

A regular meeting of the City Council of the City of Newburgh was held on Monday, February 11, 2019 at 7:00 PM in the third floor Council Chambers at City Hall, 83 Broadway, Newburgh, NY.

Moment of Silence

Mayor Harvey asked for a Moment of Silence followed by the Pledge of Allegiance.

Pledge of Allegiance/Juramento a la Alianza

Roll Call / Lista de Asistencia

Present: Mayor Harvey, presiding; Councilman Grice, Councilwoman Rayford, Councilman Sklarz, Councilwoman Sofokles - 5

Absent: Councilwoman Mejia, Councilwoman Monteverde - 2

COMMUNICATIONS

Approval of the minutes of the meeting of January 28, 2019

Councilwoman Rayford moved and Councilman Grice seconded.

Ayes: Grice, Rayford, Sklarz, Sofokles, Harvey - 5

Carried

City Manager Update

Interim City Manager, Joseph Donat introduced our new City Comptroller, Todd Venning. He joins us from Atlanta and the City of New York where he served in a financial capacity there and today is his first day with us. He noted that we have declared a Snow Emergency starting this evening at 6:00 p.m. in anticipation of significant snowfall starting tomorrow morning so adherence to parking regulations in that regard will be greatly appreciated and the City will remain consistent with its enforcement of those measures as well. This past week DPW used twenty-five tons of asphalt to repair potholes throughout the City so George and his team have done a terrific job. Unfortunately the cold weather and the snow that we will get tomorrow may hinder some of that progress but they will continue with their efforts in that regard. The Traffic Department has repaired a total of fifty-six signs and some have been replaced entirely or modified slightly. The Assessor's office continues to do terrific work in anticipation of the March 1st exemption deadline and they are also going through the 2019 assessment rolls and evaluations. So far this past year the Fire Department has responded to two hundred and forty six incidents and they have been training for cold weather events. The candidates for the two firefighter vacancies that the City has will begin at the Fire Academy on the 24th of this month. DPW, Water and

Engineering have been working three-fold to address a number of main issues that we have had throughout the City. As everyone knows a lot of our water infrastructure and water mains in close vicinity to the Water Department date back to the 1800's so the teamwork with Engineering, Water and DPW is very admirable. Jason and his team in Engineering have met a number of different deadlines for a number of different annual reporting that they had to do. Lastly, our Civil Service team has posted for a Neighborhood Stabilization Coordinator position along with a number of other seasonal Recreation jobs and Ms. Mills has assisted a number of different departments with interviewing matters moving forward.

COMMENTS FROM THE PUBLIC REGARDING AGENDA AND GENERAL MATTERS OF CITY BUSINESS

Drew Kartiganer, 30 Meadow Street said that he missed the last meeting where Danskammer was on the agenda but his first thought was, why is the City of Newburgh going to say anything about Danskammer when it's located in the Town of Newburgh? If the Town of Newburgh asks for our support to stop something in their Town, then that's appropriate but if you are making noise to stop something without hearing from them, then that's not appropriate. If you do it and then one day we want their help, they are going to say no. Danskammer is an interval part of the energy net that we have here. About three or four years from now Indian Point will be closing down and that's twenty-five percent of the power in this region that has to be made up. Danskammer can be a big part of that and if anyone tells you it can be made up with solar, wind or water, they are nuts. The new Comptroller can probably figure out how much electric you use every year and his guess is that it's maybe two or three hundred thousand dollars so add thirty percent on to that when Indian Point closes down unless you fill that gap. If you think that anything we do is going to stop fracking gas, it's not going to happen. All you are doing is trying to stop something that can be an asset around here. It will bring jobs here and maybe some of the people here in the City of Newburgh will get jobs too. With the cost of utilities, he has about thirty apartments with tenants living month to month so if you kick up their electric bills because you didn't fill in that gap, you hurt people that elected you which is who you represent. As for the Moment of Silence over Prayer, he agrees that you want to make sure everyone is comfortable when they come here so he agrees that a Moment of Silence is appropriate.

Gabriel Berlin, Chair of the Transportation Committee said there were a few things that he forgot to mention during his presentation the other day. They have begun community outreach and set up a City e-mail address which is transportation.cityofnewburgh.ny and the public has already started using it. They have also set up a Facebook page and have started to engage with the public by posting notifications and interesting articles related to transportation. They changed the Committee name to reflect a broader focus and a more encompassing view of transportation issues in the City going forward. They have been meeting with as many City Officials as possible and he wanted to thank Allie Church, Chade Wade, the City Manager; George Garrison at DPW, Police Chief Solomon and Mayor Harvey for taking the time to meet with them. The number one thing that they have done so far is restarting the Committee and for that he wanted to especially thank Allie Church and Chad Wade who attend all of their meetings and Councilman Grice who was the first to reach out and restart this. In regard to the Danskammer Plant, at the

presentation an executive told us to stop being so emotional and irrational. As if the City of Newburgh hasn't had enough water and environmental issues and we don't know what's at stake. Also the word "*Frack*" was not mentioned once but if they weren't so ashamed of what they were doing they would have been more straight forward and use that word. They also toss around that there will be jobs so the City of Newburgh so make them sign a contract to guarantee how many jobs are going to be for the people here in the City.

Erica, Lander Street said that in the three years she has been here she has learned that our water is deeply contaminated. As far as she can tell, only a handful of chemicals are known and they know what to test for but they don't know what else is out there. Washington Lake is polluted so she doesn't really know where our drinking water is coming from and now there is another threat to our environment with the Danskammer Power Plant because we are too close to it. She sees this as another municipality doing something to make money and enrich their pockets without any regard for the community, the impact to the people and the health of the environment. When you talk about jobs, let's be realistic because all of the permanent and lasting jobs will be for management. This is about money. Whatever environment damage happens here because of that Power Plant, which is irrationally located on the Hudson River, who is going to pay for any cleanup? Who is going to do studies on the potential damage that this could do to our water and our air? Where is the money to pay for that and compensate the people who are already polluted here?

Marcel Barrick, 378 Grand Street, member of the Conservation Advisory Council said they wrote a letter which was sent to the City Council members. The letter reads, "*The City of Newburgh Conservation Advisory Council has serious reservations about the proposed Danskammer Plant Project. The proposed benefits do not appear to be sufficient to counter the negative project impacts. We need to reduce our dependents on fossil fuel not create new ones. The four hundred construction jobs the developer has promised will be for specialized labor not localized and will be in the Town of Newburgh. They have stated in their public improvement involvement plan that twenty to thirty permanent jobs will be available and this does not increase from the amount of jobs that are at the current facility which is operating now. On the environmental impacts here we already know that we have a higher than average childhood asthma rate in the State and that threatens our City even more because the amount of emissions will increase. As far as a renewable energy investment, the existing Danskammer Plant runs less than five percent of the time and it's getting old and won't be able to run much longer without investment. This gives the community an opportunity to re-vision investment opportunities for their valuable waterfront site.*" He added that in regard to resolution #32-2019 for a public hearing on smoking, the scale is different. The scale of one person smoking is very small but the impacts and pollution is exactly the same. We are talking about our public health so smoking and Danskammer are kind of in the same alignment and we have to be consistent. Let's be positive because we have an immense amount of resources here in this City. He took a look at the state's wind maps and said that Snake Hill has favorable characteristics for wind so if we were to lease land up there we would be constantly getting money from that lease and also be contributing to a clean energy future.

Michelle Basch, City of Newburgh thanked the Council for having a Moment of Silence in lieu of a specific Prayer at the beginning of each meeting. A Moment of Prayer respects the beliefs and gives all present the opportunity to reflect in our own way. During the

Moment of Silence before this meeting gave her the opportunity to be one with herself. This Country was founded on respect of our personal beliefs and not the imposition thereof. James Madison was the primary author and chief advocate for the Bill of Rights. The American separation of Church and State rests upon respect for the Church not the total separation. This Constitution did not create a Nation nor its religion and institutions as it found them already existing and was framed for the purpose of protecting them under a Republican form of government in a rule of the people, by the people and for the people. An entry in Madison's papers indicates he intended for the establishment clause to prevent the government's imposition of religious beliefs on individuals. The entry says that Congress should not establish a religion and enforce the legal observation of it by law nor compel men to worship God in any manner contrary to their conscience. This means, in her opinion, that in a place where everyone is of one religion that's fine but when you have a room with people of many different religions, we need to respect every single one. Since we can't take the time saying prayers from each one, the Moment of Silence allows everyone to be one with their own God.

Kippy Boyle, Grand Street, thanked Marcel Barrick from the Conservation Advisory Council for submitting their letter for public record. As a private citizen and taxpayer here, she is strongly opposed to the proposed Danskammer Plant Project. The projected benefits will not be sufficient to offset the long term negative impacts of a power plant fueled by fracked gas. Modern power plants need to be reducing our dependence on fossil fuels not solidifying the use of fracked gas for decades to come. The current plant operates only five percent of the time and it's preposterous to expand the plant when the site was severely damaged by Hurricane Sandy in 2012. It seems irresponsible of government officials to support this proposed project when there is irrefutable scientific evidence that due to climate change that site will be inundated and damaged again. It is also irresponsible of labor unions or construction industry to support a doomed project. They should be supporting renewable projects that are creating more jobs and offering more opportunities than the old ways. Governor Cuomo has a goal of fifty percent of electricity through a renewable source by 2030 which is a very ambitious goal. To attain that we must insist that power projects in our local community are designed, approved and built by those who are committed to a renewable future. Power plants around the World are using alternative renewable sources so she urged the Council to do the right thing and unanimously oppose the Danskammer Power Plant Project in its current form. She reminded everyone that we have a very good record on the environment right now by opposing the Pilgrim Pipeline, the barges in our Hudson Bay and dirty water so it seems only consistent that we urge our neighboring municipalities to oppose an old fashioned design.

Michael Lebron, Liberty Street said in regard to the power plant that this is a very emotional issue for him because it will rely on fracked gas and he personally knows people who have died as a consequence of exposure to these practices. He has known children who are permanently neurologically impaired through no fault of their own because of decisions that have been made without their consent. He was hired to produce a PSA against fracking that was done in Albany and New York City which he was going to show this evening but the new City Manager will not allow him to show it on the monitor. He played it on his cell phone and held it to the microphone. He said he is starting a business here and the model is built on trying to restore many of these buildings in a way that they are energy self-sufficient so you don't have to rely on any energy. The first statewide meeting of national environmental groups and anti-fracking groups was held in Sullivan County in 2008 and since that meeting a movement of two hundred and fifty thousand

people grew to keep fracking out of New York State. Why would this Council want to move against the tide especially with what is happening on a national level where the momentum is towards sustainable green energy?

Pastor Rosie, Northeast Gateway to Freedom, 104 Broadway, said that a City Council member asked where Prayer to open a Council Meeting began. Newburgh's East End is the largest Historical District in New York State and in 1709, fifty-four Christian refugees were running for their religious freedom from a war that brought on religious persecution for their Christian beliefs. They were the founding fathers of Newburgh who settled on Quassaick and their conditions was one of poverty but they received their religious freedom here in 1719 when they named our City Palantine Christian Community Congregation of Quassaick. They built the first Church in 1792 and the settlement was overseen by a Pastor of the Parish. The reason they came here was to practice their Christian faith and freedom and today large amounts of Christians of every ethnic background make up the fabric of our City. The City of Newburgh has a few names to signify its identity: The Pearl of the Hudson, The All American City, The Hub of Transportation and historically, the City of Churches. Tens of thousands of people filled every seat in Newburgh's huge Churches and Prayer began before the City Council meetings because it was valued by the political leaders of our City for hundreds of years. She urged the City Council members and candidates to research our Christian heritage as there are over one hundred Christian Ministries, two Jewish Temples and one Mosk in the City of Newburgh. Never has anyone from any Faith been denied by the City Council to pray in their faith during our City meetings. She asked the Council to please preserve our spiritual history even if it means presenting a new way to keep Prayer present. What would the City of Newburgh be like without seeking the wisdom of God? With all of the pressing issues in our City she is very disappointed that whether to Pray or not to Pray was ever brought up as an issue.

Ms. Hollow, 120 First Street said she is a resident and a Union member and she believes in Unions and the right to work, however, as a Union member she is asking the Council to oppose Danskammer for reasons of jobs in this area. Recently an Air B & B survey claimed that the Hudson Valley has the highest rate of tourism in the World. In 2017, the U. S. Department of Labor claimed that renewables is the fastest growing job sector in the U. S. today. This is a Union issue because the Carpenters are not allowed to work on solar or wind projects so she asked the Council to support jobs in Newburgh by supporting a renewable energy future. Many have spoken about the effects on our children with the smog that this Plant will emit and those emissions will come here to the City of Newburgh. We already have low air quality here and we are dealing with a compromised environment so she asked them again to oppose this Plant. In terms of fracked gas, she reminded them that our neighbors in Pennsylvania are not far away and as a member of a community with a compromised water source, she asked the Council to extend their hearts to them as well. We are supporting an industry that contaminates their water source which threatens their health and the health of their children so how can we in good conscience support this ongoing fracking?

Tom Roberts, Central Avenue said he would like to know if the owners of this Plant and their children live in the immediate area. We are dealing with a large company who has poisoned the water supply of the City of Newburgh and there are hundreds if not thousands of residents who have been affected by PFOS in our water supply. Now we are dealing with another company that wants to poison our air and our Hudson River just to line their pockets while the citizens of Newburgh and surrounding towns and cities will suffer the

consequences for years and decades to come. It is not the owners of these companies who will suffer with a whole host of medical issues because it will be the citizens and their children who will suffer with asthma, emphysema and lung cancer. At what point do we say enough is enough? At what point do we say no to these large companies who say this will be good for all of us while we lay in our beds or in a Hospital rotting away from horrible disease that originated from these two companies? All the jobs and all the money in the World cannot replace fresh water and fresh air. He feels that this is not in our best interest and he hopes all of the citizens of Newburgh and our surrounding towns and cities will fight for ours rights as human beings and not just become another statistic.

Anna Alvarez, City of Newburgh said that we have a communication with God and God answers our prayers.

Pastor Maldonado, Dare to Dream Christian Ministries Church said she was here on Thursday and heard a speech made by the Mayor declaring his Christianity and then disregarding that declaration by stating, "but" after his statement. He also quoted Corinthians Chapter 10:23 about the hearing of the Prayer which is not new to us. It reminded her of the Book of Daniel, Chapter 6 where the panel and government were convinced the panel to change Prayer and to not pray out loud but it was a setup. They can stay silent if they choose to but we have Freedom of Speech to pray so they will continue to pray for this panel, for the Newburgh Ministry and the community. She added that Councilwoman Rayford is an advocate for the Christian community and she doesn't stand alone so we will not shut our mouths and we will pray to God.

Zachariah Ortiz said that last week it was mentioned that two people were offended with Prayer but if there are seven people on the panel and two were offended doesn't majority rule?

Mayor Harvey noted that some members of the community who got up to speak are offended as well.

Zachariah continued that Praying in silence doesn't really have the same effect as using our tongues.

Ms. Ortiz, member and leader at Dare to Dream Christian Ministries Church and resident of New Windsor said they stand for what they believe in. Last week they attended the Council meeting at which removing the Prayer was a topic. She feels that Prayer is important because it is a request for help or an expression of thanks towards God. On February 8th, USA Today published an article stating that the City of Newburgh is one of the worst cities to live in because of crime. Do you think silencing Prayer is going to resolve that? Martin Luther King said, *"Our lives begin to end the day we become silent about things that matter"*. Prayer matters and it works because it changes lives. Through Prayer healing is found and families have been restored. If Prayer is silent and I cannot hear what my brother or sister is praying about, I cannot come into that agreement. To silence Prayer is to silence God's response. The only time we should remain silent is when we are waiting for a response from God.

Lillian Cruz, Dare to Dream Ministries Church and resident of Newburgh said that last week it was asked why the Christians are always praying in the Courts. To answer that

you have to look at our Nation's history which was founded on a belief that there is one true God. Since 1774 Congress has opened its sessions with prayer and since 1775 the U.S. Armed Forces has provided Chaplains to facilitate prayer and the worship of God for our military. Since April 30, 1789 President George Washington added, *"So help me God"* in his Inaugural Oath and all Presidents after him have done the same. Current law requires Supreme Court Justice and Law Courts to swear and affirm faithfully and impartially to perform all duties of office according to the Constitution, Law of the United States and, *"So help me god"* as part of their Oath. That is why there is always a Christian praying in the Courts. As a Nation it is our practice to seek the presence of the Lord to uplift our hopes, to make our requests known and to admit our need for God's wisdom in our decision making. For those who were offended by Christian Prayer, where were you when God established himself in the Executive, Legislative and Judicial branches of our Government which was done in 1774? Where were you when the Military fought Wars to give you the freedom to speak? Our Nation has adopted the motto, *"In God We Trust"*. It's on our dollars and coins so would you be offended if I handed you a bag with a million dollars in it? Would you be offended to pay your bills with that money? The Pledge of Allegiance states that we are one Nation under God. Can we let a spirit of offense govern the very foundation that the Lord has established in this United States?

Pastor Jesus, Town of Newburgh said that last week Mayor Harvey read a verse on how can we offend our brothers but you forget that you are also offending others who do believe in God and Prayer. In the verse it reads, *"If a non-believer invites you to a meal and you want to go, eat whatever is put before you without raising questions"*. In another verse is the correction that reads, *"If someone says to you that this has been offered in sacrifice"* and what is offered to you right now is a sacrificing of this Prayer. This Prayer is what has maintained this Council and what chose the community to vote for you. Don't think that you are sitting there because of your own will. We are the community and in this community pray for leaders to manage this community. If you don't believe in Prayer, then you are sitting in the wrong chair.

Mayor Harvey said it feels like the Council members are being attacked by saying, *"We put you in that seat and we voted for you"*. He reminded everyone that, *"Silent prayer is as strong and mighty as a vocal prayer"*. Let's make the record clear. We didn't say we were taking the prayer out we are just going to do it silently. He spoke with Rev. Howard and asked if a silent prayer is more effective than an out loud prayer or is an out loud prayer more effective to God than a silent prayer. We are not taking prayer out because people can pray silently. *"If any time I've looked at the face of death as a Christian, I have said my silent prayer and I've seen things change with a silent prayer."* Again, for the record, we are not taking prayer out we are just asking people to take a moment of silence so they can silently pray.

Pastor Jesus continued that in this community he is not saying that silent prayer is not effective but he told the Mayor that silent prayer is for him. When we pray for the community it is out loud because the enemy has to hear that you are being covered.

Feliciano Ortiz, New Windsor resident and member of Dare to Dream Christian Ministries Church said that a Moment of Silence is usually a gesture of respect for those who have died recently or were part of a tragic event. Jesus said in the Bible, *"If you stand before others who are willing to say you believe in me, then I will tell my Father in Heaven that you*

belong to me. If you stand before others and say you do not believe in me, then I will tell my Father in Heaven that you do not belong to me." Let's not forget who brought you to this place and what he brought you here for. Throughout history we have fought against segregation and telling us we are not allowed to pray publicly is a form of modern day segregation. Saying that we can't pray out loud as we normally do is like telling someone you can have water but you can't have it from this fountain. You can ride the bus with us but you have to ride in the back. Generations before us have fought for freedom and unity and to be who they are without having people suppress them yet we are being suppressed by telling us we cannot publicly pray. We are not here to offend anyone but we are here to speak about life and to open up their eyes because telling us we can't pray is not allowing us to open the eyes of those who are blind and do not know the word of God.

Steven Majano, 167 S. William Street said he is here to speak out against the Danskammer Plant. The Plant current operates at five percent and they want to operate at seventy percent so their proposal is to make a combined Plant that uses both gas and steam power. They will be using natural gas which is methane that is twenty five times more potent than carbon dioxide. In the City of Newburgh we have a health grade in air quality of "C" which is harmful air that affects the elderly and children with asthma the hardest. In Orange County, in terms of lung cancer, asthma and cardiovascular disease, we have higher rates than the National average. We should be seeking renewable sources of energy in the form of hydraulics, water and solar. The power that would be coming from the Plant only produces fifty five percent so it's not really worth it for the City of Newburgh to take that hit because we are not getting any tax revenue. There would only be three to four hundred workers there and they are not permanent jobs or positions so they won't even be offered to the residents of the City of Newburgh. If you put all of that together, it's a losing situation for the City of Newburgh in terms of environmental impacts, employees and tax revenue. It's a total loss and he doesn't think we should go in that direction.

Darius, a City of Newburgh resident, 213 Overlook Place said no one here seems to understand the issue at hand that the water and soil is about to be more poisoned than it is. His blood is poisoned and his back is messed up yet they want to build a Power Plant here and kill off all of the animals. There is a problem here. This room is packed with people wanting to have a Bible study but this is not the place for this. Half of the Council members aren't even here tonight and he feels that some of them are failures.

A Town of Newburgh resident read versus from the Bible. On June 14, 1945 is when they put Religion into the Government with "One Nation Under God". Should we have prayer at the City Council meetings? Who cares? You can have the Prayer or not have the Prayer because he doesn't personally care. The Bible isn't for everyone. We should move past this as quickly as possible and start worrying about this fracked gas because it's not good. The date for Newburgh Illuminated is very important for our City and we should continue to have that. We also need to find a solution for the water because every day we have more poison in our bodies.

Pauline Dillard, City of Newburgh said she wanted to speak about the Prayer being removed from the City Council meetings. She was part of the group that prayed with Pastor Rosie, Rev. Truncali and Jesse Howard when Newburgh had ten to twelve homicides a year and our heart were hurting. There is a God and prayer does work. This City is a mess because everyone jumps up and wants to be a Council person but never did anything in Newburgh. She has been out on the streets a long time trying to help the poor

that Jesus cares about. She can't believe that two people on this Council decided they didn't want to hear prayer so the leader in charge decided to get rid of it.

Mayor Harvey said we are not getting rid of it we are doing a silent prayer.

Ms. Dillard said she understands silent prayer but she also understands that the City of Newburgh has changed. There are lot of nationalities here who came from where Christianity was not important but in the City of Newburgh it is and you have to respect that because that is who is voting you in. The United States was founded on three documents: the Declaration of Independence where many references are made to God, the Constitution where this is no reference to God and the Paris Peace Treaty of 1783 when Great Britain gave the United States its independence. In that document there is a lot of talk about God and it said it will be under the Holy Trinity. Be careful saying you don't want prayer out loud. The few who don't want to listen to prayer can wait outside in the hallway and then come in after.

Pastor Curtis, New Jerusalem Church of God and Christ in Newburgh said that he has heard a lot of scriptures being quoted this evening but he agrees with the Supreme Court. The original lawsuit was not about changing the process that they were doing. There issue was that they were not included so we have to realize that Prayer is for everyone and the Supreme Court has decided that it's permissible to have Prayer at a City Council meeting. They also said that the Prayers may not disparage or discriminate against a specific Faith but officials need not go to extra lengths to make sure that all Faiths get represented in the prayer sessions even if that means one Faith winds up as the dominant message. He suggested that a way to satisfy this problem is that it doesn't have to be a Priest, a Minister or the Clergy to do an invocation. Anyone can do it. To go from the norm because of two individuals can also be looked at as favoritism by the City Council because those two individuals are on the City Council and it can look biased to others. We have to take this very seriously because if you change to a silent prayer without giving the people a voice, you have to remember that the government is of the people, by the people and for the people. To change it because of two people and leave the other thirty or forty thousand out is being biased in his opinion. We have to look at what the law says and realize that we are not trying to change it. The law is very clear so he thinks that we need to step back because it's not about Religion it's about what the law says. This is a Nation of laws and we are law abiding citizens.

Michael, Spring Street said he came to talk about the Power Plant. He has had a hard time looking online to really understand what the environmental impacts are going to be and he even reached out to the CEO. He can't find the reports and he is concerned because the future is green so we are going to be a green and smart city with more green union jobs here. The number one job in New Jersey right now is installing solar panels and that could be New York. With any Power Plant, what are they going to do for the City of Newburgh? Are they going to train our youth and help them prepare for these jobs? Are they going to invest in some community and workforce development? For any Power Plant that comes here and wants to expand here he wants to know what the environmental and economic impact will be and how are they going to invest in our city. We need a lot of green infrastructure so if we are going to tear up the roads let's put in some sensors and broadband. If we are going to do it, let's do it right and a lot of those jobs could be here. We have commercial warehousing so we could be a manufacturing city again with new technology. The two big utility companies here were bought out by larger companies so

when they increased their rates all of that money went to their bottom line and left here but he would rather see the solar and the money stay here to reinvest in us. Let's put some more money into Newburgh.

Meghan DuBois-O'Connor with Power Against Tobacco thanked the Council for their time during the Work Session and for considering resolution #32-2019 this evening. She especially wanted to thank Councilman Grice and Ms. Kelson for all of their assistance as they hope to make this a positive endeavor with the City of Newburgh.

Trish Halverson, City of Newburgh said that her son attends Horizon on the Hudson School and she serves on the Arts and Cultural Commission as well as helps out with the Downing Park Planning Committee whenever she can. Air B & B just named the Hudson Valley as one of the top ten places to visit in the entire World so the thought of a Power Plant pumping who knows what into our air and atmosphere goes against everything that she sees Newburgh reaching for.

Gayle Moran, Poughkeepsie said that when a company spends four hundred million dollars to upgrade a Plant they are looking at a long term project. We have to think about that because if we are trying to go to one hundred percent renewables this is not the way to do it.

There being no further comments this portion of the meeting was closed.

COMMENTS FROM THE COUNCIL REGARDING THE AGENDA AND GENERAL MATTERS OF CITY BUSINESS

Councilman Grice thanked everyone for coming out. When we sit behind this table the decisions that we make are sometimes tough because we are representing the whole City of Newburgh. Even if we are in different Wards we still take a whole city approach and we do not make these decisions lightly. He tries to get both sides of the issue so that when we make a decision we make it within the best interest of the City. Even when we disagree that disagreement is because we are trying to do what is best for the City. The most important thing for him today is that today is his birthday and he is here because someone prayed for him. He congratulated Mr. Venning on his appointment to Comptroller as it's very important that we get our financial house in order so he is looking forward to working with him. He is very happy about resolution #31-2019 renewing the Lease again with Sean Patrick Maloney at Grand Street because it gives us the political clout we need. We will have Assemblyman Jacobson here and Senator Skoufis so to have congressman Maloney here as well helps us as we are moving Newburgh forward. We have a good relationships with them and he looks forward to continuing that. On resolution #32-2019 he is very happy to have worked with Power Against Tobacco and he is looking forward to their continued help. He thanked our Corporation Counsel, Ms. Kelson for her hard work in helping to draft that resolution. Please come out on February 25th for the public hearing and he hopes that a resolution passes soon.

Councilwoman Rayford thanked God and said it is encouraging to hear from everyone. She is an Ordained Elder so she loves everyone and so does God. Continue to pray because that is one of our weapons in a war of good against evil. When she talks about war she is talking about the contamination of our air, water and everything so we pray for the situation and she is against Danskammer coming here. She congratulated and thanked Mr. Todd Venning for coming here to work in Newburgh. Moving forward she will be looking for tougher gun laws here in the City of Newburgh so we can stop this shooting that is starting up again. People are coming from other places to kill our people and we can't have that so we need stiffer gun laws. We also need to stop other crimes like human trafficking and put that to an end. To the Churches at large she said God bless you and continue praying.

Councilman Sklarz thanked the City Manager and City Hall staff for being very welcoming, friendly and helpful which he appreciates. He noted that he is uncomfortable with the title of Councilman and would prefer to just be called Bob. We heard a lot about air quality tonight and the Danskammer Plant but so much in life is beyond our control. With air and water we try our best so our opposition of Danskammer should continue as it is a step in the right direction. The smoke free environment, however, is something we can control. Our kids are on playgrounds and people are standing at Bus Stops so this is a really important resolution and he hopes everyone comes out during the public comment section.

Councilwoman Sofokles thanked everyone for coming out and said we have to hear from everyone as she has respect for everyone and every religion. She welcomed our new Comptroller and as our City Manager said earlier we are building a new team for 2019 which is true as there are a lot of exciting things happening here right now. She congratulated Councilman Grice on the smoke free thing because she is the biggest anti-

smoker you ever want to meet. It is kind of disappointing to her about Danskammer because she doesn't know that our vote is going to stop this project whether they vote for or against it. The biggest thing to her is our environment which is why she is trying to get recycling back in Newburgh because the people here are not recycling. We are working on that and we have a Grant out to get back to where we were in 2009. It is all about renewable energy right now for the future of our children so she is ninety nine percent sure that she is going to vote against Danskammer just because she doesn't think we have enough information about the positive effects it is going to have on the environment. She is also disappointed that they didn't come to the City of Newburgh and we had to put it on our agenda for them to include us in their Project.

Mayor Harvey thanked everyone for coming out tonight. He told his Christian brothers and sisters that he loves them and thanked them for all of their words of wisdom. If you know anything about me, I am the type of person that likes to be even handed, logical and rational and I like to hear all sides on any matter to make a decision or come up with a solution or a compromise. He spent a lot of time on the phone this afternoon with Pastor Rosie and they came up with some solutions. One is that anyone from any Faith who wants to pray and gets it to us in advance we can have them available for people when we have the Moment of Silence. That way people can grab them and have a word. We are not taking Prayer out we are just doing it in a silent way so it doesn't offend anyone which is not just two Council members. You heard several people speak and voice the same thing tonight who are in our community and who are constituents and voters. When people say, we voted you in that is a bully tactic and he doesn't do well with that when you just heard people from the community say they are offended. If one person is offended by this then we can't just say it's too bad and keep moving forward as we have in the past. You can still get up and pray when you have your three minutes at the microphone and no one is going to stop you.

There being no further comments this portion of the meeting was closed.

CITY MANAGER'S REPORT

Resolution No. 27 - 2019 - Change Order #1 with TAM Enterprises for Electric Service Repairs at Sewer Regulator No. 2

Councilwoman Rayford moved and Councilwoman Sofokles seconded.

Ayes: Grice, Rayford, Skarlz, Sofokles, Harvey - 5

Adopted

Resolution No. 28 - 2019 - Solitude Lake Management

Councilwoman Rayford moved and Councilman Grice seconded.

Ayes: Grice, Rayford, Skarlz, Sofokles, Harvey - 5

Adopted

Resolution No. 29 - 2019 Release of Covenants - 124-126 Benkard Avenue n/k/a 110 Benkard Avenue

Councilwoman Rayford moved and Councilwoman Sofokles seconded.

Ayes: Grice, Rayford, Skarlz, Sofokles, Harvey - 5

Adopted

Resolution No. 30 - 2019 Release of Covenants - 420 First Street

Councilwoman Rayford moved and Councilwoman Sofokles seconded.

Ayes: Grice, Rayford, Sofokles, Harvey - 4

Abstain: Sklarz - 1

Adopted

Resolution No. 31- 2019 Rep. Maloney District Office lease renewal

Councilwoman Rayford said that many people with his clout might not consider the City of Newburgh as a place to do business so she is happy about this. She thanked him and his staff for considering Newburgh.

Mayor Harvey echoed Councilwoman Rayford's sentiments. He has had a lot of interaction with Congressman Maloney over the years and anyone can make an appointment with the Congressman or just walk to his office. He is here and he is accessible because he is just a phone call or a walk away which is special for us.

Councilwoman Sofokles agrees. She doesn't ever remember an Assemblyman, a Senator and a Congressman having their offices in the City of Newburgh so that's pretty exciting.

Councilwoman Rayford moved and Councilman Grice seconded.

Ayes: Grice, Rayford, Skarlz, Sofokles, Harvey - 5

Adopted

Resolution No. 32 - 2019 Local Law for Smoke-free outdoors

Councilwoman Rayford moved and Councilman Grice seconded.

Ayes: Grice, Rayford, Skarlz, Sofokles, Harvey - 5

Adopted

Resolution No. 33 - 2019- Payment of Claim to Doris Vargas

Councilwoman Rayford moved and Councilman Grice seconded.

Ayes: Grice, Rayford, Skarlz, Sofokles, Harvey - 5

Adopted

Resolution No. 34 - 2019

Councilman Grice moved and Councilwoman Sofokles seconded.

Ayes: Grice, Rayford, Skarlz, Sofokles, Harvey - 5

Adopted

NEW BUSINESS

Mayor Harvey said there should be a resolution regarding the Farmer's Market which used to be with the House of Refuge but is now with the Cathedral.

Michelle Kelson, Corporation Counsel said that in order for her to prepare a resolution a submission has to be made. She received a phone call about a Grant and a phone call about some benches but she has not received any kind of submission for a resolution regarding the continuation of the Farmer's Market. She is being told that there may be a new sponsoring organization so these are the things she needs to have in writing so that she can track them.

Mayor Harvey asked Interim City Manager, Joseph Donat if the Executive Office received a call from Bishop Woody regarding the Farmer's Market at the Cathedral. He has done it in the past and would like to see a resolution on the next meeting for the Council to consider. He believes the Farmer's Market runs from July to October.

Ms. Kelson said that we need the exact dates for when it's going to begin and end and if they are planning to keep the same location. If they are moving the location and it's not on city property then that may not require a Council resolution. We need to know the name of the sponsoring organization, the dates of the event and we need to know the location where they intend to hold it.

Interim City Manager, Joseph Donat said that to the best of his knowledge his office did not receive a phone call.

Mayor Harvey mentioned that they were looking for a Press Conference because we really need the data and statistics on where we are with crime because he saw three reports and news articles recently that were all using old data. This is troubling because if you have your feet on the ground then you know there is a significant change in crime in the City of Newburgh. We had two homicides in November, 2018 so we almost went an entire year without one homicide. We have to do a Press Conference and get that data because there are external elements and forces outside of the City trying to control the narrative of what's happening in our City but we can't figure out why. Why would USA Today publish a

report listing us as one the top fifty worst cities to live in when we had record breaking increases in new homeowners and properties being remediated on the tax rolls. We have had record breaking numbers of businesses blooming in the City of Newburgh and a ten year low in our crime yet we get these national publications trying to change the narrative of our City and there has to be a reason why.

Police Chief Solomon noted that not one of the entities that printed this inaccurate information contacted him or anyone from the department. The only people who got a hold of him was the Mid-Hudson Times and he forwarded the same data to them that he forwarded to the City Council. We planned on having a news conference last week with all of our partners and stakeholders together but there were some scheduling conflicts so we haven't been able to pull it off yet but he will be sure to get that scheduled as quickly as possible. He repeated that not one of the entities, even the local ones that printed this inaccurate information gave him or anyone in his department the courtesy of a phone call.

Councilman Grice said that he, Councilwoman Mejia and our Interim City Manager along with some other people are working on having our own Public Relations person and will continue to work on that. It is time for the City of Newburgh to tell its own story as we cannot rely on other people to tell our story. Even before those negative stories came out we were working on having a spokesperson and that person will have a Communication Advisory Committee under them to come up with a Comprehensive Communication Plan. Whenever you see those stories and they have data from many years ago, that is not us. We are a definitely a City that is moving forward and we will continue to press the positive things that we are doing.

Mayor Harvey said that even if they don't do the Press Conference, he would still like to get an update with some data for the public to hear.

There being no further new business to discuss this portion of the meeting was closed.

OLD BUSINESS

Resolution No. 16-2019 - Opposing the Proposed Danskammer fracked gas plant expansion

Councilman Grice said he is opposed to Danskammer coming here because his line of thinking was the same as the Public Hearing we have coming up for smoking in our public areas. For every ten thousand residents we have there are about three hundred children who suffer from asthma and our water has been contaminated. People ask why are we interfering with something in the Town but he works very cooperatively with the Town and he has friends and family there as well as elected officials who he greatly respects. This is about our environment. The four hundred jobs for two years are not guaranteed to the City of Newburgh residents and Danskammer in past has not given the City of Newburgh or the Newburgh Enlarged City School District any funding so he doesn't foresee that coming in the future. He doesn't think that New York State should be moving in the direction towards fossil fuel, however, because we try to make informed decisions and because he would like the other Council members to be here he is asking that we bring this up as a new resolution so they can speak to that and we can get their view point.

Mayor Harvey said that as a child he had asthma and he is still considered asthmatic with an attack occurring once every few years. When he grew up in the 70's everyone smoked in their homes so the smoke and carcinogens got into the drapes, rugs and furniture. His senior year he did a research project on how and why carcinogens kill and are the leading cause of Cancer so the resolution regarding a smoke free environment is personal to him. As it relates to Danskammer with the fracking, part of our vision is to become a green city which is part of our vision for 2020 and our ten year Master Plan. We have green corporations coming with a Film Festival in June which is a major movement and they have this new green deal in Congress right now with Congresswoman Alexandria Ocasio-Ortiz and her colleagues at the Federal level so there is no doubt that that's the way to go and that's where we are going. His feeling is that this corporation and giving them the platform to speak, listen and hear them out was important to do but obviously with our environment and the contaminants we have been through enough trauma in Newburgh. With the water contamination we pushed for free blood testing, the ongoing litigation and the need to remediate the source. Someone mentioned the water tonight and we were on the Catskill Aqueduct, which is fresh, clean water but we are now on Brown's Pond which is also clean water so we are not drinking contaminated water. Because of that trauma and what we have been through we know where we all stand on this. It was mentioned earlier that they weren't asking anything of us at this point and they are going through an Article 10 process at the state level which is a very vigorous process. The awareness is important and knowing what's going so we are in this fight now and we have to make our decisions. He is happy it is going to continue to be on our agenda and they will make the decision when it's appropriate.

There being no further old business to discuss, this portion of the meeting was closed.

FURTHER COMMENTS FROM THE COUNCIL

Councilman Grice said that today is his birthday.

Councilwoman Rayford thanked everyone for coming out. At Thursday's Work Session they had a discussion about Sadie Tallie Day which will be held on June 1st. There are some events going on in the City of Newburgh and we need to come out and support one another. We started to celebrate the city workers and residents with a Christmas party and something last summer but we want to build more momentum here in the City of Newburgh. She noticed that the Hook Elite Boxing President is here tonight and the Council had mentioned in the past that we would support him and his endeavors so she hopes they will continue with that if they haven't. She told everyone to be safe and God bless. She added that the Snow Emergency is in effect so please adhere to the signs on your street.

Councilman Sklarz thanked everyone for coming out tonight. He believes that about a month ago Councilwoman Rayford mentioned St. Mary's Giving Day which services between two hundred and fifty and three hundred families once a month. They give out food and clothing for both adults and children as well as household products. It is on Friday starting at 9:00 in the morning so please pass the word to anyone who might be in

need.

Councilwoman Sofokles said she has said in the past that if you see a Police Officer in the City of Newburgh thank them because they are not here for the money. They are here because they love this City and they do a great job. A few of them have told her that people have actually stopped them to say thank you so please keep doing that as we lost seventeen Police Officers last year because they have to support their families so thank the ones that are here.

Mayor Harvey thanked everyone for coming out. He loves this City and the people in it and he has learned that we don't always have to agree as long as we disagree with respect and civility and continue to work for the betterment of everyone. He is happy about Chief Solomon and the Police Department because they work very hard and put their lives on the line every day so he said thank you from the bottom of his heart. The Shotspotter is working well and the video surveillance program is also working well and has paid off but nothing replaces human boots on the ground with community policing so he is excited to see how we continuously change the narrative with our City. They are looking into the License Plate Reader Program where we can see and track license plates that enter our city to see if people have warrants or if they are bringing anything into our City. To the Churches he added that we have this cold weather and snow coming so please think about opening your doors to the homeless. Some of our constituents don't have a place to live and they have to get a bus out to Middletown if there isn't enough room here so some Churches are opening their doors on these cold, cold nights.

ADJOURNMENT

There being no further business to come before the Council the meeting adjourned at 8:58 P.M.

**LORENE VITEK
CITY CLERK**

RESOLUTION NO.: 27 - 2019

OF

FEBRUARY 11, 2019

A RESOLUTION AUTHORIZING CHANGE ORDER NO. 1
WITH TAM ENTERPRISES, INC. FOR ELECTRICAL SERVICES
AT A COST OF \$15,114.00 IN THE REGULATOR NO. 2 IMPROVEMENTS PROJECT

WHEREAS, by Resolution No. 48-2018 of February 26, 2018, the City Council of the City of Newburgh, New York awarded a bid to TAM Enterprises, Inc. in the amount of \$1,257,750.00 for construction related to the Regulator No. 2 Improvements Project; and

WHEREAS, additional electrical work is necessary to reconnect the power feed from the City-owned pole that to the regulator, which was disconnected during a storm in the previous year; and

WHEREAS, TAM Enterprises, Inc. has submitted Change Order No. 1 in the amount of \$15,114.00 to perform the electrical work with funding for the change order derived from HG1.8197.0200.8166.2017; and

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the Interim City Manager be and he hereby is authorized to execute Change Order No. 1 with the TAM Enterprises, Inc. for electrical services in the amount of \$15,114.00 in the Regulator No. 2 Improvements Project.

Jason Morris, P.E.
City Engineer
City of Newburgh
83 Broadway
Newburgh, NY 12550

Arcadis of New York, Inc.
855 Route 146
Suite 210
Clifton Park
New York 12065
Tel 518 250 7300
Fax 518 250 7301
www.arcadis.com

Subject:
Regulator No. 2 Improvements
Bid No. 12-17 – General Construction
Contingency Allowance Authorization No. 1

Water

Date:
January 29, 2019

Dear Mr. Morris:

Contact:
A.J. Brooks

Pursuant to your request, Arcadis has reviewed TAM Enterprise, Inc. (TAM) Change Order Proposal No.1 for additional electrical services to reconnect the power feed from an existing City of Newburgh (City) owned power pole to the regulator structure. The power feed was knocked down by a tree during a storm event last year and was never reconnected. The cost for this work is \$15,114.00. I have attached TAM's proposal, and the Request for Change Order Proposal No. 1, that was issued by Arcadis for your reference. The Regulator No.2 Improvements Project is required by a New York State Department of Environmental Conservation (NYSDEC) Order on Consent as a result of the Combined Sewer Overflow (CSO) Long Term Control Plan (LTCP). In order to complete the Contract Work and bring the project to substantial completion, the power feed requires being reconnected prior to March 1, 2019, the date that the Consent Order dictates the project is to be completed by.

Phone:
518 250 7374

Email:
a.j.brooks@arcadis.com

Our ref:
04881005.0000

Arcadis reviewed the proposal based on the net changes to the Work and found it to be fair and reasonable. Therefore, we are recommending that the City authorize this work under the Contingency Allowance for the lump sum of \$15,114.00. This leaves a remaining balance of \$84,886.00 in the Contingency Allowance. Arcadis anticipates that a change order for a credit of the remaining balance of the Contingency Allowance be made at the end of the Project.

If accepted, please authorize this work under the Contingency Allowance by signing where indicated for signature by the Owner on the next page. Please keep one original copy of this Contingency Allowance Authorization for the City's records and return two copies to this office for distribution.

Mr. Jason Morris
City of Newburgh
January 29, 2019

If you have any questions or concerns, please do not hesitate to call either Robert Ostapczuk or myself at (518) 250 – 7300.

Sincerely,

Arcadis of New York, Inc.



A.J. Brooks, P.E.
Project Engineer

Authorized by Owner:

Authorized Signature

Date

Copies:

B. Smith (TAM)

File

Enclosures:

Attachments

- 1 TAM Enterprises, Inc Change Order Proposal No. 1
- 2 Request for Change Order Proposal No. 1



**114 Hartley Road
Goshen, NY 10924
Phone: (845)-294-8882
Fax: (845)-294-8883**

January 29, 2019

A.J Brooks
Arcadis
855 Route 146, Suite 210
Clifton Park, NY 12605

RE: **Change order # 1 – Proposal – Newburgh Regulator # 2 Improvements**

Mr. Brooks:

As requested by A.J Brooks of Arcadis, TAM Enterprises, Inc. (TAM) has provided the attached quotation for completion of the above referenced project. The estimate is based on A verbal Directive given by Arcadis to provide underground conduit for electrical wiring other than what has been shown and specified in the contract documents. Specifically, the general scope of services priced for this quotation is limited to:

1. Electrical Scope as per proposal request by Arcadis Dated November 20, 2018.

The above scope will be completed for the lump sum amount of:

\$15,114.00 (Fifteen Thousand One Hundred and Fourteen Dollars and zero cents)

Pricing Assumptions, Exclusions & Notes:

- All work will be performed During Normal business Hours 8:00am-4:30pm
- Rock excavation is excluded
- TAM assumes backfill with material onsite
- This work will add 3 days to the contract

Please contact us with any questions regarding the change order proposal.

Sincerely,

Chad Young

Chad Young - Estimator / Project Manager

Cc: Brian Smith/TAM

Customer Signature: _____

Accepted By: _____

Proposal Valid for a period of 30 days from Date provided on Quote.

A Service Charge of 1.5%, 18% APR, will be added to all overdue accounts. Accounts are considered overdue on the 31st day past the invoice date. You will also be liable for all legal and collection fees.

PROPOSAL REQUEST

Owner: City of Newburgh

Project Name: Regulator No. 2 Improvements

Proposal Request No.: 1 Date: November 20, 2018

Contract Name and No.: General Construction -- Bid No. 1.18

Contractor: TAM Enterprises, Inc.

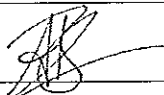
Other contracts Involved in Proposed Change: N/A

TO CONTRACTOR: Please submit a complete Change Proposal for the proposed modifications described below. If the associated Change Proposal is approved, a Change Order or allowance authorization will be issued to authorize adjustment so the scope of the Work. This Proposal Request is not a Change Order, Work Change Directive, Field Order, or an authorization to proceed with the proposed Work described below.

SCOPE OF PROPOSED WORK:

Provide all material, labor, and incidentals necessary to reconnect power from the City owned power pole #77375 to the Regulator Structure Electrical Kiosk. The power line should be buried in 1.5" PVC coated rigid steel conduit per the Typical Direct Buried Conduit on Drawing E-04. Route the conduit and cable in the same trench as Circuit-17.

Proposal requested by: A.J. Brooks

Signature of Requestor:  _____

RESOLUTION NO.: 28 - 2019

OF

FEBRUARY 11, 2019

A RESOLUTION AUTHORIZING THE INTERIM CITY MANAGER TO ACCEPT
A PROPOSAL AND EXECUTE AN AGREEMENT WITH
SOLITUDE LAKE MANAGEMENT FOR PROFESSIONAL SERVICES FOR
ALGAE MANAGEMENT AT WASHINGTON LAKE AND BROWNS POND

WHEREAS, the City of Newburgh needs to monitor water quality at Washington Lake and Browns Pond for potential harmful algal blooms; and

WHEREAS, Solitude Lake Management has submitted a proposal for professional services related to water quality monitoring and treatment for harmful algal blooms that may impact the water quality; and

WHEREAS, the funding for such services shall be derived from F.8389.0448.5022.0000; and

WHEREAS, the City Council has reviewed the annexed proposal and has determined that such services are in the best interests of the City of Newburgh and its residents;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the Interim City Manager be and he is hereby authorized to accept a proposal and execute an agreement with Solitude Lake Management for professional services related to water quality monitoring and treatment for harmful algal blooms at Washington Lake and Browns Pond.



RESERVOIR MANAGEMENT PROPOSAL

PROPERTY NAME: Lake Washington and Brown's Pond
CONTRACT DATE: January 22, 2019
SUBMITTED TO: Wayne Vradenburgh
SUBMITTED BY: Bob Schindler
SPECIFICATIONS: City of Newburgh Reservoirs Algae Treatments

Solitude Lake Management is submitting this proposal to perform algaecide treatments for the City of Newburgh at Washington Lake and Brown's Pond Reservoir in 2019. **Algaecide treatments are typically conducted as needed 4-5 times per season May through September. Treatments in 2019 will only be conducted upon the request and authorization of the City of Newburgh.**

In accordance with NYS DEC regulation, SOLitude Lake Management staff will act as the responsible applicator, and directly apply the algaecide as part of the application. The treatment vessel is equipped with onboard tank mixing of water and algaecide and is labeled to conform to all NYSDEC requirements. In 2019, an algaecide will be supplied by SOLitude Lake Management, with product being transferred to the reservoir on the day of treatment. Frequency of treatments will be based upon prevailing lake conditions, but will only be conducted upon request of the client. The reservoir will be treated with copper sulfate labeled for aquatic use. Prior to application, pH, water clarity, dissolved oxygen and alkalinity will be recorded to assure suitable conditions exist for the application.

According to NYSDEC regulations, an Aquatic Use Permit is not required "for the use of copper sulfate for the purpose of algae control by a duly constituted water supply agency in its water supply waters." Region 3 policy states that a registered business can act on behalf of a duly constituted water supply agency without the Aquatic Pesticide Permit requirement. However, where Regulated Freshwater Wetlands encroach into the lake, a Freshwater Wetland Permit is required. This proposal includes SOLitude Lake Management filing for the Freshwater Wetlands Permit on behalf of the city of Newburgh if such permit is required.

Federal regulations require that all aquatic pesticide applications in New York comply with a State Pollution Discharge Elimination System General Permit (SPDES) whether or not an Aquatic Pesticide Use Permit is required or not.

Service Reporting:

1. Client will be provided with a service report detailing all of the work performed as part of this contract.

General:

1. Contractor is a licensed pesticide applicator in the state in which service is to be provided.

Competitively Sensitive & Proprietary Materials -- The information contained herein is the intellectual property of SOLitude Lake Management. Recipient may not disclose to any outside party any proprietary information, processes, or pricing contained in this document or any of its attachments without the prior written consent of SOLitude Lake Management. This document is provided to the recipient in good faith and it shall be the responsibility of the recipient to keep the information contained herein confidential.



2. Individual Applicators are Certified Pesticide Applicators in Aquatics, Public Health, Forestry, Right of Way, and Turf/Ornamental as required in the state in which service is to be provided.
3. Contractor is a SePRO Preferred Applicator and dedicated Steward of Water. Each individual applicator has been trained and educated in the water quality testing and analysis required for site specific water quality management prescriptions, and utilizes an integrated approach that encompasses all aspects of ecologically balanced management. Each applicator has received extensive training in the proper selection, use, and application of all aquatic herbicides, algaecides, adjuvants, and water quality enhancement products necessary to properly treat our clients' lakes and ponds as part of an overall integrated pest management program.
4. Contractor guarantees that all products used for treatment are EPA registered and labeled as appropriate and safe for use in lakes, ponds, and other aquatic sites, and are being applied in a manner consistent with their labeling.
5. All pesticide applications made directly to the water or along the shoreline for the control of algae, aquatic weeds, or other aquatic pests as specified in this contract will meet or exceed all of the contractor's legal regulatory requirements as set forth by the EPA and related state agencies for NPDES and FIFRA. Contractor will perform treatments that are consistent with NPDES compliance standards as applicable in and determined by the specific state in which treatments are made. All staff will be fully trained to perform all applications in compliance with all federal, state, and local law.
6. Contractor will furnish personnel, equipment, boats, materials, and other items required to provide the foregoing at his expense.
7. Contractor will maintain general liability and workman's compensation insurance.
8. Client understands and acknowledges that there are irrigation restrictions associated with many of the products used to treat their lakes. The client is responsible for notifying the contractor in advance of the contract signing and the start of the contract treatment if they utilize any of the water in their lakes for irrigation purposes. The client accepts full responsibility for any issues that may arise from the irrigation of turf, ornamentals, trees, crops, or any other plants as a result of treated water being used by the client for irrigation without the consent or knowledge of the contractor.
9. Although there is rarely direct fish toxicity with the products used for treatment when applied at the labeled rate, any time there is an extreme infestation of algae and aquatic weeds, there is a risk of dissolved oxygen drops as a result of large masses of algae and aquatic weeds dying and decomposing simultaneously. This risk is most severe in times of extremely hot weather and warm water temperatures, as these are the conditions during which dissolved oxygen levels are naturally at their lowest levels. Often lakes will experience natural fish kills under these conditions even if no treatment is performed. Every effort, to include the method and timing of application, the choice of products, and the skill and training of the applicators is made to avoid such problems. This risk is especially mitigated by the use of systemic herbicides wherever possible, which results in a very slow steady

Competitively Sensitive & Proprietary Materials – The information contained herein is the intellectual property of SOLitude Lake Management. Recipient may not disclose to any outside party any proprietary information, processes, or pricing contained in this document or any of its attachments without the prior written consent of SOLitude Lake Management. This document is provided to the recipient in good faith and it shall be the responsibility of the recipient to keep the information contained herein confidential.



control of the target weed species. However, the client understands and accepts that there is always a slight risk of the occurrence of adverse conditions outside the control of the contractor that will result in the death of some fish and other aquatic life. The client also understands and accepts that similar risks would remain if the algae or submersed invasive vegetation present in the lake goes uncontrolled, as it will over time interfere with the health and well being of the existing fish population. The client agrees to hold the contractor harmless for any issues with fish or other aquatic life which occur as described above, or are otherwise outside the direct control of the contractor, unless there is willful negligence on the part of the contractor.

10. Contractor shall be reimbursed by the client for any non-routine expenses, administrative fees, compliance fees, or any other similar expense that are incurred as a result of requirements placed on the contractor by the client that are not covered specifically by the written specifications of this contract.
11. The client agrees to pay penalties and interest in the amount of 2% per month for all past due invoices and related account balances in excess of 30 days past due from the due date as specified by the contract and as stated on the relevant invoice presented to the client.
12. The client covenants and agrees to pay reasonable attorney's fees and all other related costs and expenses of Solitude Lake Management® for collection of past due invoices and account balances and for any other actions required to remedy a material breach of this contract.

ON CALL ALGAE MANAGEMENT CONTRACT PRICING:

PHYTOPLANKTON IDENTIFICATION AND ENUMERATION

Solitude Lake Management can conduct Phytoplankton ID and Enumeration on water samples supplied from Washington Lake and Brown's Pond. Samples will be collected by Reservoir personnel and forwarded to Solitude Lake Management via overnight courier. Samples should be collected in 1 liter plastic jars, labeled with proper identification and refrigerated during shipment. A visibility measurement taken with a secchi disk should accompany each sample. Samples will be sand filtered, and microscopic identification to genus level (natural units/ml) and enumeration will be conducted at Solitude Lake Management's Washington, NJ location. Examination results will be reported to the City within 24 hours of receipt. Results will be summarized in chart and graph formats, including notes on population structure.

The cost to conduct Phytoplankton Identification/Enumeration of supplied water samples in 2019 is \$195.00 per sample. Prices do not include the overnight courier expense which is the responsibility of the Client. Invoices will be submitted monthly following completion of the Identification and Enumeration. Empty plastic bottles and other shipping supplies will be boxed and returned to the Client, at their cost, if requested.

Reservoir Algae Control:

1. Reservoir will be inspected on an on-call basis.

Competitively Sensitive & Proprietary Materials – The information contained herein is the intellectual property of Solitude Lake Management. Recipient may not disclose to any outside party any proprietary information, processes, or pricing contained in this document or any of its attachments without the prior written consent of Solitude Lake Management. This document is provided to the recipient in good faith and it shall be the responsibility of the recipient to keep the information contained herein confidential.



2. Algae found in the lake during each inspection shall be treated and controlled through the application of algaecides and aquatic surfactants as needed for control of the algae present at the time of service.
3. Water use restrictions will be posted in the vicinity at the time of treatment. The client is responsible for removal of any treatment postings upon expiration.

Service and Payment Schedule:

Task 1: Phytoplankton Identification and Enumeration	\$ 195.00 per sample
Task 2: Copper Sulfate Treatment (91.5 acres, 0.3 ppm – upper 6')	\$ 2,920.00 per treatment
Task 3: Cutrine Plus Treatment (91.5 acres, 0.3 ppm – upper 4')	\$ 11,235.00 per treatment
Task 4: Notice of Intent (NOI) – Client Responsibility	\$ 110.00

**paid directly to NYSDEC by client during November of each year*

Invoicing will be submitted following each approved treatment. Sampling invoices will be invoiced monthly based on cumulative number of samples completed. NY Sales Tax will be added to all invoicing.

APPROVED:

SOLitude Lake Management

(Authorized Signature)

City of Newburgh, NY

(Print Name and Title)

(Date)

Competitively Sensitive & Proprietary Materials – The information contained herein is the intellectual property of SOLitude Lake Management. Recipient may not disclose to any outside party any proprietary information, processes, or pricing contained in this document or any of its attachments without the prior written consent of SOLitude Lake Management. This document is provided to the recipient in good faith and it shall be the responsibility of the recipient to keep the information contained herein confidential.

RESOLUTION NO.: 29-2019

OF

FEBRUARY 11, 2019

A RESOLUTION AUTHORIZING THE EXECUTION
OF A RELEASE OF RESTRICTIVE COVENANTS AND RIGHT OF RE-ENTRY
FROM A DEED ISSUED TO CRYSTAL BAYNE TO THE PREMISES
KNOWN AS 110 BENKARD AVENUE (SECTION 44, BLOCK 2, LOT 22)
f/k/a 124-126 BENKARD AVENUE

WHEREAS, by Resolution No.: 105-2010 of May 10, 2010, this Council authorized the acceptance and assumption of all the assets and liabilities of the Newburgh Community Development Agency ("NCDA"), all without consideration, pursuant to Section 554(19) of the General Municipal Law; and

WHEREAS, Resolution No.: 105-2010 of May 20, 2010, further authorized the Acting City Manager to execute and accept delivery of any and all deeds, assignments, instruments, agreements, and any and all other necessary documents to effect such acceptance and assumption by the City; and

WHEREAS, on May 6, 1998, the NCDA conveyed property located at 124-126 Benkard Avenue (n/k/a 110 Benkard Avenue), being more accurately described on the official Tax Map of the City of Newburgh as Section 44, Block 2, Lot 22, to Crystal Bayne; and

WHEREAS, a request for the a release of the restrictive covenants contained in the deed from the NCDA has been received and it has been determined that such release be granted; and

WHEREAS, this Council has determined that executing said Release, as successor in interest to the NCDA, 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 Interim 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, as Successor in Interest to the Newburgh Community Development Agency f/k/a the Newburgh Urban Renewal Agency, 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 124-126 Benkard Avenue, now known as 110 Benkard Avenue, Section 44, Block 2, Lot 22 on the Official Tax Map of the City of Newburgh, from those restrictive covenants numbered 1, 2, 3, and 4 in a deed dated May 6, 1998 from THE NEWBURGH COMMUNITY DEVELOPMENT AGENCY to CRYSTAL BAYNE, recorded in the Orange County Clerk's Office on May 6, 1998, in Liber 4779 of Deeds at Page 267 and does further release said premises from the right of re-entry reserved in favor of the City of Newburgh as Successor in Interest to the Newburgh Community Development Agency f/k/a the Newburgh Urban Renewal Agency, as set forth in said deed.

Dated: _____, 2019

THE CITY OF NEWBURGH

By:

Joseph Donat, Interim City Manager
Pursuant to Res. No.: -2019

STATE OF NEW YORK)

) ss.:

COUNTY OF ORANGE)

On the ____ day of _____ in the year 2019, before me, the undersigned, a Notary Public in and for said State, personally appeared JOSEPH 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.

RECORD & RETURN TO: _____

RESOLUTION NO.: 30-2019

OF

FEBRUARY 11, 2019

A RESOLUTION AUTHORIZING THE EXECUTION
OF A RELEASE OF RESTRICTIVE COVENANTS AND RIGHT OF RE-ENTRY
FROM A DEED ISSUED TO WILLIAM J. MCCARTNEY, III TO THE PREMISES
KNOWN AS 420 FIRST STREET (SECTION 21, BLOCK 1, LOT 22)

WHEREAS, on April 5, 2018, the City of Newburgh conveyed property located at 420 First Street, being more accurately described on the official Tax Map of the City of Newburgh as Section 21, Block 1, Lot 22, to William J. McCartney, III; and

WHEREAS, the owner has requested a release of the restrictive covenants contained in said deed; 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 to grant such request;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the Interim 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.

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 420 First Street, Section 21, Block 1, Lot 22 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 April 5, 2018 from THE CITY OF NEWBURGH to William J. McCartney, III, recorded in the Orange County Clerk's Office on April 9, 2018, in Liber 14386 of Deeds at Page 1209 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.

THE CITY OF NEWBURGH

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

RECORD & RETURN TO:

RESOLUTION NO.: 31 - 2019

OF

FEBRUARY 11, 2019

A RESOLUTION AUTHORIZING A LEASE AMENDMENT WITH
REPRESENTATIVE SEAN PATRICK MALONEY
FOR A PORTION OF THE SECOND FLOOR OF 123 GRAND STREET
FOR A TERM OF TWO YEARS IN THE AMOUNT OF \$2,000.00 PER MONTH

WHEREAS, by Resolution No. 12-2013 of January 14, 2013, the City Council of the City of Newburgh authorized the City Manager to execute a lease agreement with Representative Sean Patrick Maloney for a portion of the second floor of 123 Grand Street; and

WHEREAS, by Resolution No. 6-2015 of January 12, 2015, the City Council of the City of Newburgh authorized the City Manager to execute a renewal lease agreement with Representative Sean Patrick Maloney for a portion of the second floor of 123 Grand Street; and

WHEREAS, by Resolution No. 17-2017 of January 9, 2017, the City Council of the City of Newburgh authorized the City Manager to execute a renewal lease agreement with Representative Sean Patrick Maloney for a portion of the second floor of 123 Grand Street; and

WHEREAS, Representative Sean Patrick Maloney has expressed an interest in renewing said lease to continue the use of said premises as a Congressional District Office; and

WHEREAS, the renewal term of the lease shall be two years and the rent shall be two thousand (\$2,000.00) dollars per month as set forth in the amendment of lease, a copy of which is annexed hereto and made a part of this resolution; and

WHEREAS, this Council has reviewed such lease and finds that entering into the same would be in the best interests of the City of Newburgh and the community alike;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the Mayor be and he is hereby authorized to execute the attached lease amendment agreement with Representative Sean Patrick Maloney for a portion of the second floor of 123 Grand Street on the terms and conditions contained in the subject lease.

District Office Lease Amendment – Instructions

NO LEASE AMENDMENT OR ATTACHMENT CAN BE SIGNED BEFORE THEY HAVE BEEN APPROVED BY THE ADMINISTRATIVE COUNSEL.

The term for a District Office Lease Amendment for the 116th Congress may not commence prior to January 3, 2019.

Members should endeavor to lease space through the last day of a congressional term rather than the last day of a calendar year. For the 116th Congress, leases should end on January 2, 2021, not December 31, 2020.

- A. Section 1 has three blank lines to be filled in:
 - 1. the term of the previous lease that is being amended or extended;
 - 2. street address of office being leased; and
 - 3. city, state and ZIP where office is being leased.
- B. Section 2 requires the new ending date (if the lease is going to be extended), which must be on or before January 2, 2021. If the lease is not going to be extended, write "N/A" in the space provided.
- C. Section 3 requires the monthly rent amount for the extended term, and if any other provision is changed, the blank space beneath Section 3 is provided for any changes or additions. If there are no other changes to your existing lease, write "NONE" in the space provided.
- D. The Member/Member-Elect is required to personally sign the documents.
- E. A District Office Lease Attachment for the 116th Congress must accompany this District Office Lease Amendment ("Amendment").
- F. Prior to either party signing an Amendment, the Member/Member-Elect must submit the proposed Amendment, accompanied by a copy of the District Office Lease Attachment for the 116th Congress, to the Administrative Counsel for review and approval. If the proposed terms and conditions of the Amendment are determined to be in compliance with applicable law and House Rules and Regulations, the Administrative Counsel will notify the Member/Member-Elect that (s)he may proceed with the signing of the Amendment. Please submit the proposed Amendment and District Office Lease Attachment either by e-mail in PDF form (leases@mail.house.gov) or fax (202-225-6999).
- G. Once signed by both parties, the Amendment and District Office Lease Attachment must be submitted to the Administrative Counsel for final approval. They may be sent by email in PDF form (leases@mail.house.gov) or faxed to 202-225-6999.
- H. If approved, Administrative Counsel will send them to Finance so that payment can begin. If there are errors, you will be contacted and required to correct them before the Amendment is approved.
- I. If you have any additional questions about District Office Leases, please contact the Office of the Administrative Counsel by e-mail (leases@mail.house.gov).

U.S. House of Representatives

Washington, D.C. 20515

District Office Lease Amendment

(Page 1 of 2 – 116th Congress)

1. **Prior Lease Term.** The undersigned Landlord ("Lessor") and Member of the U. S. House of Representatives ("Lessee") agree that they previously entered into a District Office Lease ("Lease") (along with the District Office Lease Attachment), which covered the period from 1/3/2017 to 1/2/2019 for the lease of office space located at 123 Grand Street, 2nd Floor in the city, state and ZIP of Newburgh, NY 12550.
2. **Extended Term.** If applicable, the above referenced Lease is extended through and including January 2, 2021. (This District Office Lease Amendment ("Amendment") may not provide for an extension beyond January 2, 2021, which is the end of the constitutional term of the 116th Congress.)
3. **Rent and Any Other Changes.** The monthly rent for the extended term of the Lease shall now be \$2,000.00. All other provisions of the existing Lease shall remain unchanged and in full effect, except for the following additional terms, which are modified as indicated in the space below [If no additional terms are to be modified, write the word "NONE" below].

NONE
4. **District Office Lease Attachment for 116th Congress.** This Amendment shall have no force and effect unless and until accompanied by an executed District Office Lease Attachment for the 116th Congress and the District Office Lease Attachment for the 116th Congress attached hereto supersedes and replaces any prior District Office Lease Attachment.
5. **Counterparts.** This Amendment may be executed in any number of counterparts and by facsimile copy, each of which shall be deemed to be an original but all of which together shall be deemed to be one and the same instrument.
6. **Section Headings.** The section headings of this Amendment are for convenience of reference only and shall not be deemed to limit or affect any of the provisions hereof.

[Signature page follows.]

U.S. House of Representatives
Washington, D.C. 20515
District Office Lease Amendment
(Page 2 of 2 – 116th Congress)

IN WITNESS WHEREOF, the parties have duly executed this District Office Lease Amendment as of the later date written below by the Lessor or the Lessee.

City of Newburgh

Print Name of Lessor/Landlord/Company

Sean Patrick Maloney

Print Name of Lessee

By: _____

Lessor Signature

Name:

Title:

Lessee Signature

Date

Date

*This District Office Lease Amendment must be accompanied with an executed
District Office Lease Attachment.*

District Office Lease Attachment- Instructions

The District Office Lease Attachment must accompany *every* Lease or Lease Amendment that is submitted for a Member/Member-Elect's District Office.

NO LEASE, AMENDMENT OR ATTACHMENT CAN BE SIGNED BEFORE THEY HAVE BEEN APPROVED BY THE ADMINISTRATIVE COUNSEL.

The term of a District Office Lease or Amendment for the 116th Congress may not commence prior to January 3, 2019.

Members should endeavor to lease space through the last day of a congressional term rather than the last day of a calendar year. For the 116th Congress, leases should end on January 2, 2021, not December 31, 2020.

A few things to keep in mind:

- A. The Member/Member-Elect is required to personally sign the documents.
- B. The Member/Member-Elect must indicate in Section A ("Lease Amenities") of the Attachment whether the proposed leased space will serve as a flagship district office.
- C. The Lessor must complete the amenities checklist in Section A ("Lease Amenities"), unless the checkbox at the top of the amenities checklist is marked to indicate that amenities are listed elsewhere in the Lease.
- D. Broadband/cable availability can be checked by entering the address of the proposed leased space at <https://broadbandmap.fcc.gov>. The Member/Member-Elect should still confirm broadband/cable status directly with the Lessor.
- E. Section B ("Additional Terms and Conditions") of the Attachment **SHALL NOT** have any provisions deleted or changed.
- F. Even if rent is zero, an Attachment is still required.
- G. Prior to either party signing a Lease or Amendment, the Member/Member-Elect must submit the proposed Lease or Amendment, accompanied by a copy of the Attachment, to the Administrative Counsel for review and approval. If the Administrative Counsel determines that the proposed terms and conditions of the Lease or Amendment are in compliance with applicable law and House Rules and Regulations, the Administrative Counsel will notify the Member/Member-Elect that (s)he may proceed with the execution of the Lease or Amendment. Please submit the proposed Lease or Amendment and Attachment either by e-mail in PDF form (leases@mail.house.gov) or by fax (202-225-6999).
- H. Once signed by both parties, the Lease or Amendment and the Attachment must be submitted to the Administrative Counsel for final approval. The Attachment should be submitted at the same time the Lease or Amendment is sent to the Administrative Counsel. They may be sent by email in PDF form (leases@mail.house.gov) or faxed to (202-225-6999).
- I. Without a properly signed and submitted Attachment, the Lease or Amendment cannot be approved and payments will not be made. The parties agree that any charges for default, early termination or cancellation of the Lease or Amendment which result from actions taken by or on behalf of the Lessee shall be the sole responsibility of the Lessee, and are not reimbursable from the Member's Representational Allowance.
- J. Lessor shall provide a copy of any assignment, estoppel certificate, notice of a bankruptcy or foreclosure, or notice of a sale or transfer of the leased premises to the Administrative Counsel by e-mail in PDF form (leases@mail.house.gov).

U.S. House of Representatives
Washington, D.C. 20515

District Office Lease Attachment

(Page 1 of 5 – 116th Congress)

SECTION A
(Lease Amenities)

Section A designates whether the leased space will be the Member/Member-Elect's flagship (primary) office and sets forth the amenities provided by the Lessor to be included in the Lease. Except as noted below, the amenities listed are not required for all district offices.

To be completed by the Member/Member-elect:

- ☐ The leased space will serve as my flagship (primary) District Office.
☐ The leased space will NOT serve as my flagship (primary) District Office.

To be completed by the Lessor:

- ☐ Amenities are separately listed elsewhere in the Lease.
(The below checklist can be left blank if the above box is checked.)

The Lease includes (please check and complete all that apply):
(Items marked with an asterisk and in bold are **required** for ALL district offices for the 116th Congress.)

☒ * **Broadband and/or Cable Access to the Leased Space (e.g. Comcast, Cox, Verizon, etc.).**
(Check broadband status by entering the leased space address at <https://broadbandmap.fcc.gov>.
The parties should also directly discuss broadband status.)

☒ * **Interior Wiring CAT 5e or Better within Leased Space.**

☐ Lockable Space for Networking Equipment.

☒ Telephone Service Available.

☒ Parking. ☐ Assigned Parking Spaces
☐ Unassigned Parking Spaces
☒ General Off-Street Parking on an As-Available Basis

☒ Utilities. Includes: water, sewer, and electricity

☒ Janitorial Services. Frequency: 1x per week - common area including kitchen

☒ Trash Removal. Frequency: 1x per week - common area including kitchen

☐ Carpet Cleaning. Frequency: _____

☐ Window Washing. ☐ Window Treatments.

☐ Tenant Alterations Included In Rental Rate.

☒ After Hours Building Access.

☐ Office Furnishings. Includes: _____

☐ Cable TV Accessible. If checked, Included in Rental Rate: ☐ Yes ☐ No

☒ Building Manager. ☐ Onsite ☒ On Call Contact Name: George Garrison

Phone Number: (845) 565-3297 Email Address: ggarrison@cityofnewburgh-ny.gov

Send completed forms to: Administrative Counsel, 217 Ford House Office Building, Washington, D.C. 20515.
Copies may also be faxed to 202-225-6999.

District Office Lease Attachment
(Page 2 of 5 – 116th Congress)

SECTION B
(Additional Terms and Conditions)

1. **Incorporated District Office Lease Attachment.** Lessor (Landlord) and Lessee (Member/Member-Elect of the U.S. House of Representatives) agree that this District Office Lease Attachment ("Attachment") is incorporated into and made part of the Lease ("Lease") and, if applicable, District Office Lease Amendment ("Amendment") to which it is attached.
2. **Performance.** Lessor expressly acknowledges that neither the U.S. House of Representatives (the "House") nor its Officers are liable for the performance of the Lease. Lessor further expressly acknowledges that payments made by the Chief Administrative Officer of the House (the "CAO") to Lessor to satisfy Lessee's rent obligations under the Lease – which payments are made solely on behalf of Lessee in support of his/her official and representational duties as a Member of the House – shall create no legal obligation or liability on the part of the CAO or the House whatsoever. Lessee shall be solely responsible for the performance of the Lease and Lessor expressly agrees to look solely to Lessee for such performance.
3. **Modifications.** Any amendment to the Lease must be in writing and signed by the Lessor and Lessee. Lessor and Lessee also understand and acknowledge that the Administrative Counsel for the CAO ("Administrative Counsel") must review and give approval of any amendment to the Lease prior to its execution.
4. **Compliance with House Rules and Regulations.** Lessor and Lessee understand and acknowledge that the Lease shall not be valid, and the CAO will not authorize the disbursement of funds to the Lessor, until the Administrative Counsel has reviewed the Lease to determine that it complies with the Rules of the House and the Regulations of the Committee on House Administration, and approved the Lease by signing the last page of this Attachment.
5. **Payments.** The Lease is a fixed term lease with monthly installments for which payment is due in arrears on or before the end of each calendar month. In the event of a payment dispute, Lessor agrees to contact the Office of Finance of the House at 202-225-7474 to attempt to resolve the dispute before contacting Lessee.
6. **Void Provisions.** Any provision in the Lease purporting to require the payment of a security deposit shall have no force or effect. Furthermore, any provision in the Lease purporting to vary the dollar amount of the rent specified in the Lease by any cost of living clause, operating expense clause, pro rata expense clause, escalation clause, or any other adjustment or measure during the term of the Lease shall have no force or effect.
7. **Certain Charges.** The parties agree that any charge for default, early termination or cancellation of the Lease which results from actions taken by or on behalf of the Lessee shall be the sole responsibility of the Lessee, and shall not be paid by the CAO on behalf of the Lessee.
8. **Death, Resignation or Removal.** In the event Lessee dies, resigns or is removed from office during the term of the Lease, the Clerk of the House may, at his or her sole option, either: (a)

District Office Lease Attachment
(Page 3 of 5 – 116th Congress)

terminate the Lease by giving thirty (30) days' prior written notice to Lessor; or (b) assume the obligation of the Lease and continue to occupy the premises for a period not to exceed sixty (60) days following the certification of the election of the Lessee's successor. In the event the Clerk elects to terminate the Lease, the commencement date of such thirty (30) day termination notice shall be the date such notice is delivered to the Lessor or, if mailed, the date on which such notice is postmarked.

9. **Term.** The term of the Lease may not exceed the constitutional term of the Congress to which the Lessee has been elected. The Lease may be signed by the Member-Elect before taking office. Should the Member-Elect not take office to serve as a Member of the 116th Congress, the Lease will be considered null and void.
10. **Early Termination.** If either Lessor or Lessee terminates the Lease under the terms of the Lease, the terminating party agrees to promptly file a copy of any termination notice with the Office of Finance, U.S. House of Representatives, O'Neill Federal Building, Suite 3100, Attn: Office of Financial Counseling, Washington, D.C. 20515, and with the Administrative Counsel by e-mail at leases@mail.house.gov.
11. **Assignments.** Lessor shall not have the right to assign (by operation of law or otherwise) any of its rights, interests and obligations under the Lease, in whole or in part, without providing thirty (30) days prior written notice to Lessee, and any such purported assignment without such notice shall be void. Lessor shall promptly file a copy of any such assignment notice with the Administrative Counsel by e-mail at leases@mail.house.gov.
12. **Sale or Transfer of Leased Premises.** Lessor shall provide thirty (30) days prior written notice to Lessee in the event (a) of any sale to a third party of any part of the leased premises, or (b) Lessor transfers or otherwise disposes of any of the leased premises, and provide documentation evidencing such sale or transfer in such notice. Lessor shall promptly file a copy of any such sale or transfer notice with the Administrative Counsel by e-mail at leases@mail.house.gov.
13. **Bankruptcy and Foreclosure.** In the event (a) Lessor is placed in bankruptcy proceedings (whether voluntarily or involuntarily), (b) the leased premises is foreclosed upon, or (c) of any similar occurrence, Lessor agrees to promptly notify Lessee in writing. Lessor shall promptly file a copy of any such notice with the Office of Finance, U.S. House of Representatives, O'Neill Federal Building, Suite 3100, Attn: Office of Financial Counseling, Washington, D.C. 20515, and with the Administrative Counsel by e-mail at leases@mail.house.gov.
14. **Estoppel Certificates.** Lessee agrees to sign an estoppel certificate relating to the leased premises (usually used in instances when the Lessor is selling or refinancing the building) upon the request of the Lessor. Such an estoppel certificate shall require the review of the Administrative Counsel, prior to Lessee signing the estoppel certificate. Lessor shall promptly provide a copy of any such estoppel certificate to the Administrative Counsel by e-mail at leases@mail.house.gov.

District Office Lease Attachment

(Page 4 of 5 – 116th Congress)

15. **Maintenance of Common Areas.** Lessor agrees to maintain in good order, at its sole expense, all public and common areas of the building including, but not limited to, all sidewalks, parking areas, lobbies, elevators, escalators, entryways, exits, alleys and other like areas.
16. **Maintenance of Structural Components.** Lessor also agrees to maintain in good order, repair or replace as needed, at its sole expense, all structural and other components of the premises including, but not limited to, roofs, ceilings, walls (interior and exterior), floors, windows, doors, foundations, fixtures, and all mechanical, plumbing, electrical and air conditioning/heating systems or equipment (including window air conditioning units provided by the Lessor) serving the premises.
17. **Lessor Liability for Failure to Maintain.** Lessor shall be liable for any damage, either to persons or property, sustained by Lessee or any of his or her employees or guests, caused by Lessor's failure to fulfill its obligations under Sections 15 and 16.
18. **Initial Alterations.** Lessor shall make any initial alterations to the leased premises, as requested by Lessee and subject to Lessor's consent, which shall not be unreasonably withheld. The cost of such initial alterations shall be included in the annual rental rate.
19. **Federal Tort Claims Act.** Lessor agrees that the Federal Tort Claims Act, 28 U.S.C. §§ 2671-80, satisfies any and all obligations on the part of the Lessee to purchase private liability insurance. Lessee shall not be required to provide any certificates of insurance to Lessor.
20. **Limitation of Liability.** Lessor agrees that neither Lessee nor the House nor any of the House's officers or employees will indemnify or hold harmless Lessor against any liability of Lessor to any third party that may arise during or as a result of the Lease or Lessee's tenancy.
21. **Compliance with Laws.** Lessor shall be solely responsible for complying with all applicable permitting and zoning ordinances or requirements, and with all local and state building codes, safety codes and handicap accessibility codes (including the Americans with Disabilities Act), both in the common areas of the building and the leased space of the Lessee.
22. **Electronic Funds Transfer.** Lessor agrees to accept monthly rent payments by Electronic Funds Transfer and agrees to provide the Office of Finance, U.S. House of Representatives, with all banking information necessary to facilitate such payments.
23. **Refunds.** Lessor shall promptly refund to the CAO, without formal demand, any payment made to the Lessor by the CAO for any period for which rent is not owed because the Lease has ended or been terminated.
24. **Conflict.** Should any provision of this Attachment be inconsistent with any provision of the attached Lease or attached Amendment, the provisions of this Attachment shall control, and those inconsistent provisions of the Lease or the Amendment shall have no force and effect to the extent of such inconsistency.

District Office Lease Attachment

(Page 5 of 5 – 116th Congress)

25. **Construction.** Unless the clear meaning requires otherwise, words of feminine, masculine or neuter gender include all other genders and, wherever appropriate, words in the singular include the plural and vice versa.
26. **Fair Market Value.** The Lease or Amendment is entered into at fair market value as the result of a bona fide, arms-length, marketplace transaction. The Lessor and Lessee certify that the parties are not relatives nor have had, or continue to have, a professional or legal relationship (except as a landlord and tenant).
27. **District Certification.** The Lessee certifies that the office space that is the subject of the Lease is located within the district the Lessee was elected to represent unless otherwise authorized by Regulations of the Committee on House Administration.
28. **Counterparts.** This Attachment may be executed in any number of counterparts and by facsimile copy, each of which shall be deemed to be an original but all of which together shall be deemed to be one and the same instrument.
29. **Section Headings.** The section headings of this Attachment are for convenience of reference only and shall not be deemed to limit or affect any of the provisions hereof.

IN WITNESS WHEREOF, the parties have duly executed this District Office Lease Attachment as of the later date written below by the Lessor or the Lessee.

City of Newburgh

Print Name of Lessor/Landlord

Sean Patrick Maloney

Print Name of Lessee

By: _____
Lessor Signature
Name:
Title:

Lessee Signature

Date

Date

From the Member's Office, who is the point of contact for questions?		
Name _____	Phone (____) _____	E-mail _____@mail.house.gov

This District Office Lease Attachment and the attached Lease or Amendment have been reviewed and are approved, pursuant to Regulations of the Committee on House Administration.

Signed _____ Date _____, 20____
(Administrative Counsel)

Send completed forms to: Administrative Counsel, 217 Ford House Office Building, Washington, D.C. 20515. Copies may also be faxed to 202-225-6999.

Print Form

U.S. House of Representatives
Substitute W-9 and ACH Vendor/Miscellaneous Payment Enrollment Form

INSTRUCTIONS

Internal Revenue Code 6109, 31 U.S.C. 3322, 31 CFR 210 and the 1996 Debt Collection Improvement Act require all entities that do business with the United States Government to provide a Tax Identification Number (TIN) and Electronic Funds Transfer (EFT) information for payment. PL 93-579 protects your privacy and mandates that the information never be published or used for any other purpose than to pay you. Please complete all sections below, sign and return via the email or fax number listed.

RETURN FORM TO: **vendorEFT@mail.house.gov**

FAX NUMBER: **(202) 225-6914**

SECTION I UNITED STATES HOUSE OF REPRESENTATIVES INFORMATION

ADDRESS US HOUSE OF REPRESENTATIVES - ACCOUNTING, 3110 O'NEILL HOUSE OFFICE BUILDING, WASHINGTON DC 20515

AGENCY IDENTIFIER 53-6002523

AGENCY LOCATION CODE 4832

TELEPHONE NUMBER (202) 226-2277

SECTION II PAYEE/COMPANY INFORMATION

NAME AS SHOWN ON YOUR INCOME TAX RETURN

BUSINESS NAME/DISREGARDED ENTITY NAME OR DBA, IF DIFFERENT THAN NAME ON YOUR INCOME TAX RETURN

ADDRESS/CITY/STATE/ZIP

Enter the correct Tax Identification Number type

SOCIAL SECURITY NUMBER (SSN)

EMPLOYER TAX ID NUMBER (EIN)

□□□□-□□-□□□□ or □□-□□□□□□□□

CONTACT PERSON NAME

PURCHASE ORDER ADDRESS/CITY/STATE/ZIP

EMAIL

PO EMAIL

TELEPHONE NUMBER

FAX NUMBER

TELEPHONE NUMBER

FAX NUMBER

REMIT TO ADDRESS

CHECK APPROPRIATE BOX FOR FEDERAL TAX CLASSIFICATION (required)

☐ Individual/Sole Proprietor or Single Member LLC

☐ C Corporation

☐ S Corporation

☐ Partnership

☐ Trust/Estate

Limited Liability Company. Check the tax classification:

☐ C corporation

☐ S corporation

☐ Partnership

Note: For a single-member LLC that is disregarded, check the appropriate box for the tax classification of the single-member owner.

Government Entity. Check the tax classification:

☐ Federal

☐ State

☐ Local

☐ Other

Exemptions (codes apply only to certain entities, not individuals):

Exempt payee code (if any)

Exemption from FATCA reporting code (if any)

(Applies to accounts maintained outside the U.S.)

SECTION III FINANCIAL INSTITUTION INFORMATION (U.S.)

BANK NAME

TELEPHONE NUMBER

NINE-DIGIT ROUTING TRANSIT NUMBER

DEPOSITOR ACCOUNT TITLE

DEPOSITOR ACCOUNT NUMBER

LOCKBOX NUMBER

TYPE OF ACCOUNT

☐ CHECKING

☐ SAVINGS

☐ LOCKBOX

SECTION IV SOCIO-ECONOMIC INFORMATION

Type of Business ☐ Large Business-No Socio-Economic Designations ☐ Minority ☐ Sm-Business ☐ Sm-Disadv/Minority ☐ Sm-Disadv Only ☐ Sm-Min Only

Sm-Disadvantaged Business Prog ☐ 3 (a) Firm ☐ HUBZone Program ☐ HUBZone Eligible ☐ Emerging Small Business ☐ Women-Owned Business

Other Preference Programs ☐ Buy Indian ☐ Directed to JWOD Non-Profit ☐ No Preference/Not Listed ☐ Small Business Set-Aside ☐ Very Small Business Set-Aside

Veteran Owned Status ☐ Non-Vet Owned SmBus ☐ Other Vet Owned SmBus ☐ Serv-Disabled Vet Other Bus ☐ Serv-Disabled Vet Owned SB ☐ Vet-Owned Other Bus

Size of Business: ☐ (A) 50 or less ☐ (B) 51-100 ☐ (C) 101-250 ☐ (D) 251-500 ☐ (E) 501-750 ☐ (F) 751-1,000 ☐ (G) Over 1,000 ☐ (M) 1 million or less ☐ (N) 1.1-2 million ☐ (P) 2.1-3.5 million ☐ (R) 3.1-5 million ☐ (S) 5.1-10 million ☐ (T) 10.1-17 million ☐ (Z) Over 17 million

SECTION V CERTIFICATION OF DATA BY PAYEE/COMPANY

NAME

TITLE/POSITION

SIGNATURE

DATE

TELE

**Instructions for Completing
U.S. House of Representatives
Substitute W-9 and ACH Vendor/Miscellaneous Payment Enrollment Form**

Section I - Agency Information – Includes the name and address, agency identifier, agency location code and telephone number for the House of Representatives.

Section II - Payee/Company Information – Print or type the name of the payee/company and address that will receive payment, social security or taxpayer ID number, contact person name, telephone number and email of the payee/company. Print or type the purchase order and remit to addresses if different from the payee/company address. Check the appropriate boxes for federal tax classification.

Section III - Financial Institution Information – Print or type the name and address of the payee/company's financial institution who will receive the ACH payment, ACH coordinator name and telephone number, nine-digit routing transit number, depositor (payee/company) account title and account number. Check the appropriate box for type of account. Payee/Company may include a voided check with this form.

ACH Account Information Located on a Check or Deposit Ticket

FINANCIAL INSTITUTION NAME name of the financial institution to which the payments are to be directed

ROUTING TRANSIT NUMBER (RTN) financial institution's 9 digit routing transit number;
found on the bottom of a check or deposit ticket or from your Financial Institution

ACCOUNT TITLE employee's or vendor's name on the account

ACCOUNT NUMBER account number at the financial institution

The image shows a sample check from SunTrust Bank. The payee is THOMAS B. ANDERSON, 123 PLEASANT STREET, ANYWHERE, FL 12345. The check is dated 06-10-00 and is payable to the order of THOMAS B. ANDERSON. The check number is 1234567890. The routing transit number (RTN) is 0101. The account number is 1234567890. The check is marked 'SAMPLE VOID' and 'ACH RTN 061000104'. The SunTrust Bank logo is visible. The MICR line at the bottom is ⑆0000000000⑆ 1234567890⑆ 0101. The check is numbered 1, 2, 3, 4.

1. Routing Transit Number (RTN) – nine digits located between two symbols. This number identifies the bank holding your account and check processing center.
2. Account number – this is your complete account number. Your account number can be up to 17 digits. Please include leading zeros.
3. ACH Routing Transit Number – Automated Clearing House routing number, use this number for your Routing Transit Number (RTN) if you bank with **SunTrust Bank**.
4. Check number – This information is not necessary - do not provide

Section IV - Socio-Economic Information – Check the boxes for each category, if applicable: type of business, small disadvantaged business program, HUBZone program, emerging small business, women-owned business, other preference programs, Veteran owned status and size of business. Detailed information related to Small Business programs can be found at <http://www.sba.gov/>.

Section V - Certification of Data By Payee/Company – Print or type the name, title/position and phone number of the Authorized official. The Authorized official must sign and date the form.

RESOLUTION NO.: 32 - 2019

OF

FEBRUARY 11, 2019

RESOLUTION SCHEDULING A PUBLIC HEARING FOR FEBRUARY 25, 2019
TO HEAR PUBLIC COMMENT CONCERNING AMENDING CHAPTER 276
ENTITLED "TOBACCO" OF THE CODE OF ORDINANCES
OF THE CITY OF NEWBURGH
TO ADD ARTICLE II ENTITLED "SMOKING, OUTDOOR"

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that there is hereby scheduled a public hearing to receive comments concerning "A Local Law Amending Chapter 276 entitled 'Tobacco' and to add Article II entitled 'Smoking, Outdoor' to 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 25th day of February, 2019, in the 3rd Floor Council Chambers, 83 Broadway, City Hall, Newburgh, New York.

LOCAL LAW NO.: _____ - 2019

OF

_____, 2019

A LOCAL LAW AMENDING CHAPTER 276 ENTITLED "TOBACCO"
OF THE CODE OF ORDINANCES OF THE CITY OF NEWBURGH
TO ADD ARTICLE II ENTITLED "SMOKING, OUTDOOR"

BE IT ENACTED, by the Council of the City of Newburgh, New York that Chapter 276 "Tobacco" be and is hereby amended to add Article II, "Smoking, Outdoor" as follows:

SECTION 1 - TITLE

This Local Law shall be referred to as "A Local Law Amending Chapter 276 entitled 'Tobacco' and to add Article II entitled 'Smoking, Outdoor' to the Code of Ordinances of the City of Newburgh".

SECTION 2 - PURPOSE AND INTENT

The primary purpose of this Article is to reduce the proximate exposure of the public, especially children, to the hazards and annoyance of secondhand tobacco smoke and e-cigarettes. This legislation is intended to reduce litter and possible contamination from discarded cigarette butts in public places and to reduce the likelihood that young persons will initiate tobacco use and vaping by reducing the incidence of public smoking in places where young persons are likely to be present.

SECTION 3 - AMENDMENT

The Code of Ordinances of the City of Newburgh is hereby amended to add new Article II entitled "Smoking, Outdoor" to Chapter 276 entitled "Tobacco" to read as follows:

ARTICLE II. SMOKING, OUTDOOR

§ 280-1. Legislative authority.

- A. Pursuant to the New York State Constitution, the City Council of the City of Newburgh may adopt and amend laws pertaining to the protection, conduct, safety, health and well-being of the persons and property in the City.
- B. The Clean Indoor Air Act, adopted by the New York State Legislature as Public Health Law, Article 13-E, §1399-n et seq., addresses indoor smoking only and specifically provides that "nothing herein shall be construed to restrict the right of any county, city, town, or village

to adopt and enforce additional local law, ordinances or regulations which comply with at least the minimum applicable standards set forth in this article."

§ 280-2. Definitions.

As used in this Chapter, the following terms shall have the meanings indicated:

CHILDREN means persons under the age of 18 years.

CITY-OWNED BUILDING means any structure owned by the City of Newburgh, except for any vacant structure not used for municipal purposes and any such structure that is subject to a written lease to another party, provided such lease was entered into prior to the effective date of this chapter and provided such lease does not give the City the authority to regulate outdoor smoking on the leased premises.

E-CIGARETTE means any electronic device composed of a mouthpiece, heating element, battery and electronic circuits that provides a vapor of liquid nicotine, and/or other substances mixed with propylene glycol to the user as he or she simulates smoking. This term shall include such devices whether they are manufactured as e-cigarettes, e-cigars, e-pipes or under any other product name.

ENTRANCE means the location by which persons may enter a building, typically consisting of a door or doorway, which may be associated with a stoop or steps and/or a ramp and for the purposes of this chapter, "entrance" includes the stoop, steps or ramp leading from the sidewalk or pavement to such a door or doorway.

EXIT means the location by which persons may leave a building, typically consisting of a door or doorway, which may be associated with a stoop or steps and/or a ramp and for the purposes of this chapter, "exit" includes the stoop, steps or ramp leading from the sidewalk or pavement to such a door or doorway.

FACILITY means the structures and activity areas, which may be partially enclosed or unenclosed, associated with an operation (which operation may be governmental, recreational, educational, commercial or of another type).

MASS TRANSIT SHELTER means a structure that has a roof and intended for use by persons waiting for a bus or other mass transit vehicle.

MOBILE VENDING means an activity consisting of the offering of goods and/or services for sale from a nonpermanent base of operations, including but not necessarily limited to a cart, kiosk, table or vehicle.

OUTDOOR DINING means an activity consisting of the provision of facilities that are available to members of the public (with or without payment) for eating and/or drinking in an area that is not fully enclosed by a permanent structure (walls, roof, etc.).

OUTDOOR RECREATION AREA means an area that is not fully enclosed and that is designated for recreational purposes or activities.

PAVILION means a structure that is at least partially unenclosed (for example, with open sides) and that is intended for public use.

PERMIT means written permission for an activity proposed to be conducted on property of the City of Newburgh, including any conditions placed upon such permission, issued and signed by the appropriate regulatory authority of the City.

PLAYGROUND means an outdoor recreation area that is designed and intended for use by children and for the purposes of this chapter, a playground that is fenced or otherwise physically demarcated shall be deemed to include all of the area inside such fence or demarcation; a playground that is not fenced or otherwise demarcated shall be deemed to include all open space that is associated with or adjacent to it.

PLAYING FIELD means that portion of an outdoor recreation area that is set up and marked in some way for the playing of one or more specific games (such as baseball, football or soccer) and for the purposes of this chapter, a playing field that is fenced or the outside perimeter of which is otherwise physically demarcated shall be deemed to include all of the area inside such fence or demarcation, together with any bleachers or other, designated viewing area; a playing field that is not fenced or otherwise demarcated (as to its outside perimeter) shall be deemed to include all of the area customarily required for playing the game for which it is being used, together with any bleachers or other designated viewing area.

SMOKE means the emission produced by the burning of a tobacco product or tobacco-related product or the heating of an e-cigarette which creates a vapor.

SMOKING means the burning of a tobacco product or tobacco-related product or the heating or ignition of an e-cigarette which creates a vapor.

TOBACCO PRODUCT or TOBACCO-RELATED PRODUCT means any manufactured product containing tobacco or nicotine, including but not limited to cigarettes, cigars, pipe tobacco, snuff, chewing tobacco, dipping tobacco, bidis, snus, shisha, powdered and/or dissolvable tobacco products, liquid nicotine and electronic cigarette cartridges, whether packaged or not; any packaging that indicates it might contain any substance containing tobacco or nicotine; or any object utilized for the purpose of smoking or inhaling tobacco or nicotine products. However, "Tobacco Product" or "Tobacco-Related Product" does not include any product that has been approved by the U.S. Food and Drug Administration, pursuant to its authority over drugs and devices, for sale as a tobacco use cessation product or for other medical purposes and is being marketed and sold solely for that approved purpose.

§ 280-3. Outdoor smoking prohibited in certain public places.

Smoking shall not be permitted and no person shall smoke in the following outdoor areas:

A. Smoking shall be prohibited in the following City parks:

Downing Park (the area between and bounded on the north by South Street; on the east by Dubois Street; on the south by Third Street and on the west by Robinson Avenue; as shown on the Tax Map of the City of Newburgh as Section 17, Block 9, Lot 1 and Section 17, Block 10, Lot 1)

Delano-Hitch Recreation Park, including the Activity Center, Stadium, Skateboard Park, Aquatic Center and Athletic Fields, (the area between and bounded on the north by Washington Street; on the east by Robinson Avenue; on the south by South William Street and on the west by Lake Street; as shown on the Tax Map of the City of Newburgh as Section 34, Block 4, Lot 1.22)

Newburgh Landing Park (the area between and bounded on the north by Fourth Street, on the west by Front Street, on the east by the Hudson River and on the south by Third Street)

Clinton Square Park (the area between and bounded on the south by Third Street, on the east by Bush Avenue, on the north by Bush Avenue and on the west by Fullerton Avenue)

Ward Brothers Memorial Rowing Park (the area beginning at the intersection of Renwick Street and River Street, along the former line of the Newburgh-New Windsor Turnpike, along the westerly boundary of the Wastewater Treatment Plant property, as shown on the Tax Map of the City of Newburgh as Section 49, Block 1, Lot 5.1)

Hasbrouck Street Park (10-14 Hasbrouck Street, as shown on the Tax Map of the City of Newburgh as Section 38, Block 3, Lot 35.1)

Tyrone H. Crabb Memorial Park (Grand Street and South Street, as shown on the Tax Map of the City of Newburgh as Section 12, Block 2, Lot 6)

Audrey L. Carey Family Park (Liberty Street, as shown on the Tax Map of the City of Newburgh as Section 18, Block 8, Lot 1.2)

B. Smoking shall be prohibited in the following outdoor recreation areas:

Lily Street Tennis Courts (Lily Street, as shown on the Tax Map of the City of Newburgh as Section 16, Block 2, Lot 1)

Gidney Avenue Basketball Court (Gidney Avenue, as shown on the Tax Map of the City of Newburgh as Section 11, Block 4, Lot 34.1)

Washington Street Boat Launching Ramp (foot of Washington Street)

Frank Masterson Recreation Area

C. Smoking shall be prohibited in other areas or at events where persons cannot readily escape nearby second-hand smoke, as follows:

1. Within any outdoor dining area, whether covered or not, located on City-owned property as follows:
 - a. Within any seating area for outdoor dining and/or drinking associated with a bar or restaurant that is on City property and subject to a City license and that is in use for that purpose; and
 - b. Within any seating area for outdoor dining and/or drinking, established or maintained by the City or its agent, that is in use for that purpose.
2. On any public property that is within 25 feet of the area occupied by a mobile vending cart or other mobile vendor operating on City-owned or City-leased property.
3. At outdoor events on City-owned property, as follows:
 - a. Within the outdoor seating and viewing areas for open-air concerts, dances, parades, other performances, lectures, motion-picture or video presentations or similar open-air presentations for which a permit from the City is required and when in use for that purpose.
 - b. Within the outdoor seating and viewing areas associated with unenclosed or partially enclosed sports areas or similar open-air recreational facilities.
 - c. During outdoor festivals, block parties and similar events on public property, for which a permit from the City is required, that will involve the concentration of persons in small or constrained spaces. For such an event, smoking is prohibited within the area covered by the City permit, except within a designated smoking area as described in subsection C(3)(d), below.
 - d. If the sponsor of an outdoor event (per subsection C(3)(a), (b) or (c) above) wishes to allow smoking at the event, the sponsor must propose and request from the City a designated smoking area associated with the event, which must be so marked, may not be in a permanently smoke-free area and would result in little or no direct exposure of nonsmokers to second-hand smoke; if no such exception is requested and granted, the event must be entirely smoke free.
4. Any licensee or permit holder for an outdoor dining area, vending or outdoor event on City-owned property shall be required to inform members of the public of applicable restrictions on outdoor smoking (for example, through signs posted on a mobile vending cart, at the perimeter of an outdoor dining area or outdoor event and/or in the publicity for an event).

D. Smoking shall be prohibited in certain other areas, as follows:

1. Outside City-owned buildings, as follows: at all times, on any public property within 25 feet of any entrance or exit or window or ventilation intake for any building owned by the City of Newburgh.
2. Inside, or on any public property within 25 feet of, any mass transit shelter.
3. At facilities leased or licensed to others, as follows:
 - a. Whenever the City is negotiating a new or renewed lease or license for use of City land or buildings, the City shall include in such lease or license a provision that will apply outdoor smoking rules comparable to those for other, comparable City property (as set forth herein)
 - b. As for existing leases, where this chapter would not apply automatically, the City shall ask such lessees to agree (voluntarily) to operate the outdoor areas of the leased premises in a manner that is consistent with City regulation of smoking in comparable outdoor areas.

§ 280-4. Penalties for offenses.

Any person found to be in violation of any provision of this Article by smoking in an area where outdoor smoking is hereby prohibited shall be guilty, upon conviction, of an offense punishable by a fine of not less than \$50.00 for the first violation; not more than \$100.00 for a second violation; and not more than \$250.00 for the third and each subsequent violation. Each day on which a violation occurs shall be considered a separate and distinct violation.

§ 280-5. Severability

The provisions of this Local Law are declared to be severable, and if any section or subsection of this Article is held to be invalid, such invalidity shall not affect the other provisions of this Article that can be given effect without the invalidated provision.

SECTION 4 - 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 5 - EFFECTIVE DATE

This Local Law shall be effective on _____, 2019 and upon 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.: 33 - 2019

OF

FEBRUARY 11, 2019

A RESOLUTION AUTHORIZING THE INTERIM CITY MANAGER
TO EXECUTE A PAYMENT OF CLAIM
WITH DORIS VARGAS IN THE AMOUNT OF \$5,932.33

WHEREAS, Doris Vargas 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 Five Thousand Nine Hundred Thirty-Two and 33/100 (\$5,932.33) Dollars 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 Interim City Manager is hereby authorized to settle the claim of Doris Vargas in the total amount of Five Thousand Nine Hundred Thirty-Two and 33/100 (\$5,932.33) Dollars and that the Interim 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.: 34 -2019

OF

FEBRUARY 11, 2019

A RESOLUTION APPROVING THE CONSENT JUDGMENT AND AUTHORIZING THE INTERIM CITY MANAGER TO SIGN SUCH CONSENT JUDGMENT IN CONNECTION WITH THE TAX CERTIORARI PROCEEDING AGAINST THE CITY OF NEWBURGH IN THE ORANGE COUNTY SUPREME COURT BEARING ORANGE COUNTY INDEX NO. EF007475-2018 INVOLVING SECTION 34, BLOCK 3, LOT 48 (N & N OF HUDSON VALLEY, LLC)

WHEREAS, N & N of Hudson Valley, LLC has commenced a tax certiorari proceeding against the City of Newburgh in the Supreme Court of the State of New York, County of Orange for the 2018-2019 tax assessment years bearing Orange County Index No. EF007475-2018; and

WHEREAS, it appears from the recommendation of the City Assessor, Joanne Majewski, and Kelly M. Naughton, Esq. of Burke, Miele, Golden & Naughton, LLP, Special Counsel for the City of Newburgh in the aforesaid proceeding, upon a thorough investigation of the claims that further proceedings and litigation by the City would involve considerable expense with the attendant uncertainty of the outcome, and that settlement of the above matter as more fully set forth below is reasonable and in the best interests of the City; and

WHEREAS, N & N of Hudson Valley, LLC is willing to settle this proceeding without interest, costs or disbursements, in the following manner:

That the real property of Petitioner described on the City of Newburgh tax roll for the tax year 2018-2019 as tax map number 34-3-48 be reduced to a market value of \$168,000.

NOW, THEREFORE BE IT RESOLVED, that the proposed settlement as set forth and described above, and the attached Consent Judgment is hereby accepted pursuant to the provisions of the General City Law and other related laws.

BE IT FURTHER RESOLVED, that Joseph P. Donat, Interim City Manager of the City of Newburgh; Joanne Majewski, Assessor of the City of Newburgh; Kelly M. Naughton, Esq. on behalf of Burke, Miele, Golden & Naughton, LLP, as Special Counsel, be and they hereby are designated as the persons for the City who shall apply for such approval pursuant to the aforesaid laws.

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF ORANGE

-----X
In the Matter of the Application of
N & N OF HUDSON VALLEY LLC,

Index No. EF007475-2018

Petitioner,

CONSENT JUDGMENT

-against-

CITY OF NEWBURGH, a Municipal Corporation, its
ASSESSOR, and its BOARD OF ASSESSMENT
REVIEW,

Respondents.
-----X

PRESENT: HON. CATHERINE M. BARTLETT

UPON THE CONSENT attached hereto duly executed by the attorneys for all the parties and by all the parties, it is

ORDERED, that the real property of Petitioner described on the City of Newburgh assessment rolls for the 2018 tax year as follows:

Tax Map No. 34-3-48

be reduced in market value from \$177,900.00 to a total market value of \$168,000.00, prior to the application of any real property tax exemptions, if any; and it is further,

ORDERED, that the Petitioners' real property taxes on said parcel above described for the 2018 School, County and City taxes be adjusted accordingly and that any overpayment by Petitioner for the 2018 tax year be refunded upon the entering of this Consent Judgment with the Orange County Clerk's Office; and it is further,

ORDERED, that the officer or officers having custody of the aforesaid City of Newburgh assessment rolls shall make or cause to be made upon the proper books and records

and upon the assessment roll of said City the entries, changes and corrections necessary to conform such reduced market value; and it is further,

ORDERED, that there shall be audited, allowed and refunded to the Petitioner by the City of Newburgh and/or the County Commissioner of Finance, as the case may be, the amount, if any, paid as City taxes and City Special District taxes against the original assessment in excess of what said taxes would have been if the market value had been determined as herein; and it is further,

ORDERED, that there shall be audited, allowed and refunded to the Petitioner by the City of Newburgh, the County of Orange, and/or the County Commissioner of Finance, as appropriate and/or required by statute, the amount, if any, paid as County taxes and County Special District taxes against the original assessment in excess of what said taxes would have been if the market value had been determined as herein; and it is further,

ORDERED, that there shall be audited, allowed and refunded to the Petitioner by the Newburgh City School District, the amount, if any, paid as School District taxes against the original assessment in excess of what said taxes would have been if the market value had been determined as herein; and it is further,

ORDERED, that all tax refunds hereinabove directed to be made by Respondents and/or any of the various taxing authorities be made by check or draft payable to the order of STENGER, ROBERTS, DAVIS & DIAMOND, LLP as attorneys for the Petitioner, who are to hold the proceeds as trust funds for appropriate distribution, and who are to remain subject to the further jurisdiction of this Court in regard to their attorney's lien, pursuant to Judiciary Law § 475; and it is further,

ORDERED, that the provisions of Real Property Tax Law § 727 shall be applicable to the 2019, 2020, and 2021 assessment years; and it is further,

ORDERED, that in the event that the refunds are made within sixty (60) days after service of the Order with notice of entry, there shall be no interest, otherwise, interest shall be paid in accordance with the applicable statute, and it is further;

ORDERED, that these proceedings are settled without costs or disbursements to either party as against the other.

Signed: February ____, 2019
Goshen, New York

ENTER:

HON. CATHERINE M. BARTLETT
SUPREME COURT JUSTICE

ON CONSENT:

HON. JOSEPH P. DONAT
Interim City Manager
Dated: _____

KAREN E. HAGSTROM, ESQ.
Stenger, Roberts, Davis & Diamond, LLP
Attorneys for the Petitioner
Dated: _____

HON. JOANNE MAJEWSKI
Assessor
Dated: _____

KELLY M. NAUGHTON, ESQ.
Burke, Miele, Golden & Naughton, LLP
Attorneys for Respondents
Dated: _____