



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

April 8, 2021
6:00 PM

Work Session Presentations

1. Housing Report Presentation
Presentación del Informe de Vivienda
2. Citizens Climate Lobby Presentation
Presentación del Grupo Clima de los Ciudadanos

Engineering/Ingeniería

3. Proposal with QUEST for Asbestos Testing at 104 South Lander Street
Resolution authorizing the City Manager to accept a proposal and execute an agreement with Quality Environmental Solutions & Technologies, Inc. (QUES&T) for professional services related to testing of suspected asbestos containing material for the 104 South Lander Street Roof Replacement Project at a cost not to exceed \$1,800.00.

Resolución que autoriza al Gerente Municipal a aceptar una propuesta y ejecutar un acuerdo con Quality Environmental Solutions & Technologies, Inc. (QUES&T) para servicios profesionales relacionados con pruebas de materiales sospechosos que contienen asbesto para el proyecto de reemplazo de Techos en la 104 de la Calle Lander a un costo no superior a \$1,800.00.

4. Proposal with QUEST for Asbestos Testing at 300 Broadway (Courthouse)
Resolution authorizing the City Manager to accept a proposal and execute an agreement with Quality Environmental Solutions & Technologies, Inc. (QUES&T) for professional services related to testing of suspected asbestos containing material for the Broadway Courthouse Roof Replacement Project at a cost not to exceed \$1,700.00.

Resolución que autoriza al Gerente de la Ciudad a aceptar una propuesta y ejecutar un acuerdo con Quality Environmental Solutions & Technologies, Inc. (QUES&T) para servicios profesionales relacionados con pruebas de material sospechoso que contiene asbesto para el Proyecto de reemplazo de Techo de la Corte de Broadway a un costo no superior a \$1,700.00.

5. QUEST Proposal Asbestos Services at 2 Renwick Street (WWTP)
Resolution authorizing the City Manager to accept a proposal and execute an agreement with Quality Environmental Solutions & Technologies, Inc. for

asbestos abatement management and third-party air monitoring services at the Wastewater Treatment Plant in an amount not to exceed \$2,800.00.

Resolución que autoriza al Gerente municipal a aceptar una propuesta y ejecutar un acuerdo con Quality Environmental Solutions & Technologies, Inc. para la gestión de la reducción del amianto y servicios de monitoreo de aire de terceros en la Planta de Tratamiento de Aguas Residuales por un monto no superior a \$2,800.00.

6. Proposal with BSB Construction, Inc. for asbestos abatement at 2 Renwick Street (Wastewater Treatment Plant)

Resolution authorizing the City Manager to accept a proposal and execute an agreement with BSB Construction, Inc. for asbestos abatement at the Wastewater Treatment Plant at a cost of \$7,625.00.

Resolución que autoriza al Gerente de la Ciudad a aceptar una propuesta y ejecutar un acuerdo con BSB Construction, Inc. para la reducción del amianto en la Planta de Tratamiento de Aguas Residuales a un costo de \$7,625.00.

7. Rejecting All Bids Associated with Bid No. 2.21 PIN#8761.57 Lake Street (Route 32) Bridge Rehabilitation

Resolution rejecting all bids received in connection with the Route 32/ Metal Arch Culvert Bridge (Lake Street Bridge) Rehabilitation Project PIN#8761.57 (BIN NO. 2022260)

Resolución que rechaza todas las ofertas recibidas en relación con el Proyecto de Rehabilitación pin#8761.57 del Proyecto de Rehabilitación de la Ruta 32/ Puente Culvert del Arco de Metal (Puente de la Calle Lake) PIN#8761,57 (BIN NO 2022260)

8. Agreement with Wright-Pierce Engineering Associates, PC for Headworks Analysis Study

Resolution authorizing the City Manager to accept a proposal and execute a contract with Wright-Pierce Engineering Associates P.C. for a Wastewater Headworks Analysis and Study at the Wastewater Treatment Plant at a cost of \$132,800.00.

Resolución que autoriza al Gerente de la Ciudad a aceptar una propuesta y ejecutar un contrato con Wright-Pierce Engineering Associates P.C. para un Análisis y Estudio de Obras Residuales en la Planta de Tratamiento de Aguas Residuales a un costo de \$132,800.00.

Finance/Finanza

9. CON Investment Policy

Resolution adopting the City of Newburgh Investment Policy.

Resolución por la que se aprueba la Política de Inversiones de la Ciudad de Newburgh.

10. Surplus Property - DPW & Police Department vehicles & Water Department equipment

Resolution declaring Police Department and Department of Public Works vehicles and Water Department equipment as surplus.

Resolución que declara excedentes los vehículos del Departamento de Policía y del Departamento de Obras Públicas y del Departamento de Agua.

Information Technology (IT) Department

11. Payment gateway with TD Bank

Resolution authorizing an agreement with T. D. Bank, N.A. to enable the City of Newburgh to accept credit card payments through Authorize.Net

Resolución que autoriza un acuerdo con T. D. Bank, N.A. para permitir a la Ciudad de Newburgh aceptar pagos con tarjeta de crédito a través de Authorize.Net

Water Department/ Departamento de Aqueductos

12. Solitude Lake Management 2021 Water Quality Sampling and Analysis

Resolution authorizing the City Manager to accept a proposal and execute an agreement with Solitude Lake Management for professional services for water quality sampling and analysis of Browns Pond at a cost of \$8,975.00.

Resolución que autoriza al Gerente de la Ciudad a aceptar una propuesta y ejecutar un acuerdo con Solitude Lake Management para servicios profesionales para el muestreo y análisis de la calidad del agua de Browns Pond a un costo de \$8,975.00.

13. Solitude Lake Management Treatment Services Contract

Resolution authorizing the City Manager to accept a proposal and execute an agreement with Solitude Lake Management for professional services for algae treatment at Washington Lake and Browns Pond.

Resolución que autoriza al Gerente de la Ciudad a aceptar una propuesta y ejecutar un acuerdo con Solitude Lake Management para servicios profesionales para el tratamiento de algas en Washington Lake y Browns Pond.

Planning and Economic Development/Planificación y Desarrollo Económico

14. 77 Chambers Street - Release of Restrictive Covenants

Resolution authorizing the execution of a release of restrictive covenants and right of re-entry from a deed issued to Malina Nealis to the Premises known as 77 Chambers Street (Section 23, Block 3, Lot 14).

Resolución que autoriza la ejecución de una liberación de cláusulas restrictivas y el derecho de reingreso de una escritura emitida a Malina Nealis a las instalaciones conocidas como 77 de la Calle Chambers (Sección 23, Bloque 3, Lote 14).

15. 145 Chambers Street - Release of Restrictive Covenants

Resolution authorizing the execution of a release of restrictive covenants and right of re-entry from a deed issued to One Forty Five Chambers St., LLC to the Premises known as 145 Chambers Street (Section 18, Block 4, Lot 17)

Resolución que autoriza la ejecución de una liberación de cláusulas restrictivas y el derecho de reingreso de una escritura emitida a One Forty Five Chambers St., LLC a las instalaciones conocidas como 145 de la Calle Chambers (Sección 18, Bloque 4, Lote 17)

16. 92 Overlook Place - Release of Restrictive Covenants

Resolution authorizing the execution of a release of restrictive covenants and right of re-entry from a deed issued to Kurt Schreiber to the Premises known as 92 Overlook Place (Section 45, Block 8, Lot 24).

Resolución que autoriza la ejecución de una liberación de cláusulas restrictivas y el derecho de reingreso de una ley escritura a Kurt Schreiber a las instalaciones conocidas como 92 Overlook Place (Sección 45, Bloque 8, Lote 24)

17. 379 First Street - Release of Restrictive Covenants

Resolution authorizing the execution of a release of restrictive covenants and right of re-entry from a deed issued to Waldina Almazan to the Premises known as 379 First Street (Section 28, Block 1, Lot 16).

Resolución que autoriza la ejecución de una liberación de cláusulas restrictivas y el derecho de reingreso de una escritura emitida a Waldina Almazán a las instalaciones conocidas como 379 de la Calle First (Sección 28, Bloque 1, Lote 16)

18. Purchase of 140 Third Street

Resolution to authorize the conveyance of real property known as 140 Third Street (Section 18, Block 9, Lot 17) at private sale to Bunny Escava, Michael Mamiye and Hyman Mamiye d/b/a Nutopia Development LLC for the amount of \$13,500.00.

Resolución para autorizar el transporte de bienes inmuebles conocidos

como 140 de la Calle Third (Sección 18, Bloque 9, Lote 17) en una venta privada a Bunny Escava, Michael Mamiye y Hyman Mamiye d/b/a Nutopia Development LLC por un monto de \$13,500.00

Grants/Contracts/Agreements / Becas /Contratos/Convenios

19. NYS Office of Childrent and Family Services Youth Development Program Grant for \$5,000 for the 2021 Youth Soccer Program

Resolution authorizing the City Manager to apply for and accept if awarded a New York State Office of Children and Family Services Youth Development Program Grant in the amount of \$5,000.00 requiring no City match for the 2021 youth soccer program.

Resolución que autoriza al Gerente de la Ciudad a solicitar y aceptar si se le otorga una Subvención del Programa de Desarrollo Juvenil de la Oficina de Niños y Servicios Familiares del Estado de Nueva York por un monto de \$5,000.00 que no requiere que la Ciudad iguale los fondos para el programa de fútbol juvenil de 2021.

20. NYS Office of Children and Family Services Youth Development Grant for \$6,500 for the 2021 Summer Playground Program.

Resolution authorizing the City Manager to apply for and accept if awarded a New York State Office of Children and Family Services Youth Development Program Grant in an amount not to exceed \$6,500.00 requiring no City match for the 2021 Summer Playground Program.

Resolución que autoriza al Gerente de la Ciudad a solicitar y aceptar si se le otorga una Subvención del Programa de Desarrollo Juvenil de la Oficina de Niños y Servicios Familiares del Estado de Nueva York por un monto no superior a \$6,500.00 que no requiere que la Ciudad iguale los fondos para el programa de juegos de verano.

21. NYS DEC Municipal Waste Reduction and Recycling Grant

Resolution authorizing the City Manager to accept a New York State Department of Environmental Conservation Municipal Waste Reduction and Recycling State Assistance Program Grant in the amount of \$41,139.00 with a hundred percent City match.

Resolución que autoriza al Gerente de la Ciudad a aceptar una Subvención del Programa de Asistencia Estatal de Reducción y Reciclaje de Residuos Municipales del Departamento de Conservación Ambiental del Estado de Nueva York por un monto de \$41,139.00.

22. Resolution to Accept a Proposal from Greenman-Pedersen, Inc. (GPI) for Design, Bidding, and Construction Phase Services for a City of Newburgh Park Improvements Project at the Delano-Hitch Recreation Park - "Tot Lot" Park

Resolution authorizing the City Manager to accept a proposal and execute a contract with Greenman-Pedersen, Inc. in the amount of \$25,250.00 for professional engineering design and construction management services in the Delano-Hitch Recreation Park "Tot-Lot" Improvements Project.

Resolución que autoriza al Gerente de la Ciudad a aceptar una propuesta y ejecutar un contrato con Greenman-Pedersen, Inc. por un monto de \$25,250.00 para servicios profesionales de diseño de ingeniería y gestión de la construcción en el Proyecto de Mejoras del Parque Recreativo Delano-Hitch "Tot-Lot".

23. DHS 2021 Port Security Grant

Resolution authorizing the City Manager to apply for and accept if awarded a Department of Homeland Security 2021 Port Security Grant in an amount not to exceed \$25,000.00 with no City match required.

Resolución que autoriza al Gerente de la Ciudad a solicitar y aceptar si se le otorga una Subvención de Seguridad Portuaria 2021 del Departamento de Seguridad Nacional 2021 por un monto que no exceda \$25,000.00 el cual no requiere que la Ciudad iguale los fondos.

24. Municipality - Change Order No. 1

Resolution authorizing the City Manager to execute Change Order No. 1 with General Code, CMS, LLC for additional training services and data migration costs in the amount of \$26,100.00.

Resolución que autoriza al Administrador de la Ciudad a ejecutar la Orden de Cambio N° 1 con Código General, CMS, LLC para servicios de capacitación adicionales y costos de migración de datos por un monto de \$26,100.00.

25. 2021-2022 Gun Involved Violence Elimination(GIVE) Initiative

Resolution authorizing the City Manager to apply for and accept if awarded a grant from the New York State Department of Criminal Justice Services under the Gun Involved Violence Elimination ("GIVE") Partnership to enhance law enforcement in the City of Newburgh to achieve sustained, long-term crime reduction in the amount of \$364,284.00 with no City match for the period July 1, 2021 to June 30, 2022.

Resolución que autoriza al Gerente de la Ciudad a solicitar y aceptar si se le otorga una subvención del Departamento de Servicios de Justicia Criminal del Estado de Nueva York bajo la Asociación para la Eliminación de la Violencia Con Armas Involucradas ("GIVE") para mejorar la aplicación de la ley en la Ciudad de Newburgh para lograr una reducción sostenida largo plazo de los delitos a en la cantidad de \$364,284.00 el cual no requiere que la Ciudad iguale los fondos durante el período del 1 de julio de 2021 al 30 de junio de 2022.

26. Endeavor Municipal Development, Inc. - renewal contracts

Resolution authorizing three renewal agreements with Endeavor Municipal Development, Inc. for grant consulting services in an amount not to exceed \$18,000.00 per agreement for a 9 month period.

Resolución que autoriza tres acuerdos de renovación con Endeavor Municipal Development, Inc. para servicios de consultoría de subvenciones por un monto no superior a \$18,000.00 por acuerdo por un período de 9 meses.

27. Fire Department Scheduling Software

Resolution authorizing the City Manager to execute an agreement with TargetSolutions Learning, LLC, d/b/a Vector Solutions for scheduling software and services for the City of Newburgh Fire Department.

Resolución que autoriza al Gerente de la Ciudad a ejecutar un acuerdo con TargetSolutions Learning, LLC, d/b/a Vector Solutions para la programación de software y servicios para el Departamento de Bomberos de la Ciudad de Newburgh.

Recreation/Recreacion

28. Group Fitness Instruction, Downing Park

Resolution authorizing the City Manager to enter into agreements with various parties to provide group fitness instruction classes in Downing Park through November 26, 2021.

Resolución que autoriza al Gerente de la Ciudad a celebrar acuerdos con varias partes para proporcionar clases de instrucción de entrenamiento grupal en Downing Park hasta el 26 de noviembre de 2021.

Resolutions of Support/ Resoluciones de Apoyo

29. Citizens Climate Lobby - resolution supporting H.R. 763 The Energy Innovation and Carbon Dividend Act of 2019

Resolution of the City Council of the City of Newburgh urging the United States Congress to enact The Energy Innovation and Carbon Dividend Act of 2019 H.R. 763.

Resolución del Ayuntamiento de la Ciudad de Newburgh instando al Congreso de los Estados Unidos a promulgar la Ley de Innovación Energética y Dividendos de Carbono de 2019 H.R. 763

Ordinances/ Decretos

30. Ordinance Amending Chapter 249, Sidewalk Cafes

Ordinance amending Chapter 249, Sidewalk Cafes, of the Code of Ordinances of the City of Newburgh to permit temporary sidewalk cafe operations in designated public parking areas.

Ordenanza por la que se modifica el Capítulo 249, Cafeterias en las Aceras, del Código de Ordenanzas de la Ciudad de Newburgh para permitir las operaciones temporales de cafés en aceras en áreas de estacionamiento público designadas.

Local Laws/Leys Locales

31. City Charter Section C4.01 - amendment to Rules of Order

Local Law amending Section C4.01 entitled "Rules of Order" of the Charter of the City of Newburgh.

Ley Local por la que se modifica la Sección C4.01 titulada "Reglas de Orden" de los Estatutos de la Ciudad de Newburgh.

Executive Session/ Sesión Ejecutiva

32. Proposed, pending, or current litigation

Litigacion propuesta, pendiente o actual

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

El historial médico, financiero, de crédito o de empleo de una persona o corporación en particular, o asuntos que conduzcan al nombramiento, empleo, promoción, descenso, disciplina, suspensión, despido o remoción de una persona o corporación en particular.

RESOLUTION NO.: _____ - 2021

OF

APRIL 12, 2021

**A RESOLUTION AUTHORIZING THE CITY MANAGER
TO ACCEPT A PROPOSAL AND EXECUTE AN AGREEMENT WITH
QUALITY ENVIRONMENTAL SOLUTIONS & TECHNOLOGIES, INC. (QUES&T)
FOR PROFESSIONAL SERVICES RELATED TO TESTING OF
SUSPECTED ASBESTOS CONTAINING MATERIAL FOR
THE 104 SOUTH LANDER STREET ROOF REPLACEMENT PROJECT
AT A COST NOT TO EXCEED \$1,800.00**

WHEREAS, the City of Newburgh wishes to accept a proposal and execute an agreement with Quality Environmental Solutions & Technologies, Inc. (QUES&T) for a pre-renovation asbestos roof survey for the 104 South Lander Street Roof Replacement Project; and

WHEREAS, the proposal provides for the collection, testing and sampling of suspected asbestos containing materials and the preparation of one Final Asbestos Report identifying asbestos containing material, estimated quantities, locations, types and/or conditions; and

WHEREAS, the cost for these services will be \$1,800.00 which shall be derived from H1.1620.0208.2020; and

WHEREAS, the City Council has reviewed the annexed proposal and has determined that such work would be in the best interests of the City of Newburgh;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to accept a proposal and execute an agreement with Quality Environmental Solutions & Technologies, Inc. for professional services for a pre-renovation asbestos roof survey in an amount not to exceed \$1,800.00 for the 104 South Lander Street Roof Replacement Project.

RESOLUTION NO.: _____ - 2021

OF

APRIL 12, 2021

**A RESOLUTION AUTHORIZING THE CITY MANAGER
TO ACCEPT A PROPOSAL AND EXECUTE AN AGREEMENT WITH
QUALITY ENVIRONMENTAL SOLUTIONS & TECHNOLOGIES, INC. (QUES&T)
FOR PROFESSIONAL SERVICES RELATED TO TESTING OF
SUSPECTED ASBESTOS CONTAINING MATERIAL FOR
THE BROADWAY COURTHOUSE ROOF REPLACEMENT PROJECT
AT A COST NOT TO EXCEED \$1,700.00**

WHEREAS, the City of Newburgh wishes to accept a proposal and execute an agreement with Quality Environmental Solutions & Technologies, Inc. (QUES&T) for a pre-renovation asbestos roof survey for the Broadway Courthouse Roof Replacement Project; and

WHEREAS, the proposal provides for the collection, testing and sampling of suspected asbestos containing materials and the preparation of one Final Asbestos Report identifying asbestos containing material, estimated quantities, locations, types and/or conditions; and

WHEREAS, the cost for these services will be \$1,700.00 which shall be derived from H1.1121.0208.2020; and

WHEREAS, the City Council has reviewed the annexed proposal and has determined that such work would be in the best interests of the City of Newburgh;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to accept a proposal and execute an agreement with Quality Environmental Solutions & Technologies, Inc. for professional services for a pre-renovation asbestos roof survey in an amount not to exceed \$1,700.00 for the Broadway Courthouse Roof Replacement Project.

RESOLUTION NO.: _____ - 2021

OF

APRIL 12, 2021

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO ACCEPT A PROPOSAL
AND EXECUTE AN AGREEMENT WITH
QUALITY ENVIRONMENTAL SOLUTIONS & TECHNOLOGIES, INC.
FOR ASBESTOS ABATEMENT MANAGEMENT AND THIRD-PARTY AIR
MONITORING SERVICES AT THE WASTEWATER TREATMENT PLANT
IN AN AMOUNT NOT TO EXCEED \$2,800.00**

WHEREAS, asbestos were found in various locations in the Administration Building at the City of Newburgh Wastewater Treatment Plant; and

WHEREAS, Quality Environmental Solutions & Technologies, Inc. has submitted a proposal for asbestos abatement management and monitoring and third-party asbestos air monitoring for the asbestos abatement at the Wastewater Treatment Plant; and

WHEREAS, the cost for these services will not exceed \$2,800.00 and funding shall be derived from G.8130.0200; and

WHEREAS, the City Council has reviewed the annexed proposal and has determined that such work would be in the best interests of the City of Newburgh;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to accept a proposal and execute an agreement with Quality Environmental Solutions & Technologies, Inc. for asbestos abatement management and monitoring and third-party asbestos air monitoring at a cost not to exceed \$2,800.00 for asbestos abatement at the City of Newburgh Wastewater Treatment Plant.

RESOLUTION NO.: _____ - 2021

OF

APRIL 12, 2021

**A RESOLUTION AUTHORIZING THE CITY MANAGER
TO ACCEPT A PROPOSAL AND EXECUTE AN AGREEMENT WITH
BSB CONSTRUCTION, INC. FOR ASBESTOS ABATEMENT
AT THE WASTEWATER TREATMENT PLANT AT A COST OF \$7,625.00**

WHEREAS, asbestos were found in various locations in the Administration Building at the City of Newburgh Wastewater Treatment Plant; and

WHEREAS, the City solicited proposals from qualified contractors to complete the asbestos abatement at the Wastewater Treatment Plant and BSB Construction, Inc. submitted a proposal for the work at the lowest cost; and

WHEREAS, the cost for the asbestos removal and disposal will be \$7,625.00, and funding shall be derived from G.8130.0200; and

WHEREAS, the City Council has reviewed the annexed proposal and has determined that such work would be in the best interests of the City of Newburgh;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to accept a proposal and execute an agreement with BSB Construction, Inc. for asbestos abatement for the City of Newburgh Wastewater Treatment Plant at a total cost of \$7,625.00.

RESOLUTION NO.: _____ - 2021

OF

APRIL 12, 2021

**A RESOLUTION REJECTING ALL BIDS RECEIVED IN CONNECTION WITH
THE ROUTE 32/ METAL ARCH CULVERT BRIDGE (LAKE STREET BRIDGE)
REHABILITATION PROJECT PIN#8761.57 (BIN NO. 2022260)**

WHEREAS, the City of Newburgh has duly advertised for bids in connection with the Route 32/Metal Arch Culvert Bridge (Lake Street Bridge) Rehabilitation Project PIN#8761.57 (BIN#2022260) (the “Project”); and

WHEREAS, six (6) bids were received and opened in response to Bid No. 2.21; and

WHEREAS, the lowest bidder requested and was permitted to withdraw the bid pursuant to General Municipal Law Section 103(11)(a); and

WHEREAS, upon review of the remaining bids it has been determined that the cost of the lowest bid exceeds the budget proposed for the Project; and

WHEREAS, this Council has determined that rejecting all bids for the Project 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 all bids received for Bid No. 2.21 in connection with the Route 32/Metal Arch Culvert Bridge (Lake Street Bridge) Rehabilitation Project PIN#8761.57 (BIN#2022260) be and are hereby rejected.

RESOLUTION NO.: _____ - 2021

OF

APRIL 12, 2021

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO ACCEPT A PROPOSAL
AND EXECUTE A CONTRACT WITH
WRIGHT-PIERCE ENGINEERING ASSOCIATES P.C.
FOR A WASTEWATER HEADWORKS ANALYSIS AND STUDY
AT THE WASTEWATER TREATMENT PLANT AT A COST OF \$132,800.00**

WHEREAS, the United States Environmental Protection Agency (“EPA”) inspected the City of Newburgh Wastewater Treatment Plant and found violations of regulations issued under the Clean Water Act in connection with the City’s Industrial Pretreatment Program (“IPP”) and issued an Administrative Compliance Order requiring the City to complete certain work to bring the IPP into compliance with applicable regulations; and

WHEREAS, the EPA Administrative Compliance Order requires the City to recalculate the local limits allowed to the four permitted Industrial Users under the City’s State Pollutant Discharge Elimination System (SPDES) permit and to review and update its Sewer Use Ordinance (SUO) and Enforcement Response Plan (ERP) to meet the EPA’s regulations; and

WHEREAS, the City solicited proposals from qualified professional engineering firms to develop appropriate local limits and assist in updating the SUO and ERP in accordance with EPA requirements and the order; and

WHEREAS, Wright-Pierce Engineering Associates P.C. has submitted a proposal to conduct a wastewater headworks analysis and study to assist the City with its obligations under the EPA Administrative Compliance Order at a cost of \$132,800.00 which shall be derived from G.8130.0448.003; and

WHEREAS, this Council has determined that accepting a proposal and entering into a contract with Wright-Pierce Engineering Associates P.C. to complete work required under the EPA Administrative Compliance Order is in the best interests of the City of Newburgh;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the City Manager be and he hereby is authorized to accept the proposal and execute a contract with Wright-Pierce Engineering Associates P.C. at a cost of \$132,800.00 to bring the City’s Wastewater Treatment Plan into compliance with applicable regulations as required by the terms of the EPA Administrative Compliance Order.

NOTICE
REQUEST FOR PROPOSALS

for
Professional Services
related to the

WWTP Headwork's Analysis related to Industrial Pretreatment Program Local Limits

RFP No. 1.21

City of Newburgh, Orange County, New York

Sealed Proposals will be received by the City Comptroller in his office at City Hall, 83 Broadway, 4th Floor, Newburgh, New York 12550, until **11:00 a.m., (local time), Thursday, February 25, 2021** for professional services related to the WWTP Headwork's Analysis related to Industrial Pretreatment Program Local Limits.

This Request for Proposal (RFP) and consultant selection process is being conducted to engage a professional design firm/team that will coordinate, perform and/or subcontract an array of professional services to develop appropriate local limits on discharges to the City's publically owned treatment works (POTWs), review and update the City sewer use ordinance (SUO) and enforcement response plan (ERP) as needed, including, but not limited to the streamlining changes and any other changes outlined in previous EPA inspections/audits, to ensure compliance with 40 C.F.R. Based upon the required criteria, an internal Evaluation Committee shall review and evaluate each Proposal and recommend award be made to a qualified consultant that submits a proposal that best meets the City's needs.

This Request for Proposal, becoming available to the public on Friday, January 22, 2021, may be viewed and downloaded at no charge by visiting the Empire State Purchasing Group website at: www.BidNetDirect.com/new-york/city-of-newburgh, selecting the "Open Solicitations" tab and title of solicitation. Vendors may have to register if visiting this site for the first time.

Proposals must be submitted in accordance with the requirements and provisions stated in the RFP Document and submitted on or before the specified due date and time. Proposals submitted after the deadline will not be considered. Facsimile or electronic mail submissions will not be accepted. *Vendors are responsible for timely delivery of their Proposals.* There will be no exceptions.

Proposals shall not be withdrawn for a period of forty-five (45) days subsequent to the submission deadline without the consent of the City of Newburgh Comptroller. The City of Newburgh reserves the right to reject any or all Proposals and to waive any informality or technicality in any Proposal deemed to be in the best interest of the City.

By submission of a Proposal in response to this solicitation or by assuming the responsibility of a Contract awarded hereunder, selected Proposer, or any assignee, certifies that they will at no additional cost comply and cooperate with New York State Executive Law Article 15-A and the regulations promulgated thereunder. These requirements include equal employment opportunities for minority group members and women, and contracting opportunities for New York State-Certified Minority and Women-Owned Business Enterprises. The Contractor's demonstration of "good faith efforts" pursuant to 5 NYCRR §142.8 shall be a part of these requirements. These provisions shall be deemed supplementary to, and not in lieu of, the nondiscrimination provisions required by New York State Executive Law Article 15 (the "Human Rights Law") and other applicable Federal, State, and local laws. M/WBEs must be certified as such by the State pursuant to NY Executive Law Article 15-A and listed in the directory of New York State Certified MWBEs found at the following internet address: <https://ny.newnycontracts.com/FrontEnd/VendorSearchPublic.asp>. The Department's New York State-Certified Minority and Women-Owned Business Enterprises utilization goal is thirty (30) percent, MBE and WBE each consisting of fifteen (15) percent.

By submission of a Proposal in response to this solicitation or by assuming the responsibility of a Contract awarded hereunder, selected Proposer, or any assignee, certifies that it is not on the "Entities Determined to be Non-Responsive Bidders/Offerers pursuant to the New York State Iran Divestment Act of 2012" ("Prohibited Entities List") posted on the Office of General Services website at: <http://www.ogs.ny.gov/about/regs/docs/ListofEntities.pdf>. The selected respondent further certifies that it will not utilize on this Contract any subcontractor that is identified on the Prohibited Entities List. Additionally, the selected respondent is advised that should it seek to renew or extend a Contract awarded in response to the solicitation, it must provide the same certification at the time the Contract is renewed or extended. The City of Newburgh reserves the right to reject any Proposal from an entity that appears on the Prohibited Entities List prior to the award, assignment, renewal or extension of a contract, and to pursue a responsibility review with respect to any entity that is awarded a Contract and appears on the Prohibited Entities list after Contract award. By submission of a Proposal to the City of Newburgh, Proposer thereby certifies their firm is in compliance with all aspects of this regulation.

BY ORDER OF THE CITY OF NEWBURGH

By: _____

City Comptroller

Dated: _____ January 20, 2021

"An Equal Opportunity, Affirmative Action Employer"

RESOLUTION NO.: _____ - 2021

OF

APRIL 12, 2021

**A RESOLUTION ADOPTING THE CITY OF NEWBURGH
INVESTMENT POLICY**

WHEREAS, the New York State General Municipal Law Section 11 provides local governments with the authority to invest and the types of investments permitted; and

WHEREAS, the New York State General Municipal Law Section 39 requires the local governments to adopt an investment policy by resolution; and

WHEREAS, the City Council determines that it is in the best interests of the City of Newburgh to adopt an investment policy consistent with the requirements of the New York State General Municipal Law;

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Newburgh, New York hereby adopts the City of Newburgh Investment Policy, a copy of which is attached hereto and made a part of this Resolution; and

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

RESOLUTION NO.: _____ - 2021

OF

APRIL 12, 2021

**A RESOLUTION DECLARING POLICE DEPARTMENT AND
DEPARTMENT OF PUBLIC WORKS VEHICLES AND
WATER DEPARTMENT EQUIPMENT AS SURPLUS**

WHEREAS, the City of Newburgh Department of Public Works possesses one 2006 Dodge Ram 2500 4 x 4 pick-up truck which is no longer of use to the City; and

WHEREAS, the City of Newburgh Police Department possesses two 2005 Ford Taurus 4-door sedans, one 2002 Chevrolet Tahoe SUV, one 2007 Chevrolet Tahoe SUV and one 2011 Chevrolet Tahoe SUV which are no longer of use to the City; and

WHEREAS, the City of Newburgh Water Department possesses three Model SF4B125T64YHT1T1 Lincoln Electric Motors 125 HP 460 Volt; three Model 05-1290055 Aurora Centrifugal Pumps 2000 G.P.M 1750 RPM; and one 1960's Black top Smooth Drum Roller, which are no longer of use to the City; and

WHEREAS, the Department of Public Works, the Police Department, and Water Department have requested that the vehicles and equipment be designated as surplus and sold; and

WHEREAS, the City Council has determined that declaring the vehicles and equipment as surplus is in the best interests of the City of Newburgh; and

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the vehicles and equipment identified on the schedule attached hereto and made part hereof are hereby declared to be surplus and of no further use or value to the City of Newburgh; and

BE IT FURTHER RESOLVED, that the City Manager and/or City Comptroller be and they are hereby authorized to execute any required documents and conduct all necessary transactions to dispose of said surplus vehicles in accordance with the City of Newburgh's Surplus Property Disposition Policy and Procedure adopted by Resolution No. 174-2014 of July 14, 2014.

RESOLUTION NO.: _____ - 2021

OF

APRIL 12, 2021

**A RESOLUTION AUTHORIZING AN AGREEMENT WITH T. D. BANK, N.A.
TO ENABLE THE CITY OF NEWBURGH TO ACCEPT CREDIT CARD PAYMENTS
THROUGH AUTHORIZE.NET**

WHEREAS, the City of Newburgh has recognized a need to increase customer payment options, including credit card based transactions; and

WHEREAS, T. D. Bank, N.A. offers a credit card payment system through Authorize.Net, which will interface with SeamlessDocs to receive payments for Civil Service and film permit transactions; and

WHEREAS, credit card transaction payment options will expand access to those who might require such City services; and

WHEREAS, this Council finds it in the best interest of the City of Newburgh to enter into an agreement with T. D. Bank, N.A., as annexed hereto, for credit card payment processing;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the City Manager be and he is hereby authorized to enter into an agreement with T. D. Bank, N.A. for credit card payment processing services for City services.

RESOLUTION NO.: _____ - 2021

OF

APRIL 12, 2021

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO ACCEPT
A PROPOSAL AND EXECUTE AN AGREEMENT WITH
SOLITUDE LAKE MANAGEMENT FOR PROFESSIONAL SERVICES FOR
WATER QUALITY SAMPLING AND ANALYSIS OF BROWNS POND
AT A COST OF \$8,975.00**

WHEREAS, the City of Newburgh needs to monitor water quality at Browns Pond for potential harmful algal blooms as the City's back up water supply; and

WHEREAS, a water quality monitoring program will focus on proactive management of monitoring for potential harmful algal blooms; and

WHEREAS, Solitude Lake Management has submitted a proposal for professional services related to water quality sampling and analysis of Browns Pond; and

WHEREAS, the cost for such professional services will be \$8,975.00 and funding shall be derived from F.8389.0448.5022.0000; and

WHEREAS, the City Council has reviewed the annexed proposal and has determined that such work would be 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 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 a Water Quality Sampling and Analysis Program for Browns Pond at a cost of \$8,975.00.

RESOLUTION NO.: _____ - 2021

OF

APRIL 12, 2021

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO ACCEPT
A PROPOSAL AND EXECUTE AN AGREEMENT WITH
SOLITUDE LAKE MANAGEMENT FOR PROFESSIONAL SERVICES FOR
ALGAE TREATMENT 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 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.

RESOLUTION NO.: _____-2021

OF

APRIL 12, 2021

**A RESOLUTION AUTHORIZING THE EXECUTION OF A RELEASE OF
RESTRICTIVE COVENANTS AND RIGHT OF RE-ENTRY FROM A DEED
ISSUED TO MALINA NEALIS TO THE PREMISES KNOWN AS
77 CHAMBERS STREET (SECTION 23, BLOCK 3, LOT 14)**

WHEREAS, on December 5, 2002, the City of Newburgh conveyed property located at 77 Chambers Street, being more accurately described on the official Tax Map of the City of Newburgh as Section 23, Block 3, Lot 14, to Malina Nealis; and

WHEREAS, the attorney for the current owner has requested a release of the restrictive covenants contained in said deed; and

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

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

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

KNOWN ALL PERSONS BY THESE PRESENTS, that the City of Newburgh, a municipal corporation organized and existing under the Laws of the State of New York, and having its principal office at City Hall, 83 Broadway, Newburgh, New York 12550, in consideration of TEN (\$10.00) DOLLARS lawful money of the United States and other good and valuable consideration, receipt of which is hereby acknowledged, does hereby release and forever quitclaim the premises described as 77 Chambers Street, Section 23, Block 3, Lot 14 on the Official Tax Map of the City of Newburgh, from those restrictive covenants numbered 1, 2, 3, 4, and 5 in a deed dated December 5, 2002, from THE CITY OF NEWBURGH to MALINA NEALIS, recorded in the Orange County Clerk's Office on March 28, 2003, in Liber 11005 of Deeds at Page 518 and does further release said premises from the right of re-entry reserved in favor of the City of Newburgh as set forth in said deed.

Dated: _____, 2021

THE CITY OF NEWBURGH

By: _____
Joseph P. Donat, City Manager
Pursuant to Res. No.: ____-2021

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

On the ____ day of _____ in the year 2021, before me, the undersigned, a Notary Public in and for said State, personally appeared JOSEPH P. DONAT, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted; executed the instrument.

RESOLUTION NO.: _____-2021

OF

APRIL 12, 2021

**A RESOLUTION AUTHORIZING THE EXECUTION OF A RELEASE OF
RESTRICTIVE COVENANTS AND RIGHT OF RE-ENTRY FROM A DEED
ISSUED TO ONE FORTY FIVE CHAMBERS ST., LLC TO THE PREMISES
KNOWN AS 145 CHAMBERS STREET (SECTION 18, BLOCK 4, LOT 17)**

WHEREAS, on April 17, 2019, the City of Newburgh conveyed property located at 145 Chambers Street, being more accurately described on the official Tax Map of the City of Newburgh as Section 18, Block 4, Lot 14, to One Forty Five Chambers St., LLC; and

WHEREAS, the managing member of the company, Dimas Mero, has requested a release of the restrictive covenants contained in said deed; and

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

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

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

KNOWN ALL PERSONS BY THESE PRESENTS, that the City of Newburgh, a municipal corporation organized and existing under the Laws of the State of New York, and having its principal office at City Hall, 83 Broadway, Newburgh, New York 12550, in consideration of TEN (\$10.00) DOLLARS lawful money of the United States and other good and valuable consideration, receipt of which is hereby acknowledged, does hereby release and forever quitclaim the premises described as 145 Chambers Street, Section 18, Block 4, Lot 17 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 17, 2019, from THE CITY OF NEWBURGH to ONE FORTY FIVE CHAMBERS ST., LLC, recorded in the Orange County Clerk's Office on May 8, 2019, in Liber 14564 of Deeds at Page 1989 and does further release said premises from the right of re-entry reserved in favor of the City of Newburgh as set forth in said deed.

Dated: _____, 2021

THE CITY OF NEWBURGH

By: _____
Joseph P. Donat, City Manager
Pursuant to Res. No.: ____-2021

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

On the ____ day of _____ in the year 2021, before me, the undersigned, a Notary Public in and for said State, personally appeared JOSEPH P. DONAT, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted; executed the instrument.

RESOLUTION NO.: _____-2021

OF

APRIL 12, 2021

**A RESOLUTION AUTHORIZING THE EXECUTION OF A RELEASE OF
RESTRICTIVE COVENANTS AND RIGHT OF RE-ENTRY FROM A DEED
ISSUED TO KURT SCHREIBER TO THE PREMISES KNOWN AS
92 OVERLOOK PLACE (SECTION 45, BLOCK 8, LOT 24)**

WHEREAS, on February 1, 2017, the City of Newburgh conveyed property located at 92 Overlook Place, being more accurately described on the official Tax Map of the City of Newburgh as Section 45, Block 8, Lot 24, to Kurt Schreiber; and

WHEREAS, Mr. Schreiber has requested a release of the restrictive covenants contained in said deed; and

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

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

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

KNOWN ALL PERSONS BY THESE PRESENTS, that the City of Newburgh, a municipal corporation organized and existing under the Laws of the State of New York, and having its principal office at City Hall, 83 Broadway, Newburgh, New York 12550, in consideration of TEN (\$10.00) DOLLARS lawful money of the United States and other good and valuable consideration, receipt of which is hereby acknowledged, does hereby release and forever quitclaim the premises described as 92 Overlook Place, Section 45, Block 8, Lot 24 on the Official Tax Map of the City of Newburgh, from those restrictive covenants numbered 1, 2, 3, 4, and 5 in a deed dated February 1, 2017, from THE CITY OF NEWBURGH to KURT SCHREIBER, recorded in the Orange County Clerk's Office on April 4, 2017, in Liber 14210 of Deeds at Page 50 and does further release said premises from the right of re-entry reserved in favor of the City of Newburgh as set forth in said deed.

Dated: _____, 2021

THE CITY OF NEWBURGH

By: _____
Joseph P. Donat, City Manager
Pursuant to Res. No.: ____-2021

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

On the ____ day of _____ in the year 2021, before me, the undersigned, a Notary Public in and for said State, personally appeared JOSEPH P. DONAT, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted; executed the instrument.

RESOLUTION NO.: _____-2021

OF

APRIL 12, 2021

**A RESOLUTION AUTHORIZING THE EXECUTION OF A RELEASE OF
RESTRICTIVE COVENANTS AND RIGHT OF RE-ENTRY FROM A DEED
ISSUED TO WALDINA ALMAZAN TO THE PREMISES KNOWN AS
379 FIRST STREET (SECTION 28, BLOCK 1, LOT 16)**

WHEREAS, on December 27, 2018, the City of Newburgh conveyed property located at 379 First Street, being more accurately described on the official Tax Map of the City of Newburgh as Section 28, Block 1, Lot 16, to Waldina Almazan; and

WHEREAS, Ms. Almazan has requested a release of the restrictive covenants contained in said deed; and

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

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

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

KNOWN ALL PERSONS BY THESE PRESENTS, that the City of Newburgh, a municipal corporation organized and existing under the Laws of the State of New York, and having its principal office at City Hall, 83 Broadway, Newburgh, New York 12550, in consideration of TEN (\$10.00) DOLLARS lawful money of the United States and other good and valuable consideration, receipt of which is hereby acknowledged, does hereby release and forever quitclaim the premises described as 379 First Street, Section 28, Block 1, Lot 16 on the Official Tax Map of the City of Newburgh, from those restrictive covenants numbered 1, 2, 3, 4, and 5 in a deed dated December 27, 2018, from THE CITY OF NEWBURGH to WALDINA ALMAZAN, recorded in the Orange County Clerk's Office on March 26, 2019, in Liber 14544 of Deeds at Page 492 and does further release said premises from the right of re-entry reserved in favor of the City of Newburgh as set forth in said deed.

Dated: _____, 2021

THE CITY OF NEWBURGH

By: _____
Joseph P. Donat, City Manager
Pursuant to Res. No.: ____-2021

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

On the ____ day of _____ in the year 2021, before me, the undersigned, a Notary Public in and for said State, personally appeared JOSEPH P. DONAT, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted; executed the instrument.

RESOLUTION NO.: _____ - 2021

OF

APRIL 12, 2021

**A RESOLUTION TO AUTHORIZE THE CONVEYANCE OF VACANT REAL PROPERTY
KNOWN AS 140 THIRD STREET (SECTION 18, BLOCK 9, LOT 17)
AT PRIVATE SALE TO BUNNY ESCAVA, MICHAEL MAMIYE AND HYMAN MAMIYE
D/B/A NUTOPIA DEVELOPMENT LLC FOR THE AMOUNT OF \$13,500.00**

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

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

WHEREAS, the City of Newburgh desires to sell a vacant parcel of real property identified as 140 Third Street, being more accurately described as Section 18, Block 9, Lot 17 on the official tax map of the City of Newburgh; and

WHEREAS, the prospective buyers have offered to purchase this property at private sale; and

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

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the sale of the following property to the indicated purchaser be and hereby is confirmed and the City Manager is authorized and directed to execute and deliver a quitclaim deed to said purchasers upon receipt of the indicated purchase price in money order, good certified or bank check, made payable to **THE CITY OF NEWBURGH**, such sums are to be paid on or before July 16, 2021, being approximately ninety (90) days from the date of this resolution; and

<u>Property address</u>	<u>Section, Block, Lot</u>	<u>Purchaser</u>	<u>Purchase Price</u>
140 Third Street	18 - 9 - 17	Bunny Escava Michael Mamiye Hyman Mamiye	\$13,500.00

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

Terms and Conditions Sale

140 Third Street, City of Newburgh (SBL: 18-9-17)

STANDARD TERMS:

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

8. No personal property is included in the sale of any of the parcels owned by City of Newburgh, unless the former owner or occupant has abandoned same. The disposition of any personal property located on any parcel sold shall be the sole responsibility of the purchaser following the closing of sale.
9. The City makes no representation, express or implied, as to the condition of any property, warranty of title, or as to the suitability of any for any particular use or occupancy. Property may contain paint or other similar surface coating material containing lead. Purchaser shall be responsible for the correction of such conditions when required by applicable law. Property also may contain other environmental hazards. Purchaser shall be responsible for ascertaining and investigating such conditions prior to bidding. Purchaser shall be responsible for investigating and ascertaining from the City Building Inspector's records the legal permitted use of any property prior to closing. Purchaser acknowledges receivership of the pamphlet entitled "Protecting Your Family from Lead in Your Home." Purchaser also acknowledges that he/she has had the opportunity to conduct a risk assessment or inspection of the premises for the presence of lead-based paint, lead-based paint hazards or mold.
10. The entire purchase price and all closing costs/fees must be paid by money order or guaranteed funds to the City of Newburgh Comptroller's Office by the date listed in the approved City Council Resolution, notwithstanding any extensions of time granted pursuant to terms contained herein ("Closing Deadline"). Such closing costs/fees may include, but are not limited to: recording fees, tax adjustments as of the day of closing, fuel oil adjustments, and applicable condominium charges (e.g. monthly maintenance charges, assessment charges, transfer buy-in fees, and/or closing package ordering fees). *The City of Newburgh does not accept credit card payments for the purchase price and closing costs/fees.* **The City is not required to send notice of acceptance or any other notice to a purchaser.** At closing, purchaser, as grantee, may take title as a natural person or as an entity wherein purchaser is an officer or managing member of said entity. If purchaser takes title as an entity, purchaser must provide an affidavit listing all of the members or shareholders of said entity, their addresses, their phone numbers, and their percentage ownership stake in the entity. Purchaser must have at least a fifty-one (51%) ownership stake in said entity in order for said entity to take title.
11. Provided that the sale is not subject to an owner-occupancy restriction as set forth in paragraph 20, the purchaser, as grantee, may take title as a natural person or as an entity wherein purchaser is an officer or managing member of said entity. If purchaser takes title as an entity, purchaser must provide an affidavit listing all of the members or shareholders of said entity, their addresses, their phone numbers, and their percentage ownership stake in the entity. Purchaser must have at least a fifty-one (51%) ownership stake in said entity in order for said entity to take title.
12. The City Manager may, in his sole discretion and for good cause shown, grant one extension of time to close title of up to, but not to exceed, sixty (60) additional days from the Closing Deadline. No request shall be entertained unless in writing, stating the reasons therefor, and unless accompanied by a fee of \$250.00 per parcel for which a request is submitted. The fee shall be in addition to all other fees and deposits and shall not be credited against the purchase price and shall not be returnable. Any additional request made thereafter shall be made in writing and placed before the City Council for its consideration.
13. In the event that a sale is cancelled by court order, judgment, the Comptroller or the Newburgh City Council, the purchaser shall be entitled only to a refund of the purchase money paid. Purchaser agrees that he shall not be entitled to special or consequential damages, attorney's fees, reimbursement for any expenses incurred as a result of ownership, improvements of property, or for taxes paid during period of ownership, and this agreement by the purchaser is a material condition of the sale.
14. Sale shall be final, absolute and without recourse once title is conveyed on the actual day of closing. In no event, shall City of Newburgh be or become liable for any defects in title for any cause whatsoever, and no claim, demand or suit of any nature shall exist in favor of the purchaser, his heirs, successors or assigns, against City of Newburgh arising from this sale.
15. Conveyance shall be by quitclaim deed only, containing a description of the property as it appeared on the tax roll for the year upon which the City acquired title or as corrected up to date of deed. The deed will be recorded by the City upon payment in full of the purchase price, tax reimbursements, buyer's premium (if applicable), and closing fees/costs. Possession of property is forbidden until the deed is recorded conveying title to the purchaser. **Title vests upon conveyance of deed.**

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

ACKNOWLEDGED AND AGREED

Date: _____

Date: _____

Bunny Escava

Michael Mamiye

Date: _____

Hyman Mamiye

RESOLUTION NO.: _____ - 2021

OF

APRIL 12, 2021

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO APPLY FOR
AND ACCEPT IF AWARDED A NEW YORK STATE OFFICE OF CHILDREN AND
FAMILY SERVICES YOUTH DEVELOPMENT PROGRAM GRANT
IN THE AMOUNT OF \$5,000.00 REQUIRING NO CITY MATCH
FOR THE 2021 YOUTH SOCCER PROGRAM**

WHEREAS, the City of Newburgh Recreation Department has advised that the Orange County Youth Bureau is accepting a Request for Proposals for grant funding available from New York State Office of Children and Family Services Youth Development Program (YDP); and

WHEREAS, the City of Newburgh wishes to apply for and accept if awarded a YDP Grant in an amount not to exceed \$5,000.00 for a Youth Soccer Program which includes soccer training and recreational leagues conducted in the summer and fall of 2021; and

WHEREAS, funds will be utilized for the costs of referees, uniforms, and trophies; and

WHEREAS, no City matching funds are required; and

WHEREAS, this Council has determined that applying for and accepting said grant if awarded is in the best interests of the City of Newburgh and its youth;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to apply for and accept if awarded a New York State Office of Children and Family Services Youth Development Program Grant in the amount of \$5,000.00 requiring no City match for the 2021 Youth Soccer Program; and to execute all necessary documents to receive and comply with the terms of such grant and to carry out the program funded thereby.

RESOLUTION NO.: _____ - 2021

OF

APRIL 12, 2021

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO APPLY FOR
AND ACCEPT IF AWARDED A NEW YORK STATE OFFICE OF CHILDREN AND
FAMILY SERVICES YOUTH DEVELOPMENT PROGRAM GRANT
IN AN AMOUNT NOT TO EXCEED \$6,500.00 REQUIRING NO CITY MATCH
FOR THE 2021 SUMMER PLAYGROUND PROGRAM**

WHEREAS, the City of Newburgh Recreation Department has advised that the Orange County Youth Bureau is accepting a Request for Proposals for grant funding available from the New York State Office of Children and Family Services Youth Development Program (YDP); and

WHEREAS, the City of Newburgh wishes to apply for and accept if awarded a YDP Grant in an amount not to exceed \$6,500.00 for the 2021 Summer Playground Program which is a 6-week day camp for boys and girls in grades 1st through 6th; and

WHEREAS, funds will be used to purchase supplies, such as food, water, snacks, and books, and to pay vendors; and

WHEREAS, no City matching funds are required; and

WHEREAS, this Council has determined that applying for and accepting said grant if awarded is in the best interests of the City of Newburgh and its youth;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to apply for and accept if awarded a New York State Office of Children and Family Services Youth Development Program Grant in the amount of \$6,500.00 requiring no City match for the 2021 Summer Playground Program; and to execute all such further contracts and documentation and take such further actions as may be appropriate and necessary to accept such grant and administer the programs funded thereby.

RESOLUTION NO.: _____ - 2021

OF

APRIL 12, 2021

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO ACCEPT
A NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION
MUNICIPAL WASTE REDUCTION AND RECYCLING
STATE ASSISTANCE PROGRAM GRANT
IN THE AMOUNT OF \$41,139.00 WITH A HUNDRED PERCENT CITY MATCH**

WHEREAS, the New York State Department of Environmental Conservation is offering funding to assist New York State municipalities meet environmental goals and mandates through the Environmental Protection Fund and the Municipal Waste Reduction and Recycling State Assistance Grant program to expand local waste reduction and recycling programs and increase participation in those programs; and

WHEREAS, by Resolution No. 263-2020 of October 26, 2020, the City of Newburgh applied for funding in the amount of \$100,000.00 to fund a part-time employee, recycling education materials and to purchase 95 gallon or larger recycling containers during 2021; and

WHEREAS, the City of Newburgh was awarded a grant in the amount of \$41,139.00, with a \$41,139.00 match to be derived from S.1918.0400, which will fund a full time Recycling Coordinator for 1 year and the purchase of recycling education materials; and

WHEREAS, this Council has determined that accepting such grant is in the best interests of the City of Newburgh;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to accept a New York State Department of Environmental Conservation Municipal Waste Reduction and Recycling State Assistance Program grant in the amount of \$41,139.00 with a hundred percent City match; and to execute all such further contracts and documentation and take such further actions as may be appropriate and necessary to accept such grant and participate in and administer the programs funded thereby.

.

RESOLUTION NO.: _____ - 2021

OF

APRIL 12, 2021

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO ACCEPT A PROPOSAL
AND EXECUTE A CONTRACT WITH GREENMAN-PEDERSEN, INC.
IN THE AMOUNT OF \$25,250.00 FOR PROFESSIONAL ENGINEERING DESIGN AND
CONSTRUCTION MANAGEMENT SERVICES IN
THE DELANO-HITCH RECREATION PARK “TOT-LOT” IMPROVEMENTS PROJECT**

WHEREAS, the City of Newburgh solicited proposals for professional engineering services for design and construction management of the Delano-Hitch Recreation Park “Tot-Lot” Improvements Project (the “Project”); and

WHEREAS, the City has received a proposal from Greenman-Pedersen, Inc. which has been identified as the most qualified firm to provide said services; and

WHEREAS, such engineering services shall include preparation of detailed site plans, construction drawings and Project manual, and bid documents, as well as construction administration; and

WHEREAS, funding for the design phase of the Project in the amount of \$25,250.00 shall be derived from Community Development Block Grant (CDBG) Park Improvements Projects, 2017 and 2018, CD1.8125.0400.0577.2017 and CD1.8686.0400.8125.2018; and

WHEREAS, this Council has reviewed the proposal and determined that entering into a contract with Greenman-Pedersen, Inc. is in the best interests of the City of Newburgh and its further development;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to accept a proposal and to execute a contract with Greenman-Pedersen, Inc., in the amount of \$25,250.00 for professional design and construction management services in the Delano-Hitch Recreation Park “Tot-Lot” Improvements Project.

RESOLUTION NO.: _____ - 2021

OF

APRIL 12, 2021

**A RESOLUTION AUTHORIZING THE CITY MANAGER
TO APPLY FOR AND ACCEPT IF AWARDED
A DEPARTMENT OF HOMELAND SECURITY 2021 PORT SECURITY GRANT
IN AN AMOUNT NOT TO EXCEED \$25,000.00
WITH NO CITY MATCH REQUIRED**

WHEREAS, the City of Newburgh Fire Department wishes to apply for a Department of Homeland Security 2021 Port Security Grant in an amount not to exceed Twenty-Five Thousand (\$25,000.00) Dollars; and

WHEREAS, such grant funds, if awarded, shall be used for electronic equipment for the Fire Boat to maintain compliance with United States Coast Guard requirements; and

WHEREAS, no City matching funds or in-kind services are required; and

WHEREAS, this Council has determined that applying for such grant funds would be in the best interests of the City of Newburgh, and the safety of its firefighters and residents alike;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the City Manager be and he is hereby authorized to apply for and accept if awarded a Department of Homeland Security 2021 Port Security Grant in an amount not to exceed \$25,000.00 for the City of Newburgh Fire Department with no City match required; and to execute all such further contracts and documentation and take such further actions as may be appropriate and necessary to accept such grant and administer the purchases funded thereby.

RESOLUTION NO.: _____ - 2021

OF

APRIL 12, 2021

**RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE
CHANGE ORDER NO. 1 WITH GENERAL CODE, CMS, LLC
FOR ADDITIONAL TRAINING SERVICES AND DATA MIGRATION COSTS
IN THE AMOUNT OF \$26,100.00**

WHEREAS, by Resolution No. 90-2020 of April 13, 2020, the City Council authorized the City Manager to enter a three-year contract with General Code, CMS, LLC (“General Code”) to provide municipal software services to the City; and

WHEREAS, additional costs for training services and data migration are necessary to assure a smoother transition onto the new municipal software services platform; and

WHEREAS, payment for the additional training services and data migration services will be funded from the New York State Cities RISE Phase III grant, budget line CG.3620.0455.3621.2021; and

WHEREAS, this Council finds it to be in the best interests of the City of Newburgh to execute Change Order No. 1 with General Code;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the City Manager be and he is hereby authorized to execute Change Order No. 1 with General Code in the amount of \$26,100.00, with all such terms and conditions as may be required by the Corporation Counsel, for additional training services and data migration costs.

RESOLUTION NO.:_____ - 2021

OF

APRIL 12, 2021

**A RESOLUTION AUTHORIZING THE CITY MANAGER
TO APPLY FOR AND ACCEPT IF AWARDED A GRANT FROM
THE NEW YORK STATE DEPARTMENT OF CRIMINAL JUSTICE SERVICES
UNDER THE GUN INVOLVED VIOLENCE ELIMINATION (“GIVE”) PARTNERSHIP
TO ENHANCE LAW ENFORCEMENT IN THE CITY OF NEWBURGH
TO ACHIEVE SUSTAINED, LONG-TERM CRIME REDUCTION
IN THE AMOUNT OF \$364,284.00
WITH NO CITY MATCH FOR THE PERIOD JULY 1, 2021 TO JUNE 30, 2022**

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

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

WHEREAS, the Program funding shall be for New York State fiscal year beginning July 1, 2021 and ending June 30, 2022; and

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

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

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he hereby is authorized to apply for and accept if awarded a grant award from the New York State Department of Criminal Justice Services under the Gun Involved Violence Elimination (“GIVE”) Partnership, in the amount of \$364,284.00 with no City match required for New York State Fiscal Year beginning July 1, 2021 and ending June 30, 2022, to be used to carry out the program; and to execute all such further contracts and documentation and take such further actions as may be appropriate and necessary to accept such grant and administer the programs funded thereby.

RESOLUTION NO.: _____ - 2021

OF

APRIL 12, 2021

**A RESOLUTION AUTHORIZING THREE RENEWAL AGREEMENTS WITH
ENDEAVOR MUNICIPAL DEVELOPMENT, INC.
FOR GRANT CONSULTING SERVICES IN AN AMOUNT
NOT TO EXCEED \$18,000.00 PER AGREEMENT FOR A 9 MONTH PERIOD**

WHEREAS, by Resolution No. 72-2019 of March 25, 2019 and Resolution No. 61-2020 of March 9, 2020, the City of Newburgh authorized 3 agreements with Endeavor Municipal Development, Inc. for professional grant consulting services in a total amount not to exceed \$24,000.00 per agreement for a 12 month period; and

WHEREAS, Endeavor Municipal Development, Inc. has submitted 3 renewal agreements, one each for general grant services, water service grant services, and wastewater/sewer grant services with similar scopes of work to include, but not be limited to, develop funding sources for current projects; explore funding options and eligibility for future projects; research, preparation, submission and appropriate follow up for all targeted governmental and non- governmental funding applications and the development and implementation of a project management system; and to work with appropriate City staff; and

WHEREAS, the term of each agreement shall be 9 months at a cost of \$18,000.00 per agreement and funding for said professional grant consulting services is appropriated in the City's 2021 budget; and

WHEREAS, this Council finds that entering into the renewal agreements with Endeavor Municipal Development, Inc. for professional grant consulting services is in the best interests of the City of Newburgh and its further development;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to enter into 3 renewal agreements with Endeavor Municipal Development, Inc. for professional grant consulting services in a total amount not to exceed \$18,000.00 per agreement for a 9 month period.

RESOLUTION NO.: _____ - 2021

OF

APRIL 12, 2021

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE
AN AGREEMENT WITH TARGETSOLUTIONS LEARNING, LLC,
D/B/A VECTOR SOLUTIONS FOR SCHEDULING SOFTWARE AND SERVICES
FOR THE CITY OF NEWBURGH FIRE DEPARTMENT**

WHEREAS, TargetSolutions Learning, LLC d/b/a Vector Solutions offers subscription-based software and services to assist fire agencies in scheduling personnel to manage staff and personnel resources more efficiently and effectively; and

WHEREAS, the cost for the software, services, equipment and training in the initial year is \$4,949.00 and such funding shall be derived from A.3412.0448 Other Services; and

WHEREAS, the City Council finds that entering into such a contract with TargetSolutions Learning, LLC d/b/a Vector Solutions for the subscription-based scheduling software and related services is in the best interests of the City of Newburgh;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager of the City of Newburgh be and he is hereby authorized to enter into an agreement with TargetSolutions Learning, LLC d/b/a Vector Solutions, as annexed hereto with such other terms and conditions as may be required by Corporation Counsel, to provide subscription-based scheduling software and related services and equipment to the City of Newburgh Fire Department.

RESOLUTION NO.: _____ - 2021

OF

APRIL 12, 2021

**A RESOLUTION AUTHORIZING THE CITY MANAGER
TO ENTER INTO AGREEMENTS WITH VARIOUS PARTIES
TO PROVIDE GROUP FITNESS INSTRUCTION CLASSES
IN DOWNING PARK THROUGH NOVEMBER 26, 2021**

WHEREAS, the COVID-19 pandemic has caused physical fitness and well-being to suffer from both a provider and recipient standpoint, leaving decreased access to health and well-being instruction for the community; and

WHEREAS, by Resolution No. 189-2020, the City Council responded to that need and authorized the City Manager to enter into agreements by which eligible fitness instructors could provide fitness instruction classes to the public, at no charge to the public or the City, in Downing Park during the 2020 outdoor season; and

WHEREAS, the City Council finds it appropriate and necessary to authorize the City Manager to enter into similar agreements for the 2021 outdoor season; and

NOW, THEREFORE, BE IT RESOLVED, that the Council of the City of Newburgh, New York hereby authorizes the City Manager to enter into the referenced agreements in a form subject to approval of the Corporation Counsel with such other terms and conditions as Corporation Counsel may require, with eligible fitness instructors to provide group fitness instruction classes in Downing Park through November 26, 2021.

AGREEMENT FOR VENDOR SERVICES

THIS AGREEMENT is entered into as of this _____ day of _____, 2021, by and between the **CITY OF NEWBURGH**, a municipal corporation chartered under the authority of the State of New York, hereinafter referred to as the “**CITY**,” with principal offices at 83 Broadway, City Hall, Newburgh, New York 12550; and _____, a firm [or person] with principal offices at _____, hereinafter referred to as “**VENDOR**.”

ARTICLE 1. SCOPE OF WORK

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

ARTICLE 2. TERM OF AGREEMENT

VENDOR agrees to perform the SERVICES and/or supply goods beginning as of the date of this Agreement and ending November 26, 2021.

ARTICLE 3. COMPENSATION

For satisfactory performance of the SERVICES and/or receipt of conforming goods or, as such SERVICES or goods may be modified by mutual written agreement, the CITY agrees to compensate VENDOR in accordance with the fees and expenses as stated in Schedule A, which is attached to and is part of this Agreement.

ARTICLE 4. EXECUTORY CLAUSE

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

ARTICLE 5. PROCUREMENT OF AGREEMENT

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

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

ARTICLE 6. CONFLICT OF INTEREST

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

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

ARTICLE 7. FAIR PRACTICES

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

A. The prices in this Agreement have been arrived at independently by VENDOR

without collusion, consultation, communication, or agreement with any other bidder, proposer or with any competitor as to any matter relating to such prices which has the effect of, or has as its purpose, restricting competition;

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

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

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

ARTICLE 8. INDEPENDENT CONTRACTOR

In performing the SERVICES and/or supplying goods and incurring expenses under this Agreement, VENDOR shall operate as, and have the status of, an independent contractor and shall not act as agent, or be an agent, of the CITY. As an independent contractor, VENDOR shall be solely responsible for determining the means and methods of performing the SERVICES and/or supplying of the goods and shall have complete charge and responsibility for VENDOR'S personnel engaged in the performance of the same.

In accordance with such status as independent contractor, VENDOR covenants and agrees that neither it nor its employees or agents will

hold themselves out as, nor claim to be officers or employees of the CITY, or of any department, agency or unit thereof by reason hereof, and that they will not, by reason hereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the CITY including, but not limited to, Worker's Compensation coverage, health coverage, Unemployment Insurance Benefits, Social Security coverage or employee retirement membership or credit.

ARTICLE 9. ASSIGNMENT AND SUBCONTRACTING

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

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

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

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

ARTICLE 10. BOOKS AND RECORDS

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

ARTICLE 11. RETENTION OF RECORDS

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

ARTICLE 12. AUDIT BY THE CITY AND OTHERS

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

ARTICLE 13. INSURANCE

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

<u>Type of Coverage</u>	<u>Limit of Coverage</u>
General Liability	\$1,000,000 aggregate
Professional Liability	\$1,000,000 aggregate

If available, VENDOR shall attach to this Agreement applicable certificates of insurance evidencing VENDOR'S compliance with these requirements.

ARTICLE 14. INDEMNIFICATION

VENDOR agrees to defend, indemnify and hold harmless the CITY, including its officials, employees and agents, against all

claims, losses, damages, liabilities, costs or expenses (including, without limitation, reasonable attorney fees and costs of litigation and/or settlement), whether incurred as a result of a claim by a third party or any other person or entity, arising out of the SERVICES performed and/or goods supplied pursuant to this Agreement which the CITY or its officials, employees or agents, may suffer by reason of any negligence, fault, act or omission of VENDOR, its employees, representatives, subcontractors, assignees, or agents.

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

ARTICLE 15. PROTECTION OF CITY PROPERTY

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

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

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

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

ARTICLE 16. CONFIDENTIAL INFORMATION

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

ARTICLE 17. TERMINATION

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

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

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

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

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

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

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

ARTICLE 18. GENERAL RELEASE

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

VENDOR arising out of the performance of this Agreement.

ARTICLE 19. SET-OFF RIGHTS

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

ARTICLE 20. NO ARBITRATION

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

ARTICLE 21. GOVERNING LAW

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

ARTICLE 22. CURRENT OR FORMER CITY EMPLOYEES

VENDOR represents and warrants that it shall not retain the SERVICES of any CITY

employee or former CITY employee in connection with this Agreement or any other agreement that said VENDOR has or may have with the CITY without the express written permission of the CITY. This limitation period covers the preceding three (3) years or longer if the CITY employee or former CITY employee has or may have an actual or perceived conflict of interests due to their position with the CITY.

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

ARTICLE 23. ENTIRE AGREEMENT

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

ARTICLE 24. MODIFICATION

No changes, amendments or modifications of any of the terms and/or conditions of this Agreement shall be valid unless reduced to writing and signed by the party to be bound. Changes in the scope of SERVICES in this Agreement shall not be binding, and no payment shall be due in connection therewith, unless prior to the performance of any such SERVICES, the City Manager of the CITY, after consultation with the Department Head and Corporation Counsel, executes an Addendum or Change Order to this Agreement, which Addendum or Change Order shall specifically set forth the scope of such extra or additional SERVICES and the amount of compensation and the extension of

the time for performance, if any, for any such SERVICES. Unless otherwise specifically provided for therein, the provisions of this Agreement shall apply with full force and

effect to the terms and conditions contained in such Addendum or Change Order.

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

THE CITY OF NEWBURGH

VENDOR

BY: _____
Joseph P. Donat
City Manager
Per Resolution No.

BY: _____
NAME: _____
TITLE: _____

DATE: _____

DATE: _____

APPROVED AS TO FORM:

Michelle Kelson
Corporation Counsel

Todd Venning
City Comptroller

SCHEDULE A – SCOPE OF SERVICES: Outdoor Fitness Instructor

This scope of services outlines the schedule and requirements for fitness classes to be provided at the Downing Park Amphitheatre for the 2021 outdoor season, through November 26, 2021.

Vendor Name: [_____]

Proposed date of first class: [_____] / [_____] / [_____]]

Proposed date of last class: [_____] / [_____] / [_____]]

Frequency: [_____]

Class type: [_____]

Dates and times: [_____] at [_____] : [_____] AM / PM
[_____] at [_____] : [_____] AM / PM
[_____] at [_____] : [_____] AM / PM

Responsibilities of the Instructor (for class):

- Arrive at least 15 minutes prior to class in order to ensure the site is prepared.
- Create master sign-in sheet for all class participants.
- Have all participants sign a liability waiver at the beginning of each class. Waivers will be provided to you by the City.
- Ensure all participants are at least 6 feet apart at all times. Maximum 25 participants per class.
- Ensure that all equipment provided by you is cleaned and sanitized both before and after each class session.

Responsibilities of the Instructor (with City of Newburgh):

- Provide required documentation to qualify as eligible instructor.
- Work with Department of Planning and Development program contact to confirm actual class schedule assignments at least one (1) week in advance of class.
- Obtain sufficient number of blank waiver forms for each class.
- Deliver signed waiver forms to Department of Planning and Development program contact within 48 hours after each class.
- Create brief report (in writing) to Department of Planning and Development program contact about the class, including but not limited to number of participants in attendance, personal questions or concerns about the class, and any feedback from class participants.
- Notify the City's program contact immediately via e-mail if you need to cancel class for any reason.

As consideration for the services provided above, the City of Newburgh will promote the classes on its website and other social media platforms. Vendor shall not charge any fees or other consideration to the City or to class participants.

Informed Consent and Liability Waiver Release for Participation in City of Newburgh Exercise Program

READ THIS DOCUMENT CAREFULLY. IT IS AN IMPORTANT LEGAL DOCUMENT WITH LEGAL CONSEQUENCES.

I agree, affirm, and consent to the following:

1. I am voluntarily participating in an exercise fitness program conducted by _____ (“Instructor”) at the Downing Park Amphitheater, Newburgh, New York. I recognize that the program requires physical exertion that may be strenuous at times and may cause physical injury, serious physical injury, and/or death. I am fully aware of the risks and hazards involved.
2. I understand that it is my responsibility to consult with a physician prior to and regarding my participation in the above-mentioned program. Depending on the condition of my overall health, physical exercise may have inherent dangers and may be hazardous. I represent and warrant that I have no medical condition that would prevent my participation in the program.
3. I agree to assume full responsibility for any risks, injuries or damage known or unknown which I might incur as a result of participating in the program. Such injuries may include, but are not limited to, heart attacks, muscle strains, muscle pulls, muscle tears, broken bones, shin splints, heat prostration, injuries to knees, injuries to back, injuries to foot, or any other illness or soreness, including death.
4. I knowingly, voluntarily and expressly waive any claims and/or damages I may have against the City of Newburgh or the Instructor for personal injury, death, property damage, or general damages that I may sustain as a result of participating in the program.
5. I, along with my heirs, successors, or representatives, forever release, waive, discharge, and covenant not to sue the City of Newburgh or the Instructor for any injury or death caused by its negligence or any other acts.
6. I will indemnify and hold the City of Newburgh and the Instructor harmless from any loss, liability, damage, cost or expense, including litigation, which it may incur as a result of any injury, death, property damage, or any other damage which I might sustain while participating in said activities.
7. I agree for myself and my heirs, successors, or representatives, that the above representations, acknowledgements and releases are contractually binding, and that should I, or my heirs, successors, or representatives, assert a claim in contravention of this release, the asserting party shall be liable for the expenses (including legal fees) incurred by the other party or parties, in defending any such claim.

8. I understand and agree that this release is intended to discharge the Instructor and the City of Newburgh, its officers, employees and agents from and against any and all liability for any reason, at any time, related to the activities stated herein.
9. I understand the City of Newburgh has the right to cancel or change programming for any reason, at any time, without notice.
10. While the City of Newburgh provides the setting for the fitness program, I acknowledge and affirm that I am not an employee of the City of Newburgh for Workers' Compensation purposes.
11. By my signature below, I indicate that I have read the above waiver and release of liability and fully understand its contents. I voluntarily agree to the terms and conditions stated above.

Date: _____

Print Name: _____

Signature: _____

RESOLUTION NO.: _____ - 2021

OF

APRIL 12, 2021

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEWBURGH
URGING THE UNITED STATES CONGRESS TO ENACT
THE ENERGY INNOVATION AND CARBON DIVIDEND ACT OF 2019
H.R. 763**

WHEREAS, an Intergovernmental Panel on Climate Change issued a special report on the impacts of global warming of 1.5 °C above pre industrial levels in October 2018 warning that global warming is likely to reach 1.5°C between 2030 and 2052 if it continues to increase at the current rate; and

WHEREAS, the United Nations climate science body said in a monumental climate report that we have only 12 years left to make massive and unprecedented changes to global energy infrastructure to limit global warming to moderate levels; and

WHEREAS, the United States government released its Fourth Annual Climate Assessment in November 2018 reporting that the impacts of climate change are already being felt in communities across the country, and that more frequent and intense extreme weather and climate-related events, as well as changes in average climate conditions, are expected to continue to damage infrastructure, ecosystems, and social systems that provide essential benefits to communities; and

WHEREAS, conservative estimates by the world's climate scientists state that to achieve climate stabilization and avoid cataclysmic climate change, emissions of greenhouse gases (GHGs) must be brought to 80-95% below 1990 levels by 2050; and

WHEREAS, presently the environmental, health, and social costs of carbon emissions are not included in prices paid for fossil fuels, but rather these externalized costs are borne directly and indirectly by all Americans and global citizens; and

WHEREAS, to begin to correct this market failure, Congress can enact the Energy Innovation and Carbon Dividend Act to assess a national carbon fee on fossil fuels based on the amount of CO₂ the fuel will emit when burned and allocate the collected proceeds to all U.S. Households in equal shares in the form of a monthly dividend; and

WHEREAS, for efficient administration, the fossil fuels fee can be applied once, as far upstream in the economy as practical, or at the port of entry into the United States; and

WHEREAS, as stated in the Energy Innovation and Carbon Dividend Act of 2019, H.R. 763, a national, revenue-neutral carbon fee starting at a relatively low rate of \$15 per ton of CO₂ equivalent emissions and resulting in equal charges per ton of CO₂ equivalent emissions potential in each type of fuel

or greenhouse gas should be assessed to begin to lower what are now dangerously high CO2 emissions. The yearly increase in carbon fees including other greenhouse gases, shall be at least \$10 per ton of CO2 equivalent each year, with the Department of Energy determining whether an increase larger than \$10 per ton per year is needed to achieve program goals; and

WHEREAS, the Energy Innovation and Carbon Dividend Act of 2019, H.R. 763, specifies that, in order to protect low and middle income citizens from the economic impact of rising prices due to the carbon fee, equal monthly per-person dividend payments shall be made to all American households (1/2 payment per child under 19 years old) each month from the fossil fuel fees collected. The total value of all monthly dividend payments shall represent 100% of the net carbon fees collected per month; and

WHEREAS, the Energy Innovation and Carbon Dividend Act of 2019, H.R. 763, encourages market-driven innovation of clean energy technologies and market efficiencies which will reduce harmful pollution and leave a healthier, more stable, and more prosperous nation for future generations; and

WHEREAS, the Energy Innovation and Carbon Dividend Act of 2019, H.R. 763, will, after 12 years, lead to a decrease in America's CO2 emissions of 40 percent and an increase in national employment of 2.1 million jobs; and

WHEREAS, border adjustments - carbon content-based tariffs on products imported from countries without comparable carbon pricing, and refunds to our exporters of carbon fees paid - can maintain the competitiveness of U.S. businesses in global markets; and

WHEREAS, a national carbon fee can be implemented quickly and efficiently, and will respond to the urgency of the climate crisis because the federal government already has in place mechanisms, such as the Internal Revenue Service, needed to implement and enforce the fee, and already collects fees from fossil fuel producers and importers; and

WHEREAS, A national revenue-neutral carbon fee would make the United States a leader in mitigating climate change and in the clean energy technologies of the 21st century and would provide incentive to other countries to enact similar carbon fees, reducing global CO2 emissions without the need for complex international agreements;

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Newburgh urges the United States Congress to enact without delay the Energy Innovation and Carbon Dividend Act of 2019, H.R. 763; and

BE IT FURTHER RESOLVED, that the City Clerk, no later than 30 days after passage of this Resolution, shall transmit copies of this resolution to President Joseph R. Biden, Jr. and Vice President Kamala Harris, to Representative Nancy Pelosi, Speaker of the House of Representatives, to Senator Charles E. Schumer, the Majority Leader of the Senate, to Senator Kirsten Gillibrand, and Representative Sean Patrick Maloney.

ORDINANCE NO.: _____ - 2021

OF

APRIL 12, 2021

AN ORDINANCE AMENDING CHAPTER 249, SIDEWALK CAFES,
OF THE CODE OF ORDINANCES OF THE CITY OF NEWBURGH
TO PERMIT TEMPORARY SIDEWALK CAFÉ OPERATIONS
IN DESIGNATED PUBLIC PARKING AREAS

BE IT ORDAINED, by the Council of the City of Newburgh, New York that Chapter 249 of the Code of the City of Newburgh is hereby amended as follows:

SECTION 1. Amendment

§ 249-3. Conditions for issuance of permit.

G. Permits may be issued only during the period from ~~May 15~~ April 13, 2021 to ~~October 31~~ November 26, 2021 and shall be for such duration, within the time provided herein, as the applicant may request.

§ 249-9. Sidewalk Café Operations in Designated Parking Areas

G. There shall be no fee for a permit pursuant to this Chapter for the year ~~2020~~ 2021.

H. This Section 249-9, and any authority granted pursuant thereto, shall automatically expire on ~~November 30, 2020~~ November 26, 2021 or when terminated earlier by State action.

SECTION 2. Severability.

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

Underlining denotes additions

~~Strikethrough~~ denote deletions

SECTION 3. Codification.

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

SECTION 4. Validity

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

SECTION 5. This ordinance shall take effect immediately.

Underlining denotes additions
~~Strikethrough~~ denote deletions

APPLICATION PROCESS

1. Complete all fields of the application. Be as specific as possible. Incomplete or vague applications may be delayed.
2. Submit the prescribed application, along with the following:
 - a. Proof of Insurance (policy must list the “City of Newburgh” as additional insured and “City Manager - City of Newburgh” as the certificate holder)
 - b. Site Map/Site Plan
 - c. Copy of any State Liquor Authority (“SLA”) License for the restaurant, if applicable
3. Deliver the completed application package to the Fire Prevention Office, 123 Grand Street, Newburgh, New York 12550.
4. After delivery of your application, the Fire Prevention Bureau will contact you to schedule a site inspection.
5. Once the site is approved, you may set up your operations in accordance with the approved site map/site plan.
6. Once your operations are set up, contact the Fire Prevention Bureau for a final inspection.
7. After passing the final inspection, the City of Newburgh will issue you a permit for the OPERATION OF A SIDEWALK CAFÉ which will expire on November 26, 2021.
8. You must frame the permit and display it inside the host restaurant in a place designated by the Fire Prevention Bureau.

City of Newburgh Department of Code Compliance
Sidewalk Café Permit Application

GENERAL RULES AND REGULATIONS

1. All outdoor dining operations must meet social distancing requirements and follow all applicable health guidelines as set forth by the CDC, New York State (including Executive Order), and Orange County Department of Health.
2. Applicants must provide a floor plan diagram indicating the total square footage of public property used for the outdoor dining area; the location of all tables and chairs; pedestrian and cafe areas; width and length of cafe area; fire escape drop ladder and all permanent street obstructions (e.g. signs, bus stops, fire hydrants, etc.) between the cafe area and curb line.
3. The sidewalk abutting the property, from the property line to the curb line, must not be less than 10 feet in width.
4. The area to be used for the sidewalk cafe must not encroach onto the sidewalk more than 10 feet from the property line abutting the sidewalk and must not extend beyond the extension of the side property lines onto the sidewalk.
5. No permanent structures may be affixed to the sidewalk area used for the cafe or affixed to the building abutting the area for purposes of the cafe, and the area may be occupied only by chairs, tables, benches, umbrellas, movable railings, and planters for the convenience of the patrons to be served in such area. Movable railings or planters shall be so arranged as to enclose the dining area, and the sidewalk shall be inconspicuously marked to delineate the approved position of such barriers.
6. A clear, unoccupied space must be provided, not less than three feet in width, from all entrances of the building abutting the sidewalk to the unoccupied portion of the public sidewalk.
7. Neither outdoor lighting nor live or mechanical music may be used on or for the cafe area, except that in such cases where street lighting is insufficient to so illuminate the dining area so that a hazard to those traveling the sidewalk may be created, the Fire Chief shall direct and the applicant shall provide such lighting for nighttime hours as the Fire Chief shall require.
8. General comprehensive liability insurance naming the applicant and the City of Newburgh, its officers, agents and employees as named insureds must be provided, with limits of \$25,000/\$50,000 for property damage and \$1,000,000/\$2,000,000 for personal injury, effective for the duration of the permit.
9. There shall be a minimum clear distance of five feet, exclusive of the area occupied by the sidewalk cafe, free of all obstructions, such as trees, parking meters, utility poles, streetlights, benches, planters, and movable railings in order to allow for adequate and safe pedestrian movement.

10. All sidewalk cafes shall cease operations by 10:00 p.m. Sunday through Thursday and 11:00 p.m. Friday and Saturday.
11. Applicants must provide current license information issued by the New York State Liquor Authority if they intend to serve alcohol. The operator of a sidewalk cafe should be in full compliance with the licensing requirements of the State Liquor Authority, as the same may exist, and shall comply with all other laws and regulations concerning the sale of alcoholic beverages in the state. All alcoholic beverages shall be prepared within the existing restaurant and shall only be served to patrons while seated at tables. In the event that said sidewalk cafe is not in full compliance with State Liquor Authority laws, rules and regulations concerning the sale of alcoholic beverages, then serving alcoholic beverages in the sidewalk cafe area shall be prohibited.
12. The restaurant shall not serve food or beverages to a patron at a sidewalk cafe unless that patron is seated at a table.
13. Sidewalk cafes and the public property on which they are located shall be kept neat and clean at all times and free from any substance which might damage the sidewalk or cause injury to pedestrians.
14. Sidewalks adjacent to the entire building must be in good condition, without violations.
15. Any use of propane patio heaters must comply with National Fire Protection Association ("NFPA") 1, Section 69.3.13.

SITE MAP REQUIREMENTS

The applicant must submit a site map of the proposed sidewalk café area. The map, at a minimum, must show:

1. The design and location of all structures within the proposed area, such as security barriers, planters, landscaping, tables, chairs, and umbrellas.
2. The number of proposed tables.
3. The linear square footage of the proposed space.
4. Compliance with all requirements of the Americans with Disabilities Act.
5. Sufficient barriers, such as planters or railings, that physically separate patrons from both pedestrian and vehicular traffic (where applicable).
6. Location of signage indicating that food and/or beverages can only be consumed while seated at a table, bar, counter.

APPLICATION INFORMATION

Date: _____

Property Owner Information (if corporate entity):

Business Name: _____
Address: _____
City: _____ State: _____ Zip: _____
Telephone: _____ E-mail: _____

Name of Officer or Authorized Signor: _____
Address: _____
City: _____ State: _____ Zip: _____
Telephone: _____ E-mail: _____

Property Owner Information (if individual/natural person):

Name: _____
Address: _____
City: _____ State: _____ Zip: _____
Telephone: _____ E-mail: _____

Café Owner/Operator Information

Name: _____
Address: _____
City: _____ State: _____ Zip: _____
Telephone: _____ E-mail: _____

For Office Use Only:

Site Inspection Date: _____ Inspector: _____
Final Inspection Date: _____ Inspector: _____

Fire Chief Approval: _____

Police Chief Approval: _____

City Manager Approval (to suspend parking, if applicable): _____

Fee Amount: Waived (by Ordinance _____) Collected By: _____

Insurance Certificate Attached: _____

Permit Issued Date: _____

ACKNOWLEDGEMENTS/ATTESTATIONS

The undersigned requests the issuance of a Sidewalk Café Permit, in accordance with State and local orders, rules, and regulations both generally and related to the COVID-19 pandemic, in order to expand its current restaurant capacity in outdoor space.

The undersigned agrees that the outdoor restaurant business or Sidewalk Café shall be operated in accordance with New York State laws, rules, and regulations, including Executive Orders, Orange County Department of Health rules, regulations, and COVID-19 guidelines, and all relevant sections of the Newburgh City Code attached to this permit application.

The undersigned agrees that the outdoor restaurant business or Sidewalk Café shall be operated only on that property of which undersigned has ownership, control, possession or permission (proof required) to use.

The undersigned has received, reviewed, agrees to abide by the following:

1. Food Service Guidelines for Employers & Employees
2. Interim Guidance for Outdoor and Take Out-Delivery Food Services During the COVID-19 Public Health Emergency
3. Interim Guidance for Food Services During the COVID-19 Public Health Emergency

The undersigned hereby AGREES TO PROTECT, DEFEND, INDEMNIFY AND HOLD THE CITY OF NEWBURGH AND ITS EMPLOYEES FREE AND HARMLESS FROM AND AGAINST ANY AND ALL LOSSES, CLAIMS, LIENS, DEMANDS AND CAUSES OF ACTION OF EVERY KIND AND CHARACTER, INCLUDING THE AMOUNT OF JUDGEMENTS, PENALTIES, INTEREST COURT COST AND LEGAL FEES INCURRED BY THE CITY IN DEFENSE OF SAME ARISING IN FAVOR OF CLAIMS, LIENS, DEBTS, PERSONAL INJURIES, INCLUDING PERSONAL INJURIES SUSTAINED BY EMPLOYEES OF THE CITY, DEATH OR DAMAGE TO PROPERTY, INCLUDING PROPERTY OF THE CITY, AND WITHOUT LIMITATION BY ENUMERATION, ALL OTHER CLAIMS OR DEMANDS OF EVERY CHARACTER OCCURRING OR IN ANY WAY INCIDENT TO THE OPERATION OF THE OUTDOOR RESTAURANT BUSINESS AT ITS EXPENSE, AGREES TO, INVESTIGATE, HANDLE RESPOND TO, PROVIDE DEFENSE FOR AND DEFEND ANY CLAIM MADE AGAINST THE CITY FOR WHICH CLAIMS IS, IN WHOLE OR PART, LIABLE AND AGREES TO BEAR ALL COST AND EXPENSES RELATED THERETO, INCLUDING ATTORNEY'S FEES AND COSTS EVEN IF SUCH CLAIM IS GROUNDLESS, FALSE OR FRAUDULENT.

Notary Public

LOCAL LAW NO.: _____ - 2021

OF

_____, 2021

A LOCAL LAW AMENDING SECTION C4.01 ENTITLED “RULES OF ORDER”
OF THE CHARTER OF THE CITY OF NEWBURGH

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

SECTION 1 - TITLE

This Local Law shall be referred to as “A Local Law Amending Section C4.01 entitled ‘Rules of Order’ of the Charter of the City of Newburgh”.

SECTION 2 - AMENDMENT

§ C4.01. Rules of order; sanctions.

A. The Council shall determine the rules of its own proceedings and be the judge of the election, returns and qualifications of its members. The Council may compel the attendance of absent members at any meeting properly called and may punish or expel a member for excessive or unexcused absence or disorderly conduct, as defined in this section, or ~~and may~~ declare the member’s ~~his~~ seat vacant as provided by the standards and procedures set forth in this section ~~by reason of inexcusable absence, provided that such absence has continued for four consecutive regular meetings, but no expulsion shall take place and no vacancy on account of absence shall be declared until the delinquent member has had an opportunity to be heard in his defense.~~

1. Excessive and Unexcused Absence

- a. Every member of the Council shall attend the sessions of the Council unless duly excused or unable to attend because of extenuating circumstances. Any member desiring to be excused shall notify the Mayor and the City Clerk.
- b. A member of Council absent from 4 consecutive regular meetings or 6 regular meetings within a calendar year without excuse shall constitute excessive absence.

2. Disorderly Behavior

- a. Members of the Council shall not engage in disorderly behavior, which shall include but is not limited to: willful violation or evasion of any provision of law relating to such member’s discharge of his or her official duties; commission of

Underlining denotes additions

~~Strikethrough~~ denotes deletions

fraud upon the City; conversion of public property to such member's own use; knowingly permitting or allowing by gross culpable conduct another person to convert public property; violation of the Council's duly adopted Rules and Order of Procedure, violation of the City's Code of Ethics, or violation of City policy or policies against discrimination, harassment and workplace violence.

3. A member of Council charged with conduct constituting excessive and unexcused absence or disorderly behavior or grounds for forfeiture of office other than those grounds causing an immediate vacancy, by operation of state law, shall have the right to a public hearing by filing a written demand within 7 working days of receiving written notice of the charged conduct. In the event that a member of Council makes such request for a public hearing, the opportunity to be heard shall be afforded at a regular or special meeting of the Council to be held within 15 working days of the Council's receipt of such written request. Notice of such hearing shall be published in one (1) or more newspapers of general circulation in the City at least one (1) week in advance of the hearing. A transcript of the hearing shall be retained by the City Clerk.
4. Upon a finding by the Council that a member has engaged in excessive or unexcused absence or disorderly behavior as set forth in subsection A(1) or subsection A(2) of this Section, the Council may impose one or more of the following sanctions:
 - a. Denial or limitation of any right, power, or privilege of the Member;
 - b. Reprimand;
 - c. Censure;
 - d. Fine;
 - e. Expulsion from the Council; and
 - f. Any other sanction determined by the Council to be appropriate.

All sanctions shall be imposed by a majority plus one vote of all members of Council.
5. A decision made by the Council under this subsection imposing the sanction of removal from office shall be subject to review by the courts in accordance with the laws of New York State. In determining the qualifications of its members, the Council shall use the standards set forth in the Public Officers Law and General Municipal Law, and such additional standards as may be enacted by Charter amendment or local law, provided that the same are not inconsistent with the Public Officers Law or General Municipal Law.

SECTION 3 - SEVERABILITY

The provisions of this Local Law are separable and if any provision, clause, sentence, section, subsection, word or part thereof is held to be illegal, invalid, or unconstitutional, or inapplicable to any person or circumstance, such illegality, invalidity, or unconstitutionality, or inapplicability shall not affect or impair any of the remaining provisions, clauses, sentences, subsections, words or parts of this Local Law or their application to other persons or circumstances. It is hereby declared to be

Underlining denotes additions

~~Strikethrough~~ denotes deletions

the legislative intent that this Local Law would have been adopted is such illegal, invalid, or unconstitutional provision, clause, sentence, subsection, word or part had not been included therein, and if such person or circumstance to which the Local Law or part here of is held inapplicable had been specifically exempt therefrom.

SECTION 4 - CODIFICATION

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

SECTION 5 - VALIDITY

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

SECTION 6 - EFFECTIVE DATE

This Local Law shall be effective after the filing in the Office of the New York State Secretary of State and the approval of the qualified voters of the City of Newburgh at the November 2, 2021 election in accordance with the provisions of New York State Municipal Home Rule Law.

Underlining denotes additions
~~Strikethrough~~ denotes deletions