-24)** (hereinafter “Property”);

WHEREAS, Owner is desirous of entering into an agreement with the City, and to have Owner’s property receive water from the City’s water system; and

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

1. **Recitals Incorporated.** All of the “Whereas” clauses shall be incorporated into this agreement and shall have full force and effect as if they were recited herein.
2. **Statement of Use.** The City agrees to permit the building(s) located on the Property to obtain water from the City’s water system for residential use only upon the terms and conditions set forth in this Agreement and in compliance with the City’s Code of Ordinances and any other applicable law(s) of the State of New York, or any political subdivision thereof. *Any change in building, use or owner shall immediately void this agreement and subject the Owner and/or the Property to the penalties enumerated herein, including but not limited to, termination of water services to the Property.*
3. **Improvements Required for Connection.** If any capital improvements to the City water system are necessary in order to permit connection, Owner is responsible for the design, installation, and maintenance of such improvements at its expense. All such improvements must be designed by a New York State licensed engineer at the expense of the Owner. All plans and specifications must be approved by the City Engineer. All work must be performed by a licensed City plumber. All completed work must be inspected by the City Engineer prior to hookup. Owner must make payment for all such capital costs prior to hookup. Prior to commencing work, Owner’s contractor must provide to the City evidence of statutory worker’s

compensation insurance and a certificate of liability insurance for not less than \$1,000,000 naming the City as additional insured.

4. **Connection.** Upon payment of any applicable connection fee to the City Clerk, the City agrees to permit the Owner, at the Owner's expense, to connect a water service pipe from their Property to the water service pipe and curb valve at a connection point approved by the City's Water Superintendent. The installation shall be inspected and approved by the Water Superintendent prior to delivery of potable water to the property. All work for the Owner must be performed by a licensed City plumber. The Owner shall be responsible for the design, installation and maintenance of any improvements described in this paragraph.
5. **Water Meter.** Prior to hookup, the City shall provide the required water meter to be installed. The costs of the water meter and installation of the water meter shall be borne by the Owner. **Owner agrees to allow City staff access to its property on a regular basis for the purpose of recording water consumption as recorded on the meter, for billing purposes, and from time to time for inspection, maintenance, and/or replacement of the meter.** Owner is responsible for any necessary repair or replacement of the meter within thirty (30) days of written notice to the Owner from the City.
6. **Capital Costs at Hookup.** If necessary, the Owner shall be responsible for any capital improvement costs deemed necessary by the City for water services to be provided to the Property.
7. **Future Capital Costs.** The City, from time to time, may be required to make additional improvements in order to maintain potable water service to the City water system or the Property. Owner hereby agrees that if the City must incur any additional costs for such capital improvements, the Owner shall be responsible for paying its allocable share of such costs, the final cost of which shall be determined by the City. The City agrees to provide written notice, to the address(es) provided for herein, to the Owner of such required capital costs, and the Owner shall have the option of terminating this Agreement by providing written notice to the Municipality within thirty (30) days after the mailing of said notice by the Municipality to the Owner.
8. **Tenant Status.** It is agreed and understood that the status of the Owner during the term of this Agreement is as an out-of-district user and tenant of the City's water system and that this Agreement confers no rights or status as an owner of property within the City.
9. **No Resale or Reuse of Water.** Owner acknowledges that the water provided pursuant to this Agreement is for use for customary residential purposes only. No other property or use may be supplied with the water by the Owner.
10. **Rules and Regulations.** All City water system use and connections are subject to applicable laws, rules and regulations in effect from time to time, including without limitation Chapter 293 of the City Code. The Owner further acknowledges that the City from time to time adopts rules and regulations for the City water system and agrees that the Owner shall be bound and in compliance with such rules and regulations throughout the term of this Agreement.

11. **Interruptions in Service.** The Owner acknowledges that there may be interruptions in service because of occurrences outside of the reasonable control of the Municipality or because of routine maintenance or an emergency. The Municipality reserves the right to suspend or discontinue service without notice to the Owner under all of these circumstances.
12. **Term.** The term of this Agreement shall be from the date of this Agreement until the end of the calendar year and shall be automatically renewed annually for successive one year periods thereafter unless terminated by the Municipality or the Owner, in writing, pursuant to the terms of this Agreement.
13. **Termination by City.** The City may terminate this Agreement under the following circumstances:
- a. The City may give notice of nonrenewal at the end of the then current term upon 60 days written notice.
 - b. If the Owner is in default of any provision, as determined by the City, provided that the City gives thirty (30) days written notice to the Owner and the Owner fails to correct the default within such thirty (30) day period for any reason.
 - c. If the Owner tampers, or allows tampering, with a meter, backflow preventer, water line connection, or water line.
 - d. Upon sale or transfer of the City's water system, by providing thirty (30) days written notice to the Owner.
 - e. By providing thirty (30) days written notice the Owner if it determines that there is insufficient water to supply the City's needs, or if it determines that a change in law or regulation or judicial decision or interpretation thereof would result in significant additional improvements being required in order to provide potable water to the Property.
14. **Termination by Owner/Sole Remedy.** The Owner shall have the option to terminate this Agreement upon thirty (30) days written notice to the City. Termination shall be effective upon removal of the meter by the Owner and disconnection of service inside the Building on the Property at the Owner's expense. Such removal and disconnection must be inspected and approved by the Water Superintendent. There shall be no refund due to the Owner of any payment for capital improvements made by the Owner pursuant to this Agreement.
15. **Successors in Interest.** This Agreement shall be for the benefit of the Owner and any successive or future owner of the Property during the term of this Agreement, provided that within thirty (30) days of the sale of the Property, Owner shall notify the City in writing of the name and address of the purchaser. Owner acknowledges that it remains responsible for the payment of all amounts due under this Agreement whether or not the Owner occupies and/or owns the Property.
16. **Indemnification and Hold Harmless.** Owner agrees to indemnify and hold harmless the City and its agents, contractors, officers and employees against and from all expenses, losses, claims, liabilities, fines and penalties, including attorneys fees, of any nature incurred by reason of Owner's failure to comply with any provision of this Agreement or for damages to property or injuries to any persons arising out of the Owner's use of the services purchased under this Agreement or related to the performance of this Agreement. Nothing in this Agreement shall

be deemed to make any employees, agents or contractors of Owner the employees, agents or contractors of the City.

17. **Representations.** Owner covenants and represents that it is the sole owner of the Property and that the information submitted to the City is complete and correct. Owner acknowledges that it has made its own investigation into the adequacy and sufficiency of the service to be provided hereunder and that it has not relied upon any representations by the City or its agents, contractors, officers or employees.
18. **Notices.** Any notice to the City shall be in writing and sent by first class mail, postage prepaid, addressed as follows:

Newburgh City Clerk
83 Broadway, City Hall
Newburgh, NY 12550

with copies to:

Newburgh City Water Superintendent
493 Little Britain Road
Newburgh, NY 12550

Office of the Corporation Counsel
83 Broadway, 2nd Floor
Newburgh, NY 12550

All notices to the Owner shall be in writing and sent by first class mail, postage prepaid, addressed to the Owner at the address set forth on the first page of this Agreement.

Such addresses may be changed by notice to the other parties given as provided in this section.

19. **Modification.** This Agreement may be modified only by written agreement signed by the City and Owner.

[The remainder of this page intentionally left blank.]

Signature Page

Water Service Agreement, City of Newburgh with Steven Michalsi
2 Plank Road, Newburgh, New York

This Agreement is entered into as of this ____ day of _____, 2020.

PROPERTY OWNER

Autumn Sky Development Company
By: Steven Michalski

CITY OF NEWBURGH

Joseph P. Donat
City Manager

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

On the ____ day of _____, in the year 2020, before me personally appeared **Steven Michalski**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or person upon behalf of which the individual acted, executed the instrument.

NOTARY PUBLIC

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

On the ____ day of _____, in the year 2020, before me personally appeared **Joseph P. Donat**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or person upon behalf of which the individual acted, executed the instrument.

NOTARY PUBLIC

RESOLUTION NO.: 160 - 2020

OF

JULY 13, 2020

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A PAYMENT
OF CLAIM WITH CARLA D. JOHNSON IN THE AMOUNT OF \$2,675.00**

WHEREAS, Carla D. Johnson brought a claim against the City of Newburgh; and

WHEREAS, the parties have reached an agreement for the payment of the claim in the amount of Two Thousand Six Hundred Seventy-Five and 00/100 Dollars (\$2,675.00) in exchange for a release to resolve all claims among them; and

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

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the City Manager is hereby authorized to settle the claim of Carla D. Johnson in the total amount of Two Thousand Six Hundred Seventy-Five and 00/100 Dollars (\$2,675.00) and that the City Manager be and he hereby is authorized to execute documents as the Corporation Counsel may require to effectuate the settlement as herein described.

RESOLUTION NO.: 161 - 2020

OF

JULY 13, 2020

A RESOLUTION AUTHORIZING THE SETTLEMENT OF
LITIGATION REGARDING THE IN REM TAX FORECLOSURE
OF LIENS FOR THE YEAR 2017 RELATIVE TO
146 JOHNSTON STREET (SECTION 18, BLOCK 3, LOT 42)

WHEREAS, The City of Newburgh commenced a proceeding for the foreclosure of certain tax liens, such action being designated as Orange County Index Number 2017-9726; and

WHEREAS, the attorney for the property owner has advised the City that she is prepared to settle such action; and

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

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the Director of Finance and Enforcing Officer be and he is hereby authorized to withdraw the liens on the property located at 146 Johnston Street (Section 18, Block 3, Lot 42), in the City of Newburgh, from the List of Delinquent Taxes, as the sum of Twenty-Nine Thousand Thirty and 50/100 dollars (\$29,030.50) representing all past due tax liens, together with all interest and penalties accruing thereon, together with all currently due taxes and charges, including but not limited to all open school taxes, water charges and sewer charges, was tendered in full by certified or bank check on or before June 15, 2020.

RESOLUTION NO.: 162 -2020

OF

JULY 13, 2020

**A RESOLUTION AMENDING THE 2020 PERSONNEL ANALYSIS BOOK
TO ADD A FULL-TIME DEPUTY POLICE CHIEF IN THE POLICE DEPARTMENT**

WHEREAS, it has become necessary to restore the position of full-time Deputy Police Chief in the Police Department; and

WHEREAS, the City Council has determined that restoring a full-time Deputy Police Chief position in the Police Department will promote continuity in leadership and efficiency within the Department; the same being in the best interests of the City of Newburgh; and

WHEREAS, restoring a full-time Deputy Police Chief position in the Police Department requires the amendment of the City of Newburgh Adopted Personnel Analysis Book;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the Personnel Analysis Book for 2020 be and is hereby amended to add a full-time Deputy Police Chief position in the Police Department.

RESOLUTION NO.: 163 - 2020

OF

JULY 13, 2020

**A RESOLUTION AUTHORIZING AN AGREEMENT BETWEEN
THE CITY OF NEWBURGH AND ROBERT MCLYMORE FOR
PROFESSIONAL CONSULTING SERVICES TO THE POLICE DEPARTMENT IN THE
AREA OF POLICE DEPARTMENT REVIEW, REFORM AND COMMUNITY RELATIONS**

WHEREAS, by Executive Order No. 203, Governor Andrew M. Cuomo has ordered local governments with police agencies to perform a comprehensive review of current deployments, strategies, policies, procedures and practices and develop a plan for improvement which addresses the particular needs of the community served to promote community engagement and to address any racial bias and disproportional policing of communities of color; and

WHEREAS, the City of Newburgh wishes to enter into the attached agreement with Robert McLymore to provide assistance to the City of Newburgh Police Department to address the requirements of Executive Order No. 203 in the areas of review, reform and community relations in the form of consulting services; and

WHEREAS, the cost of these services will not exceed \$45,000.00 for a term of one-year; and

WHEREAS, this Council has determined that entering into this agreement is in the best interests of the City of Newburgh;

NOW, THEREFORE BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to enter into the agreement with Robert McLymore, in substantially the same form as annexed hereto with any other provision that Counsel may require, for a one-year term at cost not to exceed \$45,000.00 for consulting services in the area of Police Department review, reform and community relations.

AGREEMENT FOR VENDOR SERVICES

THIS AGREEMENT is entered into as of this _____ day of _____, 2020, by and between the **CITY OF NEWBURGH**, a municipal corporation chartered under the authority of the State of New York, hereinafter referred to as the “**CITY**,” with principal offices at 83 Broadway, City Hall, Newburgh, New York 12550; and **ROBERT MCCLYMORE**, an individual with principal offices at _____, Newburgh, New York 12550 hereinafter referred to as “**VENDOR**.”

ARTICLE 1. SCOPE OF WORK

VENDOR agrees to perform the SERVICES and identified in Schedule A, (the “SERVICES”) which is attached to, and is part of this Agreement. VENDOR agrees to perform the SERVICES in accordance with the terms and conditions of this Agreement. It is specifically agreed that the CITY will not compensate VENDOR for any SERVICES provided outside those specifically identified in Schedule A, without prior authorization, evidenced only by a written Addendum to this Agreement executed by the City Manager of the CITY after consultation with the City Department Head responsible for the oversight of this Agreement (hereinafter “Department Head”).

Any and all reports, documents, charts, graphs, maps, designs, images, photographs, computer programs and software, artwork, creative works, compositions, and the rights to employ, publish, disseminate, amend or otherwise use same, and/or any other intellectual property to be provided by VENDOR to CITY under the terms of this Agreement shall become the property of the CITY, unless otherwise provided for by the parties. As such, CITY, in its sole discretion, shall have the right to use, copy, disseminate and otherwise employ or dispose of such material in any manner as it may decide with no duty of compensation or liability therefore to VENDOR or to third parties. VENDOR shall have the affirmative obligation to notify CITY in a timely fashion of any and all limitations, restrictions or proprietary rights to such intellectual property and/or materials which may be applicable which would have the effect of

restricting or limiting the exercise of the CITY’s rights regarding same. VENDOR agrees to defend, indemnify and hold harmless the CITY for failing to notify CITY of same.

ARTICLE 2. TERM OF AGREEMENT

VENDOR agrees to perform the SERVICES and/or supply goods beginning August 1, 2020, and ending July 31, 2021.

ARTICLE 3. COMPENSATION

For satisfactory performance of the SERVICES or, as such SERVICES or goods may be modified by mutual written agreement, the CITY agrees to compensate VENDOR in accordance with the fees and expenses as stated in Schedule B, which is attached to and is part of this Agreement. VENDOR SHALL submit to the CITY an itemized invoice for SERVICES rendered every two weeks, as set forth in Schedule B, and prepared in such form and supported by such documents as the CITY may reasonably require. The CITY will pay the proper amounts due VENDOR within two (2) weeks after commencement of this Agreement, provided the CITY receives Claimant’s Certification form. If the Claimant’s Certification form is objectionable, the CITY will notify VENDOR, in writing, of the CITY’S reasons for objecting to all or any portion of the invoice submitted by VENDOR.

A not-to-exceed cost of \$45,000.00 has been established for the scope of SERVICES rendered by VENDOR. Costs in excess of such not-to-exceed cost, if any, may not be

incurred without prior written authorization of the City Manager of the CITY, evidenced only by an Addendum to this Agreement, after consultation with the Department Head. It is specifically agreed to by VENDOR that the CITY will not be responsible for any additional cost or costs in excess of the above noted not-to-exceed cost if the CITY'S authorization by the City Manager is not given in writing prior to the performance of the SERVICES giving rise to such excess or additional costs.

Any bills or invoices sent by VENDOR to the CITY more than one (1) year and fourteen (14) days after services which are the subject of such billing have been rendered shall not be paid by the CITY and the CITY shall have no liability therefor.

ARTICLE 4. EXECUTORY CLAUSE

The CITY shall have no liability under this Agreement to VENDOR or to anyone else beyond funds appropriated and available for this Agreement.

ARTICLE 5. PROCUREMENT OF AGREEMENT

VENDOR represents and warrants that no person or selling agency has been employed or retained by VENDOR to solicit or secure this Agreement upon an agreement or upon an understanding for a commission, percentage, a brokerage fee, contingent fee or any other compensation. VENDOR further represents and warrants that no payment, gift or thing of value has been made, given or promised to obtain this or any other agreement between the parties. VENDOR makes such representations and warranties to induce the CITY to enter into this Agreement and the CITY relies upon such representations and warranties in the execution hereof.

For a breach or violation of such representations or warranties, the CITY shall have the right to annul this Agreement without liability, entitling the CITY to recover all monies paid hereunder and VENDOR shall not make claim or be

entitled to recover, any sum or sums otherwise due under this Agreement. This remedy, if effected, shall not constitute the sole remedy afforded the CITY for such falsity or breach, nor shall it constitute a waiver of the CITY'S right to claim damages or otherwise refuse payment or to take any other action provided for by law or pursuant to this Agreement.

ARTICLE 6. CONFLICT OF INTEREST

VENDOR represents and warrants that neither it nor any of its directors, officers, members, partners or employees, have any interest nor shall they acquire any interest, directly or indirectly which would or may conflict in any manner or degree with the performance or rendering of the SERVICES herein provided. VENDOR further represents and warrants that in the performance of this Agreement, no person having such interest or possible interest shall be employed by it and that no elected official or other officer or employee of the CITY, nor any person whose salary is payable, in whole or in part, by the CITY, or any corporation, partnership or association in which such official, officer or employee is directly or indirectly interested shall have any such interest, direct or indirect, in this Agreement or in the proceeds thereof, unless such person submits a letter disclosing such an interest, or the appearance or potential of same, to the City Manager and a copy to the Corporation Counsel of the CITY in advance of the negotiation and execution of this Agreement.

For failure to submit such letter of disclosure, or for a breach or violation of such representations or warranties, the CITY shall have the right to annul this Agreement without liability, entitling the CITY to recover all monies paid hereunder and VENDOR shall not make claim for, or be entitled to recover, any sum or sums otherwise due under this Agreement. This remedy, if elected, shall not constitute the sole remedy afforded the CITY for such falsity or breach, nor shall it constitute a waiver of the CITY'S right to claim damages or otherwise refuse payment to or to take any

other action provided for by law, in equity or pursuant to this Agreement.

ARTICLE 7. FAIR PRACTICES

VENDOR and each person signing on behalf of the VENDOR represents, warrants and certifies under penalty of perjury, that to the best of their knowledge and belief:

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

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

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

The fact that VENDOR (i) has published price lists, rates, or tariffs covering items being procured, (ii) has informed prospective customers of proposed or pending publication of new or revised price lists for such items, or (iii) has provided the same items to the other customers at the same prices being bid or quoted does not constitute, without more, a disclosure within the meaning of this Article.

ARTICLE 8. INDEPENDENT CONTRACTOR

In performing the SERVICES and incurring expenses under this Agreement, VENDOR shall operate as, and have the status of, an independent contractor and shall not act as

agent, or be an agent, of the CITY. As an independent contractor, VENDOR shall be solely responsible for determining the means and methods of performing the SERVICES and shall have complete charge and responsibility for VENDOR'S personnel engaged in the performance of the same.

In accordance with such status as independent contractor, VENDOR covenants and agrees that neither it nor its employees or agents will hold themselves out as, nor claim to be officers or employees of the CITY, or of any department, agency or unit thereof by reason hereof, and that they will not, by reason hereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the CITY including, but not limited to, Worker's Compensation coverage, health coverage, Unemployment Insurance Benefits, Social Security coverage or employee retirement membership or credit.

ARTICLE 9. ASSIGNMENT AND SUBCONTRACTING

VENDOR shall not assign any of its rights, interest or obligations under this Agreement, or subcontract any of the SERVICES to be performed by it under this Agreement, without the prior express written consent of the City Manager of the CITY. Any such subcontract, assignment, transfer, conveyance, or other disposition without such prior consent shall be void and any SERVICES provided thereunder will not be compensated. Any subcontract or assignment properly consented to by the CITY shall be subject to all of the terms and conditions of this Agreement.

Failure of VENDOR to obtain any required consent to any assignment, shall be grounds for termination for cause, at the option of the CITY and if so terminated, the CITY shall thereupon be relieved and discharged from any further liability and obligation to VENDOR, its assignees or transferees, and all monies that may become due under this Agreement shall be forfeited to the CITY except so much thereof as may be necessary

to pay VENDOR'S employees for past service.

The provisions of this clause shall not hinder, prevent, or affect any assignment by VENDOR for the benefit of its creditors made pursuant to the laws of the State of New York.

This agreement may be assigned by the CITY to any corporation, agency, municipality or instrumentality having authority to accept such assignment.

ARTICLE 10. BOOKS AND RECORDS

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

ARTICLE 11. RETENTION OF RECORDS

VENDOR agrees to retain all books, records and other documents relevant to this Agreement for six (6) years after the final payment or termination of this Agreement, whichever later occurs. CITY, or any State and/or Federal auditors, and any other persons duly authorized by the CITY, shall have full access and the right to examine any of said materials during said period.

ARTICLE 12. AUDIT BY THE CITY AND OTHERS

All Claimant Certification forms or invoices presented for payment to be made hereunder, and the books, records and accounts upon which said Claimant's Certification forms or invoices are based are subject to audit by the CITY. VENDOR shall submit any and all documentation and justification in support of expenditures or fees under this Agreement as may be required by the CITY so that it may evaluate the reasonableness of the charges, and VENDOR shall make its records available to the CITY upon request. All books,

Claimant's Certification forms, records, reports, cancelled checks and any and all similar material may be subject to periodic inspection, review and audit by the CITY, the State of New York, the federal government, and/or other persons duly authorized by the CITY. Such audits may include examination and review of the source and application of all funds whether from the CITY, State, the federal government, private sources or otherwise. VENDOR shall not be entitled to any interim or final payment under this Agreement if any audit requirements and/or requests have not been satisfactorily met.

ARTICLE 13. INSURANCE

For all of the SERVICES set forth herein and as hereinafter amended, VENDOR shall maintain or cause to be maintained, in full force and effect during the term of this Agreement, at its expense, insurance as may be required by law. Such policies are to be in the broadest form available on usual commercial terms and shall be written by insurers of recognized financial standing satisfactory to the CITY who have been fully informed as to the nature of the SERVICES to be performed. Where applicable, the CITY shall be an additional insured on all such policies with the understanding that any obligations imposed upon the insured (including, without limitation, the liability to pay premiums) shall be the sole obligation of VENDOR and not those of the CITY. Notwithstanding anything to the contrary in this Agreement, VENDOR irrevocably waives all claims against the CITY for all losses, damages, claims or expenses resulting from risks commercially insurable under this insurance described in this Article 13. The provisions of insurance by VENDOR shall not in any way limit VENDOR'S liability under this Agreement.

When applicable, VENDOR shall attach to this Agreement certificates of insurance evidencing VENDOR'S compliance with the following requirements:

Each policy of insurance shall contain clauses to the effect that (i) such insurance shall be

primary without right of contribution of any other insurance carried by or on behalf of the CITY with respect to its interests, (ii) it shall not be cancelled, including, without limitation, for non-payment of premium, or materially amended, without fifteen (15) days prior written notice to the CITY, directed to the City Manager, the Corporation Counsel and to the Department Head and the CITY shall have the option to pay any necessary premiums to keep such insurance in effect and charge the cost back to VENDOR.

To the extent it is commercially available, each policy of insurance shall be provided on an "occurrence" basis. If any insurance is not so commercially available on an "occurrence" basis, it shall be provided on a "claims made" basis, and all such "claims made" policies shall provide that:

A. Policy retroactive dates coincide with or precede VENDOR'S start of the performance of this Agreement (including subsequent policies purchased as renewals or replacements);

B. VENDOR will maintain similar insurance for at least six (6) years following final acceptance of the SERVICES;

C. If the insurance is terminated for any reason, VENDOR agrees to purchase an unlimited extended reporting provision to report claims arising from the SERVICES performed or goods provided for the CITY; and

D. Immediate notice shall be given to the CITY through the City Manager of circumstances or incidents that might give rise to future claims with respect to the SERVICES performed under this Agreement.

ARTICLE 14. INDEMNIFICATION

VENDOR agrees to defend, indemnify and hold harmless the CITY, including its officials, employees and agents, against all claims, losses, damages, liabilities, costs or expenses (including, without limitation, reasonable attorney fees and costs of

litigation and/or settlement), whether incurred as a result of a claim by a third party or any other person or entity, arising out of the SERVICES performed pursuant to this Agreement which the CITY or its officials, employees or agents, may suffer by reason of any negligence, fault, act or omission of VENDOR, its employees, representatives, subcontractors, assignees, or agents.

In the event that any claim is made or any action is brought against the CITY arising out of the negligence, fault, act, or omission of an employee, representative, subcontractor, assignee, or agent of VENDOR either within or without the scope of his respective employment, representation, subcontract, assignment or agency, or arising out of VENDOR'S negligence, fault, act or omission, then the CITY shall have the right to withhold further payments hereunder for the purpose of set-off of sufficient sums to cover the said claim or action. The rights and remedies of the CITY provided for in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or this Agreement.

ARTICLE 15. PROTECTION OF CITY PROPERTY

VENDOR assumes the risk of and shall be responsible for, any loss or damage to CITY property, including property and equipment leased by the CITY, used in the performance of this Agreement and caused, either directly or indirectly by the acts, conduct, omissions or lack of good faith of VENDOR, its officers, directors, members, partners, employees, representatives or assignees, or any person, firm, company, agent or others engaged by VENDOR as an expert consultant specialist or subcontractor hereunder.

In the event that any such CITY property is lost or damaged, except for normal wear and tear, then the CITY shall have the right to withhold further payments hereunder for the purposes of set-off in sufficient sums to cover such loss or damage.

VENDOR agrees to defend, indemnify and hold the CITY harmless from any and all liability or claim for loss, cost, damage or expense (including, without limitation, reasonable attorney fees and costs of litigation and/or settlement) due to any such loss or damage to any such CITY property described in this Article.

The rights and remedies of the CITY provided herein shall not be exclusive and are in addition to any other rights and remedies provided by law or by this Agreement.

ARTICLE 16. CONFIDENTIAL INFORMATION

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

ARTICLE 17. TERMINATION

The CITY may, by written notice to VENDOR effective upon mailing, terminate this Agreement in whole or in part at any time (i) for CITY'S convenience, (ii) upon the failure of VENDOR to comply with any of the terms or conditions of this agreement, or (iii) upon the VENDOR becoming insolvent or bankrupt.

Upon termination of this Agreement, the VENDOR shall comply with any and all CITY closeout procedures, including, but not limited to:

A. Accounting for and refunding to the CITY within thirty (30) days, any unexpended funds which have been paid to VENDOR pursuant to this Agreement; and

B. Furnishing within thirty (30) days an inventory to the CITY of all equipment, appurtenances and property purchased by VENDOR through or provided under this Agreement, and carrying out any CITY directive concerning the disposition thereof.

In the event the CITY terminates this Agreement in whole or in part, as provided in this Article, the CITY may procure, upon such terms and in such manner as deemed appropriate, SERVICES similar to those so terminated, and the VENDOR shall continue the performance of this Agreement to the extent not terminated hereby. If this Agreement is terminated in whole or in part for other than the convenience of the CITY, any SERVICES or goods procured by the CITY to complete the SERVICES herein will be charged to VENDOR and/or set-off against any sums due VENDOR.

Notwithstanding any other provision of this Agreement, VENDOR shall not be relieved of liability to the CITY for damages sustained by the CITY by virtue of VENDOR'S breach of the Agreement or failure to perform in accordance with applicable standards, and the CITY may withhold payments to VENDOR for the purposes of set-off until such time as the exact amount of damages due to the CITY from VENDOR is determined.

The rights and remedies of the CITY provided herein shall not be exclusive and are in addition to any other rights and remedies provided by law or this Agreement.

ARTICLE 18. GENERAL RELEASE

The acceptance by VENDOR or its assignees of the final payment under this Agreement, whether by Claimant's Certification form, judgment of any court of competent jurisdiction, or administrative means shall constitute and operate as a general release to

the CITY from any and all claims of VENDOR arising out of the performance of this Agreement.

ARTICLE 19. SET-OFF RIGHTS

The CITY shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but are not limited to, the CITY'S right to withhold for the purposes of set-off any monies otherwise due VENDOR (i) under this Agreement, (ii) under any other agreement or contract with the CITY, including any agreement or contract for a term commencing prior to or after the term of this Agreement, (iii) from the CITY by operation of law, the CITY also has the right to withhold any monies otherwise due under this Agreement for the purposes of set-off as to any amounts due and owing to the CITY for any reason whatsoever including, without limitation, tax delinquencies, fee delinquencies or monetary penalties or interest relative thereto.

ARTICLE 20. NO ARBITRATION

Any and all disputes involving this Agreement, including the breach or alleged breach thereof, may not be submitted to arbitration unless specifically agreed thereto in writing by the City Manager of the CITY, but must instead only be heard in the Supreme Court of the State of New York, with venue in Orange County or if appropriate, in the Federal District Court with venue in the Southern District of New York, White Plains division.

ARTICLE 21. GOVERNING LAW

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

ARTICLE 22. CURRENT OR FORMER CITY EMPLOYEES

VENDOR represents and warrants that it shall not retain the SERVICES of any CITY employee or former CITY employee in connection with this Agreement or any other agreement that said VENDOR has or may have with the CITY without the express written permission of the CITY. This limitation period covers the preceding three (3) years or longer if the CITY employee or former CITY employee has or may have an actual or perceived conflict of interests due to their position with the CITY.

For a breach or violation of such representations or warranties, the CITY shall have the right to annul this Agreement without liability, entitling the CITY to recover all monies paid hereunder and VENDOR shall not make claim for or be entitled to recover, any sum or sums otherwise due under this Agreement. This remedy, if effected, shall not constitute the sole remedy afforded the CITY for such falsity or breach, nor shall it constitute a waiver of the CITY'S right to claim damages or otherwise refuse payment or to take any other action provided for by law or pursuant to this Agreement.

ARTICLE 23. ENTIRE AGREEMENT

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

ARTICLE 24. MODIFICATION

No changes, amendments or modifications of any of the terms and/or conditions of this Agreement shall be valid unless reduced to writing and signed by the party to be bound. Changes in the scope of SERVICES in this Agreement shall not be binding, and no payment shall be due in connection therewith, unless prior to the performance of any such SERVICES, the City Manager of the CITY, after consultation with the

Department Head and Corporation Counsel, executes an Addendum to this Agreement, which Addendum shall specifically set forth the scope of such extra or additional SERVICES and the amount of compensation and the extension of the time for performance, if any, for any such SERVICES. Unless otherwise specifically

provided for therein, the provisions of this Agreement shall apply with full force and effect to the terms and conditions contained in such Addendum.

IN WITNESS THEREOF, the parties hereto have executed this Agreement as of the date set forth above.

THE CITY OF NEWBURGH

VENDOR

BY: _____

BY: _____

CITY MANAGER

NAME:

TITLE:

DATE: _____

DATE: _____

APPROVED AS TO FORM:

Michelle Kelson
Corporation Counsel

Todd Venning
City Comptroller

SCHEDULE A

SCOPE OF SERVICES

OBJECTIVE:

To work with the City of Newburgh to oversee law enforcement reform initiatives and community relations. Report directly to the City Manager and work in close collaboration with the Chief of Police.

SCOPE OF WORK:

One of the main roles of Senior Advisor to the City of Newburgh is to interact and collaborate with the community served. Incumbent will work with local organizations, leaders and ordinary citizens to create and maintain relationships between the City of Newburgh, its Police Department, and the community served by both. In doing so, Senior Advisor will work side by side with community groups to address specific problems and/or work toward specific goals listed below.

Community Relations

- Establish contacts and interacts effectively with external agencies, government officials, the community, and internal staff.
- Conduct logistics in organizing educational and informational programs to stimulate participation in mentoring and prevention activities concerning crime, specifically drugs, violence, gangs, and other public safety-related concerns.

Police Department Review/Oversight

- Conduct short and long term research projects concerning various aspects of police reform, including overseeing the implementation of NYS Executive Order 203, and any subsequent order related to Police Department operations.
- Coordinate, implement, and direct the Police Community Relations and Review Board and other targeted strategic community outreach.
- Serve as liaison with NPD on investigations and establish benchmarks and deliverables based on investigation findings.
- Serve as key advisor on police reform measures determined in conjunction with the State of New York and the best interest of the City of Newburgh.
- Other duties as assigned.

SCHEDULE B

FEES AND EXPENSES

The Vendor, for services defined in Schedule “A”, will be compensated in bi-weekly instalments at a cost of \$45,000 for one year. Initial payment will be made on or about August 14, 2020, with subsequent payments made every other week until final payment is issued approximately two weeks following the expiration or termination of this Agreement.

LOCAL LAW NO.: 2 - 2020

OF

JULY 13, 2020

**A LOCAL LAW ADDING SECTION 80-3 ENTITLED
“IDENTIFICATION OF POLICE OFFICERS”
TO CHAPTER 80 OF THE CODE OF ORDINANCES OF THE CITY OF NEWBURGH**

BE IT ENACTED, by the Council of the City of Newburgh, New York that Section 80-3 entitled “Identification of Police Officers” be and is hereby added to Chapter 80 of the Code of Ordinances and enacted as follows:

SECTION 1 - TITLE

This Local Law shall be referred to as “A Local Law adding Section 80-3 entitled ‘Identification of Police Officers’ to Chapter 80 of the Code of Ordinances of the City of Newburgh”.

SECTION 2 - AMENDMENT

The Code of Ordinances of the City of Newburgh is hereby amended to enact new Section 80-3 to Chapter 80 entitled “Identification of Police Officers” to read as follows:

§ 80-3 Identification of Police Officers

- A. Legislative findings, intent and purpose. The City Council of the City of Newburgh finds that the people of the City of Newburgh are in great debt to the hard work and dedication of police officers in their daily duties. The Council further finds that mistrust of law enforcement officers based on real or perceived discrimination hinders law enforcement efforts and is a threat to public safety. The City of Newburgh Police Department policy already requires that officers provide their name and/or badge number to any individual that requests the information. By requiring police officers to provide the public with identifying information, offering a contact card, and notice of the reasons for their encounters with the police will increase transparency in police practices and to build trust between police officers and members of the public.
- B. Definitions. As used in this section, the following terms have the following meanings:

DEPARTMENT means the City of Newburgh Police Department.

LAW ENFORCEMENT ACTIVITY means any of the following activities when conducted by an officer:

1. Noncustodial questioning of individuals;
2. Stops where an officer has an individualized, reasonable suspicion that the person stopped has committed, is committing, or is about to commit a crime and where a reasonable person would not feel free to end the encounter at will;
3. Frisks;
4. Searches of persons, property, or possessions, including but not limited to searches of homes and vehicles;
5. Traffic stops;
6. Roadblock or checkpoint stops; and
7. Investigatory questioning of victims of or witnesses to crimes.

NON-CUSTODIAL QUESTIONING means the questioning of an individual during an investigation where such individual has not been detained and is free to end the encounter at will.

OFFICER means a sworn police officer of the City of Newburgh Police Department.

C. Upon initiation of a law enforcement activity, an officer shall:

1. Identify himself or herself to the person who is the subject of such law enforcement activity by providing his or her full name, rank and command;
2. Provide to such person an explanation of the reason for such law enforcement activity; and

D. At the conclusion of a law enforcement activity that does not result in an arrest or ticket, the officer shall offer to such person, the officer's business card.

E. An officer shall not be required to comply with this section where such officer is engaged in an approved under cover activity or operation, and the law enforcement activity is taken pursuant to such undercover activity or operation.

F. Any business cards used by an officer to identify himself or herself to a person who is the subject of a law enforcement activity shall be pre-printed and include, at a minimum:

1. The name, rank, badge number and police department of the officer; and
2. Information on how the subject of the law enforcement activity may submit comments or complaints about the encounter, including the telephone numbers and website addresses of the City of Newburgh Police Community Relations and Review Board.

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 Code of Ordinances of the City of Newburgh; that the sections and subsections of this Local Law may be re-numbered and/or re-lettered by the codifier to accomplish such intention; that the term "Local Law" shall be changed to "Chapter", "Section", or other appropriate word as required for codification; and that any such rearranging of the numbering and/or lettering and editing shall not affect the validity of this Local Law or the provisions of the Code of Ordinances 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.

SECTION 7 - EFFECTIVE DATE

This Local Law and shall be effective ninety (90) days from the date of enactment and 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.