

A regular meeting of the City Council of the City of Newburgh was held Monday, April 12, 2021 at 7:00 p.m. via a Zoom Digital Platform.

Moment of Silence / Momento de Silencio

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

Pledge of Allegiance/ Juramento a la Alianza

Roll Call/ Lista de Asistencia

Present: Mayor Harvey, presiding; Councilman Grice, Councilwoman Mejia, Councilwoman Monteverde (arrived after roll call), Councilman Shakur, Councilman Sklarz, Councilwoman Sofokles - 7

COMMUNICATIONS

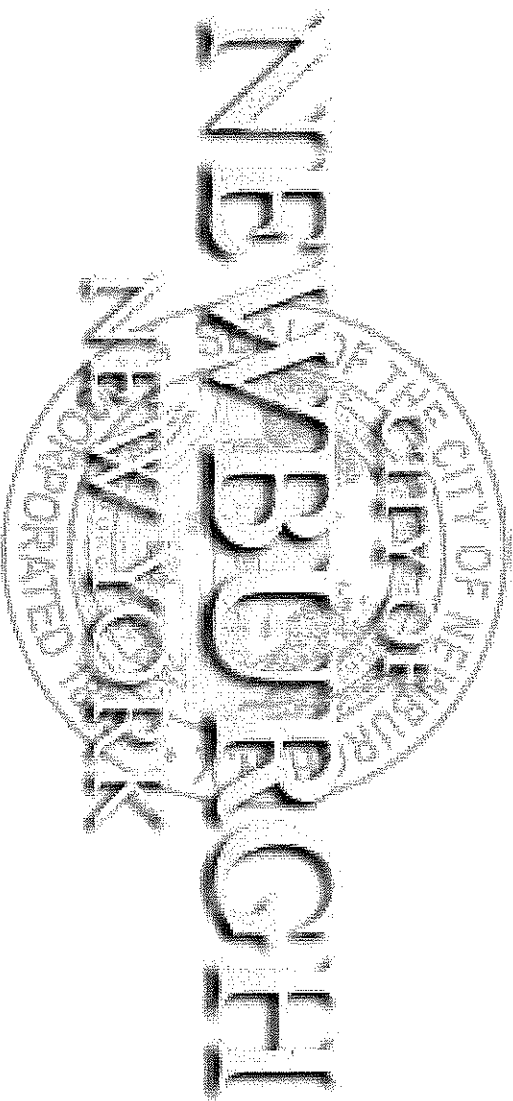
Approval of the Minutes of the City Council Meeting on March 22, 2021

Councilman Grice moved and Councilwoman Sofokles seconded.

Ayes: Grice, Mejia, Monteverde, Shakur, Sklarz, Sofokles, Harvey - 7

Carried

City Manager Update/ Gerente de la ciudad pone al día a la audiencia de los planes de cada departamento



City Manager's Update

Newburgh City Council Meeting

Monday, April 12, 2021

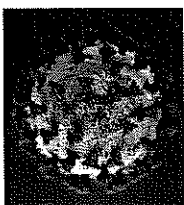


Novel Coronavirus (COVID-19)

For more information

Hotline: 1-888-364-3065

www.health.ny.gov/diseases/communicable/coronavirus



Department of Health
NYSDOH COVID-19 Tracker

Testing data as of 4/8/2021 2 PM
Testing data last updated on: 4/9/2021

Statewide

Total Persons Tested

46,983,527

Total Tested 4/08

304,956

Total Tested Positive

1,927,357

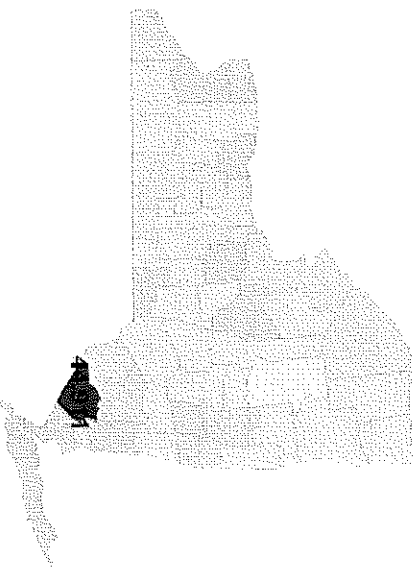
Sex Distribution of Positive Cases

Female 50.6% Male 48.3% Unknown 1.2%

New Positives 4/08

9,014

Persons Tested Positive by County



Legend:
100-499
500-999
1,000-4,999
5,000-9,999
10,000-14,999
15,000-19,999
20,000+

County Stats: Orange (4/8)

Total Persons Tested	Total Tested Positive	% Positive Results	Persons Tested Today	New Positives Today
678,171	44,911	6.6%	4,771	218

Click County to See Detail

Click Again for Statewide

Montroe	5,749
Montgomery	473,016
Nassau	428,585
New York	47,496
Niagara	21,090
Oneida	35,148
Onondaga	5,944
Ortario	44,911
Orleans	2,573
Oswego	2,200
Otsego	3,997
Putnam	6,636
Queens	287,922
Rensselaer	10,560
Richmond	66,106
Rockland	44,820
Saratoga	12,942

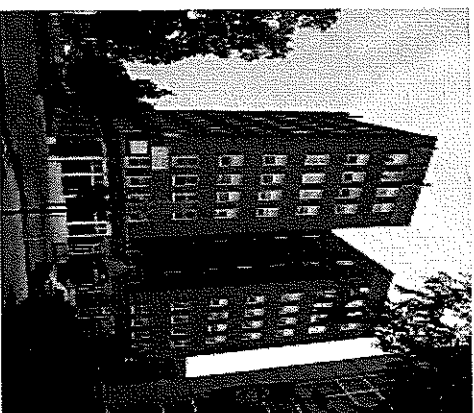
Click for Daily Trends

Click for Table View

Click for Fatality Data

FAQs & Helpful Links

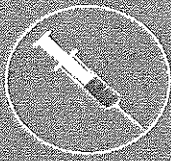
Vaccination Drives



- *High Pointe (223 West Street);*
- *Hudson Pointe (90 Grand Street);*
- *Fogarty (111 Johnston Street);*



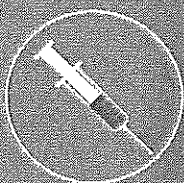
Free Rides to COVID Vaccine Sites



**MOULIB GRATIS
POU ALE SOU SIT VAKSEN YO**

Rezidan Vil Newburgh yo
gen **MOULIB GRATIS**
pou ale nan randevou pou
vaksinasyon COVID-19 yo a
RELE: 845-569-7420

- Dwe se rezidan Vil Newburgh
- Dwe gen prèv randevou pou vaksinasyon ki konfirme
- Randevou a dwe nan yon distans ki ≤48 km ak Newburgh (SUNY Orange nan Middletown & Ulster Fairgrounds nan New Paltz)
- Ou dwe avize 24 edian davans
- Pase gran/ Depoze nan Newburgh sèlman, pa gen okenn atif ki otorize
- Gen sèvis ambliet ki disponib



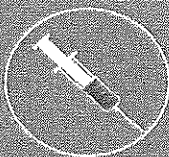
**COMPLIMENTARY RIDES
TO VACCINE SITES**

City of Newburgh Residents
get **FREE RIDES** to your
COVID-19 Vaccination
Appointment

CALL: 845-569-7420

- Must be City of Newburgh Resident
- Must have proof of confirmed vaccination appointment
- Appointment must be <30 miles from Newburgh (SUNY Orange Middletown & Ulster Fairgrounds in New Paltz)
- 24 hours notice required
- Pick-up/ Drop-off Newburgh only, no stops allowed
- Ambulette service available

Financed by City of Newburgh COVID-19 Vaccination Environmental Study Grant, State Act 1000-19



**VAJES GRATUITOS
A SITIOS DE VACUNACIÓN**

Todas las personas que viven
en la Ciudad de Newburgh
tienen **VIAJE GRATIS** a su
cita de vacunación Covid-19
Llame: 845-569-7420

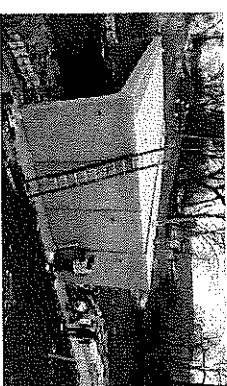
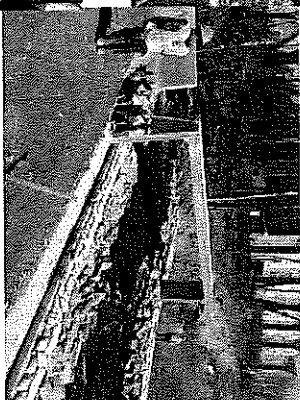
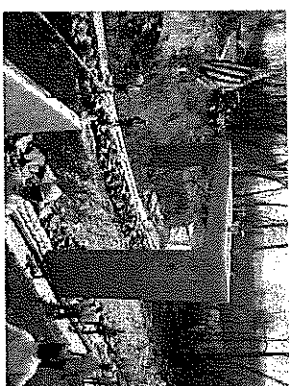
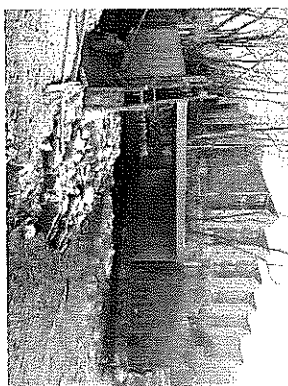
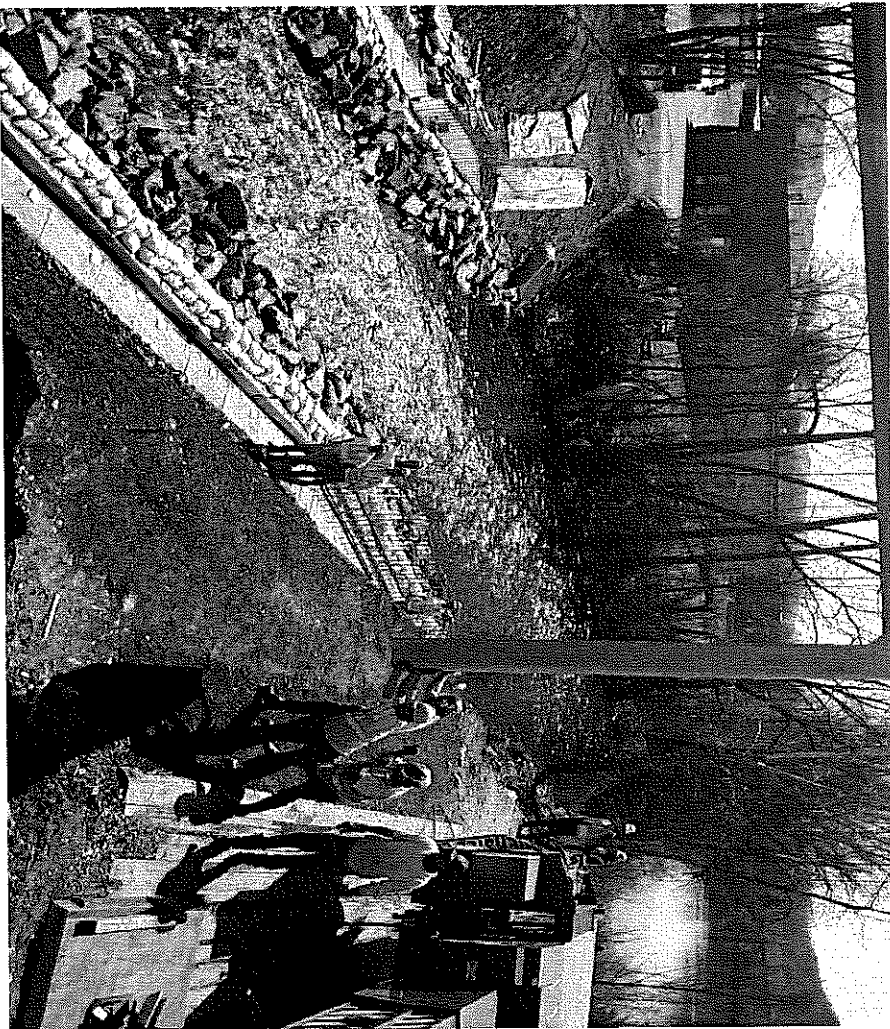
- Usted debe vivir en la Ciudad de Newburgh
- Debe mostrar prueba de confirmación de su cita para vacunarse
- El lugar de su cita tiene que estar <30 millas de Newburgh (SUNY Orange Middletown y Ulster Fairgrounds en New Paltz)
- Se requiere que avise por lo menos 24 horas antes
- Solo hay paradas para recoger/dejar personas en Newburgh. No se permiten otras paradas.
- Servicio de ambulancia disponible.

Financed by City of Newburgh COVID-19 Vaccination Environmental Study Grant, State Act 1000-19



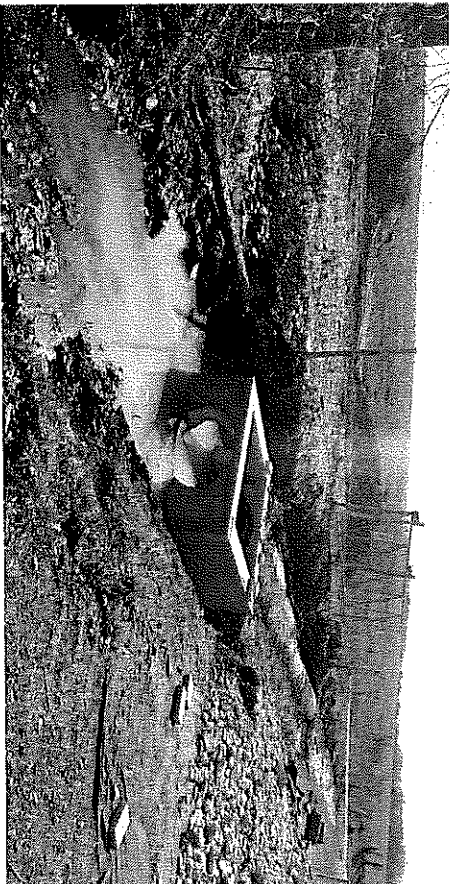


Lake Drive Bridge Replacement

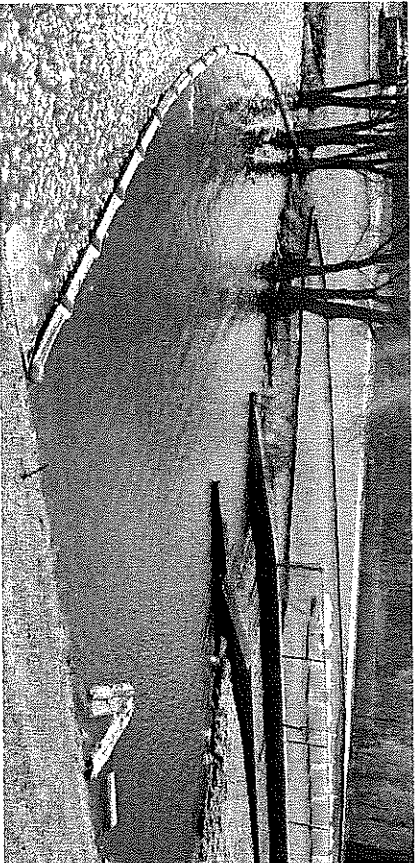




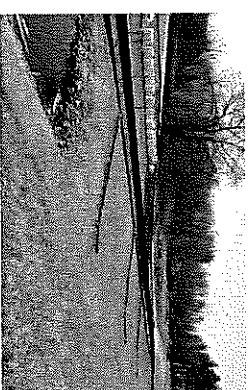
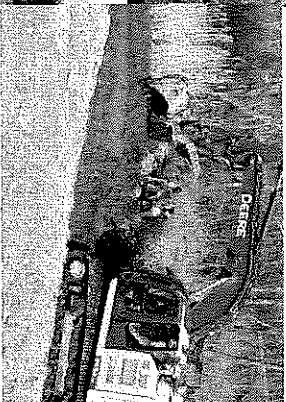
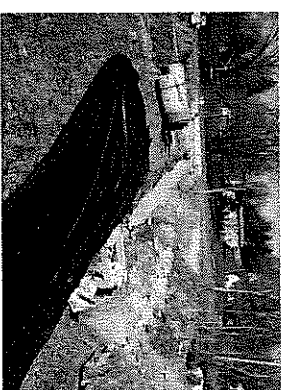
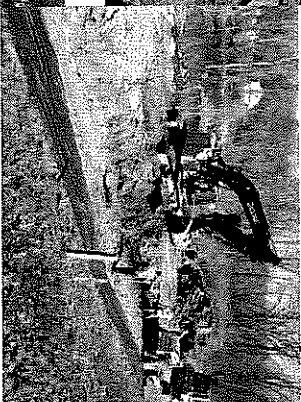
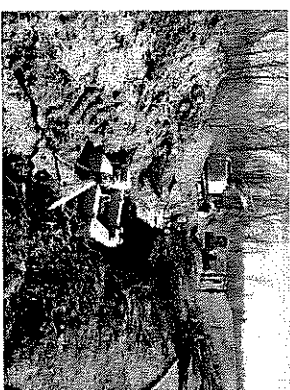
Washington Lake Dam Improvement



B E F O R E

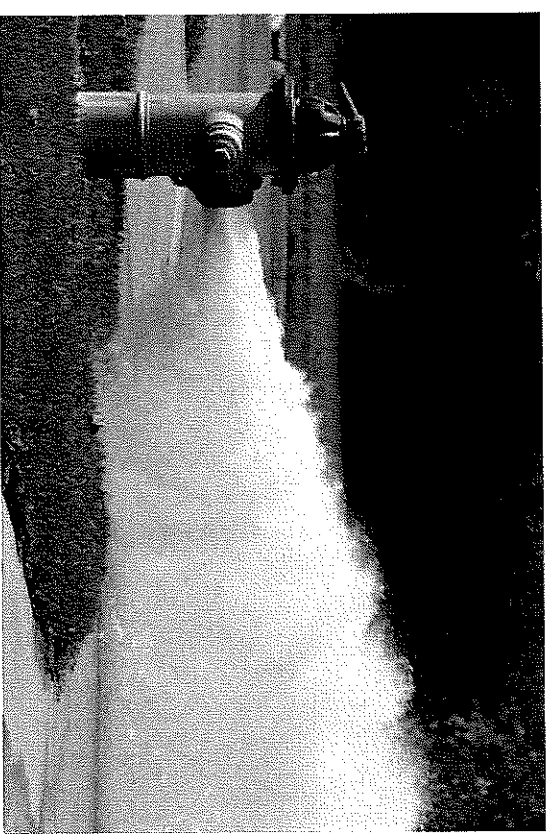
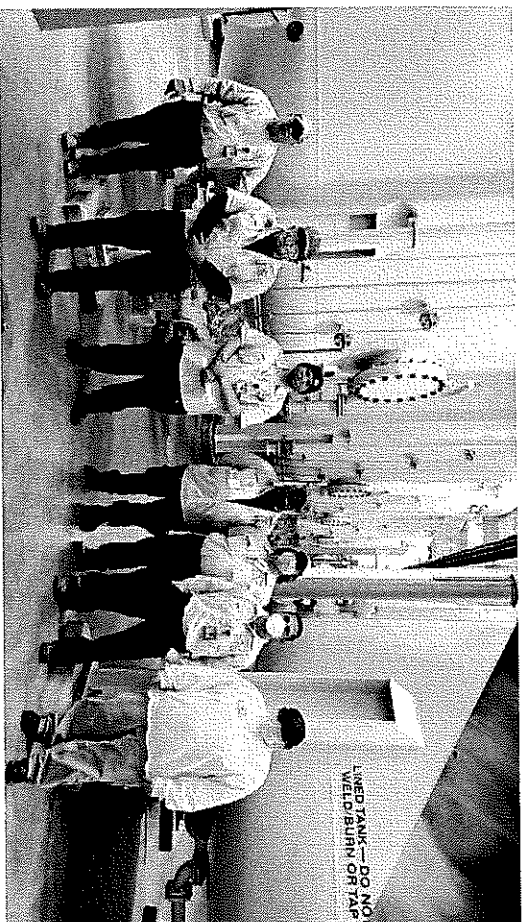


A F T E R



Quality On Tap!

Our Commitment
Our Profession

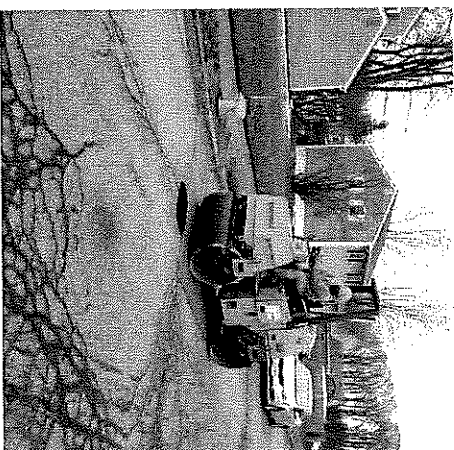
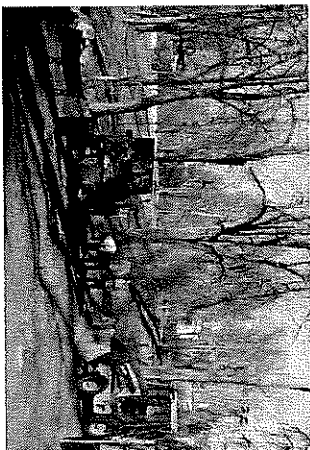
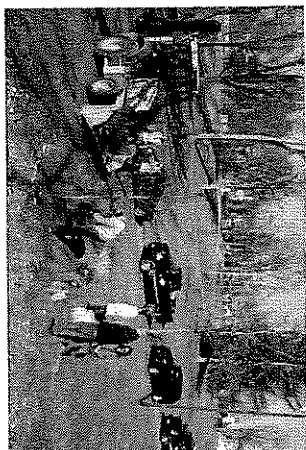
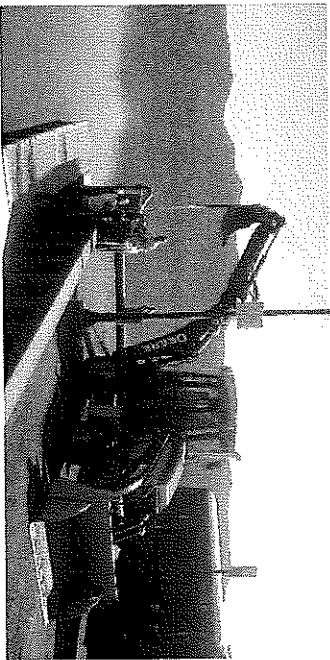
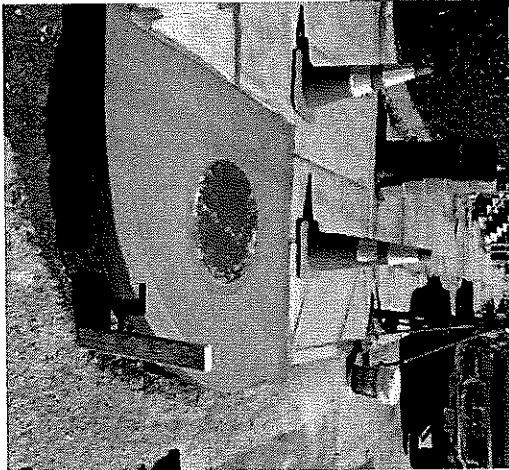
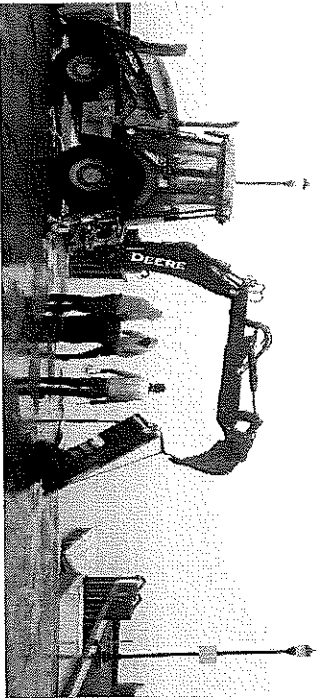
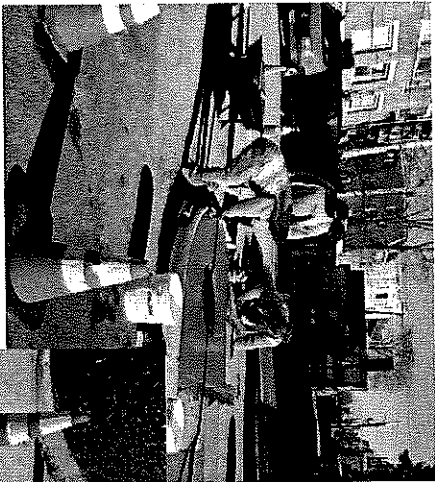
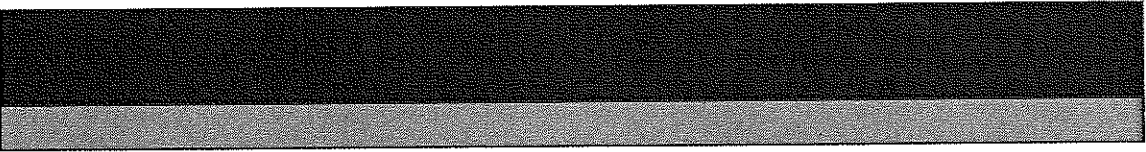


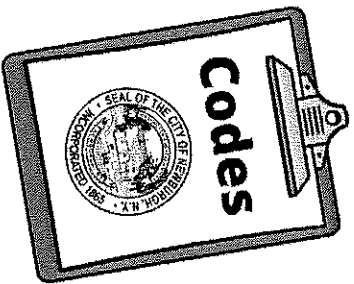
Fire Hydrant Flushing

The flushing of hydrants throughout the city will begin Monday 4/19.

Customers may notice water discoloration or a change in water pressure. Please check your water before use.







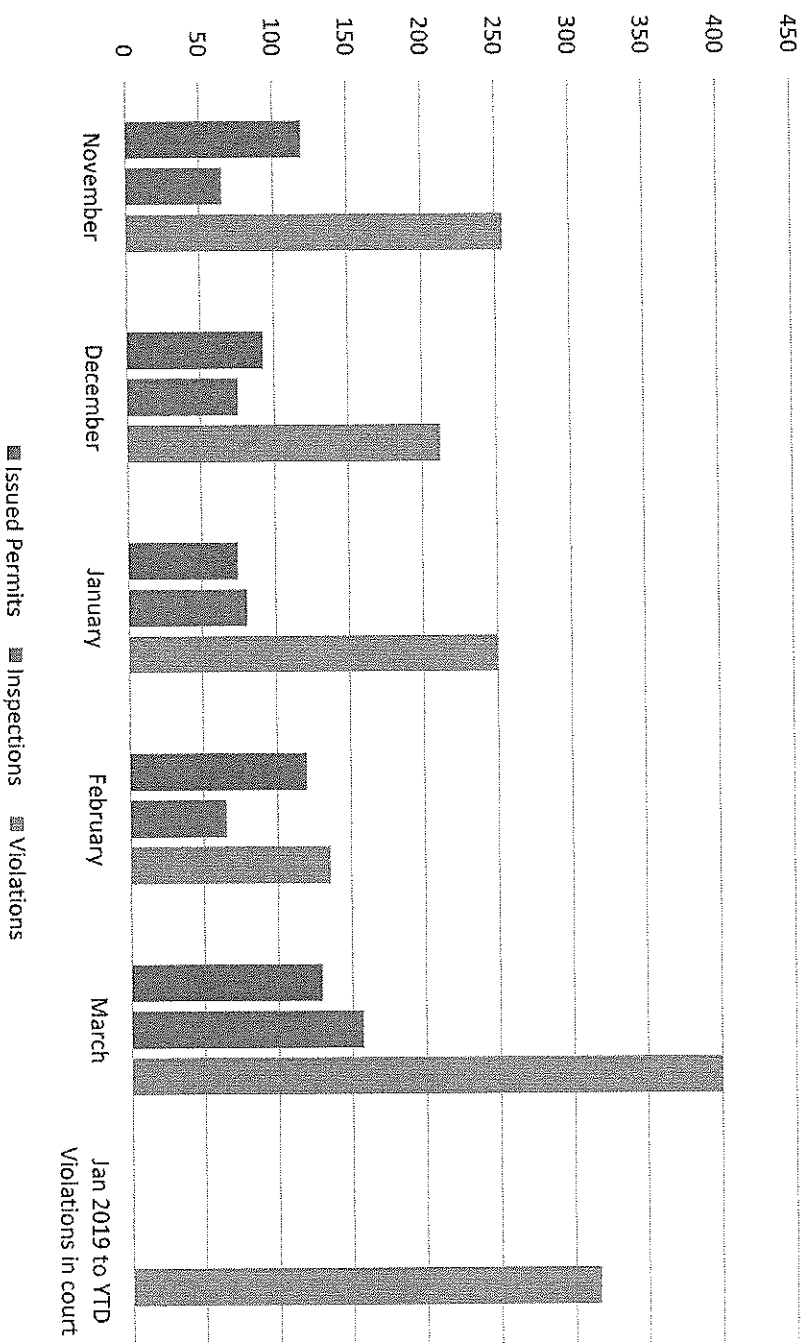
March

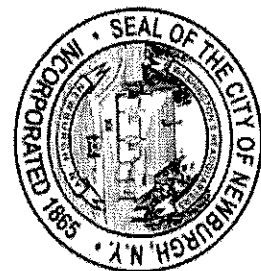
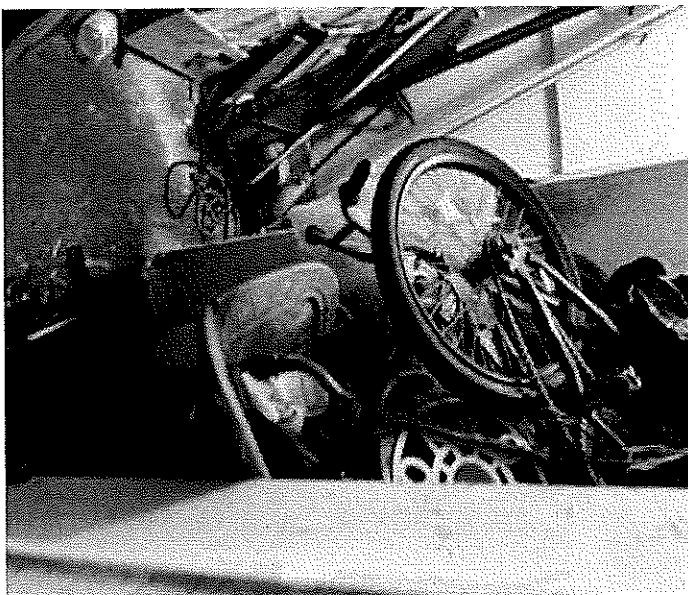
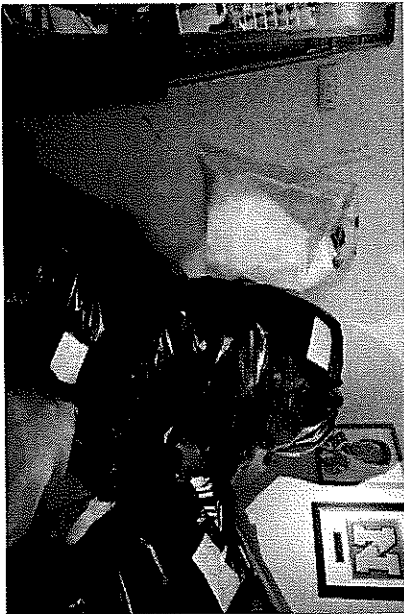
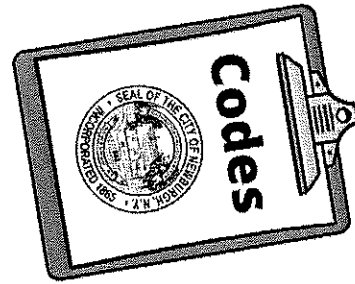
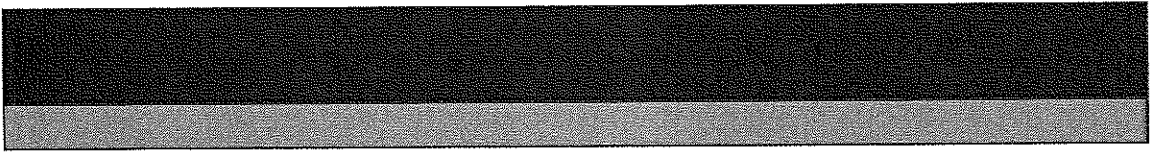
Permits – 129

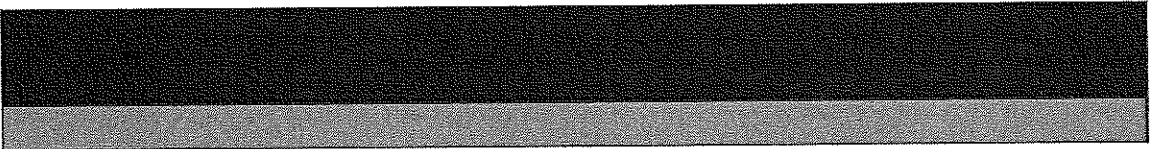
Violations - 400

Inspections - 157

Issued Permits, Inspections, Violations



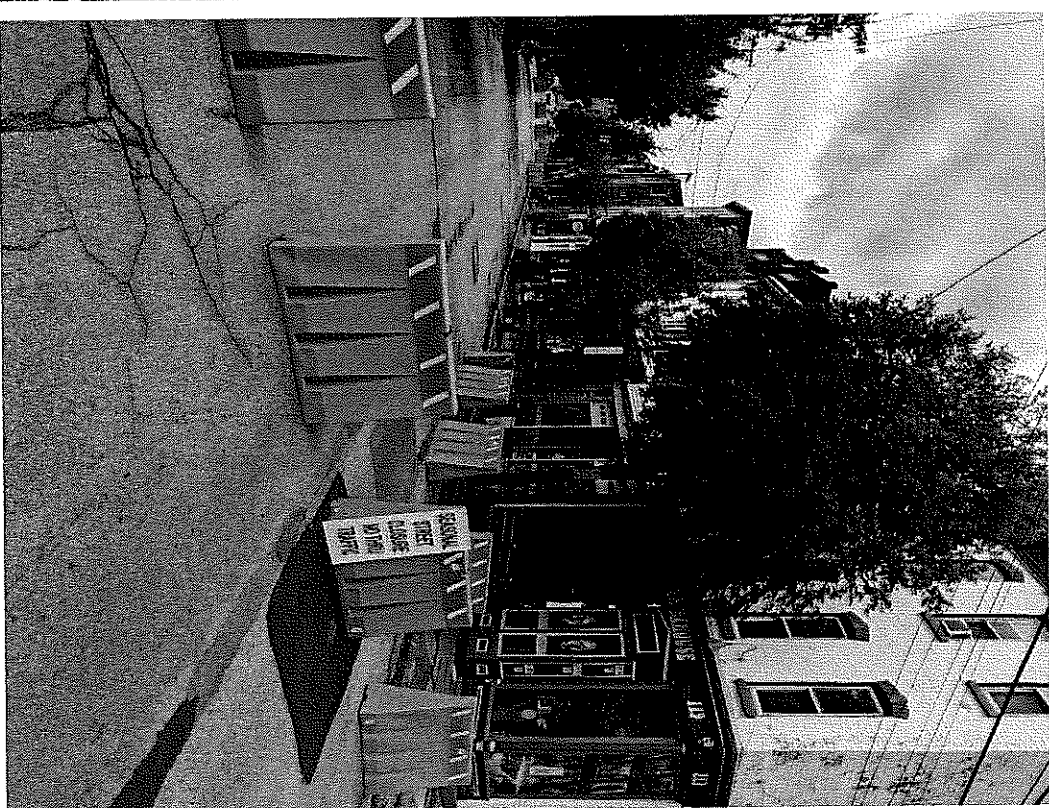
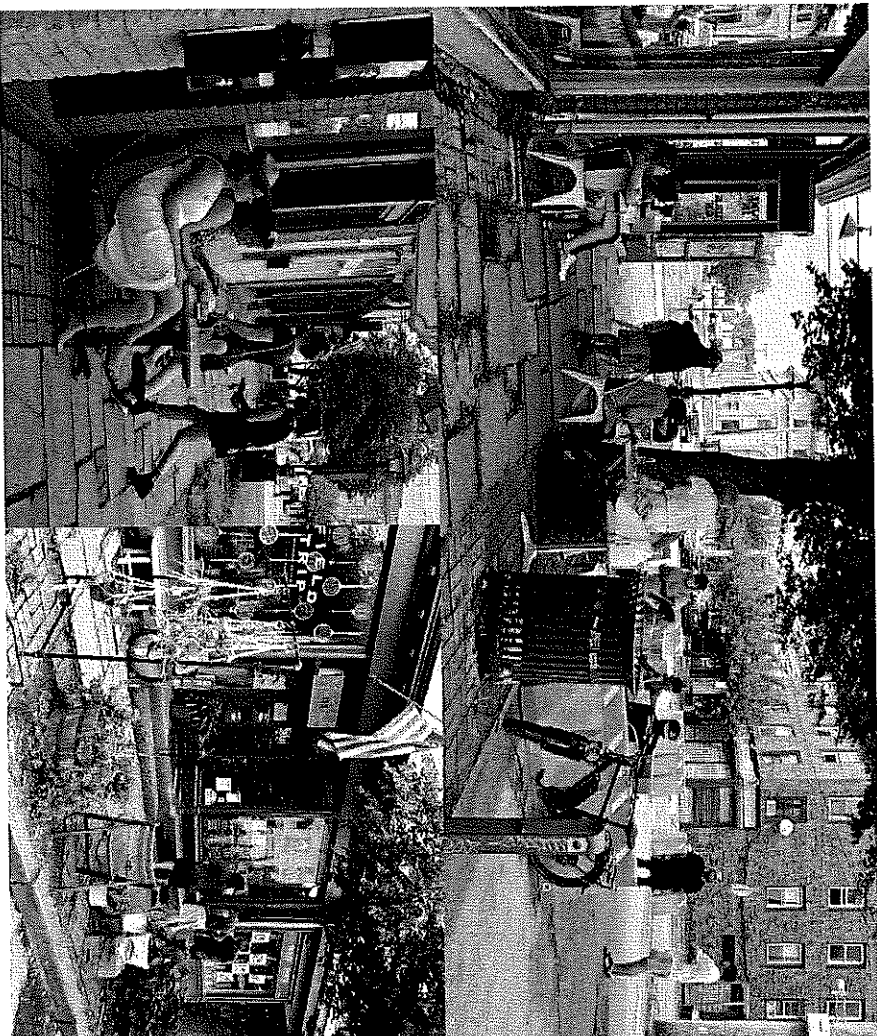




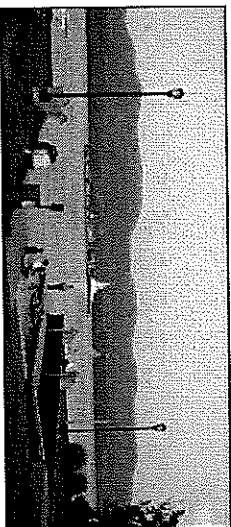
Stay tuned for more!



Sidewalk Café Permits



Community Updates



Boat Launch is Open – \$15 daily pass available on-site.
\$100 Seasonal Passes available through the City Clerk's Office.



Need to talk?

Feeling uncertain, overwhelmed, anxious during COVID? Here to talk, I have to listen! Here to support



There are two ways to reach our

1. Dial 845.763.423 to speak directly with a counselor
2. Dial 311 to have a counselor call you back

NY Project Hope
Coping with COVID
Free, anonymous & confidential
7-11pm Mon-Fri 10am-Sat Sun



Bulk Item Pickup Program

EXPERIENCING FINANCIAL IMPACT DUE TO COVID-19?
NEED RENTAL ASSISTANCE?

CHECK FOR PROGRAM ELIGIBILITY REQUIREMENTS FOR

COVID RENT RELIEF PROGRAM



Qualified households will be able to receive:

- Up to 3 months of rent assistance, including rental arrears.

This program serves:
City of Newburgh Households who are unable to pay rent to their landlords
And
Lost primary source of income due to a job loss related to COVID-19



Please call (877) 574-8529 to complete eligibility screening
Hablamos Español

This program is funded through the City of Newburgh Community Development Block Grant (CDBG) CARES Act Award

Vitek, Lorene

From: Paul Belsito
Sent: Sunday, April 04, 2021 10:08 AM
To: Díaz, Eliana
Subject: Public Comment Item

Follow Up Flag: Follow up
Flag Status: Flagged

Hi my name is Paul Belsito, I live on Bridge Street. I'm asking this Council to endorse the upcoming resolution to impose greater fines to those operating illegal dirt bikes and 4 wheelers on Newburgh's streets. All of my neighbors strongly agree we want Newburgh to have safer streets. I can provide pictures and videos upon request to this Council to show the severity of how dangerous this issue is whether it's one or a squadron of bikes. Thank you for your help.
Paul Belsito

Sent from my iPhone

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

Manuel Sanchez, 23 Dubois Street said he wanted to speak about the proposed Charter amendment and would encourage all Council members to vote no on this resolution. It furnishes a bad prospect for our democracy and representative government here in the City of Newburgh. If members don't want to come or never come to a City Council meeting it is at the ballot box with the voters to decide whether or not that member should be replaced. This is not a good piece of legislation and many election experts who have looked at this resolution are of the opinion that it is unconstitutional as written. It is the will of the people who decides. He is here tonight to implore them to take a deep look at this resolution because the very worse outcome is that it would nullify and disenfranchise tens of thousands of Newburgh City residents many of whom are people of color.

Dom DeBerandinis, 87 Ferris Place, Ossining said he is a Journalist who has been actively following Newburgh for about fifteen to twenty years now. The very first incident he covered was the murder or killing of Antonio Bryant back in 2006 and many deaths at the hands of police thereafter. In regard to the Agenda item on the amendment to rules of order, he said that these amendments seem almost designed for something that is new to the City Council. The sections of the previous Ordinance that are being stricken were things that were part of the defense against the challenge and what's being added are additional grounds to remove the Councilmember by other members of Council. This is talking about removing elected officials for disorderly conduct with new definitions being added allowing the removal of an elected official. He would like to know what is driving this. Has the Council suddenly found that the need exists now or has it always existed and they are just tightening up some loose ends? This looks like it is designed to remove someone who is not with the program.

Lillie Howard, City of Newburgh said that the City of Newburgh is rotten and it's a police city. The people voted for Councilman Shakur to be their voice on the City Council knowing the situation regarding the police here where many of our citizens have been harmed, maimed and killed by the City of Newburgh Police. She told everyone to remember when this election comes up that the voters elected Councilman Shakur because we knew he would be the voice that is needed to address the way the City of Newburgh Police have been treating the people of our City. She thinks this is outrageous.

Jessica Gocke, Town of Crawford said she wanted to discuss concerns she has with items #25, #28, #32 & #36. In regard to #36, the Local Law to change the rules, she thinks a lot of people who have already spoken have hinted to what this is about and she shares their concerns. It kind of relates to Item #28 where \$364,284.00 is going to Gun Involved Violence Elimination (GIVE). About six months before our Capital was stormed and standing in broad daylight in Newburgh on Broadway was the leader of one of two anti-government extremist groups currently being investigated for organizing that. The last time she saw Omari Shakur out on the street he wasn't doing anything wrong but he was being harassed by the Police and then there was this front page news article about dropping a few f*** bombs. She finds the anti-government extremists much more offensive than any foul language used by a Councilman who understands a lot more about Newburgh than the rest of the people on the Council. It doesn't make sense to her to spend so much money towards possibly making the problem worse if we are going to continue to do it the way we have been and at the same time change the rules of the democratic process.

Corey Allen, City of Newburgh said that everyone who has spoken tonight seems to be against this resolution but for some reason they are being ignored. Is anyone listening to what we are saying? When you look at who the people wanted in their government you are basically saying you don't give a d***

Mayor Harvey reminded Mr. Allen to please refrain from profanity and noted that this is exactly what they are talking about. You can deliver your message but it depends on how you deliver that message because you have freedom of speech but we are asking you to be professional and to not use profanity.

Mr. Allen continued that no one cares about what the people are saying. Language aside, the point still stands that the people have spoken by way of election and during these discussions that they are against this. He doesn't know what's going on. No one cares about where we live or what we have to say and it seems like we care more about language than we do about what the people have to say which is sad. He is totally against this and implored the Council to be wise and think about who they are representing. They were chosen by the people and the people have spoken.

Cherilyn Browne, Middletown, asked if this Charter change is happening all over or just in Newburgh because she is totally against it. It seems like the voices of the people are not being heard so what is the point of voting if it can be changed? Now that Omari Shakur is in office this is happening in the middle of a Pandemic when there are many other things that should be focused on.

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

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

Councilman Grice said he is looking forward to getting back into the Council Chambers so as our cases go down that can hopefully happen. He noted that we had a public hearing on this resolution where the public had their opportunity to speak. At that time he said that he is very careful about mentioning other elected officials because he does not speak for them and he is always respectful of the seat they hold. This resolution to him had nothing to do with Councilman Shakur. It is just a matter of shoring up something that we should have done a long time ago. We had it on our legislative priority list and everyone as elected officials was aware that this resolution was coming up so it was not a surprises to us. It is not about the removal of someone as that is way down the list and it puts us in line with all of the other City staff. He was born and raised here in the City of Newburgh so when people talk about who represents the City of Newburgh and what that means he takes that very seriously and cautioned people about their rhetoric as they are advocating.

Councilwoman Mejia thanked everyone for tuning in tonight. There was a presentation on Thursday at the Work Session where they had the latest housing study shared with them by Leviticus Group. The findings are on their website so she encouraged everyone to follow that conversation so we are all on the same page. On other matters on the Agenda for

tonight as a point of clarification she wanted to thank the visitors from outside of our City for taking the time to keep up with what is going on in the City of Newburgh. She also gave special thanks to those from the City of Newburgh who spoke on this. She reminded everyone that on Local Law #3 under Section 6 "*Effective Date*" that this is still going back to City of Newburgh residents because it doesn't take effect until the November 2, 2021 Election. So there is a voting aspect to this and she wants to make sure that everyone is accurately informed on what the process is.

Councilwoman Monteverde thanked Councilmembers Grice and Mejia. Unless you are walking the streets with the Council or you are with them every day it's not fair to make judgments about what you think other Councilmembers are doing. The one thing about the Charter change that is clear to her is that we have holding our colleagues accountable so she read what accountability is defined as. "*As the obligation of power holders, elected officials, to account for or take responsibility for their actions. Elected officials are accountable for their conduct and performance. They can and should be held accountable to obey the law and so they can and should be held accountable to obey the law and not abuse their powers and serve the public interest in an efficient, effective and fair manner.*" All municipalities have some form of mechanism in place, which is a Charter, to promote and ensure accountability of public servants. We need to continue to engage, we need to continue to vote and we need to hold our representatives accountable even when they are members of the Council. This is for past and future Councilmembers behavior to hold ourselves accountable.

Councilman Shakur thanked everyone for coming out and speaking tonight. He said that he is not worried about the Charter change because he's not leaving office until his time is up. What everyone should be worried about is that the community has spoken out against this but they are saying forget what the community is saying. They are not thinking about the people who elected them so don't worry about the Charter change just understand and recognize that they are not listening to the people who have spoken. We have a lot of other pressing problems in our community to think about such as housing and employment. For Sunday Funday we want to start off this Sunday by congratulating our kids who went to the New Orleans Championships where seven out of eleven fighters won medals. He is focusing on the positive things happening in our community because he is out in the community every day so he knows what's happening. To Corey Allen he said that if they were worried about language then maybe they should give us our language back that was stolen from us five hundred years ago. They are worried about language but they weren't worried about the Cop who cursed at our children up at the Hospital which was caught on video. It was brought to his attention that Lt. Lahar will be our Acting Chief but someone recently filed a complaint against this man and the person who showed up to investigate was a relative. They have family members investigating family members in this Police Department so this is what you have to look at. He told the Press that they need to FOIL for a report that Chief Amthor put in against him before he retired. The investigator of that report said that the Police Chief was disingenuous and evasive against an array of questions. "*That means the Police Chief lied on an investigation that he put on me.*" He resigned because he got in trouble.

Councilman Sklarz said that this is to bring all members of the City Council to the same standards we expect of other City staff and it provides more due process. To propose a disciplinary action under these provisions it requires a majority of the Council plus one.

That means five of seven members must agree with the action and at the request of any member of the Council a public hearing may be held to provide additional opportunity to be heard. The Code of Conduct also provides the right of appeal and due process that is afforded to all City staff which also means taking matters to Court. The goal of all of this is to simply improve performance and professionalism of the members of the City Council and hold them to the same standards as other staff of the City. Councilmembers always retain the right to speak their mind and these provisions in no way curtail those rights. This measure only becomes law after the voters approve it in November and he can think of performance and behavior issues that took place on the City Council long before any of us were here so this measure is trying to address that. On COVID vaccinations, he applauds the efforts being made to conduct outreach to high density residency settings by publicizing the availability of vaccines. We need a mass vaccination site here in the City of Newburgh that people can access every day. The Fire Department is making efforts to drive people to sites in New Paltz and Middletown but a standing site here in Newburgh will increase our vaccination rate and decrease our infection rates.

Councilwoman Sofokles agrees with Councilmembers Monteverde and Sklarz and everyone else who said that there have been problems in the past and we just want to keep it professional. When you are on the Council and you are a political leader you want to show a certain amount of respect and professionalism at the meetings which she feels is long overdue. She is a big supporter of Hook Elite so she wanted to congratulate those young men and thanked Leonard Lee for what he does for the youth in this City. She also wanted to thank DPW, Water and Engineering for all of their hard work. She noted that she has a vested interest in this City and she always does what she feels is correct.

Mayor Harvey thanked everyone for coming out. Some of the speakers he called on he couldn't hear so he will check with IT and the City Manager to find out if there are any technical issues. He reiterated what his colleagues said regarding the amendment to the rules of order to our Charter. The people will vote and have a say. *"Men lie, women lie the numbers don't lie"* The numbers will not lie when the people vote on November 2, 2021.

The people will have the final say in this local law amendment which changes the rules of order. An expulsion is one of many different consequences and it's not about one person.

This resolution is not about Councilman Shakur. He heard a former Councilwoman speak with profanity to a former Mayor of the City of Newburgh in 2015 so this is not about Councilman Shakur or anyone else. It's about the rules of order and expulsion is the last resort as there are other levels to it. This is about Councilmembers being held to the same standards as our City workers. He thanked Councilwoman Mejia for reminding one our speakers who said we are not listening to the people and the housing needs that we are working very hard behind the scenes on affordable housing, mixed income housing and mixed use housing. People get on and say things that simply are not true because housing has been a priority to us for a very long time.

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

CITY MANAGER'S REPORT

Resolution No. 63 - 2021 - Proposal with QUEST for Asbestos Testing at 104 South Lander Street

Councilman Grice moved and Councilman Sklarz seconded.

Ayes: Grice, Mejia, Monteverde, Sklarz, Sofokles, Harvey - 6

Nays: Shakur-1

Adopted

Resolution No. 64 - 2021 - Proposal with QUEST for Asbestos Testing at 300 Broadway (Courthouse)

Councilman Shakur said he voted no on the last resolution and he will vote no on this one because we had a Grant with Best Resources to do asbestos training and such but he doesn't see any of those kids working. Who are these people and why aren't we using the young people that we trained?

Mayor Harvey said he believes that some of the individuals trained by Best Resources are now ironworkers, some are working with construction companies and some got hired with Local 17.

Councilman Shakur said that some were but some didn't make it so why aren't they being hired?

Councilman Sklarz moved and Councilman Grice seconded.

Ayes: Grice, Mejia, Monteverde, Sklarz, Sofokles, Harvey - 6

Nays: Shakur-1

Adopted

Resolution No. 65 - 2021 - QUEST Proposal Asbestos Services at 2 Renwick Street (WWTP)

Councilwoman Sofokles moved and Councilman Grice seconded.

Ayes: Grice, Mejia, Monteverde, Sklarz, Sofokles, Harvey - 6

Nays: Shakur-1

Adopted

Resolution No. 66 - 2021 - Proposal with BSB Construction, Inc. for asbestos abatement at 2 Renwick Street (Wastewater Treatment Plant)

Councilwoman Sofokles moved and Councilman Sklarz seconded.

Ayes: Grice, Mejia, Monteverde, Shakur, Sklarz, Sofokles, Harvey - 7

Adopted

Resolution No. 67 - 2021 - Rejecting All Bids Associated with Bid No. 2.21 PIN#8761.57 Lake Street (Route 32) Bridge Rehabilitation

Councilwoman Monteverde moved and Councilwoman Mejia seconded.

Ayes: Grice, Mejia, Monteverde, Shakur, Sklarz, Sofokles, Harvey - 7

Adopted

Resolution No. 68 - 2021 - Agreement with Wright-Pierce Engineering Associates, PC for Headworks Analysis Study

Councilman Sklarz moved and Councilman Grice seconded.

Ayes: Grice, Mejia, Monteverde, Shakur, Sklarz, Sofokles, Harvey - 7

Adopted

Resolution No. 69 - 2021 - CON Investment Policy

Councilman Grice moved and Councilwoman Sofokles seconded.

Ayes: Grice, Mejia, Monteverde, Shakur, Sklarz, Sofokles, Harvey - 7

Adopted

Resolution No. 70 - 2021 - Surplus Property - DPW & Police Department vehicles & Water Department equipment

Councilman Grice moved and Councilwoman Sofokles seconded.

Ayes: Grice, Mejia, Monteverde, Shakur, Sklarz, Sofokles, Harvey - 7

Adopted

Resolution No. 71 - 2021 - Payment gateway with TD Bank

City Manager, Joseph Donat noted that this allows us to roll out software that would allow for credit card payments to be made electronically online. We are going to start with Film Permits and Civil Service applications so there will be a PDF online to complete an application with credit card information and then it would be processed electronically

Councilman Sklarz moved and Councilwoman Mejia seconded.

Ayes: Grice, Mejia, Monteverde, Shakur, Sklarz, Sofokles, Harvey - 7

Adopted

Resolution No. 72 - 2021 - Solitude Lake Management 2021 Water Quality Sampling and Analysis

Councilwoman Sofokles moved and Councilman Sklarz seconded.

Ayes: Grice, Mejia, Monteverde, Shakur, Sklarz, Sofokles, Harvey - 7

Adopted

Resolution No. 73 - 2021 - Solitude Lake Management Treatment Services Contract

Councilman Grice moved and Councilman Sklarz seconded.

Ayes: Grice, Mejia, Monteverde, Shakur, Sklarz, Sofokles, Harvey - 7

Adopted

Resolution No. 74 - 2021 - 77 Chambers Street - Release of Restrictive Covenants

Councilman Grice moved and Councilwoman Monteverde seconded.

Ayes: Grice, Mejia, Monteverde, Shakur, Sklarz, Sofokles, Harvey - 7

Adopted

Resolution No. 75 - 2021 - 145 Chambers Street - Release of Restrictive Covenants

Councilwoman Sofokles moved and Councilman Sklarz seconded.

Ayes: Grice, Mejia, Monteverde, Sklarz, Sofokles, Harvey - 6

Nays: Shakur-1

Adopted

Resolution No. 76 - 2021 - 92 Overlook Place - Release of Restrictive Covenants

Councilman Shakur moved and Councilman Grice seconded.

Ayes: Grice, Mejia, Monteverde, Shakur, Sklarz, Sofokles, Harvey - 7

Adopted

Resolution No. 77 - 2021 - 379 First Street - Release of Restrictive Covenants

Councilwoman Sofokles moved and Councilman Sklarz seconded.

Ayes: Grice, Mejia, Monteverde, Shakur, Sklarz, Sofokles, Harvey - 7

Adopted

Resolution No. 78 - 2021 - Purchase of 140 Third Street

Councilman Shakur asked if this is an LLC or a live in property.

City Manager, Joseph Donat said that the buyers are listed on the resolution.

Councilman Shakur asked if they are going to be living there.

City Manager, Joseph Donat said that right now it's a shell so they can't reside there but they will be doing the work.

Councilwoman Sofokles added that it's also a shell that's an eyesore so hopefully they will get it done within the eighteen month period. She thanked everyone involved in this because making this a viable building that will go back on the tax rolls is very important.

Councilman Grice said he grew up around the corner from this house so he knows it very well and he agrees with Councilman Shakur that we should be pushing for more home ownership. Considering the condition of this property and that we know the names behind it he will support this but moving forward we should try to make sure we are increasing home ownership even in those areas where there are apartments.

Councilwoman Mejia wants to use this property as an example as we continue to have the conversation around housing. This is a shell of a building that is going to take lots of capital to breathe life back into it. Is it going to be owner occupied or not? Is it an investment property? All within the realm of the current contract but in the vacuum of not having inclusionary zoning where we can start to delineate and say that X percentage of parcels or apartments that are available should be within this income bracket around the area median income are just going to be lost. She just wants to make it clear and give an example to everyone watching about the importance of continuing to put into legislation the recommendations from the housing study. Because right here these are three units with no restrictions and we are disposing of public property to balance the high cost of refurbishing this shell. She is saying that these are very timely conversations that will have an impact for generations to come.

Mayor Harvey said that having these important conversations that are relevant to public

city owned property will have a ripple effect for generations to come and we are still digesting the Leviticus housing study which is an extensive and complex study. The other conversation is providing banking services and products for low income residents in our city particularly those who don't have good credit. We have to work on the Banks in our communities to offer these products to low income families and part of that is providing financial literacy. He is happy to announce that Heritage Federal Credit Union in the City of Newburgh received a Grant for that purpose so they are now changing their products and will be having conversations with the City about getting out into the community to provide fair and equitable loans.

Councilman Sklarz moved and Councilwoman Sofokles seconded.

Ayes: Grice, Mejia, Monteverde, Shakur, Sklarz, Sofokles, Harvey - 7

Adopted

Resolution No. 79 - 2021 - NYS Office of Childrent and Family Services Youth Development Program Grant for \$5,000 for the 2021 Youth Soccer Program

Councilman Shakur moved and Councilman Grice seconded.

Ayes: Grice, Mejia, Monteverde, Shakur, Sklarz, Sofokles, Harvey - 7

Adopted

Resolution No. 80 - 2021 - NYS Office of Children and Family Services Youth Development Grant for \$6,500 for the 2021 Summer Playground Program.

Councilman Grice moved and Councilman Shakur seconded.

Ayes: Grice, Mejia, Monteverde, Shakur, Sklarz, Sofokles, Harvey - 7

Adopted

Resolution No. 81 - 2021 - NYS DEC Municipal Waste Reduction and Recycling Grant

Councilman Grice said this is self-explanatory in his mind. When we recycle its going to save the Planet and the City of Newburgh and it will help us with so many things so this Grant just furthers that effort.

Councilwoman Monteverde said they had meetings with DPW, Helen Reilly and Mr. Cornelius the Grant writer for over a year and a half so she wanted to give a shout out to them and thank them for their efforts. Hopefully we will be able to get this Grant again because there is a lot of work to do with recycling that will have to be looked at further on down the road.

Mayor Harvey thanked Councilmembers Monteverde and Grice as well as anyone else who worked on this effort. Some of us take the initiative on things like this and see it come to fruition. This is a major accomplishment.

Councilwoman Sofokles hopes we can go back to the way we were where we were starting to recycle and do the right thing. This administration is very interested in recycling and the City has to put forth an effort to enforce it so she hopes we do it right this time.

Councilwoman Monteverde moved and Councilman Grice seconded.

Ayes: Grice, Mejia, Monteverde, Shakur, Sklarz, Sofokles, Harvey - 7

Adopted

Resolution 82 - 2021 - 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

Councilman Shakur asked how much money is allotted for this and what exactly is this Park?

City Manager, Joseph Donat said that it's his understanding that the Tot Lot Park is located next to the Skate Park at Delano-Hitch. We are using money left over from that initial construction to improve some of the facade and landscaping surrounding this Tot Lot Park. This money is for planning, designing and bidding to redevelop the Tot Lot Park as well down the road.

Councilman Shakur asked how much will be put into the Park itself if we are paying someone \$25,000.00 to design it.

City Manager, Joseph Donat said it would be considerably more than \$25,000.00 and he believes it would be around \$100,000.00 or so at the end of the day. We will be upgrading the equipment, adding some shade structures or trees and designing a more welcoming Park for the younger population here in the City.

Mayor Harvey said he is excited to see some of these upgrades happening at Delano-Hitch overall. For years he has heard complaints about the parking lot, the tennis courts, the concession stand and the baseball park so little by little we are starting to see upgrades to that entire complex. Hopefully we will soon confirm a Recreational Director so the timing is perfect with new leadership in that department.

Councilwoman Sofokles remembers when the minor-league Mets played there and Kenny Rogers had a concert there and it was beautiful. We need to find someone like Wilbur Higgins again.

Councilman Grice said that about two years ago they worked on a very extensive Grant for Delano-Hitch but didn't receive it so DPW went in and did a great job on some of that work in-house. He is looking forward to the new Director because we have an opportunity here and this is just one of those other pieces of the puzzle as we put it together

Councilman Sklarz moved and Councilwoman Sofokles seconded.

Ayes: Grice, Mejia, Monteverde, Sklarz, Sofokles, Harvey - 6

Nays: Shakur-1

Adopted

Resolution No. 83 - 2021 - DHS 2021 Port Security Grant

Councilman Shakur moved and Councilman Grice seconded.

Ayes: Grice, Mejia, Monteverde, Shakur, Sklarz, Sofokles, Harvey - 7

Adopted

Resolution No. 84 - 2021 - Municipality - Change Order No. 1

Councilman Shakur moved and Councilman Grice seconded.

Ayes: Grice, Mejia, Monteverde, Shakur, Sklarz, Sofokles, Harvey - 7

Adopted

Resolution No. 85 - 2021 - 2021-2022 Gun Involved Violence Elimination(GIVE) Initiative

Councilman Grice moved and Councilwoman Sofokles seconded.

Ayes: Grice, Mejia, Monteverde, Shakur, Sklarz, Sofokles, Harvey - 7

Adopted

Resolution No. 86 - 2021 - Endeavor Municipal Development, Inc. - renewal contracts

Councilman Grice moved and Councilwoman Sofokles seconded.

Ayes: Grice, Mejia, Monteverde, Shakur, Sklarz, Sofokles, Harvey - 7

Adopted

Resolution No. 87 - 2021 - Fire Department Scheduling Software

Mayor Harvey thanked the City Manager, Fire Chief and Comptroller for this which will help resolve the overtime. This is a step in the right direction so the Fire Department can get this scheduling software so they will have some level of tracking and data.

Councilman Grice moved and Councilman Sklarz seconded.

Ayes: Grice, Mejia, Monteverde, Shakur, Sklarz, Sofokles, Harvey - 7

Adopted

Resolution No. 88 - 2021 - Group Fitness Instruction, Downing Park

Councilman Sklarz moved and Councilman Grice seconded.

Ayes: Grice, Mejia, Monteverde, Shakur, Sklarz, Sofokles, Harvey - 7

Adopted

Resolution No. 89 - 2021 - Supporting H.R. 2307 to Enact a Carbon Dividend Trust Fund

Councilwoman Monteverde thanked everyone for supporting this legislation. This is a big win for the City and it will help reduce our carbon footprint.

Mayor Harvey thanked Councilwoman Monteverde for her initiative with bringing this to the Council. He was excited to hear that there is a possibility that residents can get a dividend check for reducing carbon emissions in the City and throughout the Country. He hopes this moves quickly and gets signed so we have to keep track of it because it's an excellent idea.

Councilman Sklarz moved and Councilwoman Monteverde seconded.

Ayes: Grice, Mejia, Monteverde, Shakur, Sklarz, Sofokles, Harvey - 7

Adopted

Resolution No. 90 - 2021 - Authorizing a Payment of Claim

Councilman Sklarz moved and Councilwoman Sofokles seconded.

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

Nays: Shakur-1

Adopted

Resolution No. 91 - 2021 - Authorizing a Payment of Claim

Councilman Sklarz moved and Councilwoman Sofokles seconded.

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

Nays: Shakur-1

Adopted

Ordinance 3 - 2021 - Amending Chapter 249, Sidewalk Cafes

Councilman Grice moved and Councilwoman Monteverde seconded.

Ayes: Grice, Mejia, Monteverde, Sklarz, Sofokles, Harvey - 6

Nays: Shakur-1

Adopted

Local Law 3 - 2021 - City Charter Section C4.01 - amendment to Rules of Order

Councilman Sklarz moved and Councilman Grice seconded.

Ayes: Grice, Mejia, Monteverde, Sklarz, Sofokles, Harvey - 6

Nays: Shakur-1

Adopted

NEW BUSINESS

Councilman Shakur asked if there will be a presentation concerning the COVID money we will be getting so people can put in their information. How is that going to be done?

Mayor Harvey said he will send him a flyer regarding the funding for the rental assistance on how people can sign up for that. That is close to a million dollars from the CARES Act and the money we have coming from the Stimulus, 21.76 million, will be dispersed in two payments; one this year and one next year. He would like to get an update at the next Work Session on the stipulations and details of that. He added that there is an annual African American Parade being planned that we also need to address as new business.

City Manager, Joseph Donat noted that the City will not be having a Memorial Day Parade this year due to COVID so he doesn't know if we can commit at this time to having any Parades or large public gatherings that take the form of a Parade in June. He is open to any other public related healthy ideas that we can have to commemorate that day.

Mayor Harvey asked about the Illuminated Festival.

City Manager, Joseph Donat said we won't be having that either.

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

OLD BUSINESS

Councilwoman Monteverde said she would like to know what is going on with FYI because it's very convenient when you are driving around the City and you see things that need to be reported. Can we get a timeline on when that will be addressed? It's also time to get an update on the paving plan since spring is here.

Councilman Shakur said that the City Manager spoke about City Codes violations in his update so do we have a number of violations and how many have been corrected? Also he would like to know if our Police Department has been properly vetted to see if any of our Police Officers are affiliated with any of the groups that were at the Capital on January 6th. Have we been doing that?

Mayor Harvey said now that we have a Lieutenant in charge he would like to get an update at the next Work Session on if there has been a staffing analysis regarding January 6th, knowing who took off and if they possibly participated in what took place at the Capital.

City Manager, Joseph Donat said that question has been asked and answered already. He will resend e-mails that were sent previously on that subject.

Councilwoman Monteverde said she got an email on that.

Councilman Shakur asked if we have the results.

Councilwoman Monteverde responded with, "Yes".

Mayor Harvey added that he would like an update on the Street Sweeper Program as he knows we had \$50,000.00 in the Budget for that. He would also like an update on the Summer Youth Employment Program and from our Legal Department he would like an update on the water contamination litigation and where we are with that.

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

FURTHER COMMENTS FROM THE COUNCIL

Councilman Sklarz said that at the last meeting he asked the Police Chief to advise what action is being taken to curtail the unlicensed use of motor bikes and four wheelers. We have to get control of this before someone gets hurt by this reckless behavior. He visited the construction site at the Lake Street Bridge and saw the line of cement mixers to do that final put. It looks like it's almost finished but there is still a lot of work to be done but the anticipated completion date is for mid to late May so let's keep our fingers crossed on that.

Councilman Shakur thanked everyone for coming out tonight. This Sunday they are going to try to commemorate and congratulate Hook Elite for their victory in Louisiana which will start at 12:00 at the Hook Elite Boxing Center. We are also trying to organize a Juneteenth Event for June 19th so listen for that. Summer is coming so we need to get

together and get these kids some jobs this year.

Councilwoman Monteverde thanked everyone for listening in tonight. The housing plan was quite an extensive plan that we went through at the Work Session but we need to go through and review it with our Wards so she suggested that when we can, if possible, set up town hall meetings to go through it. She is sure that people have questions about it especially with what's going on with housing these days in the City of Newburgh. Let's not put that off too much longer so while it is fresh in our minds we should schedule something which would be a wonderful opportunity to go through it. She added that they are planning a pop up cleanup for Earth Day weekend on April 24th and there will be more details to come.

Councilwoman Mejia agrees with the need for a permanent City of Newburgh vaccination site. Not to take away from any of the efforts done so far by staff and City Council but the way to get ahead of this is to have a site to walk into where you can get your shot. It needs to be permanent in the City otherwise we are delaying the opportunity to gather once again because scheduling is a hurdle and not the best for our community. Housing is imperative and as Councilwoman Monteverde said we don't want to let too much time go by because we need legislative action to back it up so the sooner we pass and adopt recommendations the better the City of Newburgh will be. The private and public sectors will have answers with guidelines available so people are clear about the type of community we are trying to build and maintain.

Councilman Grice said in response to public comments made earlier that we are all very involved so he gets a little annoyed when people say he's not. He commended our Fire Department, City Manager and others involved on the outreach with COVID. He agrees with Councilmembers Sklarz and Mejia that we need a permanent spot here in the City of Newburgh and he cautioned the public that if we are going to have events in the City then we still need to follow the permit process.

Mayor Harvey thanked everyone for coming out tonight as well as his colleagues on the Council and executive staff. Everyone is working very hard and he appreciates the collaborative effort. On a permanent vaccination site, he penned a letter or two to Governor Cuomo but they say we already have one at Cornerstone which has been designated as a Community Health Care Center. The problem is that they do regular medical healthcare services in addition to the vaccine so we need a site that is specific just for vaccines. He has been pushing for that as well as mobile units. On the Housing Study he agrees with his colleagues that we should do some town meetings and he would also like to have a Housing Retreat with Leviticus. That way everyone would be comfortable and well informed with this study because it is very complex research which could be overwhelming. He agrees with the dirt bike legislation that Councilman Sklarz mentioned and he believes that a lot of municipalities are dealing with this issue so he feels that heavy fines should be issued but we must also have an alternative for those young people so they can ride in a designated area or be part of the Ruff Ryders to the Rescue Program.

ADJOURNMENT

There being no further business to come before the Council the meeting adjourned at 9:18 p.m.

**LORENE VITEK
CITY CLERK**

RESOLUTION NO.: 63 - 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.: 64 - 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.: 65 - 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.: 66 - 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.: 67 - 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.: 68 - 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/Offerors 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.: ____69____ - 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.: 70 - 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.: 71 - 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.: 72 - 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.: _____73_____ - 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.: ____74____-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.: 75-2021

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.: 76-2021

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.: ____77__-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 REENTRY

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.: 78 - 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 receipt of the pamphlet entitled "Protecting Your Family from Lead in Your Home." Purchaser also acknowledges that he/she has had the opportunity to conduct a risk assessment or inspection of the premises for the presence of lead-based paint, lead-based paint hazards or mold.
10. The entire purchase price and all closing costs/fees must be paid by money order or guaranteed funds to the City of Newburgh Comptroller's Office by the date listed in the approved City Council Resolution, notwithstanding any extensions of time granted pursuant to terms contained herein ("Closing Deadline"). Such closing costs/fees may include, but are not limited to: recording fees, tax adjustments as of the day of closing, fuel oil adjustments, and applicable condominium charges (e.g. monthly maintenance charges, assessment charges, transfer buy-in fees, and/or closing package ordering fees). *The City of Newburgh does not accept credit card payments for the purchase price and closing costs/fees. The City is not required to send notice of acceptance or any other notice to a purchaser.* At closing, purchaser, as grantee, may take title as a natural person or as an entity wherein purchaser is an officer or managing member of said entity. If purchaser takes title as an entity, purchaser must provide an affidavit listing all of the members or shareholders of said entity, their addresses, their phone numbers, and their percentage ownership stake in the entity. Purchaser must have at least a fifty-one (51%) ownership stake in said entity in order for said entity to take title.
11. 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.: 79 - 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.: _____ 80 _____ - 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.: 81 - 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.: _____82_____ - 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.: _____83_____ - 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.: 84 - 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.: 85 - 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.: 86 - 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.: 87 - 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.: 88 - 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.: 89 - 2021

OF

APRIL 12, 2021

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEWBURGH
URGING THE UNITED STATES CONGRESS TO PASS H.R. 2307
TO ENACT A CARBON DIVIDEND TRUST FUND**

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 reintroduced in the 117th Congress as H.R. 2307, to enact a Carbon Dividend Trust Fund, 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, H.R. 2307, to enact a Carbon Dividend Trust Fund, 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, H.R. 2307, to enact a Carbon Dividend Trust Fund, 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, H.R. 2307 to enact a Carbon Dividend Trust Fund, 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 pass without delay H.R. 2307 to enact a Carbon Dividend Trust Fund; 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.

RESOLUTION NO.: 90 - 2021

OF

APRIL 12, 2021

**A RESOLUTION AUTHORIZING THE CITY MANAGER
TO EXECUTE A PAYMENT OF A CLAIM WITH
NEW YORK MUNICIPAL INSURANCE RECIPROCAL A/S/O CITY OF BEACON
IN THE AMOUNT OF \$3,488.00**

WHEREAS, Network Adjustors, Inc., as claim representative of New York Municipal Insurance Reciprocal a/s/o City of Beacon, brought a claim against the City of Newburgh; and

WHEREAS, the parties have reached an agreement for the payment of the claim in the amount of Three Thousand Four Hundred Eight-Eight and 00/100 Dollars (\$3,488.00) in exchange for a release to resolve all claims among them; and

WHEREAS, the City of Newburgh proposes to engage in discussions with the City of Beacon to enter an inter-municipal mutual aid agreement to address the allocation of costs of providing and receiving mutual aid; and

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

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the City Manager is hereby authorized to settle the claim of New York Municipal Insurance Reciprocal a/s/o City of Beacon as brought by Network Adjustors, Inc. in the total amount of Three Thousand Four Hundred Eight-Eight and 00/100 Dollars (\$3,488.00) and that the City Manager be and he hereby is authorized to execute documents as the Corporation Counsel may require to effectuate the settlement as herein described.

RESOLUTION NO.: 91 - 2021

OF

APRIL 12, 2021

**A RESOLUTION AUTHORIZING THE CITY MANAGER
TO EXECUTE A PAYMENT OF CLAIM WITH THE TOWN OF NEWBURGH
IN THE AMOUNT OF \$13,875.26**

WHEREAS, the Town of Newburgh brought a claim against the City of Newburgh; and

WHEREAS, the parties have reached an agreement for the payment of the claim in the amount of Thirteen Thousand Eight Hundred Seventy-Five and 26/100 Dollars (\$13,875.26) in exchange for a release to resolve all claims among them; and

WHEREAS, the City of Newburgh proposes to engage in discussions with the Town of Newburgh to enter an inter-municipal mutual aid agreement to address the allocation of costs of providing and receiving mutual aid; and

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

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the City Manager is hereby authorized to settle the claim of Town of Newburgh in the total amount of Thirteen Thousand Eight Hundred Seventy-Five and 26/100 Dollars (\$13,875.26) and that the City Manager be and he hereby is authorized to execute documents as the Corporation Counsel may require to effectuate the settlement as herein described.

ORDINANCE NO.: 3 - 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.

Acknowledgement/Attestation Page, Continued
Signatures, Sidewalk Café Application for 2021 Season
City of Newburgh, New York

APPLICANT

Signature _____

Print Name: _____

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

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

Notary Public

PROPERTY OWNER

Signature _____

Print Name (of natural person or corporate officer): _____

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

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

Notary Public

LOCAL LAW NO.: 3 - 2021

OF

APRIL 12, 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