

Regular Meeting - City of Port Jervis Common Council :

A regular meeting of the City of Port Jervis Common Council was held in the Council Chambers at 20 Hammond Street, Port Jervis, New York on Monday July 24, 2023, at 6:30 p.m.

Attendance-

Regis Foster	1st Ward	Present
Elizabeth Miller	1st Ward	Present
Maria Mann	2nd Ward	Present
Misty Fuller	2nd Ward	Present
Denis Livingston	3rd Ward	Present
Vacant		
Timothy Simmons	4th Ward	Present
Melissa Newhauser	4th Ward	Present
Stanley Siegel	Councilman-At-Large	Absent
Mayor Decker	Mayor	Present

Also present :

City Clerk-Treasurer Laura Quick, Corporation Counsel William Frank, Esq, Carole Gallagher, ESQ
The meeting opened at 6:30 pm by Mayor Decker.

Pledge of Allegiance-

Mayor Decker led all present in the Pledge of Allegiance to the Flag.

Presentation - Carole Gallagher, ESQ gave a presentation on the EFC Loan progress.

Public Hearing- Proposed Local Law 9 of 2023 remains open from May 8, 2023.

Public Comment- Resident Erica Cox expressed her concern about the clay pipe on her mother's property.

Executive Session- 6:49 pm

A motion by D. Livingston second by T. Simmons to enter executive session based on Public Officers Law Article 7 inviting Laura Quick, Carole Gallagher, Steve Duryea, and Wayne Addy.

- 105.1f - Personnel (x2)
- 105.1h- Securities (x11)
- 105.1h - Contractual (x4)
- 105.1h - Litigation (x1)

AYE: 7 ABSENT: 1 (Siegel) NAYS: 0 ABSTAIN: 0 CARRIED

8:22 pm A motion was made by T. Simmons to return from executive session second by E. Miller

AYE: 7 ABSENT: 1 (SIEGEL) NAYS: 0 ABSTAIN: 0 CARRIED

Approval of Minutes-

- Motion to approve July 10, 2023 minutes D. Livingston second R. Foster .
AYE: 7 ABSENT: 1 (Siegel) NAYS: 0 ABSTAIN: 0 CARRIED
- Motion to approve July 14, 2023 minutes R, Foster second M. Newhauser .
AYE: 7 ABSENT: 1 (Siegel) NAYS: 0 ABSTAIN: 0 CARRIED
- Motion to approve July 19, 2023 minutes D. Livingston second E. Miller .
AYE: 7 ABSENT: 1 (Siegel) NAYS: 0 ABSTAIN: 0 CARRIED

Executive Session Material-

- Motion to extend David Rivera Fire Inspector stipend from 7/14/2023 to 10/14/2023 by R. Foster second M. Newhauser . AYE: 7 ABSENT: 1 (Siegel) NAYS: 0 ABSTAIN: 0 CARRIED
- Motion to advertise for a PT Fire Inspector by D. Livingston second M. Fuller . AYE: 7 ABSENT: 1 (Siegel) NAYS: 0 ABSTAIN: 0 CARRIED
- Motion to accept a donated ramp at the Turntable by T. Simmons second R. Foster . AYE: 7 ABSENT: 1 (Siegel) NAYS: 0 ABSTAIN: 0 CARRIED
- Motion to sell 110-112 Jersey Ave to Warner Tschopp Sr. in consideration of \$5,000. The building must be torn down and converted to a buildable lot within 90 days, or the property will revert back to the City by T. Simmons second D. Livingston . AYE: 7 ABSENT: 1 (Siegel) NAYS: 0 ABSTAIN: 0 CARRIED
- Motion to split the building permit renewal fee for 60 Front Street as follows: \$16,000 now and \$16,000 before the issuance of the COO or March 15, 2024 whichever comes first by T. Simmons second E. Miller. AYE: 7 ABSENT: 1 (Siegel) NAYS: 0 ABSTAIN: 0 CARRIED
- Motion to approve the cleaning services 5-year contract for the Courthouse by R. Foster second M. Newhauser. AYE: 7 ABSENT: 1 (Siegel) NAYS: 0 ABSTAIN: 0 CARRIED
- Motion to approve Resolution 2023-0724-047 by R. Foster second D. Livingston AYE: 6 ABSENT: 1 (Siegel) NAYS: 0 ABSTAIN: 1 (Simmons) CARRIED
- Motion to sell 64 Sussex St. in consideration of \$1.00. The building must be torn down and converted to a buildable lot within 90 days, or the property will revert back to the City by T. Simmons second R. Foster . AYE: 7 ABSENT: 1 (Siegel) NAYS: 0 ABSTAIN: 0 CARRIED

Regular Business-

R. Foster - ADA -The next ADA committee meeting September 5, 2023 5:30 pm Council Chambers

R. Foster - Planning -

There were public hearings for:

- Wash-n-Fold LLC, 137 & 139 Jersey Ave. SBL: 19-2-21 & 19-2-1; Hector Baras obo of Warner Tschopp, owner. Conditional Use Permit for self-storage Trailer Park with a public parking lot. APPROVED
- Wash-n-Fold LLC, 137 & 139 Jersey Ave. SBL: 19-2-21 & 19-2-1; Hector Baras obo of Warner Tschopp, owner. Conditional Use Permit for self-storage Trailer Park with a public parking lot. APPROVED

R. Foster - Zoning - The next Zoning meeting will be on August 1, 2023 at 7pm

E. Miller - Finance

- Motion to approve Accounts Payable Warrant. Second by M. Fuller AYE: 7 ABSENT: 1 (SIEGEL) NAYS: 0 ABSTAIN: 0 CARRIED
- Motion to approve Resolution 2023-0724-050 Technical Force Accounts second by D. Livingston AYE: 7 ABSENT: 1 (SIEGEL) NAYS: 0 ABSTAIN: 0 CARRIED
- Motion to approve amended EFC bond resolution second by R. Foster. R. Foster: AYE, E. Miller: AYE, M. Fuller: AYE, M. Mann: AYE, D. Livingston: AYE, T. Simmons: AYE, M. Newhauser: AYE. ABSENT: 1 (SIEGEL) NAYS: 0 ABSTAIN: 0 CARRIED
- Finance met on July 19, 2023. Discussed cash policy, credit card policy, curb cut on East Main St, generators for DPW, Audit, AUD and phone line at the Farnum House.

The next Finance meeting is August 16, 2023 at 6pm in the Council Chambers.

M. Fuller - FEM-

- Motion to approve Father Anthony Giacona active membership second by T. Simmons.
AYE: 7 ABSENT: 1 (SIEGEL) NAYS: 0 ABSTAIN: 0 CARRIED
- FEM July 17: Discussed increased call volume and cellar pump outs.

T. Simmons - The Fire Dept will remain a volunteer organization not a paid department.

The next meeting of FEM is August 27, 2023 at 6:30 in the Council Chambers

M. Mann - Tourism-

Tourism last met on July 12th the board is happy to announce this year's Queen of the feast is Catherine Westfall.

The Italian festival will be held on Saturday August 12th at Orange Square Park from 3pm to 9pm.

The 30th annual fall foliage festival will be held on Sunday September 24th from 10am to 5pm downtown. A petting zoo, stunt bike shows with many dance and musical performances will be held throughout the day along with a classic car show which will be located on Sussex Street. These events are at no cost to the public. Applications to participate as a vendor are available on the city's website as well as the city clerk's office.

The next tourism meeting will be held this Wednesday August 9th at 7pm here in the council chambers. Anyone with any further inquiries may email tourism chair Laura Meyer at floralaurapj@yahoo.com

- Motion to approve event application Fall Foliage Sept 24, 2023. Second by D. Livingston
AYE: 7 ABSENT: 1 (SIEGEL) NAYS: 0 ABSTAIN: 0 CARRIED
- Motion to approve event application ChrisKindleMart November 26, 2023. Second by E. Miller
AYE: 7 ABSENT: 1 (SIEGEL) NAYS: 0 ABSTAIN: 0 CARRIED

M. Mann - IDA-

The IDA last met on July 17th. The city auditors O'Connor Davies IDA report has been completed. Their preferred recommendation would be to see the IDA develop formal accounting policies; our clerk treasurer advised them they follow the city's policies. Their assets and liability line balance is \$27,000. A 2017 application fee in the amount of \$2500 has been moved from the balance sheet to the fee income line. The financial statement report has an earned amount of \$189.00 in interest. The IDA is hopeful to assist the city in the future with the properties that will be annexed with The Town of Deerpark with new business. Our city clerk treasure advised the board that the Paris report will be submitted to the State. Pike Street pilot has activity with a bagel shop coming in along with a medical office.

The next scheduled meeting is set for Monday August 21st pending agenda items.

D. Livingston - DPW-

- Garbage and recycling on the week of July 24th will be on its normal schedule. The week of July 31st garbage and recycling will be on its normal schedule. The week of June 24th and the week of July 30th paper pickup will be on its normal scheduled day.
- The 2023 Garbage schedule is available on the city website at www.portjervisny.gov or by emailing the DPW office at dpwclerk@portjervisny.gov.
- Compost pile will be open every Saturday from 7:15 a.m. to 11:30 a.m. (tree limbs cannot be over 3 inches in diameter)
- Bag Leaves and brush will be picked up every Monday until finished.
- City wide blacktop repair in progress.
- Dump Tickets are now available at City Hall for purchase.
- Motion to approve resolution 2023-0724-049. Second by E. Miller
AYE: 7 ABSENT: 1 (SIEGEL) NAYS: 0 ABSTAIN: 0 CARRIED

The next DPW meeting will be held on August 7, 2023 at 6pm

D. Livingston - CDA

The next meeting is scheduled for 7:00 p.m., June 28, 2023, at the Rec Center.

T. Simmons - Code-

- Motion to set a public hearing on August 14, 2023 at 6:31pm for consideration of Bulk Table Motor Vehicle sales /Bottle Redemption - second E. Miller
 AYE: 7 ABSENT: 1 (SIEGEL) NAYS: 0 ABSTAIN: 0 CARRIED

The next Code meeting will be August 2, 2023 at 6:30pm

M. Newhauser - Recreation-

1. Special Events this week
 - Farnum Park Concert tonight at 7 pm- Broome St. Wind Ensemble band performs.
 - Riverside Park Concert tomorrow at 7 pm- Craig Eccleston performs.
 - Outdoor Movie at Riverside Park on Wednesday at 7:30 pm

ALL THESE EVENTS ARE FREE OF CHARGE:

2. West End Beach is open Monday-Thursday-Friday from 12 pm- 6 pm. Weekends it's open 11 am- 6 pm. Please follow all posted rules and instructions by lifeguards and beach staff. The beach will close for the season the week of August 14.
3. Youth Summer programs continue at Church St., Riverside, and the Youth Center. Church St. and Riverside are supervised between 9 am- 3 pm. The Youth Center is supervised between 9 am- 4:30 pm. The last day of programs is Friday August 11. Beginning August 14, the Youth Center will be open between 11 am- 4:30 pm.
4. 3 tickets remain for the NY Mets field trip on Friday August 11. Cost is \$100 per person- this includes transportation and ticket to game. This game is a free jersey giveaway game and fireworks at the end of the game!
5. The next Recreation Commission meeting is scheduled for Wednesday August 9 at 6 pm at the Youth Center.

M. Newhauser - Police-

- Motion to approve June 21, 2023 Committee minutes. Second M. Mann
 AYE: 7 ABSENT: 1 (Siegel) NAYS: 0 ABSTAIN: 0 CARRIED
- Motion accept JAB funding in the amount of \$8,000 second by D. Livingston
 AYE: 7 ABSENT: 1 (Siegel) NAYS: 0 ABSTAIN: 0 CARRIED

Port Jervis National Night Out Against Crime Committee and the PJ Police Department are pleased to announce we are holding our annual National Night Out Against Crime on Tuesday, August 1st at 6pm, the parade is first, lineup is at 5pm, it kicks off at 5:30pm, all area youth and teens are encouraged to wear their favorite Port Pride t-shirt and march together with police officers, city and school officials, neighborhood watch members, local civic groups and fellow residents to display our pride and commitment to be a drug free community.

Public Comment- None.

S. Siegel - Housing/Veterans _None

Mayor Decker -

- Acceptance of Lisa Randazzo resignation from the Civil Service Committee
- Acceptance of Tom McCarron resignation from the IDA Board
- Consideration of event International Overdose Awareness Day at Riverside Park on August 31, 2023 from 6-8pm.

Motion D. Livingston second T. Simmons

AYE: 7 ABSENT: 1 (Siegel) NAYS: 0 ABSTAIN: 0 CARRIED

Motion to adjourn at 8:59 pm. Motion: D. Livingston Second M. Newhouser

AYE: 7 ABSENT: 1(Siegel) NAYS: 0 ABSTAIN: 0 CARRIED

Respectfully,
Laura Quick
City Clerk Treasurer

CITY OF PORT JERVIS

P.O. BOX 1002
20 HAMMOND STREET
PORT JERVIS, NEW YORK 12771
Regular Common Council Meeting Agenda
IN-PERSON MEETING ONLY

Monday, July 24, 2023 - 6:30 pm Regular Session:

Pledge of Allegiance / Roll Call



Mayor Appointment:

NONE

Presentation:

CFA Loan / Grant – Carole Gallagher

Public Hearing:

Proposed LL 9 of 2023 – Waterfront Mixed Use District – remained open from 5/8

Public Comment:

5-minute limit per person

BASED ON PUBLIC OFFICERS LAW ARTICLE 7

Executive Session:

105.1-f – Personnel (x2)
105.1-h – Securities (x7)
105.1-h – Contractual (x4)

Approval of Minutes:

Jul 10, 2023 – Common Council Meeting Minutes	Motion:	2 nd
Jul 14, 2023 – Special Common Council Meeting Minutes	Motion:	2 nd
Jul 19, 2023 – Special Common Council Meeting Minutes	Motion:	2 nd

Address Executive Session Material:

Business:

Foster: (ADA/PLANNING/ZONING) -

ADA Update:
Zoning Board Update:
Planning Board Update:

Miller: (FINANCE) –

Bills to be Paid: Motion: Miller; 2nd
Finance Update:

Fuller: (FEM) –

Consideration: CFA Bond Resolution Motion: Miller; 2nd

Mann: (TOURISM/IDA) -

FEM Update:
Tourism / IDA Update:
Consideration: Fall Foliage Festival: September 24th 10a-5p Motion: Mann; 2nd
Consideration: Christkindlmarkt: November 26th 10a-5p Motion: Mann; 2nd

Livingston: (DPW/CDA) –

Public Works Update:
Consideration: Hire Water Treatment Trainee Motion: Livingston; 2nd

Simmons: (CODE) -

CDA Update:
Code Update:
Consideration: Set PH Aug 14th Bulk Table MV sales/Bottle R Motion: Simmons; 2nd

Newhauser: (RECREATION/POLICE) -

Recreation Update:
Police Update: Including NNO update

Siegel: (HOUSING/VETERANS) –

Housing/Veterans Update:

Public Comment:

5-minute limit per person

Mayor Decker:

Accept Civil Service Committee Member Resignation
Accept IDA Board Member Resignation
Consideration: Aug 31st 6-8pm OC Council RE: Int. OD Aware Motion: 2nd

Adjournment:

Motion: ;2nd



"For the Good of the City" Comment Period

Common Council Meeting Date: 7/24/23

Name: Erika Cox **Address:** 49 Glass St. **Email/Phone:** 845-699-6095

Topic: 19 East Ken Pl.
Cutek Basin (for city use: Assigned Committee _____)

Name: _____ **Address:** _____ **Email/Phone:** _____

Topic: _____ (for city use: Assigned Committee _____)

Name: _____ **Address:** _____ **Email/Phone:** _____

Topic: _____ (for city use: Assigned Committee _____)

Name: _____ **Address:** _____ **Email/Phone:** _____

Topic: _____ (for city use: Assigned Committee _____)

Name: _____ **Address:** _____ **Email/Phone:** _____

Topic: _____ (for city use: Assigned Committee _____)

**AGREEMENT BETWEEN THE
NEW YORK STATE UNIFIED COURT SYSTEM**

AND

CITY OF PORT JERVIS

This Agreement, between the New York State Unified Court System ("UCS"), with an address at 25 Beaver Street, New York, New York 10004, and the:

**CITY OF PORT JERVIS
14-20 HAMMOND STREET
PORT JERVIS, NEW YORK 12771**

("Municipality"), is for the purpose of obtaining cleaning services for the interior of the
PORT JERVIS CITY Courthouse ("Court Facilities") as well as minor and
emergency repairs, and preventive building and property maintenance services for that facility.

WHEREAS, counties and cities are required by law to furnish and maintain
adequate court facilities for use by trial courts of the State of New York; and

WHEREAS, Chapter 686 of the Laws of 1996 was enacted to invest the State of New
York with the fiscal responsibility of managing the interior cleaning of **COURT FACILITIES**
and the performance of minor repairs therein, and with the ability to cover the costs thereof; and

WHEREAS, Chapter 686 of the Laws of 1996 requires the State of New York to contract with political subdivisions of the State for the cleaning of court facilities, as well as minor and emergency repairs thereof, and

WHEREAS, MUNICIPALITY is responsible for furnishing and maintaining COURT FACILITIES;

NOW, THEREFORE, in consideration of the promises herein contained, the parties agree as follows:

I. TERM

A. When signed by the parties and approved by all necessary government agencies, the Agreement shall be effective beginning **April 1, 2023** for a maximum of five (5) years through **March 31, 2028**, unless terminated earlier or extended pursuant to its terms. This term shall consist of parts or Periods (hereinafter "Period"), each of which shall have its own maximum amount of monetary reimbursement by UCS to MUNICIPALITY for that Period.

B. The initial Period of this maximum five-year term shall commence on **April 1, 2023** and terminate on **March 31, 2028**.

C. The parties agree that a change in the dates of each subsequent Period, as well as the maximum compensation and budget for that Period and any revised scope of services for that Period, shall be established by the mutual written agreement of the parties, and shall be subject to approval by the Comptroller of the State of New York in cases where the annual budget increase

over the prior Period exceeds five (5) percent. The budget, scope of services and maximum compensation for each Period will be attached to and incorporated into the agreement as Appendix B for the applicable Period. Appendix B for the initial Period is attached hereto and incorporated herein.

II. EXTENSION AND TERMINATION

A. This Agreement may be extended only by written agreement of the parties and approval by all necessary government agencies.

B. If at any time the Chief Administrator or her/his designee determines that MUNICIPALITY is not adequately providing services pursuant to this Agreement or that MUNICIPALITY is otherwise violating any material provision(s) of this Agreement, UCS may, upon approval by the Court Facilities Capital Review Board pursuant to section 39-b of the New York State Judiciary Law, implement an alternative plan for the cleaning of the interior of the COURT FACILITIES, including but not limited to, a plan pursuant to which MUNICIPALITY continues to perform some of the services described in Section III below, and UCS may contract with a third party to perform the remaining services described in Section III below.

III. SCOPE OF SERVICES

A. MUNICIPALITY shall, in accordance with the provisions of 22 NYCRR Parts 34.1 and 34.2 provide for the cleaning of the interior of COURT FACILITIES including all facilities used for the transaction of business by state-paid courts and court-related agencies of UCS and by judicial and nonjudicial personnel thereof, including rooms and accommodations for the courts and court-related agencies of UCS, the judges, justices and the clerical, administrative

and other personnel thereof. Specific tasks to be performed and the cost associated with those tasks shall be as delineated in the Appendix B for the applicable Period.

B. MUNICIPALITY shall be responsible for the performance of all minor repairs to the interior of COURT FACILITIES as are required to replace a part, to put together what is torn or broken, or to restore a surface or finish, where such repairs are needed to preserve and/or to restore the COURT FACILITIES to full functionality.

C. MUNICIPALITY shall be responsible for the performance of emergency repairs to the interior of the COURT FACILITIES necessitated by a sudden and unexpected failure or by some accident or external force, resulting in a situation that adversely affects the suitability and sufficiency of the COURT FACILITIES for the dignified transaction of the business of the courts.

D. MUNICIPALITY's performance of the building and property maintenance work specified in the Appendix B for the applicable Period is included within the scope of this Agreement.

E. MUNICIPALITY shall maintain and operate the COURT FACILITIES in accordance with 22 NYCRR Parts 34.1 and 34.2.

IV. INSPECTION OF COURT FACILITIES

UCS shall cause an inspection of the COURT FACILITIES to ensure that MUNICIPALITY is complying with 22 NYCRR Parts 34.1 and 34.2, at least quarterly during

the initial Period of this Agreement and any subsequent Period thereof and at any such other times as UCS shall deem necessary. At the conclusion of each such inspection, UCS shall notify MUNICIPALITY in writing that the inspection was completed. If UCS finds that MUNICIPALITY is not in compliance with 22 NYCRR Parts 34.1 and 34.2, or has not performed specific tasks as set forth in Appendix B, such written notice shall specify the specific provisions of 22 NYCRR Parts 34.1, 34.2 and/or Appendix B with which MUNICIPALITY is not in compliance. MUNICIPALITY shall correct the deficiency within twenty-four (24) hours after receiving such written notice or within such other amount of time as is mutually agreed upon, in writing, by the parties. MUNICIPALITY shall notify UCS, in writing, when such deficiency is corrected.

V. MAINTENANCE OF EFFORT

A. Nothing in this Agreement alters or affects the obligations of MUNICIPALITY to provide goods and services to the COURT FACILITIES pursuant to section 39 of the New York State Judiciary Law.

B. MUNICIPALITY shall certify in each Claim for Payment submitted to UCS pursuant to Section VII below that it has complied with section 39 of the New York State Judiciary Law during the time covered by the Claim for Payment.

VI. MAXIMUM COMPENSATION

Except as provided in section VII (F) below, the maximum total compensation to MUNICIPALITY from UCS for the services provided pursuant to this Agreement for any Period

shall not exceed the amount approved for reimbursement as set forth in the Appendix B applicable to the Period.

VII. REIMBURSEMENT AND PAYMENT

A. On or before May 1 of the initial Period of this Agreement, MUNICIPALITY shall submit to UCS, on a form prescribed by UCS, a proposed itemized interim budget detailing the services to be provided pursuant to this Agreement and the projected costs MUNICIPALITY expects to incur in providing those services during the initial Period of this Agreement. UCS shall notify MUNICIPALITY, in writing, of the extent to which the proposed scope of services and projected costs detailed in such proposed itemized interim budget have been approved for reimbursement in accordance with Chapter 686 of the Laws of 1996 and Chapter 213 of the Laws of 1998 as soon thereafter as is practicable. Pursuant to Section I(C) above, the final approved scope of services and reimbursement amounts for the initial Period are appended to this Agreement as Appendix B.

B. On or before August 1 of the initial Period of this Agreement and each subsequent Period thereof, MUNICIPALITY shall submit to UCS, on a form prescribed by UCS, a proposed itemized budget detailing the services to be provided pursuant to this Agreement and the projected costs MUNICIPALITY expects to incur in providing those services during New York State fiscal year commencing April 1 next thereafter. MUNICIPALITY may include in such proposed itemized budget any unreimbursed balance remaining for services performed pursuant to Section III(C) above during the immediately preceding Period of this Agreement. UCS shall notify MUNICIPALITY, in writing, of the extent to which the proposed services and projected costs detailed in such proposed itemized budget have been approved for reimbursement in

accordance with Chapter 686 of the Laws of 1996 and Chapter 213 of the Laws of 1998 for such next commencing fiscal year no later than the first day of March after the proposed itemized budget has been submitted, or as soon thereafter as is practicable. Pursuant to Section I(C) above, the final approved scope of services and reimbursement amounts shall be appended to this Agreement as Appendix B for the applicable Period.

C. During the term of this Agreement, MUNICIPALITY shall be reimbursed for the costs actually expended in the provision of services pursuant to this Agreement in accordance with and not exceeding the amounts set forth in the Appendix B applicable to the Period. Subject to subdivisions E and F below, reimbursement shall be made upon approval by UCS of a Claim for Payment submitted to UCS by MUNICIPALITY as described in subdivision D below, in a format approved by UCS and the Office of the State Comptroller.

D. No later than thirty (30) days after the end of every quarter during which this Agreement is in effect, MUNICIPALITY shall submit a Claim for Payment to UCS, showing the actual expenses incurred by MUNICIPALITY during the immediately preceding quarter and the amount of reimbursement claimed. Such Claim for Payment shall include the certification referred to in Section V above and a certification that MUNICIPALITY is in compliance with the Maintenance and Operations standards set forth in 22 NYCRR Parts 34.1 and 34.2. Upon receipt and approval of the Claim for Payment, UCS shall certify said Claim for Payment to the State Comptroller for payment of the amount of reimbursement approved by UCS for payment to MUNICIPALITY. Nothing contained herein shall increase the maximum amount payable to MUNICIPALITY as set forth in Section VI above and in the Appendix B applicable to the Period.

E. Notwithstanding any other provision of this Agreement, MUNICIPALITY shall not be reimbursed for the costs of any services performed pursuant to this Agreement under the following circumstances:

(1) UCS has performed an inspection of the COURT FACILITIES pursuant to Section IV above, and MUNICIPALITY has failed to correct a violation within twenty-four (24) hours after receiving written notice thereof or within such other amount of time as was mutually agreed upon, in writing, by the parties; or,

(2) The need for the services performed pursuant to this Agreement is due to MUNICIPALITY's failure to follow the Maintenance and Operation Standards for Court Facilities set forth in 22 NYCRR Parts 34.1 and 34.2, as determined by UCS; or,

(3) The services performed pursuant to this Agreement will be undertaken in lieu of replacement of a building system that, in accordance with MUNICIPALITY's normal and usual policies, procedures and practice, should be replaced; or

(4) Except as provided in subdivision F of this section, the services performed were not approved for reimbursement pursuant to subdivision A or B of this Section during the New York State fiscal year for which the Claim for Payment is submitted; or

(5) Pursuant to the New York State laws, rules and regulations to which MUNICIPALITY is subject, and to MUNICIPALITY's own normal and usual policies,

procedures and practices, the services to be performed pursuant to this Agreement are being or could be bonded;

F. Notwithstanding that such cost was not approved in advance by UCS pursuant to subdivision A or B of this section, MUNICIPALITY may be reimbursed for the cost of services performed pursuant to Section III (C) of this Agreement up to the amount of \$15,000 during each Period of this Agreement.

MUNICIPALITY shall submit a request for reimbursement of the cost of such services on a standard Claim for Payment to UCS showing an itemized account of the services performed and the costs thereof. Upon receipt and approval of the Claim for Payment UCS shall certify said Claim for Payment to the State Comptroller for payment thereof to MUNICIPALITY.

VIII. AUDITING OF BOOKS

A. The Comptroller of the State of New York and UCS shall have the right to perform both pre and post-audits of the books of account of MUNICIPALITY with respect to the expenditures made or expenses incurred pursuant to this Agreement. Such books of account shall be open to inspection by the Comptroller of the State of New York and UCS at any mutually convenient time or times. Financial records of MUNICIPALITY pertaining to this Agreement shall be retained by MUNICIPALITY for a minimum of six (6) years after the expiration of this Agreement.

B. The UCS shall be entitled to recover any amounts paid to MUNICIPALITY, which are subsequently disallowed pursuant to a final audit.

IX. NOTICES

All notices to be given under this Agreement shall be made in writing and delivered either personally or by regular mail to MUNICIPALITY at its address as set forth herein and to UCS, attention:

JAMES MCALLISTER, DISTRICT EXECUTIVE

Unified Court System

8TH District Administrative Office

111 DR. MARTIN LUTHER KING JR. BLVD.

WHITE PLAINS, NEW YORK 10801

or to such person or such address as each party may provide in writing from time to time. Any such notice shall be deemed to have been given when delivered, if by personal delivery, or when deposited with the US Postal Service, three (3) days after mailing.

X. MISCELLANEOUS PROVISIONS

A. Appendix A, containing standard terms for New York State contracts, is attached hereto and made a part hereof.

B. The terms and conditions of this Agreement, together with its appendices and any documents incorporated herein by reference, represent the full understanding of the parties with regard to the subject matter hereof. This Agreement may be amended only upon the mutual written agreement of the parties hereto. Any amendment is subject to the approval of OSC.

C. The headings used in this Agreement are for reference purposes only and shall in no way be deemed to define, limit or describe the scope or intent of this Agreement, or any provision thereof, or in any way affect this Agreement.

D. If any term or provision of this Agreement shall be found to be illegal or unenforceable, then that term or provision shall be deemed stricken and the remaining provisions of this Agreement shall remain in full force and effect.

E. This Agreement and the performance of the obligations of each party hereunder shall be governed by and construed in accordance with the laws rules and regulations of the State of New York.

F. No failure by UCS to insist upon the strict performance of any covenant, term or condition of this Agreement, or to exercise any right or remedy consequent upon a breach thereof, and no acceptance of full or partial performance during the continuance of any such breach, shall constitute a waiver of any such breach or such covenant, term or condition. No covenant, term or condition of this Agreement to be performed or complied with by Contractor, and no breach thereof, shall be waived, altered, or modified except by a written instrument executed by UCS. No waiver of any breach shall affect or alter this Agreement but each and every covenant, term and condition of this Agreement shall continue in full force and effect with respect to any other then existing or subsequent breach thereof.

NYS Contract Number C300594

UCS Certification

UCS certifies that an original or photocopy of this signature page will be attached to every exact copy of this Agreement.

For: Municipality

CITY OF PORT JERVIS

For: NEW YORK STATE
UNIFIED COURT SYSTEM

Name:

Maureen McAlary, Director

Title:

Division of Financial Management

Dated:

Dated:

2023-0724-047

RESOLUTION OF THE COMMON COUNCIL OF THE CITY OF PORT JERVIS
ACCEPT EMPLOYEE # 450 VOLUNTARY RESIGNATION

WHEREAS, the City of Port Jervis Common Council recognizes the voluntary resignation of employee # 450 effective July 24, 2023;

It is hereby resolved and reaffirmed, that the Common Council of the City of Port Jervis hereby accepts the voluntary resignation of employee #450 with an effective date of July 24, 2023 .

Motion by: R. Foster

Second by: D. Livingston

Regis Foster	1st Ward	AYE
Elizabeth Miller	1st Ward	AYE
Maria Mann	2nd Ward	AYE
Misty Fuller	2nd Ward	AYE
Denis Livingston	3rd Ward	AYE
VACANT	3rd Ward	
Timothy Simmons	4th Ward	ABSTAIN
Melissa Newhauser	4th Ward	AYE
Stanley B. Siegel	Councilman-At-Large	ABSENT

DATED: July 24, 2023

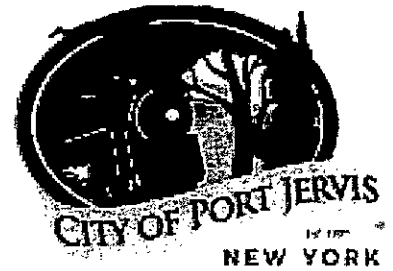


City Clerk Treasurer



CITY OF PORT JERVIS

P.O. BOX 1002
20 HAMMOND STREET
PORT JERVIS, NEW YORK 12771



Planning Board Minutes
July 18, 2023, at 7:00PM

Members – T. Vicchiarello – Chair, S. Addy, J. Butto, D. Cicalese, H. Dunn, T. Fuller, D. Schields

Also Present – L. Powrie, BD, G. Plotsky, Atty. R. Foster, Council Liaison

Absent – T. Sexton, ZBA,

Pledge of Allegiance: T. Vicchiarello

Public Hearing:

1. Wash-n-Fold LLC, 137 & 139 Jersey Ave. SBL: 19-2-21 & 19-2-1; Hector Baras obo of Warner Tschopp, owner. Conditional Use Permit for self-storage Trailer Park with a public parking lot.

Propose to place 25 storage containers on property. In front of the containers there will be a public parking lot with 11 spaces with one being ADA compliant; the container area will be enclosed with cyclone fencing with a gate; between the parking lot and front fencing there will be ecstastic landscaping; the rear containers will be pushed forward approx 9 feet from the rear setback; solar lights will be on each container with no obtrusive lighting to the street or neighborhood; hours will be restated from 6:00am to 11:00pm to 6:00am to 9:00pm.; garbage will be disposed of at the next door laundromat; zero employees; parking lot will be covered with an impervious surface of either oil & chip or blacktop and striped accordingly.

Motion to close the public hearing: D.Schields, 2nd S.Addy, 7 aye, 0 nah

2. Dunkin Donuts. MP Port Realty LLC, 291 East Main Street; SBL: 20-7-5; Amendment to approved site plan to extend the rear parking area.

John Fuller obo owner, Requesting to extend the rear parking area by 20' to allow for more efficient turning radius, allow for more "stacking" by approx. 4 cars and help with traffic flow. The exit sign to be moved from the current position on the left to the right of the exit for better visual when pulling out onto East Main St. and additional sidewalks will be installed for those who park in the rear for safer pedestrian movement. All other aspects of the original application remain the same.

Board comments: none. All department heads approved with comment from the Police Chief to add signage to deter traffic from stacking on East Main St. upon entry, and Orange County approved with comments regarding environmental concerns to run-off near the brook area (see file). With recent flooding the area has been being monitored by both Mr. Fuller and the Board Chair with no issue.

Public Comment: none

Motion to close the public hearing: D.Cicalese, 2nd D.Schields, 7 aye, 0 nah

Board questions: none; Public Comment: none

Call Meeting to Order: 7:18 PM

Approval of the Minutes: Motion to approve June minutes with amendment to add Mr. Addy's name to attendance: D,Cicalese, 2nd T.Fuller, 7 Aye, 0 Nah

Discussion of Public Hearing:

1. Wash-n-Fold LLC, 137 & 139 Jersey Ave. SBL: 19-2-21 & 19-2-1. The board reminded the applicant to update the site map for signing and to update the call list sheet to the Police department. The rear set back is 20 feet and one container will need to be eliminated making the total number to be 24.

Motion to name Port Jervis as Lead Agent under SEQR: D.Cicalese, 2nd, S.Addy, 7 Aye, 0 Nah

Motion to approve as advertised: S.Addy, 2nd T.Fuller, 7 Aye, 0 Nah

2. Dunkin Donuts. MP Port Realty LLC, 291 East Main Street; SBL: 20-7-5; Amendment to approved site plan to extend the rear parking area.

Motion to name Port Jervis as Lead Agent under SEQR: D.Cicalese, 2nd, J.Butto, 7 Aye, 0 Nah

Motion to approve as advertised: T.Fuller, 2nd S.Addy, 7 Aye, 0 Nah

Pre-submission: none

Public Comment: Jack Austin, city resident, stated he is "helping" with the Rumshock Veteran's Project and asked how he could obtain past minutes so he could be more informed. He was advised that they are posted on the City's website or he could FOIL them. He was also informed that the Project architect had recently requested a meeting with the Building Department and PB Chair and that the meeting was very productive.

Old Business: Green Port Smoke Shop, Inc., 180 Pike Street, SBL: 8-16-6 Special use permit to operate a smoke shop as per Local Law No. 11 of 2022; Appl. for: Supplementary regulations applying to cannabis retail dispensaries and tobacco retailers.

In light of the recent Moratorium imposed by the City of Port Jervis, a Motion to Table this application was made by T.Fuller, 2nd H. Dunn, 7 Aye, 0 Nah

New Business: none

Code Enforcement Report: L.Powrie provided updated building department business.

Zoning Board Report: Nothing to report

Council Liaison Report: Councilman Foster provided a report for the City.

Public Comment: None

Adjournment: Motion by D.Cicalese, 2nd J. Butto to adjourn 7Aye, 0 Nah

The next regular meeting is tentatively scheduled for 7:00 pm, August 15, 2023.

Respectfully submitted, J.P. Schields

CITY OF PORT JERVIS

Accounts Payable

7/24/2023

1 General Fund	\$380,976.85
2 Water Fund	\$832.77
3 Sewer Fund	\$1,448.02
4 Capital Fund	\$123,602.09
5 Trust and Agency	\$86,846.04
6 Recreation	\$14,604.35
Total	<u>\$608,310.12</u>

GENERAL, WATER & SEWER FUNDS

Blustein, Shapiro, Frank & Barone	\$6,696.83
NYS Employees Health Insurance	\$278,395.29
Orange & Rockland/PJ Solar	\$44,325.58
Global Montello Group	\$6,963.61

CAPITAL FUND

Tyler Technologies	\$ 13,760.00
Van Bortel Ford Inc	\$ 93,979.36
Carole Gallagher	\$ 5,450.00
Robert Green Truck Division	\$ 8,455.00