



City of Newburgh Council Work Session
*Sesion de trabajo del Concejal de la
Ciudad de Newburgh*
November 18, 2021
6:00 PM

Work Session Presentations

1. Energy Renewal Bid Presentation-Melissa Massimi

Melissa Massimi from M&R Energy Resources Corporation to present pricing on electric and gas cost. Subject to receiving market indicator (preliminary) prices beforehand.

Melissa Massimi de M&R Energy Resources Corporation presentará precios en el costo de electricidad y gas. Sujeto a recibir previamente los precios (preliminares) de los indicadores de mercado.

2. PKF O'Connor Davies, LLP - Overtime Study

PKF O'Connor Davies, LLP - Estudio de Horas Extras

3. Land Bank Annual Report to City Council - Jennifer Welles

Informe Anual del Banco Agrario al Concejo Municipal - Jennifer Welles

4. Overview of Proposed Feasibility Plan - Adam Kerns, CSL

Descripción General del Plan de Viabilidad Propuesto - Adam Kerns, CSL

Engineering/Ingeniería

5. Arcadis Proposal for Professional Engineering Services - Floatables Control and Disinfection Facility and Water Pollution Control Plant Influent Sewer

Resolution authorizing the City Manager to accept a proposal and enter into an agreement for professional engineering services with Arcadis of New York Inc. for the Floatables Control and Disinfection Facility and Water Pollution Control Plant Influent Sewer Project as part of the Combined Sewer Overflow Long Term Control Plan in the amount of \$1,025,000.00.

Resolución autorizando al Gerente de la Ciudad a aceptar una propuesta y entrar en un acuerdo para servicios profesionales de ingeniería con Arcadis de Nueva York Inc. Para el Centro de Control y Desinfección de Floatables y el Proyecto de Alcantarillado Influyente de Planta de Control de Contaminación del Agua como parte del Plan de Control Combinado a Largo Plazo de Desbordamiento de Alcantarillado en la cantidad de \$1.025.000,00.

Finance/Finanza

6. Homestead/Non-Homestead Tax Rate Implication / 2022 Budget Discussion
Presented by Comptroller and Assessor

Presentado por Contralor y Asesor

7. Resolution certifying base percentages, base proportions & adjusted base proportions under RPTL Article 19

Resolution to certify the base percentages, current percentages, current base proportions and adjusted base proportions under the Homestead Option of Article 19 of the Real Property Tax Law of the State of New York.

Resolución para certificar los porcentajes de base, porcentajes actuales, proporciones de base actuales y proporciones de base ajustadas bajo la opción de Homestead del Artículo 19 de la Ley del Impuesto sobre la Propiedad Real del Estado de Nueva York.

8. Resolution adopting the FY2022 budget

Resolution adopting the Budget for the Fiscal Year 2022.

Resolución por la que se adopta el Presupuesto para el Año Fiscal 2022.

Information Technology (IT) Department

9. SeeClickFix

Resolution authorizing the City Manager to execute an agreement with CivicPlus, LLC for quality-of-life reporting software.

Resolución que autoriza al Gerente de la Ciudad a ejecutar un acuerdo con CivicPlus, LLC para el software de informes de calidad de vida.

Planning and Economic Development/Planificación y Desarrollo Económico

10. 105 William Street - Release of Restrictive Covenants

Resolution authorizing the execution of a release of restrictive covenants and right of re-entry from a deed issued to VIP Partners, LLC to the premises known as 105 William Street (Section 45, Block 1, Lot 12).

Resolución que autoriza la ejecución de una liberación de cláusulas restrictivas y derecho de reingreso de una escritura emitida a VIP Partners, LLC a las instalaciones conocidas como 105 William Street (Sección 45, Bloque 1, Lote 12).

11. 180 Renwick Street - Release of Restrictive Covenants

Resolution authorizing the execution of a release of restrictive covenants and

right of re-entry from a deed issued to Jean S. Polycarpe and Marie M. Polycarpe to the premises known as 180 Renwick Street (Section 45, Block 15, Lot 9).

Resolución que autoriza la ejecución de una liberación de cláusulas restrictivas y derecho de reingreso de una escritura emitida a Jean S. Polycarpe y Marie M. Polycarpe a las instalaciones conocidas como 180 Renwick Street (Sección 45, Bloque 15, Lote 9).

Grants/Contracts/Agreements / Becas /Contratos/Convenios

12. License Agreement with the Newburgh Preservation Association - Old Town Cemetery

Resolution authorizing the City Manager to enter into a license agreement renewal with the Newburgh Preservation Association to allow continued access to Old Town Cemetery.

Resolución que autoriza al Gerente de la Ciudad a firmar un acuerdo de renovación de licencia con la Asociación de Preservación de Newburgh para permitir el acceso continuo al Cementerio Old Town.

13. Update to Resolution#93-2020 Grant Application Policy & Procedure

Resolution adopting the City of Newburgh Grant Application Policy and Procedure as amended.

Resolución que adopta la Política y Procedimiento de Solicitud de Subvenciones de la Ciudad de Newburgh en su forma enmendada.

14. Vendor Services Agreement - NACC Logo Design

Resolution authorizing the City Manager to enter into agreements with Dominesha Garth and Philippe Halaburda for logo design for the Newburgh Arts and Cultural Commission.

Resolución que autoriza al Gerente Municipal a concertar acuerdos con Dominesha Garth y Philippe Halaburda para el diseño de logotipos para la Comisión de Artes y Cultura de Newburgh.

15. To Apply For an Accept if Awarded a Hudson River Valley Trail Grant Program for \$10,000

Resolution authorizing the City Manager to apply for and accept if awarded a Greenway Conservancy for the Hudson River Valley Trail Program Grant from the Hudson River Valley Greenway in an amount not to exceed \$10,000.00 for a bike trail from the Newburgh-Beacon Bridge to downtown Newburgh.

Resolución que autoriza al Gerente de la Ciudad a solicitar y aceptar si se le otorga una Subvención de Greenway Conservancy para el Programa de Senderos del Valle del Río Hudson de la Vía Verde del Valle del Río

Hudson por un monto que no exceda los \$10,000.00 para un sendero para bicicletas desde el Puente Newburgh-Beacon hasta el centro de Newburgh.

Police Department

16. Gun buy back grant

Resolution authorizing the City Manager to accept an award of a SFY 2021-2022 New York State Division of Criminal Justice Services grant in the amount of \$30,000.00 to conduct a gun buyback program by the City of Newburgh Police Department.

Resolución autorizando al Gerente de la Ciudad a aceptar una concesión de una subvención SFY 2021-2022 de la División de Servicios de Justicia Penal del Estado de Nueva York por la cantidad de \$30.000,00 para conducir un programa de readquisición de armas por el Departamento de Policía de la Ciudad de Newburgh.

Employment and Human Resource Issues

17. Pandemic Operations Plan

Resolution adopting the City of Newburgh Pandemic Operations Plan.

Resolución que adopta el Plan de Operaciones de Pandemia de la Ciudad de Newburgh.

Boards and Commissions/Juntas y Comisiones

18. Conservation Advisory Council - re-appointment requests

Conservation Advisory Council - expiration of terms of 4 members for consideration.

Consejo Asesor de Conservación - expiración de los términos de 4 miembros para su consideración.

Ordinances/ Decretos

19. Ordinance amending Chapter 72 Police Community Relations and Review Board

Draft ordinance for further consideration.

Proyecto de ordenanza para consideración mas a fondo.

Executive Session/ Sesión Ejecutiva

20. Proposed, pending or current litigation

Litigios propuestos, pendientes o actuales

RESOLUTION NO.: _____ - 2021

OF

NOVEMBER 22, 2021

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO ACCEPT A PROPOSAL
AND ENTER INTO AN AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES
WITH ARCADIS OF NEW YORK INC. FOR THE FLOATABLES CONTROL AND
DISINFECTION FACILITY AND WATER POLLUTION CONTROL PLANT
INFLUENT SEWER PROJECT AS PART THE COMBINED SEWER OVERFLOW
LONG TERM CONTROL PLAN IN THE AMOUNT OF \$1,025,000.00**

WHEREAS, by Resolution No. 219-2011 of October 24, 2011, the City Council of the City of Newburgh, New York authorized the City Manager to execute an Order on Consent with the New York State Department of Environmental Conservation ("NYS DEC") to resolve violations at the Wastewater Treatment Plant and for the development of the CSO Long Term Control Plan ("LTCP"); and

WHEREAS, by Resolution No. 303-2015 of November 23, 2015, the City Council of the City of Newburgh authorized the City Manager to execute a Modification Order on Consent approving a Schedule of Compliance for Phase I through V of the LTCP; and

WHEREAS, by Resolution No. 189-2019 of August 12, 2019, the City Council approved an agreement with Arcadis of New York, Inc. for professional services to complete the planning and preliminary engineering for the LTCP Phase II, III, and IV projects including as basis of design report for the Floatables Control and Disinfection Facility Project; and

WHEREAS, Arcadis of New York, Inc. has submitted a letter proposal for professional engineering services to complete the design and preparation of bid documents for the Floatables Control and Disinfection Facility and Water Pollution Control Plant Influent Sewer Project; and

WHEREAS, the funding for the cost of said services in the amount of \$1,025,000.00 shall be derived from an existing grant and loan from the New York State Environmental Facilities Corporation under project CWSRF#C3-7332-11-00, HG1.8197.0200.8174.2017, ARPA Funds and future WIIA & WQIP Grant program funds, if awarded; and

WHEREAS, this Council determines that accepting the proposal and executing a contract with Arcadis of New York, Inc. 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 the letter proposal and execute an agreement with Arcadis of New York, Inc. for professional services to complete the design and preparation of bid documents for the Floatables Control and Disinfection Facility and Water Pollution Control Plant Influent Sewer Project, with other provisions as Corporation Counsel may require, in an amount not to exceed \$1,025,000.00.

Jason Morris, PE
City Engineer
City of Newburgh
83 Broadway
Newburgh, New York 12550

Arcadis of New York, Inc.
855 Route 146
Suite 210
Clifton Park
New York 12065
Phone: 518 250 7300
Fax: 518 371 2757
www.arcadis.com

Date: October 11, 2021

Our Ref: 30092419

Subject: **Proposal for Engineering Service
Floatables Control and Disinfection Facility and
Water Pollution Control Plant Influent Sewer**

Dear Mr. Morris,

Arcadis of New York, Inc. is pleased to provide the City of Newburgh (City) with this letter proposal for engineering services to complete design and preparation of Bid Documents required to comply with the Order on Consent schedule for the Long Term Control Plan (LTCP). We appreciate the confidence the City has in our ability to deliver quality projects on time, under budget, and maximize grant opportunities for your critical wastewater infrastructure.

Project Understanding

To meet water quality standards, and the United States Environmental Protection Agency's (USEPA) Combined Sewage Overflow (CSO) Control Policy presumptive approach, the City is increasing wet weather conveyance capacity in its interceptors to maximize capture and treatment of combined sewage prior to discharge to the Hudson River, while replacing aging infrastructure. The Floatables Control and Disinfection Facility (Facility), which has been combined with strategic sewer separation and green infrastructure projects to reduce its size, is key to the success of the LTCP required by the Order on Consent. This Facility will be located adjacent to the Water Pollution Control Plant (WPCP) and will screen debris and solids greater than 4 mm, retaining them in the influent sewer, to be removed at the WPCP. Up to 40 million gallons per day (mgd) will be screened, disinfected to kill fecal coliform, held in a contact tank, and then be dechlorinated prior to discharge to the Hudson River during wet weather events. During a typical year, this Facility will treat 149 million gallons, for nearly 100 wet weather events that are currently discharged to the Hudson River as untreated combined sewage. Small wet weather events that do not exceed the capacity of the contact tank, will be pumped and treated at the WPCP. The project will improve the aesthetics and water quality of the Hudson River in the vicinity of the City's waterfront.

This project will also relocate the existing WPCP Influent Sewer off CSX property, which may reduce future payments to CSX for their flaggers during routine maintenance activities.

The Basis of Design Report for this project was completed by Arcadis in July 2021, and was submitted to the New York State Department of Environmental Conservation (NYS DEC) and the New York State Environmental Facilities Corporation (NYS EFC) for review. Bid Documents are required to be completed and submitted to NYS DEC and NYS EFC by October 4, 2022, less than a year away.

Mr. Jason Morris, PE
City of Newburgh
October 11, 2021

Arcadis submitted a grant application for the NYS DEC Water Quality Improvement Project (WQIP) and requested the maximum award of \$10M. We are working with the City for the submission of a Water Infrastructure Investment Act (WIIA) grant which will provide up to 25% of the project cost. We are also submitting an application for Clean Water State Revolving Fund (CW SRF) hardship loans (0% interest) and Principal Forgiveness up to 25% of the project costs. A major funding requirement to be eligible for WIIA grant funds, is to demonstrate project readiness. This includes meeting the requirements of the State Environmental Quality Review Act (SEQRA), State Environmental Review Process (SERP), State Historic Preservation Office (SHPO), passing a bonding resolution for the design of the improvements. SEQR and SERP documentation has been submitted to the City for review, and issuance of a negative declaration and the SHPO approval is underway. Please note that WIIA applications are due November 22, 2021.

To meet the Order on Consent Compliance Schedule and to better position the City for grant funding opportunities, Arcadis proposes the following scope of services:

Scope of Services

Task 9 – Prepare Bid Documents

Arcadis will prepare Bid Documents (inclusive of Drawings and a Project Manual) for regulatory approval and bidding purposes for the Project. The Bid Documents will be prepared as a multi-prime contract in accordance with Wick's Law. Funding agency language and requirements will be incorporated into the Bid Documents. The Project Manual will be developed utilizing Arcadis' standard documents, which are based on the Engineering Joint Construction Documents Committee (EJCDC) standards. The design drawings will be prepared using Autodesk Revit software for building information modeling (BIM) applications. This software utilizes three-dimensional (3D) design to reduce conflicts during construction and to create accurate renderings of the site and facilities.

Arcadis will provide the City with electronic submittals at 60% and 90% design development phases for review and comment. At the 60% design development phase, P&IDs, civil/site plans, and electrical one-line diagrams will be prepared and submitted for review in addition to reviewing the Revit model. For 90% design development phase a full set of design documents will be prepared and provided to the City for review. Arcadis will update the construction cost estimate at the 60% (AACE Class 4) and 90% (AACE Class 3) submittals. The major elements of the project include the following:

- An aerial railroad crossing.
- Elevated sewer and supports for the WPCP Influent Sewer from the railroad crossing to the Facility and to the WPCP.
- Facility with CSO screens, WPCP flow control gate, chemical storage building, sodium hypochlorite and sodium bisulfite chemical unloading area, bulk storage tanks, day tanks, chemical feed pumps, chlorine contact time tank, automated washdown and flushing system, pump station, and odor control facilities.
- New outfall to the Hudson River.
 - Arcadis will subcontract with a M/WBE firm to conduct a bathymetric survey (approximately 50'x 30') for the new outfall to the Hudson River.
- New Energy Dissipation Structure (EDS) located on the WPCP Influent Sewer adjacent to the existing EDS.
- Site improvements, including site grading and stormwater management.
- A stormwater pollution prevention plan (SWPPP).
- Building systems will include Mechanical/HVAC, Electrical, Plumbing, and Fire Protection Systems
 - Security Systems including remote CCTV.

Mr. Jason Morris, PE
City of Newburgh
October 11, 2021

- Power feed from the WPCP that will be included on the backup generator.

Arcadis will meet with City representatives at the 60%, 90%, and final Bid document submission to review the BIM model and design documents. Please note that meetings will either be conducted virtually or in person. Arcadis will prepare graphical renderings of the of the proposed improvements for the City's use at a City Council meeting or to be displayed to the public through online media. Arcadis will attend one meeting with the public, either virtually or in person.

Arcadis' WBE subcontractor has completed a concrete assessment of the existing EDS and is finalizing recommendations to replace the EDS structure. The influent sewer is approximately 10 feet higher in elevation than the influent channel to the Screenings and Grit Removal Building, and in order to lower the elevation of the influent sewer, the hydraulic and energy gradeline of the influent wastewater also needs to be reduced. The EDS acts as a protection to the WPCP by reducing the hydraulic and energy gradeline of the wastewater entering the WPCP. In order to minimize bypass pumping and maximize maintenance of plant operations, the EDS structure will be designed adjacent to the existing structure to allow for it to be constructed while the existing structure is still in use.

Throughout the course of design, Arcadis will evaluate construction sequencing to minimize shutdowns, bypass pumping and impacts to operations, in an effort to reduce risk and costs. During the 60% and 90% design review meetings, we will discuss maintenance of plant operations so that the City will have an opportunity to assess construction sequence and required shutdowns, bypasses, and impacts to operations.

Arcadis previously completed four soil borings at the site of the proposed Facility to establish a baseline characterization of subsurface conditions and prepare a preliminary Geotechnical Evaluation Report. The report recommended that additional soil borings be conducted to determine the elevation of refusal for the design of foundation piles for the Facility. Subsurface exploration consisting of the drilling, sampling, and logging of up to fourteen small diameter borings with a truck mounted or ATV mounted drill rig is included in this scope of services. Up to three borings will be completed in the CSX right-of-way and will be advanced a minimum of 20 feet, the actual depths will be determined in the field based on the conditions encountered. Up to four borings will be completed in the vicinity of the Facility, these borings will be advanced to 75-feet or refusal, whichever is shallower. The remainder of the borings will be completed along the WPCP Influent Sewer alignment and will be advanced to 40-feet or refusal whichever is shallower. The borings will be drilled to evaluate the subsurface conditions and laboratory testing will be completed on select soil samples. Laboratory testing will consist of gradation with sieve and hydrometer, Atterberg limits, organic content tests, unit weight, shear strength, unconfined compression, and moisture content. Actual laboratory tests performed will vary by boring location and will be determined in part by conditions observed in the field. Boring holes will be backfilled with onsite soils and pavement areas filled with slack slurry and cold patched.

Dig Safely, New York will be contacted to mark out the utility locations in the area. Prior to drilling, the MBE geotechnical subcontractor will explore the intended location of each boring with Ground Penetrating Radar (GPR) to search for potential interferences that could be damaged by or be damaging to the drilling equipment. The subsurface exploration and geotechnical investigation will be compiled into a Geotechnical Engineering Report. The report will include a site plan with boring locations, boring logs, laboratory test results, and it will present findings, conclusions, and geotechnical recommendations for the project including design of foundations, groundwater control measures, excavation support, and protection of adjacent structures and utilities. This report will supplement the Geotechnical Evaluation Report that was completed during the Basis of Design Phase of the project.

Task 10 – CSX Crossing Design and Approvals

The aerial railroad crossing will be accelerated ahead of the rest of the Facility design and will be designed in accordance with CSX Design and Construction Standard Specifications. Arcadis has already progressed the design of the CSX crossing to a preliminary level as part of the North Interceptor Design Project. As part of that design Arcadis has had preliminary discussions with CSX to get their approval of the proposed design prior to submitting an application for Occupancy and Utility Encroachment. An aerial crossing is typically not acceptable, but based on early conversations with CSX, it seems likely that an aerial crossing will be acceptable in this situation. Once the railroad crossing design has been developed to 90% completion, Arcadis will complete the application for Occupancy covering the installation of the WPCP Influent Sewer through the CSX railroad property and submit to CSX for review. Due to the complexity of this project, Arcadis has included up to \$15,000 for the CSX review fee.

As was mentioned in Task 9, Arcadis is including three borings located in the CSX right-of-way. This will require track protection and inspection services while the geotechnical borings are advanced. Arcadis has included up to \$15,000 for obtaining right of entry permits, CSX flagging and track protection, and inspection services as part of this proposal. Additional survey will also be required within the CSX limits and will be scheduled concurrently with the geotechnical investigation to minimize the need for additional flagging and track protection.

As part of the CSX crossing design, pipe supports and permanent shoring will be required to ensure that the lower main-line track is not fouled. The main-line track has over 40 trains per day traveling on it and is the main artery for CSX to the Northeast. CSX requires that this track stay in service and not become fouled during construction. Arcadis has included the design of a permanent shoring system or a retaining wall to protect the main-line track during construction.

Task 11 – Permitting and Regulatory Approvals

Arcadis will submit the 90% Bid Documents to NYS EFC, NYS DEC, United States Army Corps of Engineers (USACE) on behalf of the City. Upon receipt of comments from both the NYS EFC and NYS DEC, Arcadis will finalize the Bid Documents and prepare a comment response correspondence. Two comment response letters have been included as part of the scope. Arcadis anticipates that the following permits will be required:

- NYS DEC and USACE Joint Application for Stream Bank Disturbance
- State Pollutant Discharge Elimination System (SPDES) Permit for the Facility
- SPDES General Permit for Stormwater Discharge from Construction Activity
- NYS Office of General Services State-Owned Lands Under Water
- NYS Department of State Coastal Consistency Concurrence

Task 12 – Bidding Assistance

Arcadis will assist the City with bidding and awarding the project, and will perform the following services:

- Prepare electronic Bid Documents for City's use for electronic bidding.
- Prepare a bid advertisement for the City's approval and use.
- Preside at a pre-bid meeting with prospective bidders and perform a walk-through of the site and influent sewer alignment.
- Respond to prospective bidders' requests for clarifications and prepare addenda as required for the City's distribution. Arcadis has included preparing up to three addenda as part of our scope.
- Arcadis will attend the bid opening, tabulate bids, evaluate bids and make a recommendation of award for each prime contract.

Mr. Jason Morris, PE
City of Newburgh
October 11, 2021

- Prepare conformed contract documents in electronic (.pdf) format for use by the City and successful bidders.

Compensation

Arcadis will complete the scope of services presented herein for a total not to exceed fee of \$1,025,000 to be compensated based on a rates schedule (attached) for hours worked plus other direct costs markup of 10 percent.

Task	Compensation
Task 9 – Prepare Bid Documents	\$797,000
Task 10 – CSX Crossing Design and Approvals	\$165,000
Task 11 – Permitting and Regulatory Approval	\$48,000
Task 12 – Bidding Assistance	\$15,000
Total Not to Exceed Fee: \$1,025,000	

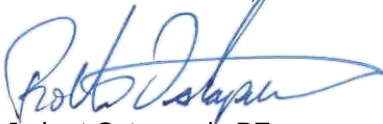
Arcadis is familiar with NYS EFC requirements to make good faith efforts to obtain the services of M/WBE subcontractors, and to that end we are proposing to use four different M/WBE subcontractors to achieve a goal of 20% utilization. It is estimated for the scope of services described herein, that the total M/WBE utilization will be approximately \$292,000 or 28.5%.

Schedule

Arcadis will complete the final plans and specifications by September 2, 2022, for submission to the NYS DEC in advance of the Order on Consent required submission date of October 4, 2022. A preliminary project schedule with interim milestones is attached to this proposal for your reference.

Arcadis appreciates the opportunity to continuing supporting the City to improve its critical wastewater infrastructure and improve the water quality of the Hudson River. If you have any questions, please do not hesitate to contact me at 518.250.7305 so that I may be of further assistance.

Sincerely,
Arcadis of New York, Inc.



Robert Ostapczuk, PE
Vice President

Email: Robert.Ostapczuk@arcadis.com
Direct Line: 518.250.7305
Mobile: 518.810.6872

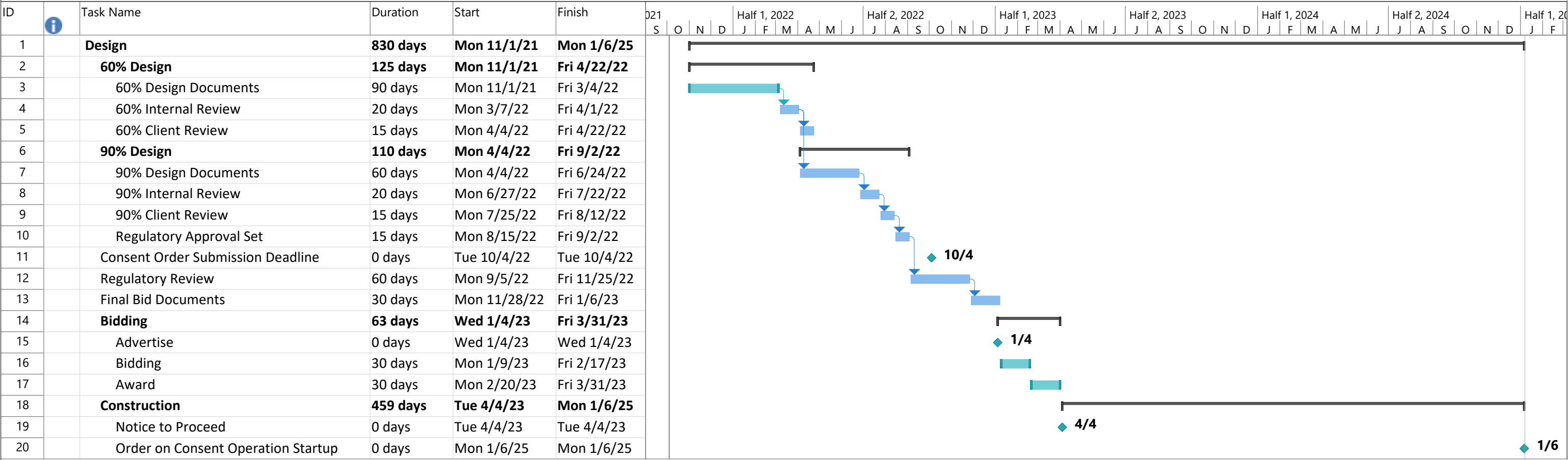
Mr. Jason Morris, PE
City of Newburgh
October 11, 2021

CC. D. Loewenstein, Arcadis
A. Brooks, Arcadis

Enclosures:
Preliminary Project Schedule
Rate Schedule

This proposal and its contents shall not be duplicated, used or disclosed — in whole or in part — for any purpose other than to evaluate the proposal. This proposal is not intended to be binding or form the terms of a contract. The scope and price of this proposal will be superseded by the contract. If this proposal is accepted and a contract is awarded to Arcadis as a result of — or in connection with — the submission of this proposal, Arcadis and/or the client shall have the right to make appropriate revisions of its terms, including scope and price, for purposes of the contract. Further, client shall have the right to duplicate, use or disclose the data contained in this proposal only to the extent provided in the resulting contract.

City of Newburgh Long Term Control Plan Implementation
Floatables Control and Disinfection Facility and Water Pollution Control Plant Influent Sewer Project



Project: Preliminary Project Sch
Date: Mon 10/4/21

Task		Project Summary		Manual Task		Start-only		Deadline	
Split		Inactive Task		Duration-only		Finish-only		Progress	
Milestone		Inactive Milestone		Manual Summary Rollup		External Tasks		Manual Progress	
Summary		Inactive Summary		Manual Summary		External Milestone			

Rate Sheet

Hourly Rates: Charges for services provided will be in accordance with the following schedule:

Rate Schedule	
Grade 1 – Technician/Administrator I	\$60
Grade 2 – Technician/Administrator II	\$75
Grade 3 – Technician/Administrator III	\$85
Grade 4 – Technician/Administrator IV	\$90
Grade 5 – Professional	\$105
Grade 6 – Professional II	\$115
Grade 7 – Staff Professional	\$135
Grade 8 – Project Professional	\$150
Grade 9 – Senior Professional	\$170
Grade 10 – Principal	\$190
Grade 11 – Associate VP or VP	\$240
Grade 12 – VP or Senior VP	\$270

Reimbursable Expenses. Except for certain in-house services, project expenses incurred with subcontractors and outside vendors will be invoiced at cost plus 10%. These project expenses may include, but are not limited to: shipping charges; printing; supplies; equipment; traveling expenses; special insurance; licenses; permits; and subcontracted services.

In-house services not subject to handling costs are:

Transportation: \$0.56/mile for vehicles; \$0.66/mile for 4x4 vehicles

Invoices. Arcadis will submit invoices to Client for each month during which services were performed. Invoices may include carrying charges at 1.5% per month for delinquent payments outstanding over 30 days and applicable sales or value-added taxes.

Home Non-Homestead Calculation	Homestead	Non-Homestead	Totals
2022 City Council Proposed Tax Levy	22,999,692	22,999,692	
Home Non-Homestead Allocation %age	52.65427	47.34573	100.00000
Tax Levy Allocated to Each Type	12,110,320	10,889,372	22,999,692
Tax Levy Allocated to Each Type	12,110,320	10,889,372	22,999,692
2022 Taxable Assessed Value	803,835,308	494,237,451	1,298,072,759
2022 Tax Rate per \$1,000 Assessed Value	15.065673	22.032673	
2022 Tax Rate per \$1,000 Assessed Value	15.065673	22.032673	
2021 Tax Rate per \$1,000 Assessed Value	15.677694	23.533323	
2022 Tax Rate Decrease Amt per \$1,000	(0.612021)	(1.500650)	
2022 Tax Rate Decrease %age per \$1,000	-3.90%	-6.38%	
2022 \$ change for \$150,000 Assessed Value	(91.80)	(225.10)	
City Council Options to Balance Allocation	Homestead	Non-Homestead	Totals
10% Allocation Change	53.472760	46.527240	100.00000
20% Allocation Change	54.291260	45.708740	100.00000
10% Allocation Change Rate Calculation	Homestead	Non-Homestead	Totals
2022 Manager's Proposed Levy	22,999,692	22,999,692	
Home Non-Homestead Allocation %age	53.472760	46.527240	100.00000
Tax Levy Allocated to Each Type	12,298,570	10,701,122	22,999,692
Tax Levy Allocated to Each Type	12,298,570	10,701,122	22,999,692
2022 Taxable Assessed Value	803,835,308	494,237,451	1,298,072,759.00
2022 Tax Rate per \$1,000 Assessed Value	15.299863	21.651783	
2022 Tax Rate per \$1,000 Assessed Value	15.299863	21.651783	
2021 Tax Rate per \$1,000 Assessed Value	15.677694	23.533323	
2022 Tax Rate Decrease Amt per \$1,000	(0.37783)	(1.88154)	
2022 Tax Rate Decrease %age per \$1,000	-2.41%	-8.00%	
2022 \$ change for \$150,000 Assessed Value	(56.67)	(282.23)	
20% Allocation Change Rate Calculation	Homestead	Non-Homestead	Totals
2022 Manager's Proposed Levy	22,999,692	22,999,692	
Home Non-Homestead Allocation %age	54.29126	45.70874	100.00000
Tax Levy Allocated to Each Type	12,486,823	10,512,869	22,999,692
Tax Levy Allocated to Each Type	12,486,823	10,512,869	22,999,692
2022 Taxable Assessed Value	803,835,308	494,237,451	1,298,072,759.00
2022 Tax Rate per \$1,000 Assessed Value	15.534056	21.270888	
2022 Tax Rate per \$1,000 Assessed Value	15.534056	21.270888	
2021 Tax Rate per \$1,000 Assessed Value	15.677694	23.533323	
2022 Tax Rate Decrease Amt per \$1,000	(0.143638)	(2.262435)	
2022 Tax Rate Decrease %age per \$1,000	-0.92%	-9.61%	
2022 \$ change for \$150,000 Assessed Value	(21.55)	(339.37)	

RESOLUTION NO.: _____-2021

OF

NOVEMBER 22, 2021

**A RESOLUTION TO CERTIFY THE BASE PERCENTAGES, CURRENT
PERCENTAGES, CURRENT BASE PROPORTIONS AND
ADJUSTED BASE PROPORTIONS UNDER THE HOMESTEAD
OPTION OF ARTICLE 19 OF THE REAL PROPERTY TAX LAW OF
THE STATE OF NEW YORK**

BE IT RESOLVED, by the Council of the City of Newburgh, New York, that this Council does hereby certify the base percentages, current percentages, current base proportions and the adjusted base proportions as set forth on the annexed certificates, pursuant to Article 19 of the Real Property Tax Law of the State of New York.

*****										*****										*****									
* RP-6701										NEW YORK STATE OFFICE OF REAL PROPERTY SERVICES										11/12/21									
* 16 SHERIDAN AVENUE, ALBANY, NY 12210-2714																													
* CERTIFICATE OF BASE PERCENTAGES, CURRENT PERCENTAGES AND																													
* CURRENT BASE PROPORTIONS PURSUANT TO ARTICLE 19, RPTL, FOR THE																													
* LEVY OF TAXES ON THE 2021 ASSESSMENT ROLL																													
* *****										*****										*****									
* Approved Assessing Unit City of Newburgh, 331100																				* CERTIFICATION									
* Name of Portion City of Newburgh, 331100																													
* -----																													
* DETERMINATION OF BASE PERCENTAGES																													
* Section I																													

I, the clerk of the legislative body of the approved assessing unit identified above, hereby certify that the legislative body determined on _____ base percentages, current percentages, and current base proportions as set forth herein for the assessment roll and portion as identified above.

signature

title

date

*****					*****				
RP-6703	NEW YORK STATE OFFICE OF REAL PROPERTY SERVICES				11/12/21				
	16 SHERIDAN AVENUE, ALBANY, NY 12210-2714								
CERTIFICATE OF ADJUSTED BASE PROPORTIONS PURSUANT TO ARTICLE 19, RPTL									
FOR THE 2021 ASSESSMENT ROLL									

Approved Assessing Unit	City of Newburgh, 331100				CERTIFICATION				
Name of Portion	City of Newburgh, 331100								
Reference Rol	2020								
Levy Roll	2021								

DETERMINATION OF PORTION CLASS NET CHANGE IN ASSESSED VALUE DUE TO PHYSICAL AND QUAN									
EQUALIZATION CHANGES AND COMPUTATION OF CLASS CHANGE IN LEVEL OF ASSESSMENT FACTOR									
Section I	(A)	(B)	(C)	(D)	(E)				
	Total	Total	Total	Net	Surviving				
	Assessed Value	Assessed Value	Assessed Value	Assessed Value	Total				
	on the	of Physical and	of Physical and	of	Assessed Value				
	Reference Roll	Quantity Increases	Quantity Decreases	Physical	on the				
	Excluding	between the	between the	and	Reference Roll				
	roll section 5	Reference Roll	Reference Roll	Quantity Changes					
Class				(B-C)	(A-C)				
Homestead	747,466,200	6,174,600	842,300	5,332,300	746,623,900				
Nonhomestead	411,243,994	6,315,300	2,718,500	3,596,800	408,525,494				

	(F)	(G)	(H)	(I)					
	Total	Total	Net	Change					
	Assessed Value	Assessed Value	Equalization	in Level of					
	of Equalization	of Equalization	Changes	Assessment					
	Increases	Decreases		Factor					
	between the	between the							
	Reference Roll	Reference Roll							
	and Levy Roll								
Class			(F-G)	(H/E)+1					
Homestead	85,146,300	2,419,500	82,726,800	1.11080	0.9336				
Nonhomestead	23,545,148	549,893	22,995,255	1.05629	1.0005				

COMPUTATION OF PORTION CLASS ADJUSTMENT FACTOR									
Section II	(J)	(K)	(L)	(M)	(N)	(O)			
	Taxable	Taxable	Assessed Value of	Total Taxable	Taxable	Class			
	Assessed Value	Assessed Value	Special Franchise	Assessed Value	Assessed Value	Adjustment			
	on the	on the	on the	on the	on the	Factor			
	Levy Roll	Levy Roll	Levy Roll	Levy Roll	Reference Roll				
	Excluding	at the	at the	at the					
	roll section5	Reference Roll	Reference Roll	Reference Roll					
		Level of Assessment	Level of Assmnt	Level of Assessment					
Class		(J/I)	(K+L)			(M/N)			
Homestead	803,835,308	723,653,640	0	723,653,640	719,465,792	1.00582	0.9491		
Nonhomestead	423,983,707	401,390,092	68,848,214	470,238,306	463,102,871	1.01541	0.9988		

COMPUTATION OF ADJUSTED BASE PROPORTIONS									
Section III	(P)	(Q)	(R)						
	Current	Current	Adjusted						
	Base	Base	Base						
	Proportions	Proportions	Proportions						
		adjusted for							
		Physical and							
		Quantity Changes							
Class		(P*O)	(Q/sum of Q)						
Homestead	52.89070	53.19856	52.65427						
Nonhomestead	47.10930	47.83515	47.34573						
Total	100.00000	101.03372	100.00000						

Local Adjustments to the Adjusted Base Proportions

The municipality may make certain adjustments to the ABPs.
See Subsection 1903-4(c) of the Real Property Tax Law

City of Newburgh

2021

STEP 1 - Subtract the Adjusted Base Proportion for the Homestead Class from the Current Percentage for the Homestead Class

Current Percentage for Homestead Class
(Part I of form RP-6701)

60.83924

Adjusted Base Proportion for Homestead Class
(column R of form RP-6703)

-

52.65427

Difference

8.18497

STEP 2 - Take the Difference computed in STEP 1 and multiply it by 10%, 20%, 25%, 30%, 40%, 50%, 60%, 70%, 75%, 80%, and 90%. Add this amount to the Homestead Adjusted Base Proportion.

			POSSIBLE TAX SHARES WHICH MAY BE ADOPTED	
Select a Percentage	Amount to be added to Homestead ABP		<u>Homestead</u>	<u>NonHomestead</u>
			52.65427	47.34573
10%	0.81850		53.47276	46.52724
20%	1.63699		54.29126	45.70874
25%	2.04624		54.70051	45.29949
30%	2.45549		55.10976	44.89024
40%	3.27399		55.92826	44.07174
50%	4.09249		56.74675	43.25325
60%	4.91098		57.56525	42.43475
70%	5.72948		58.38375	41.61625
75%	6.13873		58.79300	41.20700
80%	6.54798		59.20225	40.79775
90%	7.36648		60.02074	39.97926
100%	8.18497		60.83924	39.16076

RESOLUTION NO.: _____ - 2021

OF

NOVEMBER 22, 2021

**A RESOLUTION ADOPTING THE BUDGET
FOR THE FISCAL YEAR 2022**

WHEREAS, the City Manager, on October 12, 2021, submitted to the City Council of the City of Newburgh, New York, a detailed estimate, including the “Manager’s Proposed Fiscal Year 2022 Budget” and the “Manager’s Proposed Personnel Analysis Book” of same date, of revenues and expenditures necessary and proper for all municipal activities accounted for in the General, Water, Sewer, Sanitation and Self-Insurance Funds during the fiscal year of 2022; and

WHEREAS, such detailed estimates have been filed in the City Clerk’s Office as required by the Charter of the City of Newburgh so that said estimates may be inspected by anyone interested, and a public hearing was held on November 8, 2021 in reference to said estimates for any item thereof; and

WHEREAS, the Council has made such changes, alteration, corrections and amendments to the said budget as it appears to said Council to be proper, including incorporating such changes as deemed necessary in response to the New York State Office of the State Comptroller’s budget review report _____ dated November ____, 2021; and

NOW, THEREFORE, BE IT RESOLVED, that the Council of the City of Newburgh, New York does hereby approve, determine and adopts the budget for the year 2022 as appears in the annexed “City Council Adopted Fiscal Year 2022 Budget” on November 22, 2021; and

BE IT FURTHER RESOLVED, that the sum of \$22,999,692 be levied and raised on account of City taxes for the year 2022 on all the taxable property in the City of Newburgh according to the valuation of the last assessment roll of said City for State, County and City purposes, being \$_____ for Homestead Properties and \$_____ for Non-Homestead Properties, including special franchise assessments, in accordance with the Real Property Tax Law of the State of New York; and

BE IT FURTHER RESOLVED, that the City Collector is authorized and directed to cause said amount of \$22,999,692 to be extended and apportioned and adjusted on said assessment roll at \$_____ for Homestead Properties and \$_____ for Non-Homestead Properties on every \$1,000 of taxable real property, including special franchise assessments; and

BE IT FURTHER RESOLVED, that the required sewer, water and sanitation fees for the taxable and non-taxable properties for the year 2021 is as set forth in Section 163-1 of the City Code of Ordinances; and

BE IT FURTHER RESOLVED, that the City Collector is authorized and directed to cause any and all amounts reported as omitted taxes to be levied against the real property subject to said omitted taxes and to cause the amounts reported by the City Collector as overdue and unpaid water rents, sewer rents and sanitation user fees, and unpaid charges of property abatement, with the interest and penalties thereon, to be added to the tax levied against the real property for which or in connection with which such water, sewer and sanitation was provided; and

BE IT FURTHER RESOLVED, that said City tax roll shall be delivered to the City Collector on the 3rd day of January 2022, signed by the City Manager and under the seal of the City, directing and commanding said City Collector to receive and collect in the manner provided by the law for the levying and collecting of County taxes by City Collectors, these several amounts in the roll specified as against the persons or property therein mentioned and described, and that said warrant shall direct the City Collector to collect said assessments in four equal installments as follows:

The first installment commencing on the 3rd day of January 2022, and collect up to and including the 4th day of February 2022, without fees, and to add 5% from the 5th day of February 2022, up to and including the 1st day of April 2022.

The second installment commencing on the 1st day of March 2022, and collect up to and including the 5th day of April 2022, without fees, and to add 5% from the 6th day of April 2022, up to and including the 30th day of May 2022.

The third installment commencing on the 1st day of May 2021, and collect up to and including the 6th day of June 2022, without fees, and to add 5% from the 7th day of June 2022, up to and including the 30th day of July, 2022.

The fourth installment commencing on the 1st day of July 2021, and collect up to and including the 5th day of August 2022, without fees, and to add 5% from the 6th day of August 2022, up to and including the 1st day of October, 2022.

In addition, thereto, for all late payments remaining unpaid for ninety (90) days after the first date designated for the collection of same, there shall be added an additional penalty in the amount of 10% per annum computed from said first date of collection; and

BE IT FURTHER RESOLVED, that the amounts, when collected, be deposited daily with the TD Bank, Key Bank of NY, NA, New York Cooperative Liquid Assets Securities System (NYCLASS) or in any of the said banks in compliance with the requirements set forth in the Newburgh Fiscal Recovery Act by said City Comptroller and credited and applied to the several respective funds and accounts as stated in the Adopted Budget for taxes now confirmed and approved by said City Council, including credit balances heretofore appropriated.

RESOLUTION NO.: _____ - 2021

OF

NOVEMBER 22, 2021

**A RESOLUTION AUTHORIZING THE CITY MANAGER
TO EXECUTE AN AGREEMENT WITH CIVICPLUS, LLC
FOR QUALITY-OF-LIFE REPORTING SOFTWARE**

WHEREAS, CivicPlus, LLC offers a software platform for residents to report quality-of-life issues in the City of Newburgh, and for City officials receive and respond to those issues; and

WHEREAS, the cost for the software, services, and training in the first year (2022) is \$12,502.23, and \$12,752.27 in the second year (2023), with such funding being derived from A.1680.453 - Dues and Subscriptions; and

WHEREAS, the City Council finds that entering into such a contract with CivicPlus, LLC for the quality-of-life reporting software platform 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 CivicPlus, LLC, as annexed hereto with such other terms and conditions as may be required by Corporation Counsel, to provide a software platform for residents to report quality-of-life issues in the City of Newburgh.



The English language version of the Terms and Conditions is the authoritative version of the terms. The machine translation is provided for the convenience of the user. Any discrepancy between different language versions should be resolved with the English language version being correct.

Select Language ▼

CivicPlus Terms and Conditions, SeeClickFix Services

These Terms and Conditions, inclusive of the Scope of Work ("the SOW") to which they are inextricably linked (collectively referred to as this "Agreement"), will apply as of the Effective Date (the date of signature specified in the SOW) to the customer signing the SOW ("Customer") in relation to CivicPlus, LLC a Kansas limited liability company, located at 302 S 4th Street, Manhattan, KS 66502 ("CivicPlus") (individually referred to as "Party" and collectively the "Parties"). WHEREAS, the Customer desires that CivicPlus provide certain software services as described in the SOW. WHEREAS, CivicPlus desires to deliver such software services under these terms and conditions.

• A. Term and Termination

1. CivicPlus and the Customer will implement the SeeClickFix services described in the SOW (the "Services") as soon as reasonable. These Terms and Conditions will apply throughout the SOW-specified period following the Effective Date and be automatically renewed on an annual basis each succeeding year (the "Term"), and shall include changes to these Terms and Conditions which may be enacted by CivicPlus alone. Should either Party decide not to extend the term, such Party must notify, in writing, the other Party at least 90 days prior to the end of the current term.
2. Termination for Cause. If either Party fails to perform any of its material obligations under these Terms and Conditions and does not cure such failures within thirty (30) days after being given written notice specifying the nature of the failure, then the non-defaulting Party may, by giving written notice to the other Party, terminate all services as of the date specified in such notice of termination.
3. Upon termination of this Agreement, the licenses granted to Customer by Section D.3, below, will terminate; customer shall cease all use of the CivicPlus Material and the Services listed in the SOW.
4. The following Sections and any payment obligations hereunder shall survive any expiration or termination of service: A(4), D, E, G and H (except H.4).

• B. Invoicing and Payment Terms

1. Invoices for the Services will be sent electronically to the individual/entity designated in the SOW and Contact Sheet provided to Customer, which is to be filled out and submitted by Customer. Customer shall provide accurate, current and complete information of Customer's legal name, address, email address, and phone number, and maintain and promptly update this information if it should change. CivicPlus will email all invoices to the email address designated in the Contact Sheet. Upon request CivicPlus will mail invoices, and Customer will be charged a \$5.00 convenience fee.
2. Payment is due 30 days from date of invoice. Unless otherwise permitted by law, a finance charge of 1.5% per month or \$5.00, whichever is greater, will be added to past due accounts. Payments received will be applied first to finance charges, then to the oldest outstanding invoice(s).
3. If Customer's account exceeds 60 days past due, support will be discontinued until the Customer's account is made current. If the Customer's account exceeds 90 days past due, annual hosting services will be discontinued and the Customer's Services will no longer be active until the Customer's account is made current. Customer will be given 30 days' notice prior to discontinuation of the Services for non-payment.
4. CivicPlus passes through sales tax in those jurisdictions where such tax is required. If the Customer is tax-exempt, the Customer must provide CivicPlus proof of their tax-exempt status, within fifteen (15) days of contract signing, and the fees owned by Customer under this Agreement will not be taxed. If the Customer's state taxation laws change, the Customer will begin to be charged sales tax in accordance with their jurisdiction's tax requirements and CivicPlus has the right to collect payment from the Customer for past due

taxes.

• C. Services of CivicPlus

1. CivicPlus will provide, on a hosted, software-as-a-service basis, access to the Services described in the SOW, via mobile applications, internet, and an embeddable interactive widget for public reporting, alerts on discussing non-emergency issues ("the Software"). Users will be able to interact with the Software and post various content including words, photos and videos ("User Content"). While the content of users of the Software is governed by CivicPlus's published Terms of Use and Privacy Policy, CivicPlus may not be able to control the exact nature of the User Content. CivicPlus reserves the right, not the obligation, to edit User Content. Although CivicPlus may from time to time make enhancements or bug fixes to the Software, it is under no obligation to make any particular modifications, enhancements or bug fixes.
2. *Service Uptime.* CivicPlus shall use all reasonable commercial efforts to ensure that the Service is available 99.9% of the time in any three month period (excluding scheduled maintenance).

• D. Ownership

1. CivicPlus shall be the sole and exclusive owner of any and all software, materials or other original works created by or licensed to CivicPlus prior to the execution of the SOW ("CivicPlus Materials"), including the Software and all Intellectual Property Rights in and to them and their derivative works and improvements (as each of those terms is defined and applied under U.S.C. Title 17 and Title 35, respectively) by whomever developed or created them. No ownership of any CivicPlus Materials including the Software or the Intellectual Property Rights in and to them shall be transferred to the Customer. "Intellectual Property Rights" shall mean any and all proprietary rights or moral rights in any trademarks, copyrights, trade secrets, patents and patent applications, renewals, extensions, continuations, divisions or reissues, in whole or in part, now or hereafter in force, and any foreign counterparts.
2. Customer shall not (i) license, sublicense, sell, resell, reproduce, transfer, assign, distribute or otherwise commercially exploit or make available to any third party any CivicPlus Materials in any way; (ii) modify or make derivative works based upon any CivicPlus Materials; (iii) create internet "links" to the CivicPlus Materials or the Software or "frame" or "mirror" the administrative access to the CivicPlus Materials on any other server or wireless internet-based device; or (iv) reverse engineer or access any CivicPlus Materials in order to (a) build a competitive product or service, (b) build a product using similar ideas, features, functions or graphics of any CivicPlus Materials, or (c) copy any ideas, features, functions or graphics of any CivicPlus Materials.
3. Provided Customer complied with the terms and conditions herein, the SOW, the Terms of Use and Privacy Policy and the license restrictions set forth in Section D.2, CivicPlus hereby grants Customer a limited nontransferable, nonexclusive, license to access and use the CivicPlus Materials associated with any valid and effective SOW, for the Term of the SOW.

• E. Exclusions of Warranties and Limitations of Liability

1. CIVICPLUS MAKES NO, AND HEREBY DISCLAIMS ALL, REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, AT LAW OR IN EQUITY (INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NONINFRINGEMENT) TO CUSTOMER, OR TO ANY OTHER PERSON, WITH RESPECT TO THE SERVICES, SOFTWARE, CIVICPLUS MATERIALS, OR ANY OTHER SERVICES OR MATERIALS PROVIDED HEREUNDER. (I) NEITHER CIVICPLUS NOR THE CUSTOMER SHALL HAVE ANY LIABILITY TO THE OTHER PARTY FOR ANY INDIRECT, SPECIAL, OR CONSEQUENTIAL DAMAGES, UNDER ANY THEORY OF LIABILITY (WHETHER LEGAL OR EQUITABLE), AND (II) IN NO EVENT SHALL THE AGGREGATE LIABILITY OF EITHER PARTY TO THE OTHER PARTY UNDER THESE TERMS AND CONDITIONS EXCEED THE TOTAL AMOUNT OF FEES RECEIVED BY CIVICPLUS FROM THE CUSTOMER FOR THE THREE (3) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH LIABILITY OR \$5,000 WHICHEVER IS LESS.
2. CivicPlus will not be liable for any act, omission, negligence or defect in the quality of service of any underlying carrier, licensor or other third party service provider whose facilities or services are used in furnishing any portion of the Services received by the Customer.

CivicPlus will not be liable for any failure of performance that is caused by or the result of any act or omission by Customer or any entity employed/contracted on the Customer's behalf.

• F. Customer's Responsibilities

1. CivicPlus will provide the Services and manage the Customer data and content in compliance with the [SeeClickFix Data Retention](#)

[Policy](#) and [Terms of Use](#). Customer understands and agrees that it has sole discretion over the solicitation, collection, storage or other use of end-users' personally identifiable information, including sharing with third parties, on any of the Services provided by CivicPlus and CivicPlus discourages the solicitation and collection of any end user personally identifiable information. Customer further understands and agrees that Customer is solely responsible for the use or storage of end-users' personally identifiable information in connection with the Services or the consequences of the solicitation, collection, storage, or other use by the Customer or by any third party of personally identifiable information.

2. To the extent it may apply to any of the Services or deliverables of the SOW, user logins are for designated individuals chosen by Customer ("Users") and cannot be shared or used by more than one User. Customer will be responsible for the confidentiality and use of User's passwords and usernames. Customer will also be responsible for all electronic communications, including those containing business information, account registration, account holder information, financial information, Customer data, and all other data of any kind contained within emails or otherwise entered electronically through the Services, CivicPlus Materials, or under Customer's account. Customer shall use commercially reasonable efforts to prevent unauthorized access to or use of the Services and CivicPlus Materials and shall promptly notify CivicPlus of any unauthorized access or use of the Services and/or CivicPlus Materials and any loss or theft or unauthorized use of any User's password or username and/or personal information.
3. Customer shall comply with all applicable local, state, and federal laws, ordinances, regulations, and conventions in connection with its use of the Services or any CivicPlus Materials.

• G. Arbitration, Governing Law and Venue

1. The Parties agree that except for the right of either party to seek declaratory, injunctive or other equitable relief, or for claims related to a Party's Intellectual Property Rights, any dispute or controversy arising out of or in connection with these Terms and Conditions shall be referred to arbitration for final and binding resolution. Either Party to these Terms and Conditions may initiate arbitration of the dispute by the filing of an application for resolution by one arbitrator appointed by and in accordance with the rules of the American Arbitration Association. The arbitration shall be conducted in the city and state in which the non-filing Party is located. The award in the arbitration shall be final, binding and non-appealable. The award may be entered as a final, non-appealable judgment in any court having jurisdiction. Each Party specifically agrees and acknowledges that this Section G is a material term of these Terms and Conditions and acknowledges that it would not enter into these Terms and Conditions in the absence of this Section G. Each Party warrants and represents to the other party that this Section G is valid and enforceable and the other party will incur damages if such representation is false.
2. The laws of United States and the State of Kansas shall govern these Terms and Conditions, without regard to conflicts of laws principles. Each Party hereby submits to the jurisdiction of the State of Kansas and federal courts located in the State of Kansas.

• H. General

1. Independent Contractor Relationship. CivicPlus is acting as an independent contractor under these Terms and Conditions and nothing in these Terms and Conditions shall be deemed or construed to create the relationship of partnership, joint venture or employer-employee between the Parties. Neither Party has, and shall not hold itself out as having, any authority to enter into any contract or create any obligation or liability on behalf of, in the name of, or binding upon the other Party.
2. Force Majeure. No Party shall have any liability to the other hereunder by reason of delay or failure to perform any obligation or covenant if the delay or failure to perform is due to any cause beyond the control of such Party, including without limitation, catastrophic storm, fire, casualty, unanticipated work stoppage, strike, lockout, labor dispute, civic disturbance, riot, war, national emergency, act of public enemy, or other cause beyond the control of the non-performing Party.
3. Any notice to be given hereunder to any other Party, including any notice of a change of address, shall be in writing and shall be deemed validly given if (i) delivered personally or (ii) sent by express delivery service, registered or certified mail, postage prepaid, return receipt requested or (iii) sent by email, as follows: If to CivicPlus: CivicPlus, LLC, Attn: Contract Administrator to accounting@civicplus.com, with an email response confirming receipt by CivicPlus. If to Customer: as addressed in the SOW. All such notices shall be deemed given on the date of actual receipt by the addressee if delivered personally, on the date of deposit with the express delivery service or the postal authorities if sent in either such manner, on the date the facsimile or email is sent if sent in such manner, and on the date of actual receipt by the addressee if delivered in any other manner.
4. The Parties agree that the Parties may reference the other Party as a client or vendor, including using the Customer name, service marks, licenses, trademarks, logos, sales and marketing materials, and website. Any reference to the CivicPlus Software or its

features will be accompanied by a reference that it is provided by CivicPlus.

5. Amendment or Waiver. No amendment or modification of these Terms and Conditions by the Customer shall be valid, unless in writing and signed by both Parties.
6. Headings and Captions. The headings and captions of these Terms and Conditions are included for convenience only and shall not be considered in construction of the provisions hereof.
7. If any provision of these Terms and Conditions shall be determined to be invalid or unenforceable, such invalidity or unenforceability shall not affect the remainder of these Terms and Conditions, which shall be construed as if such invalid or unenforceable provision had never been a part of these Terms and Conditions but in a manner so as to carry out as nearly as possible the Parties' original intent.
8. The Contract may be executed simultaneously in several counterparts, each of which shall be deemed an original but which together shall constitute one and the same instrument.
9. Entire Contract. These Terms and Conditions, inclusive of the SOW to which they are inextricably linked, the published Terms of Use and Privacy Policy constitute the entire agreement between the Parties regarding the subject matter hereof and supersedes any letters of intent, memorandums of understanding, confidentiality agreements, and other contracts and communications, oral or written, between the Parties regarding such subject matter.
10. CivicPlus may assign these Terms and Conditions, and then notify the Customer within 30 days thereof.
11. Authorized Signor. Each person signing this Agreement represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Agreement. Each Party represents and warrants to the other that the execution and delivery of the Agreement and the performance of such Party's obligations hereunder have been duly authorized and that the Agreement is a valid and legal agreement binding on such Party and enforceable in accordance with its terms.

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Master Service Agreement and Statement of Work

Addendum

THIS Master Services Agreement and Statement of Work Addendum ("Addendum") hereby sets forth the (i) additional terms and conditions applicable to the Master Services Agreement, found at: <https://legal.seeclickfix.com/terms-and-conditions-cp/> , and/or Statement of Work ("Agreements") and/or (ii) amendments to specific provisions of the terms and conditions which exist in the Agreements (collectively, the "Special Terms"), as described below, as agreed upon by CivicPlus and Newburgh, NY. The Special Terms shall be deemed to amend, modify, supplement, replace and/or supersede (as applicable) any inconsistent provisions of the Agreements, to the extent of the inconsistency.

ALL TERMS AND CONDITIONS OF THE AGREEMENTS NOT EXPRESSLY MODIFIED HEREIN SHALL REMAIN IN FULL FORCE AND EFFECT.

Capitalized terms used and not defined herein shall have the meanings assigned to them in the Agreements (to which this Addendum is attached and incorporated).

1. ADDITIONAL TERMS

2. AMENDMENTS

The terms and conditions of the Agreement are hereby amended as follows:

Document Section	and	Amended Language
MSA § A.1		CivicPlus and the Customer will implement the SeeClickFix services described in the SOW (the "Services") as soon as reasonable. These Terms and Conditions will apply throughout the SOW-specified period following the Effective Date and be automatically renewed on an annual basis each succeeding year (the "Term"). Should either Party decide not to extend the term, such Party must notify, in writing, the other Party at least 30 days prior to the end of the current term.
MSA § B.2		Payment is due 45 days from date of invoice. Unless otherwise permitted by law, a finance charge of 1.5% per month or \$5.00, whichever is greater, will be added to past due accounts. Payments received will be applied first to finance charges, then to the oldest outstanding invoice(s).
MSA § G.1		The Parties will use reasonable efforts to resolve any dispute between them in good faith prior to initiating legal action.
MSA § G.2		The laws of United States and the State of New York shall govern these Terms and Conditions, without regard to conflicts of laws principles. Each Party hereby submits to the jurisdiction of the State of New York and federal courts located in the State of New York.
MSA § H.3		Any notice to be given hereunder to any other Party, including any notice of a change of address, shall be in writing and shall be deemed validly given if (i) delivered personally or (ii) sent by express delivery service, registered or certified mail, postage prepaid, return receipt requested or (iii) sent by email, as follows: If to CivicPlus: CivicPlus, LLC, Attn: Contract Administrator to accounting@civicplus.com, with an email response confirming receipt by CivicPlus. If to Customer: as addressed in the SOW, with additional copies to: City Clerk, City of Newburgh 83 Broadway, 1st Floor Newburgh, NY 12550 Office of the Corporation Counsel City of Newburgh 83 Broadway, 2nd Floor Newburgh, NY 12550.

**Addendum to the Agreements by and between CivicPlus, LLC and Newburgh, NY**

All such notices shall be deemed given on the date of actual receipt by the addressee if delivered personally, on the date of deposit with the express delivery service or the postal authorities if sent in either such manner, on the date the facsimile or email is sent if sent in such manner, and on the date of actual receipt by the addressee if delivered in any other manner.

Acceptance

IN WITNESS WHEREOF, the Parties have caused this Addendum to be executed by their duly authorized representatives as of the dates below.

Client**CivicPlus**

By:

By:

Name:

Name:

Title:

Title:

Date:

Date:



Prepared for:

Prepared by:

Alex Webb
alex.webb@civicplus.com

Issue Date:

9/28/2021

Pricing Expires:

10/31/2021

Product Name	DESCRIPTION	QTY	TOTAL
SeeClickFix Request	Unlimited gov user licenses for service request management tool to intake citizen submissions via mobile app. Assign requests internally, resolve issues and measure request performance.	1.00	USD 8,002.23
Marketplace App Annual	Marketplace App Annual	1.00	USD 4,500.00
Request Import	Import of up to 25,000 requests, includes one batch import to resolve errors, a second import on test environment, and a final import in production. Data must adhere to SCF specifications. Additional batch imports after these 3 will incur additional cost.	1.00	USD 0.00
SeeClickFix Account Config	SeeClickFix Account Configuration	1.00	USD 0.00
SeeClickFix Virtual Training	SeeClickFix Virtual Training	1.00	USD 0.00
TOTAL:			USD 12,502.23

List Price - Year 1 Total	USD 30,282.74
Total Investment - Year 1	USD 12,502.23
Annual Recurring Costs - Year 2	USD 12,752.27

*Annual Recurring Costs are subject to 2% annual technology uplift beginning in year 2 of service.

Total Days of Quote:365

1. This Statement of Work ("SOW") shall be subject to the terms and conditions of the CivicPlus Master Services Agreement located at <https://legal.seeclickfix.com/terms-and-conditions-cp/> ("MSA"), to which this SOW is hereby attached as the SeeClickFix Statement of Work. By signing this SOW, Client expressly agrees to the terms and conditions of the MSA throughout the Term of this SOW.

2. This SOW shall remain in effect for an initial term equal to 365 days from the date of signing ("Initial Term"). In the event that neither party gives 90 days' notice to terminate prior to the end of the Initial Term or any subsequent Renewal Term, this SOW will automatically renew for an additional 1-year renewal term ("Renewal Term"). The Initial Term and all Renewal Terms are collectively referred to as the "Term".

3. The Total Investment - Year 1 (the sum of the One Time Costs and the Recurring Costs) will be invoiced at signing of this SOW. Client will pay all invoices within 30 days of the date of invoice.

4. Renewal Term Annual Recurring Costs shall be invoiced on the start date of each Renewal Term.

5. Client agrees to use the CivicService SeeClickFix service (the "Service") in ways that conform to all applicable laws and regulations, including, without limitation, the Telephone Consumer Protection Act (if Client uses "Conversations"). Client agrees not to make any attempt to gain unauthorized access to any of CivicPlus' systems or networks. Client agrees that CivicPlus shall not be responsible or liable for the content of messages created by Client, or by those who access Service, or otherwise delivered by Service on behalf of Client.

6. CivicPlus does not own any data, information, or material that Client, or its constituents, submit to the Service in the course of using the Service ("Client Data"). Client, not CivicPlus, shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property ownership or right to use of all Client Data, and CivicPlus shall not be responsible or liable for the deletion, correction, destruction, damage, loss or failure to store any Client Data. CivicPlus reserves the right to withhold, remove and/or discard Client Data without notice for any breach, including, without limitation, Client's non-payment. Upon termination for cause, Client's right to access or use Client Data immediately ceases, and CivicPlus shall have no obligation to maintain or forward any Client Data.

7. If the "Conversations" line item is included in this SOW above, the following terms shall apply: The text message (SMS/ MMS) comes with unlimited lines and up to 25,000 messages per month. If text usage exceeds the set usage amounts included herein, additional text will be invoiced to the Client at \$0.01 per message in arrears at the end of the then-current term in which the additional charges are incurred. In the event Client exceeds the set usage amounts herein, CivicPlus will provide Client with report that displays such excess usage with the invoice. CivicPlus will use its best efforts to notify the Client in the event Client exceeds the usage amounts in any month.

Acceptance

The undersigned has read and agrees to the following Terms and Conditions, which are incorporated into this SOW, and have caused this SOW to be executed as of the date signed by the Customer which will be the Effective Date: [https:// legal.seeclickfix.com/terms-and-conditions-cp/](https://legal.seeclickfix.com/terms-and-conditions-cp/)

Client

CivicPlus

By:

By:

Name:

Name:

Title:

Title:

Date:

Date:

Contact Information

*all documents must be returned: Master Service Agreement, Statement of Work, and Contact Information Sheet.

Organization

URL

Street Address

Address 2

City

State

Postal Code

CivicPlus provides telephone support for all trained clients from 7am –7pm Central Time, Monday-Friday (excluding holidays).
Emergency Support is provided on a 24/7/365 basis for representatives named by the Client. Client is responsible for
ensuring CivicPlus has current updates.

Emergency Contact & Mobile Phone

Emergency Contact & Mobile Phone

Emergency Contact & Mobile Phone

Billing Contact

E-Mail

Phone

Ext.

Fax

Billing Address

Address 2

City

State

Postal Code

Tax ID #

Sales Tax Exempt #

Billing Terms

Account Rep

Info Required on Invoice (PO or Job #)

Are you utilizing any external funding for your project (ex. FEMA, CARES): Y [] or N []

Please list all external sources:

Contract Contact

Email

Phone

Ext.

Fax

Project Contact

Email

Phone

Ext.

Fax

RESOLUTION NO.: _____-2021

OF

NOVEMBER 22, 2021

**A RESOLUTION AUTHORIZING THE EXECUTION OF A RELEASE OF
RESTRICTIVE COVENANTS AND RIGHT OF RE-ENTRY FROM A DEED
ISSUED TO VIP PARTNERS, LLC TO THE PREMISES KNOWN AS
105 WILLIAM STREET (SECTION 45, BLOCK 1, LOT 12)**

WHEREAS, on April 23, 2018, the City of Newburgh conveyed property located at 105 William Street, being more accurately described on the official Tax Map of the City of Newburgh as Section 45, Block 1, Lot 12, to VIP Partners, LLC; and

WHEREAS, the managing member of the company, Alvin Moonesar, 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 105 William Street, Section 45, Block 1, Lot 12 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 23, 2018, from THE CITY OF NEWBURGH to VIP PARTNERS, LLC, recorded in the Orange County Clerk's Office on April 26, 2018, in Liber 14394 of Deeds at Page 1366 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: _____
Todd Venning, 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 TODD VENNING, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted; executed the instrument.

RESOLUTION NO.: _____-2021

OF

NOVEMBER 22, 2021

**A RESOLUTION AUTHORIZING THE EXECUTION OF A RELEASE OF
RESTRICTIVE COVENANTS AND RIGHT OF RE-ENTRY FROM A REPLACEMENT
DEED ISSUED TO JEAN S. POLYCARPE AND MARIE M. POLYCARPE TO THE
PREMISES KNOWN AS 180 RENWICK STREET (SECTION 45, BLOCK 15, LOT 9)**

WHEREAS, on December 9, 2009, the City of Newburgh issued a deed for property located at 180 Renwick Street, being more accurately described on the official Tax Map of the City of Newburgh as Section 45, Block 15, Lot 9, to Jean S. Polycarpe and Marie M. Polycarpe; and

WHEREAS, the current owner of the property, Roanoke Properties NY Inc. (by Moshe Lefkowitz, President) 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 180 Renwick Street, Section 45, Block 15, Lot 9 on the Official Tax Map of the City of Newburgh, from those restrictive covenants numbered 1, 2, 3, 4, and 5 in deed dated December 9, 2009, from THE CITY OF NEWBURGH to JEAN S. POLYCARPE AND MARIE M. POLYCARPE, recorded in the Orange County Clerk's Office on December 22, 2009, in Liber 12943 of Deeds at Page 1470 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: _____
Todd Venning, 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 TODD VENNING, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted; executed the instrument.

RESOLUTION NO.: _____ - 2021

OF

NOVEMBER 22, 2021

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO
A LICENSE AGREEMENT RENEWAL WITH THE NEWBURGH PRESERVATION
ASSOCIATION TO ALLOW CONTINUED ACCESS TO OLD TOWN CEMETERY**

WHEREAS, The City of Newburgh owns certain property located at 215 Grand Street, Newburgh, NY, more accurately described as Section 12, Block 1, Lot 12 on the official tax map of the City of Newburgh, and also known as Old Town Cemetery; and

WHEREAS, by Resolution No. 133-2017 of May 22, 2017, the City Council of the City of Newburgh authorized the City Manager to enter into a license agreement with The Newburgh Preservation Association, Inc. to allow access to City owned property known as the Old Town Cemetery located at 215 Grand Street, Newburgh, NY for the purpose of repairs, maintenance and improvements to the Old Town Cemetery in connection with a Veterans Day Project and to conduct educational tours for the students attending public or private schools within the City of Newburgh at no cost to the City; and

WHEREAS, by its terms, the license agreement is set to expire on December 31, 2021 and The Newburgh Preservation Association has advised that they will continue to perform maintenance and repair work and educational activities and the City Council of the City of Newburgh finds that permitting continued access for this purpose is in the best interests of the City of Newburgh;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to enter into an amended license agreement, in substantially the same form annexed hereto with such other terms and conditions acceptable to the Corporation Counsel, with The Newburgh Preservation Association, Inc. to allow access to City owned property known as the Old Town Cemetery located at 215 Grand Street, Newburgh, NY for the purpose of continuing repairs, maintenance, improvements and educational activities in the Old Town Cemetery.

LICENSE AGREEMENT

This Agreement, made this _____ day of _____, two thousand and twenty-one, by and between the CITY OF NEWBURGH, a municipal corporation organized and existing under the laws of the State of New York with offices at 83 Broadway, City Hall, Newburgh, New York 12550 as "LICENSOR," and THE NEWBURGH PRESERVATION ASSOCIATION, INC., a not-for-profit corporation, organized under the laws of the State of New York and having its principal office for the transaction of business at P.O. Box 206, Newburgh, New York 12551 as "LICENSEE";

WITNESSETH THAT:

Licensee desires the license or privilege of gaining access to and performing work upon the premises of Licensor on behalf of itself and its employees, agents, volunteers and contractors known as Old Town Cemetery, 215 Grand Street, Newburgh, NY, and more accurately described as Section 12, Block 1, Lot 12 on the official tax map of the City of Newburgh.

AND WHEREAS, Licensor is willing to give said license or privilege on the following terms and conditions:

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and conditions hereinafter contained, it is hereby agreed as follows:

First: Licensor hereby gives to Licensee and Licensee's employees, agents, volunteers and contractors, upon the conditions hereinafter stated, the license or privilege of entering upon Licensor's property located at Old Town Cemetery, 215 Grand Street, in the City of Newburgh, New York, and taking thereupon such vehicles, equipment, tools, machinery and other materials as may be necessary, for the following work: continued repair and maintenance to the Robinson Mausoleum; repair and cleaning of the existing tombstones; repair of the fence surrounding the cemetery; general cleaning of the grounds; removal of graffiti; and conducting educational classes related to preservation of tombstones and historical masonry and classes related to individuals buried in the cemetery, both classes being for students attending public or private schools within the City of Newburgh. The term "work" shall not include grass mowing, shoveling, or normal upkeep of the property historically performed by the Licensor.

Second: Licensee shall perform said work on the premises in a manner satisfactory to Licensor. All work and improvements shall be deemed satisfactory to Licensor unless written notice of unsatisfactory work and improvements is delivered to Licensee before December 31st of the year the work is performed.

Third: Licensee agrees to do such work in such manner as will comply fully with the provisions of any laws, ordinances or other lawful authority obtaining any and all permits required thereby.

Fourth: Licenser acknowledges that the enhancements, improvements and repairs to the subject property shall inure to the benefit of both parties, and shall be satisfactory, adequate and sufficient consideration for the License granted hereunder.

Fifth: During the term of this Agreement, the parties mutually agree to release and indemnify each other for all claims, damages or expenses resulting from said party's own negligence. It is hereby acknowledged that Licenser is a self-insured municipality. All contracts by which Licensee retains consultants and/or contractors to perform these tasks, the consultants and/or contractors shall post evidence of and shall maintain throughout the term of such contracts public liability insurance naming the Licenser as additional insured under insurance coverage concerning the performance of the tasks referenced herein.

Sixth: This Agreement and the license or privilege, as well as all liability of the parties hereto, hereby given shall expire and terminate on December 31, 2026, and the restoration of the property to a clean and orderly state and in the same condition as existed prior to the granting of this license, normal wear and tear excepted.

Seventh: Licensee shall be required to apply to the Licenser for permits to assemble for educational groups, tours, and or events organized by the Licensee in accordance with Chapter 110 of the City of Newburgh Code of Ordinances. However, this Agreement acts as a waiver of any application fees and insurance requirements in connection with said applications.

Eighth: It is understood and agreed that no vested right in said premises is hereby granted or conveyed from either party to the other, and that the privileges hereby given are subject to any and all encumbrances, conditions, restrictions and reservations upon or under which the parties held said premises prior to the granting of this license.

Ninth: Without limitation to the general provisions of this Agreement, it is understood and agreed that said improvements shall be installed in substantially the location and position shown in the attachments hereto, and in accordance with details and specifications as set forth on maps or plans hereto attached and hereby made a part hereof.

The remainder of this page intentionally left blank.

[Signature page to follow]

WITNESSETH:

THE CITY OF NEWBURGH

LICENSOR

By: _____
Todd Venning, City Manager
Per Resolution No. -2021

NEWBURGH PRESERVATION ASSOCIATION

LICENSEE

By: _____
Thomas Dodd
Executive Officer

Approved as to Form:

JANICE GASTON
City Comptroller

Approved as to Form:

MICHELLE KELSON
Corporation Counsel

RESOLUTION NO.: _____ - 2021

OF

NOVEMBER 22, 2021

**A RESOLUTION ADOPTING THE CITY OF NEWBURGH
GRANT APPLICATION POLICY AND PROCEDURE AS AMENDED**

WHEREAS, by Resolution No. 108-2014 of April 28, 2014, the City Council of the City of Newburgh adopted a Grant Application Policy and Procedure; and

WHEREAS, by Resolution No. 93-2020 of April 13, 2020, the City Council of the City of Newburgh adopted a Grant Application Policy and Procedure as amended to ensure compliance with Federal grant regulations; and

WHEREAS, the City Council has reviewed additional revisions recommended by the City Comptroller to the Grant Application Policy and Procedure which will require all grant applications to substantiate the source of matching funds and in-kind services before submission and finds that adopting the revised policy is in the best interest of the City of Newburgh;

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

BE IT FURTHER RESOLVED, that this Policy, as amended, shall take effect on December 1, 2021.

RESOLUTION NO.: _____ - 2021

OF

NOVEMBER 22, 2021

**A RESOLUTION AUTHORIZING THE CITY MANAGER
TO ENTER INTO AGREEMENTS WITH DOMINESHA GARTH AND
PHILIPPE HALABURDA FOR LOGO DESIGN FOR
THE NEWBURGH ARTS AND CULTURAL COMMISSION**

WHEREAS, the City of Newburgh Arts and Cultural Commission (“NACC”) advertised a “call for artists” in April 2021 for logo design for the NACC and for NACC-sponsored events in the City of Newburgh; and

WHEREAS, the NACC evaluated artist submissions at its regular meetings; and

WHEREAS, the NACC recommends Dominesha Garth and Philippe Halaburda to the City Council as artists to design said logos; and

WHEREAS, this Council has determined that engaging the services of Dominesha Garth and Philippe Halaburda for the purpose of logo design for the NACC and for NACC-sponsored events in the City of Newburgh is in the best interests of the City of Newburgh;

NOW, THEREFORE, BE IT RESOLVED, that the Council of the City of Newburgh, New York hereby authorizes the City Manager to enter into agreements in a form substantially similar to the agreements annexed hereto, with such other terms and conditions as Corporation Counsel may require, with Dominesha Garth and Philippe Halaburda for the purpose of logo design for the NACC and for NACC-sponsored events in the City of Newburgh.

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 natural person residing 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 by no later than December 31, 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. VENDOR SHALL submit to the CITY an itemized invoice for SERVICES rendered during the event as otherwise set forth in Schedule A, and prepared _____ in _____ such

form and supported by such documents as the CITY may reasonably require. The CITY will pay the proper amounts due VENDOR within sixty (60) days after receipt of a CITY Claimant's Certification form, and if the Claimant's Certification form is objectionable, will notify VENDOR, in writing, of the CITY'S reasons for objecting to all or any portion of the invoice submitted by VENDOR.

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

ARTICLE 4. EXECUTORY CLAUSE

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

ARTICLE 5. PROCUREMENT OF AGREEMENT

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

CITY relies upon such representations and warranties in the execution hereof.

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

ARTICLE 6. CONFLICT OF INTEREST

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

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

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

ARTICLE 7. FAIR PRACTICES

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

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

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

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

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

ARTICLE 8. INDEPENDENT CONTRACTOR

In performing the SERVICES and/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

Not applicable.

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. VENDORS 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: _____
Todd Venning
City Manager
Per Resolution No.

BY: _____
Name:

DATE: _____

DATE: _____

[Schedule A to follow]

SCHEDULE A

SCOPE OF SERVICES AND FEES AND EXPENSES

Logo Design for City of Newburgh Arts and Cultural Commission \$300.00

All logo designs, sketches, drawings, or other information (collectively, the “Work Product”) developed in whole or in part in connection with the Services shall be the exclusive property of the City into perpetuity.

DRAFT

RESOLUTION NO.: _____ - 2021

OF

NOVEMBER 22, 2021

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO APPLY FOR
AND ACCEPT IF AWARDED
A GREENWAY CONSERVANCY FOR THE HUDSON RIVER VALLEY
TRAIL PROGRAM GRANT FROM THE HUDSON RIVER VALLEY GREENWAY
IN AN AMOUNT NOT TO EXCEED \$10,000.00 FOR A BIKE TRAIL
FROM THE NEWBURGH-BEACON BRIDGE TO DOWNTOWN NEWBURGH**

WHEREAS, the City of Newburgh Transportation Advisory Committee has requested that the City of Newburgh apply for a Greenway Conservancy for the Hudson River Valley Trail Program Grant from the Hudson River Valley Greenway to fund the planning and community engagement of a bike trail from the Newburgh-Beacon Bridge to Downtown Newburgh; and

WHEREAS, the grant application requires an approved municipal board resolution authorizing the grant application which may be submitted within 48 hours of the municipal board's meeting date if such meeting date is after the grant application deadline; and

WHEREAS the City is applying for a grant award in the amount of \$10,000.00 with a match to be derived from in-kind City services; and

WHEREAS, if awarded, the funding will be used to plan and design a dedicated bike trail from the Newburgh-Beacon Bridge to downtown Newburgh; and

WHEREAS, this Council has determined that making such application is in the best interests of the City of Newburgh and its further development;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to apply for and accept if awarded a Greenway Conservancy for the Hudson River Valley Trail Program Grant from the Hudson River Valley Greenway in the amount of \$10,000.00 with a City-match of in-kind services to fund planning and community engagement of a bike trail from the Newburgh-Beacon Bridge to Downtown Newburgh; 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 project funded thereby.

RESOLUTION NO.: _____ - 2021

OF

NOVEMBER 22, 2021

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO ACCEPT
AN AWARD OF A SFY 2021-2022 NEW YORK STATE
DIVISION OF CRIMINAL JUSTICE SERVICES GRANT
IN THE AMOUNT OF \$30,000.00 TO CONDUCT A GUN BUYBACK PROGRAM
BY THE CITY OF NEWBURGH POLICE DEPARTMENT**

WHEREAS, the City of Newburgh Police Department was awarded a SFY 2021-2022 New York State Division of Criminal Justice Services grant in the amount of \$30,000.00 to conduct a gun buyback program; and

WHEREAS, such grant funding requires no City match; and

WHEREAS, this Council has determined that accepting such grant award 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 an award of a SFY 2021-2022 New York State Division of Criminal Justice Services grant in the amount of \$30,000.00 to conduct a gun buyback program by the City of Newburgh Police Department; 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 program funded thereby.



Division of Criminal Justice Services

KATHY HOCHUL
Governor

MICHAEL C. GREEN
Executive Deputy Commissioner

JEFFREY P. BENDER
Deputy Commissioner

Grant Award Notice

Grantee/Contractor: City of Newburgh Police Department	Date: 10/18/2021
Program Name: Gun Buyback Program	Award Amount¹: \$30,000
Contact Name: Kevin Lahar, Officer-in-Charge	Contract Materials Return Date: Within 30 days of receipt of this award notice
Email: klahar@cityofnewburgh-ny.gov	SFS # 1000002290
Grants Gateway Contract #: DCJ01-T00382GG-1090000	Application/Document Info. #: DCJ01-LG20-2020-00195
Period of Performance: - TBD	
Additional Information: Funds will be used to support a gun buyback program in an effort to reduce gun violence.	

<u>Contract Questions</u>
Lindsey Levandoski Program Representative NYS Division of Criminal Justice Services Office of Program Development and Funding (518) 485-7684 or lindsey.levandoski@dcjs.ny.gov

Congratulations on your award! DCJS looks forward to working with you on this important project.

¹Award is contingent upon the approval by the NYS Division of Budget and execution of the grant contract by the NYS Office of the State Comptroller.



HELENE E. WEINSTEIN
Chair

STATE OF NEW YORK
THE ASSEMBLY
WAYS & MEANS COMMITTEE
ROOM 409 CAPITOL BUILDING

ALBANY 12248
(518) 455-4026

RECEIVED

BLAKE G. WASHINGTON
Secretary

JUL 14 2021

July 9, 2021

Finance Office

Ms. Nicole Schepisi
Public Safety Grants Representative
Office of Program Development & Funding
New York State Division of Criminal Justice Services
80 Swan Street
Albany, NY 12210

Dear Ms. Schepisi:

Attached are the Legislative Initiative Forms for State Fiscal Year 2021-22 items appropriated within the enacted State Budget pursuant to Chapter 53 of the Laws of 2021, (page 86, lines 12-32). These forms contain the information necessary to initiate the contract process with the grant recipients, and should facilitate a timely review of these initiatives by your Agency. The Legislature's intent is to process these contracts through the Division of Criminal Justice Services for the respective grant recipients.

Please do not hesitate to contact me if you have any questions about the materials. I can be reached at (518) 455-4050. If issues or problems arise as you move through the contracting process, it is important that you contact me so that we can work together to resolve them as quickly as possible.

Thank you in advance for your assistance with this process, and I look forward to working with you throughout the year.

Sincerely,

Victor E. Franco, Jr.
Principal Deputy Budget Director

VEF/jmc
Attachments

SFY 2021-2022 LEGISLATIVE INITIATIVE FORM

DIVISION OF CRIMINAL JUSTICE SERVICES

112TH PRECINCT COMMUNITY COUNCIL CORP.	\$10,000
BACK TO BASICS OUTREACH MINISTRIES, INC.	\$10,000
BAILEY'S CAFE, INC.	\$10,000
BRONX COUNCIL ON THE ARTS INCORPORATED, THE	\$20,000
BROOKLYN ASIAN CIVILIAN OBSERVATION PATROL, INC.	\$20,000
BROOKLYN LEGAL SERVICES CORPORATION A	\$50,000
CENTER FOR COURT INNOVATION - SAVE OUR STREETS, BRONX	\$25,000
CENTRAL BROOKLYN ECONOMIC DEVELOPMENT CORPORATION	\$45,000
CITY OF NEWBURGH POLICE DEPARTMENT	\$30,000
CITY OF POUGHKEEPSIE POLICE DEPARTMENT	\$30,000
CITY OF RENSSELAER POLICE DEPARTMENT	\$25,000
CITY OF ROME	\$20,000
CITY OF SYRACUSE	\$25,000
CITY OF UTICA	\$20,000
COMMUNITY MEDIATION SERVICES	\$25,000
EAST FLATBUSH VILLAGE, INC.	\$30,000
EAST FLATBUSH VILLAGE, INC.	\$50,000
EAST FLATBUSH VILLAGE, INC.	\$150,000
FRIENDS OF ISLAND ACADEMY INC.	\$20,000
FUND FOR THE CITY OF NEW YORK, INC.	\$15,000
GETTING OUT AND STAYING OUT, INC. (GOSO)	\$50,000
HARLEM MOTHERS STOP ANOTHER VIOLENT END, INC.	\$10,000
LINK ARTS CENTER, LLC	\$15,000
MAN UP!, INC.	\$50,000
MANHATTAN LEGAL SERVICES	\$30,000
MECHANICVILLE AREA COMMUNITY SERVICES CENTER, INC.	\$20,000
NEIGHBORHOOD DEFENDER SERVICES, INC.	\$10,000
NETWORK SUPPORT SERVICES, INCORPORATED	\$49,000
NEW IMMIGRANT COMMUNITY EMPOWERMENT, INC.	\$30,000
NEW YORK CITY HEALTH AND HOSPITALS CORPORATION - JACOBI HOSPITAL	\$45,000
NEW YORK CITY HOUSING AUTHORITY	\$20,000
NEW YORK CITY POLICE DEPARTMENT	\$80,000
NEW YORK CITY POLICE DEPARTMENT	\$120,000
NEW YORK CITY POLICE DEPARTMENT	\$30,000
NYPD 70TH PRECINCT	\$25,000
OFFICE OF THE DISTRICT ATTORNEY - RICHMOND COUNTY	\$10,000
ORCHARD PARK POLICE DEPARTMENT	\$20,000
PORT WASHINGTON POLICE DISTRICT	\$25,000
QUEENS JEWISH COMMUNITY COUNCIL, INC.	\$15,625
QUEENS LAW ASSOCIATES NOT-FOR-PROFIT. CORPORATON	\$18,000
RECOVERY HOUSES OF ROCHESTER, INC.	\$30,000
SHELTERING ARMS CHILDREN AND FAMILY SERVICES, INC.	\$10,000
SMART-SAFER MONROE AREA REENTRY TEAM	\$15,000
TOWN OF FRANKFORT	\$15,000
TOWN OF LANCASTER	\$15,000
TOWN OF PENDLETON	\$25,000
TOWN OF WATERFORD	\$25,000
UNITED BLACK MEN OF QUEENS COUNTY, INC., THE	\$25,000
VILLAGE OF FREEPORT	\$80,000
VILLAGE OF GREEN ISLAND	\$25,000
VILLAGE OF TUCKAHOE	\$26,000
W.A.R.M., INC.	\$10,000
WEST SENECA POLICE DEPARTMENT	\$20,000
YONKERS POLICE DEPARTMENT	\$100,000

RECEIVED

JUL 14 2021

NYS DCJS - OPDF

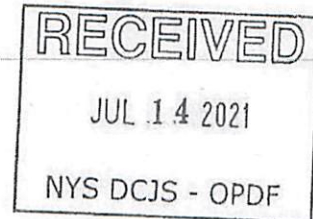
DIVISION OF CRIMINAL JUSTICE SERVICES [54 Records]

\$1,723,625

SFY 2021-2022 LEGISLATIVE INITIATIVE FORM

Legal Name, Address, and Telephone Number:

CITY OF NEWBURGH POLICE DEPARTMENT
55 BROADWAY
NEWBURGH, NY 12550
(845) 561-3131



Project Title:

GUN BUYBACK PROGRAM

Amount of Legislative Initiatives Funded for SFY 2021-2022:

\$30,000

Purpose of Project:

FUNDS WILL BE USED TO SUPPORT A GUN BUYBACK PROGRAM IN AN
EFFORT TO REDUCE GUN VIOLENCE.

Project Director:

LT. KEVIN LAHAR
KLAHAR@CITYOFNEWBURGH-NY.GOV

Name of Administering State Agency:

DIVISION OF CRIMINAL JUSTICE SERVICES

SFY 2021-2022 LEGISLATIVE INITIATIVE FORM

\$0

\$0

SFY 2021-2022 Total [54 Records]

\$1,723,625

RECEIVED

JUL 14 2021

NYS DCJS - OPDF

RESOLUTION NO.: _____ - 2021

OF

NOVEMBER 22, 2021

**A RESOLUTION ADOPTING THE OF NEWBURGH
PANDEMIC OPERATIONS PLAN**

WHEREAS, the City has developed the City of Newburgh Pandemic Operations Plan as required by to New York State Labor Law Section 27-c; and

WHEREAS, the adoption of the City of Newburgh Pandemic Operations Plan 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, to adopt City of Newburgh Pandemic Operations Plan and that the City Manager is authorized to take all reasonable and necessary action to distribute, implement and administer said City of Newburgh Pandemic Operations Plan.

**City of Newburgh
Orange County, New York**

**Operation Plan for Public Health
Emergency**



Promulgation

This plan is being attached as an appendix to the existing Emergency Preparedness Plan for the City of Newburgh and has been developed in accordance with the amended New York State Labor Law section 27-c and New York State Education Law paragraphs k and l of subdivision 2 of section 2801-a (as amended by section 1 of part B of chapter 56 of the laws of 2016), as applicable.

No content of this plan is intended to impede, infringe, diminish, or impair the rights of us or our valued employees under any law, rule, regulation, or collectively negotiated agreement, or the rights and benefits which accrue to employees through collective bargaining agreements, or otherwise diminish the integrity of the existing collective bargaining relationship.

This plan has been approved in accordance with requirements applicable to the agency, jurisdiction, authority, or district, as represented by the signature of the authorized individual below.

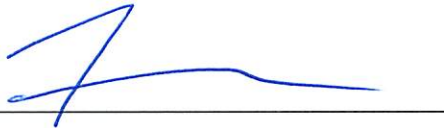
As the authorized official of City of Newburgh, I hereby attest that this plan has been developed, approved, and placed in full effect in accordance with S8617B/A10832 which amends New York State Labor Law section 27-c and New York State Education Law paragraphs k and l of subdivision 2 of section 2801-a (as amended by section 1 of part B of chapter 56 of the laws of 2016), as applicable, to address public health emergency planning requirements.

Signed on this day: 10/28/2021

By: Todd Venning

Title: City Manager

Signature: _____



Record of Changes

Date of Change	Description of Change	Implemented by
11/16/20	Draft Plan Version I	J. Donat
3/10/21	Draft Plan Version II	J. Donat
10/26/21	Draft Plan Version III [Final]	T. Venning

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Purpose, Scope, Situation Overview, and Assumptions

Purpose

This plan has been developed in accordance with the amended New York State Labor Law section 27-c and New York State Education Law paragraphs k and l of subdivision 2 of section 2801-a (as amended by section 1 of part B of chapter 56 of the laws of 2016), as applicable. These laws were amended by the passing of legislation S8617B/A10832 signed by the Governor of New York State on September 7, 2020, requires public employers to adopt a plan for operations in the event of a declared public health emergency involving a communicable disease. The plan includes the identification of essential positions, facilitation of remote work for non-essential positions, provision of personal protective equipment, and protocols for supporting contact tracing.

Scope

This plan was developed exclusively for and is applicable to City of Newburgh. This plan is pertinent to a declared public health emergency in the State of New York which may impact our operations; and it is in the interest of the safety of our employees and contractors, and the continuity of our operations that we have promulgated this plan. As such, the plan has been attached as an appendix to our existing Emergency Preparedness Plan and will be utilized by the City of Newburgh Incident Management Team.

Situation Overview

On March 11, 2020 the World Health Organization declared a pandemic for the novel coronavirus which causes the COVID-19 severe acute respiratory syndrome. This plan has been developed in accordance with amended laws to support continued resilience for a continuation of the spread of this disease or for other infectious diseases which may emerge and cause a declaration of a public health emergency.

The health and safety of our employees and contractors is crucial to maintaining our mission essential operations. We encourage all employees and contractors to use [CDC Guidance for Keeping Workplaces, Schools, Homes, and Commercial Establishments Safe](#). The fundamentals of reducing the spread of infection include:

- Using hand sanitizer and washing hands with soap and water frequently, including:
 - After using the restroom
 - After returning from a public outing
 - After touching/disposing of garbage
 - After using public computers, touching public tables, and countertops, etc.
- Practice social distancing when possible
- If you are feeling ill or have a fever, notify your supervisor immediately and go home
- If you start to experience coughing or sneezing, step away from people and food, cough or sneeze into the crook of your arm or a tissue, the latter of which should be disposed of immediately
- Clean and disinfect workstations at the beginning, middle, and end of each shift
- Other guidance which may be published by the CDC, the New York State Department of Health, or the Orange County Department of Health.

Planning Assumptions

This plan was developed based on information, best practices, and guidance available as of the date of publication. The plan was developed to largely reflect the circumstances of the current Coronavirus pandemic but may also be applicable to other infectious disease outbreaks.

The following assumptions have been made in the development of this plan:

- The health and safety of our employees and contractors, and their families, is of utmost importance
- The circumstances of a public health emergency may directly impact our own operations
- Impacts of a public health emergency will take time for us to respond to, with appropriate safety measures put into place and adjustments made to operations to maximize safety
- The public and our constituency expects us to maintain a level of mission essential operations
- Resource support from other jurisdictions may be limited based upon the level of impact the public health emergency has upon them
- Supply chains, particularly those for personal protective equipment (PPE) and cleaning supplies, may be heavily impacted, resulting in considerable delays in procurement
- The operations of other entities, including the private sector (vendors, contractors, etc.), non-profit organizations, and other governmental agencies and services may also be impacted due to the public health emergency, causing delays or other disruptions in their services
- Emergency measures and operational changes may need to be adjusted based upon the specific circumstances and impacts of the public health emergency, as well as guidance and direction from public health officials and the governor
- Per S8617B/A10832, ‘essential employee’ is defined as a public employee or contractor that is required to be physically present at a work site to perform their job
- Per S8617B/A10832, ‘non-essential employee’ is defined as a public employee or contractor that is not required to be physically present at a work site to perform their job.

Concept of Operations

The Newburgh City Manager, their designee, or their successor holds the authority to execute and direct the implementation of this plan. Implementation, monitoring of operations, and adjustments to plan implementation may be supported by additional personnel, at the discretion of the City Manager.

Upon the determination of implementing this plan, all employees and contractors of the City of Newburgh shall be notified by phone and/or email as necessary, with details provided as possible and necessary, with additional information and updates provided on a regular basis. Residents, business owners, and other community stakeholders will be notified of pertinent operational changes by way of emails, Code Red, social media platforms and/or the City website. Other interested parties, such as vendors, will be notified by phone and/or email as necessary. The City Manager will maintain communications with the public and constituents as needed throughout the implementation of this plan.

Essential Function	Description	Priority
City Manager	Manage critical operations and functions city-wide.	1
Corporation Counsel	Oversee broad and complex legal functions of City government. Serve as Chief Legal Officer and legal advisor for City.	1
Police Department	Maintain the public safety of all residents, including protecting people and property.	1
Fire Department	Maintain fire protection of the City, including overseeing contractual obligations for the City's contractual EMS service providers.	1
Department of Public Works	Maintain all city streets and public property., Maintain operation and maintenance of the Sewer Distribution System.	1
Sanitation Department	Manage garbage and recycling.	1
Water Department	Maintain and operate the City's Water Filtration Plant, Water Distribution system, and source water reservoirs.	1
Engineering Department	Responsible for overseeing contract operations and maintenance of the City's Waste Water Treatment Plant. City Engineer serves as the Stormwater Management Officer (SMO). Operates CCTV equipment for evaluation of underground infrastructure. Provides for planning, design and oversight of City capital projects. Provides direction and oversight as necessary on emergency contractor repairs to infrastructure. Provides assistance with environmental regulatory compliance. Provides technical assistance to other departments as necessary on infrastructure related issues. Maintains the City's sewer telemetry infrastructure.	1
Building/Codes Department	Responsible for review of permit applications and plans for building permits, certificate of occupancy, Code Enforcement, rental and vacant registry, plumbing inspections, serves as floodplain administrator and ADA Coordinator.	1
Finance Department	Responsible for Budget preparation, Banking and segregation of funds, Payroll, Purchasing and Accounts Payable, Collection and Accounts Receivable, and Audit. Manages Assessor, Collector and Information Systems.	1
Human Resource Department	Responsible for all of the personnel functions.	1
City Clerk	Maintain and receive all official records of the City and issues licenses.	1
Information Technology	Provide all hardware and software for the City's Computer operations. Maintain the City's network and phone system. Distribute equipment for off-site or alternative workers.	1
Planning and Development	Manage consistency with Long-Term Plans, provide assistance with environmental and other regulatory compliance, and manage surplus City-owned properties. Manage Federal Disaster programs that come through HUD. Assist with liaison with the Community. Assist with liaison with other local governments and with State and Federal partners. Assist with liaison with social service and critical care partners. Assist with GIS and mapping.	1

The Newburgh City Manager, their designee, or their successor will maintain awareness of information, direction, and guidance from public health officials and the Governor's office, directing the implementation of changes as necessary.

Upon resolution of the public health emergency, the Newburgh City Manager, their designee, or their successor will direct the resumption of normal operations or operations with modifications as necessary.

Mission Essential Functions

When confronting events that disrupt normal operations, the City of Newburgh is committed to ensuring that essential functions will be continued even under the most challenging circumstances.

Essential functions are those functions that enable an organization to:

1. Maintain the safety of employees, contractors, and our constituency
2. Provide vital services
3. Provide services required by law
4. Sustain quality operations
5. Uphold the core values of the City of Newburgh

The City of Newburgh has identified as critical only those priority functions that are required or are necessary to provide vital services. During activation of this plan, all other activities may be suspended to enable the organization to concentrate on providing the critical functions and building the internal capabilities necessary to increase and eventually restore operations. Appropriate communications with employees, contractors, our constituents, and other stakeholders will be an ongoing priority.

Essential functions are prioritized according to:

- The time criticality of each essential function
- Interdependency of a one function to others
- The recovery sequence of essential functions and their vital processes

Priority 1 identifies the most essential of functions, with priority 4 identifying functions that are essential, but least among them.

The mission essential functions for City of Newburgh have been identified as:

Secondary Function	Description	Priority
City Manager		2-4
Corporation Counsel		2-4
Police Department		2-4
Fire Department		2-4
Department of Public Works		2-4
Water Department		2-4
Engineering Department		2-4
Building/Codes Department		2-4
Finance Department		2-4
Human Resource Department		2-4

Recreation Department	Communicate status of programs and services available to the community. Maintain cleanliness of outdoor recreation facilities.	2-4
City Clerk		2-4
Information Technology		2-4
Planning and Development	Prepare and maintain long-term plans for the City. Manage development projects. Manage the Land Use Boards. Manage and implement policies around housing, transportation, sustainability, and business development. Manage the CDBG program. Manage the Film Office.	2-4

Essential Positions

Each essential function identified above requires certain positions on-site to effectively operate. The table below identifies the positions or titles that are essential to be staffed on-site for the continued operation of each essential function. Note that while some functions and associated personnel may be essential, some of these can be conducted remotely and do not need to be identified in this section.

All Department Heads are deemed essential, unless deemed otherwise. In addition, a department may be deemed essential or non-essential pursuant to the time of year/season.

Essential Function	Essential Positions/Titles	Justification for Each
City Manager	• All Employees	Essential for the maintenance of the City.
Information Technology	• Information Systems Manager	IT provides support in setting up hardware and software, network management, remote workings, and help desk support.
Police Department	• All Employees	Essential for the maintenance of public safety.
Fire Department	• All Employees	Essential for the maintenance of public safety.
Department of Public Works	• All Employees	Essential for providing vital services and maintaining health and safety in City.
Water Department	• All Employees	Essential for providing vital services and maintaining health and safety in City.
Engineering Department	• City Engineer	Essential to oversee contract operations and maintenance at WWTP and for providing vital services to maintain health and safety in City. Support staff work remotely.
Waste Water Treatment Plant	• All Employees	Essential for providing vital services and maintaining health and safety in City (Contract operator).
Codes Department	• All Employees	Essential to the enforcement of the building code and code enforcement.
Finance Department	• Comptroller	Essential status as senior staff. May include Assistant Comptroller, Assessor, and or Collector as needed. Support staff work remotely.
Human Resource Department	• Director	Essential status as senior staff. Support staff work remotely.
Corporation Counsel	• Corporation Counsel	Essential status as senior staff. May include Assistant Corporation counsel or secretaries as desired by corporation counsel. Otherwise, support staff work remotely.

Planning and Development	• Director	Essential status as senior staff. Support staff work remotely.
City Clerk	• Department Head	Essential status as senior staff. Support staff work remotely.
Recreation Department	• Director	Essential status as senior staff. Support staff are essential as needed by the director to perform essential maintenance.

Reducing Risk Through Remote Work and Staggered Shifts

Through assigning certain staff to work remotely and by staggering work shifts, we can decrease crowding and density at work sites and on public transportation

Remote Work Protocols

Non-essential employees and contractors able to accomplish their functions remotely will be enabled to do so at the greatest extent possible. Working remotely requires:

1. Identification of staff who will work remotely
2. Approval and assignment of remote work
3. Equipping staff for remote work, which may include:
 - a. Internet capable laptop
 - b. Necessary peripherals
 - c. Necessary hotspots or internet connections
 - d. Access to VPN and/or secure network drives
 - e. Access to software and databases necessary to perform their duties
 - f. A solution for telephone communications
 - i. Note that phone lines may need to be forwarded to off-site staff

The City of Newburgh has already implemented the protocols and personnel list of working remote. In coordination with the IT Manager and Department Heads, the City has already implemented a successful work-from-home policy during the COVID-19 Pandemic. The final determination on remote status for each employee is made by City Manager, based upon a detailed request made by the applicable Department Head.

Upgrades are being implemented with a new SCADA System at the Water Filtration Plant which will allow process monitoring from remote locations. Water Department staff are still required to be present to monitor operations, take samples, make physical adjustments to processes, and perform maintenance.

Upgrades have been implemented with a new SCADA System at the Wastewater Treatment Plant which allow process monitoring from remote locations. Wastewater Treatment Plant staff are still required to be present to monitor operations, take samples, make physical adjustments to processes, and perform maintenance.

Staggered Shifts

Implementing staggered shifts may be possible for personnel performing duties which are necessary to be performed on-site but perhaps less sensitive to being accomplished only within core business hours. Wherever possible, management will identify opportunities for staff to work outside core business hours as a strategy of limiting exposure. Regardless of changes in start and end times of shifts, City of Newburgh will ensure that employees are provided with their typical or contracted minimum work hours per week. Staggering shifts requires:

1. Identification of positions for which work hours will be staggered
2. Approval and assignment of changed work hours

On-Site Relocation

On-site relocation to empty offices, conference rooms, or other large spaces may be possible for personnel performing duties which are necessary to be performed on-site. Wherever possible, management will identify opportunities for staff to work in alternative on-site locations as a strategy of limiting exposure. On-site relocation requires:

1. Identification of underutilized rooms and spaces
2. Approval and assignment of changed locations
3. Relocation of equipment

Personal Protective Equipment

The use of personal protective equipment (PPE) to reduce the spread of infectious disease is important to supporting the health and safety of our employees and contractors. PPE which may be needed can include:

- Masks
- Face shields
- Gloves
- Disposable gowns and aprons
- Hand Sanitizer
- Hand Soap
- Disinfectant Wipes and Surface Sprays
- Fogging, fumigation, or electrostatic sprays Ultraviolet disinfectant machines
- Digital Thermometers

Note that while cleaning supplies are not PPE, there is a related need for cleaning supplies used to sanitize surfaces, as well as hand soap and hand sanitizer. The Coronavirus pandemic demonstrated that supply chains were not able to keep up with increased demand for these products early in the pandemic. As such, we are including these supplies in this section as they are pertinent to protecting the health and safety of our employees and contractors.

Protocols for providing PPE include the following:

1. Identification of need for PPE based upon job duties and work location
2. Procurement of PPE
 - a. As specified in the amended law, public employers must be able to provide at least two pieces of each required type of PPE to each essential employee and contractor during any given work shift for at least six months
 - b. Public employers must be able to mitigate supply chain disruptions to meet this requirement
3. Storage of, access to, and monitoring of PPE stock
 - a. PPE must be stored in a manner which will prevent degradation
 - b. Employees and contractors must have immediate access to PPE in the event of an emergency
 - c. The supply of PPE must be monitored to ensure integrity and to track usage rates

The City has implemented a central storage and purchase protocols within the Highway Department of Public Works. The City installed large locking metal storage containers at the Department of Public Works facility at 88 Pierces Road, and has been gathering and stock piling all of the above PPE in this facility. The City may also store PPE at the Carter Street Building.

City of Newburgh

Operation Plan Public Health Emergencies

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The City has provided at least one digital thermometer per building.

The City has been able to foster a number of local relationships with suppliers of PPE and should work to continue these relationships. Specifically, local distilleries have proven able to provide alcohol-based cleaning agents immediately. Local apparel manufacturers have been able to produce medical grade masks beginning approximately 3 months after the start of the emergency, and local plastics manufacturers have been able to produce face shields beginning approximately 3 months after the start of the emergency.

The Superintendent of Public Works is responsible for monitoring and maintaining the stock of PPE. The City has well over 8 weeks of PPE on hand. The Department of Public Works has been provided with annual budget lines to maintain this supply. Department Heads are responsible for requesting adequate PPE for their staff and distributing the PPE to on-site workers as needed. All request should be routed through the Executive Office. The Executive Office will liaise with Public Works for delivery to the respective department.

If the City is provided funds for the purchase of PPE for the General Public, through FEMA, HUD Disaster Funding, or other program, that PPE should be purchased and stored in a separate secured location that is outside of High Hazard Areas, is staff 24/7, and has operation Back-up Power Supply.

Staff Exposures, Cleaning, and Disinfection

Staff Exposures

Staff exposures are organized under several categories based upon the type of exposure and presence of symptoms. Following CDC and NYS DOH guidelines, we have established the following protocols:

- A. If employees or contractors are exposed to a known case of communicable disease that is the subject of the public health emergency (defined as a 'close contact' with someone who is confirmed infected, which is a prolonged presence within six feet with that person):
 1. Potentially exposed employees or contractors who do not have symptoms should remain at home or in a comparable setting and practice social distancing for the lesser of 14 days or other current CDC/public health guidance for the communicable disease in question.
 - a. As possible, these employees will be permitted to work remotely during this period of time if they are not ill.
 - b. The Department Head and Director of Human Resources must be notified. The department head is responsible for ensuring these protocols are followed.
 - c. See the section titled Documentation of Work Hours and Locations for additional information on contact tracing.
 2. If CDC or State/ County Health Department guidelines allow, critical essential employees may be permitted to continue work following potential exposure, provided they remain symptom-free and additional precautions are taken to protect them, other employees and contractors, and our constituency/public.
 - a. Additional precautions will include the requirement of the subject employee or contractor, as well as others working in their proximity, to wear appropriate PPE at all times to limit the potential of transmission.
 - b. In-person interactions with the subject employee or contractor will be limited as much as possible.

- c. Work areas in which the subject employee or contractor are present will be disinfected according to current CDC/public health protocol at least every hour, as practical. See the section on Cleaning and Disinfection for additional information on that subject.
 - d. If at any time they exhibit symptoms, refer to item B below.
 - e. The Director of Human Resources must be notified and the department head is responsible for ensuring these protocols are followed.
- B. If an employee or contractor exhibits symptoms of the communicable disease that is the subject of the public health emergency:
 - 1. Employees and contractors who exhibit symptoms in the workplace should be immediately separated from other employees, customers, and visitors. They should immediately be sent home with a recommendation to contact their physician.
 - 2. Employees and contractors who exhibit symptoms outside of work should notify their supervisor and stay home, with a recommendation to contact their physician.
 - 3. Employees should not return to work until they have met the criteria to discontinue home isolation per CDC/public health guidance and have consulted with a healthcare provider.
 - 4. The City of Newburgh will not require sick employees to provide a negative test result for the disease in question or healthcare provider's note to validate their illness, qualify for sick leave, or return to work; unless there is a recommendation from the CDC/public health officials to do so.
 - 5. CDC criteria for COVID-19 provides that persons exhibiting symptoms may return to work if at least 24 hours have passed since the last instance of fever without the use of fever-reducing medications. If the disease in question is other than COVID-19, CDC and other public guidance shall be referenced.
 - 6. The Director of Human Resources must be notified and the department head is responsible for ensuring these protocols are followed.
- C. If an employee or contractor has tested positive for the communicable disease that is the subject of the public health emergency:
 - 1. Apply the steps identified in item B, above, as applicable.
 - 2. Areas occupied for prolonged periods of time by the subject employee or contractor will be closed off.
 - a. CDC guidance for COVID-19 indicates that a period of 24 hours is ideally given before cleaning, disinfecting, and reoccupation of those spaces will take place. If this time period is not possible, a period of as long as possible will be given. CDC/public health guidance for the disease in question will be followed.
 - b. All City Buildings should be cleaned and disinfected daily, Equipment for this process will be allocated in the PPE central Cache.
 - c. Any common areas entered, surfaces touched, or equipment used shall be cleaned and disinfected immediately.
 - d. See the section on Cleaning and Disinfection for additional information on that subject.
 - 3. Identification of potential employee and contractor exposures will be conducted
 - a. If an employee or contractor is confirmed to have the disease in question, Director of Human Resources or their designee should inform all contacts of their possible exposure. Confidentiality shall be maintained as required by the Americans with Disabilities Act (ADA).

- b. Apply the steps identified in item A, above, as applicable, for all potentially exposed personnel.
4. The Director of Human Resources must be notified and the department head is responsible for ensuring these protocols are followed.

We recognize there may be nuances or complexities associated with potential exposures, close contacts, symptomatic persons, and those testing positive. We will follow CDC/public health recommendations and requirements and coordinate with our local public health office for additional guidance and support as needed.

Cleaning and Disinfecting

CDC/public health guidelines will be followed for cleaning and disinfection of surfaces/areas. Present guidance for routine cleaning during a public health emergency includes:

1. As possible, employees and contractors will clean their own workspaces in the beginning, middle, and end of their shifts, at a minimum.
 - a. High traffic/high touch areas and areas which are accessible to the public/constituents will be disinfected at least hourly.
 - b. The Cleaner and Motor Equipment Operators will be responsible for cleaning common areas, and the frequency of such.
2. Staff tasked with cleaning and disinfecting areas will be issued and required to wear PPE appropriate to the task.
3. All City Buildings should be fogged with proper cleaning disinfectant daily.
4. Soiled surfaces will be cleaned with soap and water before being disinfected.
5. Surfaces will be disinfected with products that meet EPA criteria for use against the virus in question and which are appropriate for that surface.
6. Staff will follow instructions of cleaning products to ensure safe and effective use of the products.

Employee and Contractor Leave

Public health emergencies are extenuating and unanticipated circumstances in which the City of Newburgh is committed to reducing the burden on our employees. This protocol may be altered based upon changes in law or regulation, as applicable.

Any mandated leave policies required under New York State or federal law will be communicated to, and extended to City employees. In addition, employees will be permitted to utilize any contractual leave time consistent with the employee's collective bargaining agreement or terms and conditions of employment.

Additional leave provisions may be implemented by the City of Newburgh if required by any federal, state, or local government including but not limited to federal and state laws, regulations, executive orders, and other potential sources. The City of Newburgh certifies that this protocol and the implementation of such protocol shall not violate any existing federal, state, or local law, including regarding sick leave or health information privacy.

Documentation of Work Hours and Locations

In a public health emergency, it may be necessary to document work hours and locations of each employee and contractor to support contact tracing efforts. Identification of locations shall include on-site work, off-site visits. This information may be used by the City of Newburgh to support contact tracing within the organization and may be shared with local public health officials.

Housing for Essential Employees

There are circumstances within a public health emergency when it may be prudent to have essential employees lodged in such a manner which will help prevent the spread of the subject communicable disease to protect these employees from potential exposures, thus helping to ensure their health and safety and the continuity of the City of Newburgh essential operations.

If such a need arises, the City of Newburgh will coordinate, identify and arrange for these housing needs. Several locations within the City could be converted to meet this need should it arise.

Each Department Head is responsible for coordinating this, with the assistance from the City Manager.

ORDINANCE NO.: _____ - 2021

OF

_____, 2021

**AN ORDINANCE AMENDING CHAPTER 72 ENTITLED
“POLICE COMMUNITY RELATIONS AND REVIEW BOARD”
OF THE CODE OF THE CITY OF NEWBURGH**

BE IT ORDAINED, by the Council of the City of Newburgh, New York that Chapter 72, entitled “Police Community Relations and Review Board,” of the Code of Ordinances of the City of Newburgh be and is hereby amended to read as follows:

SECTION 1. Amendment

§ 72-1 Findings and purpose.

A. The City Council of the City of Newburgh finds that it is in the public interest of the citizens of the City of Newburgh have an effective forum to improve the relationship between the community and the City of Newburgh Police Department through the exchange of ideas and discussion of problems within the City relating to crime and crime prevention and other law enforcement objectives.

B. The City Council further finds that it is important to have a method by which City residents can make requests for law enforcement related services.

C. The City Council further finds that an effective program to improve the relationship between the community and the City of Newburgh Police Department requires an independent authority to review the conduct of law enforcement officials.

D. The purpose of Chapter 72 of the City Code of Ordinances is to create an independent, non-exclusive body to review complaints of misconduct by members of the City of Newburgh Police Department. The goals of this Chapter are to improve the communication between the City of Newburgh Police Department and the community, to increase police accountability and credibility with the public and to create a fair and impartial complaint process.

§ 72-2 Definitions.

For purposes of this Chapter, the following words and phrases shall have the meaning described in this section:

CHIEF – The Police Chief of the City of Newburgh Police Department.

COMMISSIONER – The Police Commissioner of the City of Newburgh Police Department.

COMPLAINT – A written statement concerning police conduct which is submitted to the Police Community Relations and Review Board or filed directly with the City of Newburgh Police Department.

IMMEDIATE FAMILY – spouse, domestic partner, child, step-child, mother, father, mother-in-law, father-in-law, grandparent.

MEDIATION – a structured dispute resolution process in which a neutral third party assists the disputants to reach a negotiated settlement of their differences.

OFFICER – sworn member of the City of Newburgh Police Department.

PCRRB – Police Community Relations and Review Board.

~~PROFESSIONAL STANDARDS~~ – ~~Administrative Lieutenant of the City of Newburgh Police Department~~

§ 72-3 Composition, appointment, removal and vacancy.

A. There is hereby established a Police Community Relations and Review Board comprised of seven members.

B. Appointment to the PCRRB shall be made as follows:

1. One member from each of the four wards shall be appointed by the Council member elected from each ward.
2. Three members shall be appointed by the City Council and the City Council shall designate one such member as the Chair of the PCRRB.
3. If a Council member fails or refuses to appoint a member to the PCRRB under Section 72-3(B)(1) and a vacancy exists for more than sixty days from the date the notice of vacancy is provided to the City Council by the PCRRB Chair, then the City Council as a whole may make such appointment.
4. When a PCRRB vacancy has existed for at least 60 days from the date the notice of vacancy is provided to the City Council by PCRRB Chair and the City Council has not acted to make an appointment to fill such vacancy, the PCRRB, by a simple majority, shall have the right to nominate person(s) for review and appointment by the City Council.

C. Terms.

1. Members shall be appointed for three year terms.
2. No member of the PCRRB shall serve for a period which exceeds two full consecutive terms; provided, however, that a member may be considered for reappointment after one year of non-membership.
3. Members shall continue to serve on the PCRRB until their successors are appointed.

§ 72-4 Members.

A. Qualifications of members:

1. Members of the PCRRB shall reside in the City of Newburgh and be at least eighteen years old at the time of appointment.
2. Members of PCRRB shall possess a reputation for fairness, integrity and responsibility and have demonstrated an active interest in public affairs and service.
3. The City Council shall endeavor to reflect the City's diverse community with respect to age, disability, ethnicity, race, gender, sexual orientation, income level and experience in making their appointments.
4. Members of the PCRRB or members of their immediate family shall not be employed by the City of Newburgh Police Department or any local, state or federal law enforcement agency.
5. Members of the PCRRB shall not be members of the immediate family of any incumbent elected official of the City of Newburgh nor have any financial ties with either members of the City of Newburgh Police Department or any incumbent elected official of the City of Newburgh.
6. No practicing attorney or member of his or her firm, or the immediate family of an attorney or member of his or her firm who represents a plaintiff or defendant in a police misconduct lawsuit initiated against the City of Newburgh Police Department, the Police Chief of the City of Newburgh or the Newburgh PBA or a plaintiff or any family member of a plaintiff in such case shall be a member of the PCRRB.

B. Member Responsibilities: PCRRB members shall:

1. Obey all laws respecting individuals' rights of privacy and confidentiality of records.
2. Recuse themselves from participating in the review of any complaint in which they have a personal, professional or financial conflict of interest.
3. Conduct themselves at all times in a manner that will maintain public confidence in the fairness, impartiality, integrity of the PCRRB and refrain from making any prejudicial comments with respect to the PCRRB, complainants or police officers.

§ 72-5 Powers and duties.

- A. Training. The PCRRB shall seek and participate in a broad and independent range of training necessary to pursue the duties and responsibilities of the PCRRB as approved and funded by the City Council.
- B. Meetings and administration.

1. The PCRRB shall adopt and the City Council shall approve, rules and bylaws for the transaction of PCRRB affairs, including the manner of calling and giving notice of special meetings and the appointment and duties of any special committees.
2. The PCRRB shall hold regular monthly business meetings.
3. Four members of the PCRRB shall constitute a quorum. A quorum must be present to conduct business. Four votes shall be required for any action by the PCRRB.
4. The PCRRB shall hold its initial meeting within sixty (60) days after the initial appointments are made. At its initial meeting, the PCRRB shall fix the time and place for its regularly scheduled meetings.
5. The PCRRB may conduct both public and closed meetings as allowed or required by the New York State Public Officers Law, Article 7, known as the Open Meetings Law.
6. PCRRB Administrator.
 - a. The City Manager, in consultation with the PCRRB, shall appoint a PCRRB Administrator. The PCRRB Administrator shall hold the civil service title of Senior Typist consistent with applicable Civil Service laws and regulations and the applicable provisions of this Chapter.
 - b. The PCRRB Administrator, and members of his or her immediate family, shall not be employed by the City of Newburgh Police Department or any local, state or federal law enforcement agency or any other local, state or federal law enforcement agency, and shall not be a member of the immediate family of any incumbent elected official of the City of Newburgh nor have any financial ties with either members of the City of Newburgh Police Department or any incumbent elected official of the City of Newburgh.
 - c. No member of law firm or the immediate family of an attorney or member of his or her firm who represents a plaintiff or defendant in a police misconduct lawsuit initiated against the City of Newburgh Police Department, the Police Chief of the City of Newburgh or the Newburgh PBA or a plaintiff or any family member of a plaintiff in such case shall be eligible for appointment as the PCRRB Administrator.
 - d. The PCRRB Administrator shall be responsible for the administrative work of the PCRRB which shall include but is not limited to:
 - i. Maintaining secure files of the PCRRB records;
 - ii. Managing social media, email, and all other internal and external communications of the PCRRB;
 - iii. Assisting complainants or individuals seeking information about the complaint process or filing of complaints;
 - iv. Scheduling the conduct of investigations, review and mediation of complaints;
 - v. Creating and maintaining forms and processes that may be necessary to document a complaint and subsequent investigation, track the processing and disposition of a complaint, keep regular

working and office hours consistent with other City departments, tracking board membership, terms and notifying the Mayor, Council and City Manager of vacancies, tracking board expenses, and other tasks as needed and consistent with the duly adopted civil service job description.

C. Recommendations, reports.

1. The PCRRB may make recommendations to the City Council and the Police Department regarding law enforcement, crime, crime prevention and improved relations with the community.
2. The PCRRB shall file annual reports with the City Council, City Manager, the Police Commissioner and the Police Chief which contain statistics and summaries of citizen complaints, including a comparison of the PCRRB's findings with the final determination of the City of Newburgh Police Department.

D. Community outreach and education. In addition to regular monthly business meetings, the PCRRB shall hold public meetings in each ward a minimum of once each year for the purposes of inviting and facilitating public discussion between the City of Newburgh Police Department and City residents regarding law enforcement and services, crime and crime prevention and community relations within the City of Newburgh.

E. Filing of complaints. Complaints concerning police conduct shall be filed with the PCRRB and the City of Newburgh Police Department as provided in this subsection.

1. Complaints shall be lodged in writing on the City of Newburgh Citizen Complaint Form as reviewed and approved by the PCRRB for such purpose and shall be signed by the complainant. Complaints shall be filed with the PCRRB at the Executive Office, City Hall, 83 Broadway, Newburgh NY or with the City of Newburgh Police Department, 55 Broadway, Newburgh, NY. Complaint forms shall be printed in English and Spanish and shall be available at the City of Newburgh Police Department, the City Hall Executive Office and the City Clerk's Office.
2. A copy of each complaint filed with the PCRRB shall be forwarded to the City of Newburgh Police Department within five working days of its receipt. A copy of each complaint filed with the City of Newburgh Police Department shall be provided to the PCRRB within five working days of receipt by the Police Department.
3. Complaints shall be filed within six months of the date of the alleged incident giving rise to the complaint. Complaints filed after six months from the date of the alleged incident or filed in a format other than on the City of Newburgh Citizen Complaint Form ~~may~~ shall be returned or the PCRRB may accept and review such complaint upon an affirmative vote of four ~~five~~ members of the PCRRB.

F. Investigation and r~~Review~~ of complaints. Complaints shall be investigated by the Police Commissioner, or upon referral, by the PCRRB for an independent investigation as provided in this subsection. A review ~~The PCRRB shall review the investigations of complaints conducted by the Police Commissioner and/or an independent investigator of a complaint shall proceed as provided in this subsection.~~

1. Investigation of complaints.

- a. The City of Newburgh Police Commissioner~~Chief~~ or his designee will~~shall~~ investigate every complaint filed with the City of Newburgh Police Department except for complaints the PCRRB determines to assign the investigation to an independent investigator. ~~The Chief shall file with the PCRRB quarterly reports on the status of the investigation of each complaint.~~
- b. Investigations by the Police Commissioner. The Police Commissioner~~Chief~~ or his designee shall begin its investigation of each complaint immediately upon receipt of the complaint.
 - i. If the Police Commissioner~~Chief~~ or his designee fails to conclude the investigation within sixty (60) days of the receipt of the complaint, he shall advise the PCRRB in writing of the status of the investigation and the estimated time for the conclusion of the investigation. Thereafter, the Police Commissioner~~Chief~~ or his designee shall advise the PCRRB in writing of the status of the investigation every thirty (30) days until the conclusion of the investigation.
 - ii. The Police Commissioner or his designee shall submit a preliminary report of his findings to the PCRRB at the next regular meeting of the PCRRB after the conclusion of the investigation.
 - iii. After review and deliberation of the preliminary findings of the Police Commissioner, the PCRRB shall:
 1. render its findings pursuant to Section 72-5(F)(2); or
 2. request that the Police Commissioner or his designee conduct further investigation of the complaint; or
 3. obtain additional case-specific information from the Police Commissioner, including but not limited to written materials, audio or video tapes and related documents, and compel the testimony of witnesses and/or documents provided in Section 72-5(F)(1)(d), in order to complete its review and render findings pursuant to Section 72-5(F)(2); or
 4. refer the complaint to mediation as provided in Section 72-6.

- c. Investigations by Independent Investigator. The PCRRB, on the recommendation of Corporation Counsel, may determine to assign an investigation of a complaint to an independent investigator.
- i. The PCRRB will request the Corporation Counsel to refer the complaint to an investigator ~~is dissatisfied with the extent and/or quality of the Chief's investigation, it shall promptly inform the City Council in writing of the specific deficiency of the investigation. In such event, the PCRRB may seek authorization from the City Council to conduct an investigation with the services of an outside independent investigator. The investigator shall be selected on a rotating basis from a panel of investigators comprised of certified investigators, attorneys, retired judges and similarly qualified to conduct the investigation individuals who are approved by the City Council. The use of an outside independent investigator shall be limited to complaints alleging use of excessive force, or civil rights violations, or creates a personal, professional or financial conflict of interest for a City official or employee.~~
 - ii. The independent investigator may request that the PCRRB issue a subpoena as provided in Section 72-5(F)(1)(d) to compel the production of written materials, audio or video tapes and related documents, and/or compel the testimony of witnesses if necessary to complete the investigation.
 - iii. The independent investigator shall submit a report of his findings to the PCRRB at the next regular meeting of the PCRRB after the conclusion of the investigation.
 - iv. After review and deliberation of the preliminary findings of the independent investigator, the PCRRB shall render its findings pursuant to Section 72-5(F)(2).
- d. Subpoenas.
- i. The PCRRB, by majority vote of its members, may authorize the issuance of a subpoena. Such subpoenas may compel the attendance of witnesses and/or persons and require the production of such records and other materials as are necessary for the investigation and review of a complaint including records of the Police Department, other persons, or other agencies. A copy of any subpoena served upon a City of Newburgh police officer shall also be delivered to the Police Commissioner and Police Chief. PCRRB subpoenas are enforceable pursuant to relevant provisions of Article 23 of the New York Civil Practice Law and Rules. The Police Commissioner and Police Chief will use the authority applicable to them by City Charter, law, or regulation to promulgate new general orders or rules or modify existing general orders or rules to ensure compliance by sworn police officers with the PCRRB procedure in accordance with applicable law. City of Newburgh police officers and employees shall be notified of their rights against self-

incrimination under Garrity v. New Jersey, 385 U.S. 493 (1967) before any testimony is given.

- ii. Complainants, witnesses and City of Newburgh police officers subject to an investigation pursuant to subpoena shall have the right to obtain counsel or other representation. City of Newburgh police officers and employees shall be afforded all applicable New York State Civil Service Law Section 75 due process rights.

2. Findings of the PCRRB.

- a. The PCRRB, after review and deliberation of an investigation, shall, by majority vote, make one of the following findings on the complaint:
 - i. Sustained – where the review disclosed sufficient facts to prove the allegations made in the complaint.
 - ii. Not Sustained – where the review fails to disclose sufficient facts to prove or disprove the allegation made in the complaint.
 - iii. Exonerated – where the acts which provide the basis for the complaint occurred but the review shows that such acts were proper.
 - iv. Unfounded – where the review shows that the act or acts complained of did not occur or were misconstrued.
 - v. Ineffective Policy or Training – where the matter does not involve guilt or lack thereof but rather ineffective departmental policy or training to address the situation.
 - vi. No Finding – where the complaint failed to produce information to further the investigation; where the investigation revealed that another agency was responsible and the complaint or complainant has been referred to that agency; where the complainant withdrew the complaint; where the complainant is unable to clarify the complaint; or where the officer is no longer employed by the City.
 - vii. Mediated – where the complaint is resolved by mediation.
- b. If the PCRRB fails to render any finding referenced above within sixty (60) days of its receipt of the preliminary report of the Chief's findings, the complaint file shall be returned to the Chief for disposition of the matter, unless the PCRRB shall advise the Chief, the complainant and the affected officer(s) in writing of the reason for the delay in rendering its finding. In such case, the PCRRB shall provide the Chief, the complainant and the affected officer(s) with monthly updates on the status of the complaint. In any event, if the PCRRB fails to render a finding referenced above within 120 days of its receipt of the preliminary report of the Chief's findings, the complaint file shall be returned to the Chief for disposition of the matter.

§ 72-6 Mediation.

A mediation process shall be established and coordinated by the PCRRB in accordance with this section.

- A. Mediation shall be conducted at no cost to the complainant or officer by highly trained and experienced mediators selected from a list approved by the City Council. The list of mediators shall reflect community diversity. Mediators shall be required to complete an appropriate training curriculum and continuing education on issues related to the interaction between civilians and police officers from the perspective of both the citizen and police officer.
- B. After a complaint is filed under Section 72-5 of this Chapter, the complainant and the officer(s) may at any time in the review process utilize the mediation process herein to resolve the complaint by submitting a written request for mediation to the PCRRB. The mediation process also may be utilized after the complaint is referred to mediation by the PCRRB pursuant to Section 72-5(G)(1)(d) of this Chapter. In either case, the mediation shall proceed as promptly as possible after a request for mediation or a referral to mediation is made. Mediation may proceed only on the agreement of the officer with the approval of the Chief and the agreement of the complainant.
- C. Every reasonable effort shall be made to schedule mediation during an officer's normal working hours.
- D. Mediators shall conduct mediation sessions with officers and complainants at times and places agreed upon by the parties.
- E. In conducting the mediation sessions, the mediators may not impose an outcome on the parties.
- F. Mediation sessions shall be closed to the public. Matters discussed shall be confidential unless both parties agree otherwise as part of a written mediation settlement.
- G. Statements and records disclosed during mediation may not be disclosed or introduced in evidence during any judicial or administrative proceeding and mediators may not be compelled by subpoena to give testimony or produce anything related to the mediation.
- H. The PCRRB and The ~~Commissioner~~Chief will be informed whether the mediation sessions result in a resolution of the dispute. If the mediation sessions do not result in a resolution of the dispute, the PCRRB review process referenced in this Chapter shall continue to conclusion. If the mediation sessions do result in a resolution of the dispute, the PCRRB shall issue a finding of "mediated" and the allegations shall be deleted from the officer's PCRRB history.

§ 72-7 Suspension of proceedings.

Upon the written recommendation of the Corporation Counsel, the City Council may suspend the PCRRB review of any complaint where a separate criminal investigation is underway or where a civil action against the City is underway or pending. Upon the conclusion of such separate proceedings, the PCRRB may resume or undertake its review.

§ 72-8 Construction of chapter.

No report, finding or determination made pursuant to this Chapter shall in any way conflict with or abridge the rights of complainants or officers guaranteed by the United States Constitution, the New York State Constitution or any federal or state law, rule, regulation or administrative order.

§ 72-9 Severability.

If any clause, sentence, paragraph, section or part of this Chapter shall be adjudged by any court of competent jurisdiction to be invalid or otherwise unenforceable, such judgment shall not affect, impair or invalidate the remainder thereof but shall be confined in its operation to the clause, sentence, paragraph, section or part thereof directly involved in the controversy in which such judgment shall have been rendered.

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.

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 _____.