



CITY OF NEWBURGH
COUNCIL MEETING AGENDA
SESION GENERAL DEL CONSEJAL
December 13, 2021
7:00 PM

Mayor/Alcaldesa

1. Moment of Silence / Momento de Silencio
2. Pledge of Allegiance / Juramento a la Alianza

City Clerk:/Secretaria de la Ciudad

3. Roll Call / Lista de Asistencia

Communications/Comunicaciones

4. Approval of the minutes from the City Council meeting of November 22, 2021 / Aprobacion del Acta de la Reunion General del Consejo del 22 de Noviembre de 2021
5. City Manager Update / Gerente de la Ciudad Pone al Dia a la Audiencia de los Planes de Cada Departamento

Presentations/Presentaciones

6. Environmental Justice Fellows - Presentation on the Results of the Tree Survey for the City of Newburgh
Becarios de la Justicia Ambiental - Presentación sobre los resultados del Estudio de Arboles para la Ciudad de Newburgh
7. Presentation by the Industrial Development Agency (IDA) - Austin Dubois
Presentación de la Agencia de Desarrollo Industrial (IDA) - Austin Dubois
8. Certificate of Appreciation to Mary McTamaney
Certificado de Agradecimiento a Mary McTamaney
9. Ceremonial Presentation to Councilmember Karen Mejia
Presentación Ceremonial a la Concejal Karen Mejia

Comments from the public regarding agenda and general matters of City Business/Comentarios del público con respecto a la agenda y sobre asuntos generales de la Ciudad.

Comments from the Council regarding the agenda and general matters of City Business/Comentarios del Consejo con respecto a la agenda y sobre asuntos

City Manager's Report/ Informe del Gerente de la Ciudad

10. Resolution 284 - 2021 - Change Order No.3 with LandVScape Construction Washington Lake Dam Rehabilitation Project

Resolution authorizing the City Manager to execute Change Order No. 3 for a time extension in the LandVscape, Inc. d/b/a Nicky Diggs Excavation construction contract in the Washington Lake Dam Rehabilitation Project.

Resolución que autoriza al Gerente de la Ciudad a ejecutar la Orden de Cambio N° 3 para una extensión de tiempo en el contrato de construcción de la Excavación de LandVscape, Inc. D/b/a Nicky Diggs en el Proyecto de Rehabilitación de la Represa del Lago Washington.

11. Resolution No. 285 - 2021 - Change Order No.4 with LandVScape Construction Washington Lake Dam Rehabilitation Project

Resolution authorizing the City Manager to execute Change Order No. 4 increasing the contract amount from \$988,327.50 to \$1,002,699.91 and for a time extension in the LandVscape, Inc. d/b/a Nicky Diggs Excavation construction contract in the Washington Lake Dam Rehabilitation Project.

Resolución que autoriza al Gerente de la Ciudad a ejecutar la Orden de Cambio No. 4 que aumenta el monto del contrato de \$988,327.50 a \$1,002,699.91 y por una extensión de tiempo en el contrato de construcción de Excavación de LandVscape, Inc. d/b/a Nicky Diggs en el Proyecto de Rehabilitación de la Presa del Lago Washington.

12. Resolution No. 286 -2021 - Change Order No.5 with LandVScape Construction Washington Lake Dam Rehabilitation Project

Resolution authorizing the City Manager to execute Change Order No. 5 decreasing the contract amount from \$1,002,699.91 to \$997,473.55 in the LandVscape, Inc. d/b/a/ Nicky Diggs Excavation construction contract in the Washington Lake Dam Rehabilitation Project.

Resolución que autoriza al Gerente de la Ciudad a ejecutar la Orden de Cambio No. 5 disminuyendo el monto del contrato de \$1,002,699.91 a \$997,473.55 en el contrato de construcción de excavación de LandVscape, Inc. d/b/a/ Nicky Diggs en el Proyecto de Rehabilitación de la Presa del Lago Washington.

13. Resolution No. 287 - 2021 - Proposal with CT Male Associates for Additional Construction Observation Services Washington Lake Dam Rehabilitation Project

Resolution authorizing the City Manager to enter into an agreement C.T. Male Associates, D.P.C. for professional engineering construction administration services in the amount of \$51,948.00 for the Washington Lake Dam Rehabilitation Project.

Resolución que autoriza al Administrador de la Ciudad a celebrar un acuerdo C.T. Male Associates, D.P.C. para servicios profesionales de administración de construcción de ingeniería por un monto de \$51,948.00 para el Proyecto de Rehabilitación de la Presa del Lago Washington.

14. Resolution No. 288 - 2021 - PIN#8761.91 Liberty Street Streetscape Improvements Project Change Order #6 Consorti Brothers Paving and Sealcoating

Resolution authorizing the City Manager to execute Change Order No. 6 for a net increase of the total contract cost from \$698,256.15 to \$761,161.95 in the Consorti Bros. Paving & Sealcoating, Inc. construction contract in the Liberty Street Streetscape Improvements Project

Resolución que autoriza al Administrador de la Ciudad a ejecutar la Orden de Cambio No. 6 por un aumento neto del costo total del contrato de \$ 698,256.15 a \$ 761,161.95 en el contrato de construcción de Consorti Bros. Paving & Sealcoating, Inc. en el Proyecto de Mejoras del Paisaje Urbano de Liberty Street.

15. Resolution No. 289 - 2021 - PIN#8761.91 Liberty Street Streetscape Improvements Project Contract Amendment with Colliers Engineering

Resolution authorizing the City Manager to accept a proposal and execute a contract with Colliers Engineering & Design CT, P.C. f/k/a Maser Consulting, P.A. for additional professional engineering services in the amount of \$134,540.19 in the Liberty Street Streetscape Improvements Project.

Resolución que autoriza al Gerente de la Ciudad a aceptar una propuesta y ejecutar un contrato con Colliers Engineering & Design CT, P.C. f/k/a Maser Consulting, P.A. para servicios profesionales adicionales de ingeniería por un monto de \$134,540.19 en el Proyecto de Mejoras del Paisaje Urbano de Liberty Street.

16. Resolution No. 290 - 2021 - Water Quality Monitoring in the Hudson River Estuary Application to NYSDEC

Resolution authorizing the City Manager to apply to the New York State Department of Environmental Conservation Hudson River Estuary Program for participation in water quality monitoring and additional assessment of streams within the City's drinking watershed.

Resolución que autoriza al Gerente de la Ciudad a solicitar al Departamento de Conservación Ambiental del Estado de Nueva York el Programa del Estuario del Río Hudson para participar en el monitoreo de la calidad del agua y la evaluación adicional de los arroyos dentro de la cuenca de agua potable de la Ciudad.

17. Resolution No. 291 - 2021 - Updated Take-Home Vehicle Policy

Resolution adopting a revised City of Newburgh Vehicle Usage Policy and Procedure for Commuting with a City Owned Take-Home Vehicle.

Resolución que adopta una revision de la Política y Procedimiento de Uso de Vehículos de la Ciudad de Newburgh para Desplazarse con un Vehículo para llevar a Casa propiedad de la Ciudad.

18. Resolution No. 292 - 2021 - DPW & Water Department Vehicles Surplus
Resolution declaring Department of Public Works and Water Department equipment as surplus.

Resolución por la que se declara excedentes el equipamiento del Departamento de Obras Públicas y del Departamento de Aguas.

19. Resolution No. 293 - 2021 - Updated Non-Bargaining Agreement
Resolution to amend and restate the Benefit Plan for Non-Bargaining Unit Employees.

Resolución para enmendar y reformular el Plan de Beneficios para Empleados de Unidades que No Negociantes.

20. Resolution No. 294 - 2021 - Energy Services Contract - electric bid ratification
Resolution to ratify the award of a bid and the execution of a contract with Engie Resources, LLC for electric supply to the City of Newburgh for a two (2) year term at a cost of \$0.07797 per kilowatt hour.

Resolución para ratificar la adjudicación de una licitación y la ejecución de un contrato con Engie Resources, LLC para el suministro eléctrico a la Ciudad de Newburgh por un plazo de dos (2) años a un costo de \$ 0.07797 por kilovatio hora.

21. Resolution No. 295 - 2021 - Securitas addendum
Resolution authorizing the City Manager to enter into a contract amendment with Securitas Security Services USA, Inc. to provide security services for City Hall and 123 Grand Street.

Resolución que autoriza al Administrador de la Ciudad a celebrar una enmienda de contrato con Securitas Security Services USA, Inc. para proporcionar servicios de seguridad para el Ayuntamiento y 123 Grand Street.

22. Resolution No. 296 - 2021 - Proposal for New York by Rail for digital advertising services
Resolution authorizing the City Manager to execute an agreement with New York by Rail for digital advertising services in the amount of \$2,000.00.

Resolución que autoriza al Gerente de la Ciudad a ejecutar un acuerdo con New York by Rail para servicios de publicidad digital por un monto de \$2,000.00

23. Resolution No. 297 - 2021 - Proposal from Outfront Media for digital advertising services

Resolution authorizing the City Manager to execute an agreement with Outfront Media for digital advertising services in the amount of \$2,000.00.

Resolución que autoriza al Gerente de la Ciudad a ejecutar un acuerdo con Outfront Media para servicios de publicidad digital por un monto de \$2,000.00.

24. Resolution No. 298 - 2021 - Purchase of 16 William Street

Resolution to authorize the conveyance of real property known as 16 William Street (Section 35, Block 3, Lot 14) at private sale to Sarah Mekhail a/k/a Sarah Michael for the amount of \$36,000.00.

Resolución para autorizar la traspaso de bienes raices conocidos como 16 William Street (Sección 35, Bloque 3, Lote 14) en una venta privada a Sarah Mekhail a/k/a Sarah Michael por la cantidad de \$36,000.00.

25. Resolution No. 299 - 2021 - Purchase of Omitted Portion of 191 Washington Street

Resolution to authorize the conveyance of vacant real property at private sale to the Board of Education of the Newburgh Enlarged City School District for the amount of \$1.00.

Resolución para autorizar el traspaso de bienes raices vacantes en una venta privada a la Junta de Educación del Distrito Escolar de la Ciudad Ampliada de Newburgh por la cantidad de \$ 1.00.

26. Resolution No. 300 - 2021 - To apply for and accept if awarded a Federal Emergency Management Grant for Damages Related to Hurricane IDA not to exceed \$132,800

Resolution authorizing the City Manager to apply for and accept if awarded a Federal Emergency Management Agency Public Assistance Disaster Relief Program Grant in the maximum amount of \$132,800.00 with a 25% City match.

Resolución que autoriza al Gerente de la Ciudad a solicitar y aceptar si se le otorga una Subvención del Programa de Ayuda en Casos de Desastre de asistencia pública de la Agencia Federal para el Manejo de Emergencias por un monto máximo de \$132,800.00 el cual requiere que la Ciudad iguale los fondos un 25%.

27. Resolution No. 301 - 2021 - to Subscribe to 1 year of Balancing Act for Participatory Budgeting Software for ARPA
Resolution authorizing the City Manager to execute an agreement with Healthy Outcomes, Inc. (d/b/a Balancing Act) for software services to support public outreach and participatory budgeting initiatives related to funding from the American Rescue Plan Act of 2021.

Resolución que autoriza al Gerente de la Ciudad a ejecutar un acuerdo con Healthy Outcomes, Inc. (d / b / a Balancing Act) para servicios de software para apoyar iniciativas de alcance público y presupuesto participativo relacionadas con la financiación de la Ley del Plan de Rescate Americano de 2021.

28. Resolution No. 302 - 2021 - MOA Between Orange County Sheriff and Local and State Police Agencies

Resolution authorizing the City Manager to enter into a Memorandum of Agreement with the Orange County Sheriff's Office for pre-arraignment detention at the Orange County Correctional Facility.

Resolución que autoriza al Gerente de la Ciudad a celebrar un Memorando de Acuerdo con la Oficina del Sheriff del Condado de Orange para la detención previa a la lectura de cargos en el Centro Correccional del Condado de Orange.

29. Resolution No. 303 - 2021 - MOA for Precision Policing Initiative

A resolution approving a Memorandum of Agreement for the City of Newburgh Precision Policing Initiative

Resolucion que aprueba un Memorando de Acuerdo para la Iniciativa Policial Precisa para la Ciudad de Newburgh.

30. Resolution No. 304 - 2021 - Declaring January 6th as Civics Day in the City of Newburgh

Resolution of the City Council of the City of Newburgh declaring January 6th Civics Day in the City of Newburgh, New York.

Resolución del Concejo Municipal de la Ciudad de Newburgh declarando el 6 de enero Día Cívico en la Ciudad de Newburgh, Nueva York

31. Ordinance No. 9 - amending Chapter 163 "Fees" to increase water rates

Ordinance amending Chapter 163 entitled "Fees" of the Code of the City of Newburgh.

Ordenanza que modifica el Capítulo 163 titulado "Tarifas" del Código de la Ciudad de Newburgh.

32. Resolution No. 305 - 2021 - December 23, 2021 work session & December

27, 2021 Council meeting

Resolution of the City Council of the City of Newburgh cancelling the second work session and regular meeting of December 2021.

Resolución del Ayuntamiento de la Ciudad de Newburgh por la que se anula la segunda sesión de trabajo y reunión regular de diciembre de 2021.

33. Resolution No. 306 - 2021 - to Execute a Payment of Claim

Resolution Authorizing the City Manager to execute a payment of claim with Gyenwan Kim in the amount of \$4,000.00

Resolucion que autoriza al Gerente de la Ciudad a ejecutar un pago de reclamo con Gyenwan Kim por el monto de \$4,000.00

Old Business: / Asuntos Pendientes

New Business: / Nuevos Negocios

Final Comments from the City Council/ Comentarios Finales del Ayuntamiento:

Adjournment/ Aplazamiento:

RESOLUTION NO.: 284 - 2021

OF

DECEMBER 13, 2021

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE
CHANGE ORDER NO. 3 FOR A TIME EXTENSION IN THE
LANDVSCAPE, INC. DBA NICKY DIGGS EXCAVATION
CONSTRUCTION CONTRACT IN THE
WASHINGTON LAKE DAM REHABILITATION PROJECT**

WHEREAS, by Resolution No. 220-2020 of September 28, 2020, the City Council of the City of Newburgh awarded a bid for the construction of the Washington Lake Dam Rehabilitation Project to LandVscape, Inc. d/b/a Nicky Diggs Excavation in an amount not to exceed \$988,327.50; and

WHEREAS, field conditions necessitated a design change to improve the long term durability of the spillway surface, resulting in the need for a time extension from August 31, 2021 to September 15, 2021 and requires a change order to the contract; the same being in the best interests of the City of Newburgh; and

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the City Manager be and he hereby is authorized to execute Change Order No. 3 to extend the time of the contract from August 31, 2021 to September 15, 2021 in connection with the LandVscape, Inc. d/b/a Nicky Diggs Excavation construction contract for the Washington Lake Dam Rehabilitation Project.

RESOLUTION NO.: 285 - 2021

OF

DECEMBER 13, 2021

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE
CHANGE ORDER NO. 4 INCREASING THE CONTRACT AMOUNT
FROM \$988,327.50 TO \$1,002,699.91 AND FOR A TIME EXTENSION IN THE
LANDVSCAPE, INC. DBA NICKY DIGGS EXCAVATION
CONSTRUCTION CONTRACT IN THE
WASHINGTON LAKE DAM REHABILITATION PROJECT**

WHEREAS, by Resolution No. 220-2020 of September 28, 2020, the City Council of the City of Newburgh awarded a bid for the construction of the Washington Lake Dam Rehabilitation Project (the "Project") to LandVscape, Inc. d/b/a Nicky Diggs Excavation in an amount not to exceed \$988,327.50; and

WHEREAS, the City requested additional work to replace deficient concrete found in the apron area upstream of the dam weir resulting an increase the total cost of the Project of \$14,372.41 to a total contract price of \$1,002,699.91 and time extension of 30 days; and

WHEREAS, funding for the additional work in the Project in the amount of \$14,372.41 shall be derived from HF1.8320.0200.8111.2016; and

WHEREAS, the additional cost and time extension requires a change order to the contract; the same being in the best interests of the City of Newburgh; and

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the City Manager be and he hereby is authorized to execute Change Order No. 4 increasing the total contract price by \$14,372.41 to a total contract price of \$1,002,699.91 and extending the contract time by an additional 30 days in the LandVscape, Inc. d/b/a Nicky Diggs Excavation construction contract for the Washington Lake Dam Rehabilitation Project.

RESOLUTION NO.: 286 - 2021

OF

DECEMBER 13, 2021

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE
CHANGE ORDER NO. 5 DECREASING THE CONTRACT AMOUNT
FROM \$1,002,699.91 TO \$997,473.55 IN THE
LANDVSCAPE, INC. DBA NICKY DIGGS EXCAVATION
CONSTRUCTION CONTRACT IN THE
WASHINGTON LAKE DAM REHABILITATION PROJECT**

WHEREAS, by Resolution No. 220-2020 of September 28, 2020, the City Council of the City of Newburgh awarded a bid for the construction of the Washington Lake Dam Rehabilitation Project (the "Project") to LandVscape, Inc. d/b/a Nicky Diggs Excavation in an amount not to exceed \$988,327.50; and

WHEREAS, a balancing of the final cost of the Project resulted in a net decrease the total cost of the Project of \$5,226.36 to a total contract price of \$997,473.55; and

WHEREAS, the net decrease in total project cost requires a change order to the contract; the same being in the best interests of the City of Newburgh; and

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the City Manager be and he hereby is authorized to execute Change Order No. 5 decreasing the total contract price by \$5,226.36 to a total contract price of \$997,473.55 in the LandVscape, Inc. d/b/a Nicky Diggs Excavation construction contract for the Washington Lake Dam Rehabilitation Project.

RESOLUTION NO.: 287 - 2021

OF

DECEMBER 13, 2021

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO
AN AGREEMENT WITH C.T. MALE ASSOCIATES, D.P.C. FOR
PROFESSIONAL ENGINEERING CONSTRUCTION ADMINISTRATION SERVICES
IN THE AMOUNT OF \$51,948.00 FOR
THE WASHINGTON LAKE DAM REHABILITATION PROJECT**

WHEREAS, by Resolution No. 124-2012 of July 16, 2012, the City Council of the City of Newburgh authorized the City Manager to enter into a Master Services Agreement with C.T. Male Associates, P.C. to provide dam inspection and safety related engineering services; and

WHEREAS, by Resolution No. 143-2013 of July 15, 2013, Resolution No. 222-2016 of September 12, 2016, and Resolution No. 57-2018 of March 12 2018, the City Council, pursuant to the Master Services Agreement, further authorized the City Manager to enter into a series of agreements with C.T. Male Associates, P.C. for professional engineering services related to dam safety for the Silver Stream Reservoir Dam and the Washington Lake Dam including services necessary to comply with New York State Department of Environmental Conservation Reporting Requirements and the Engineering Assessment of known deficiencies at the Washington Lake Dam and related spill way and engineering design services for the preparation of rehabilitation plans, specifications and permit applications for the necessary improvements required at Washington Lake Dam; and

WHEREAS, following the completion of the engineering services, by Resolution No. 221-2020 of September 28, 2020, the City Council authorized an agreement with C.T. Male Associates, D.P.C. for professional engineering construction administration, observation and testing services for the construction phase of the Washington Lake Dam Rehabilitation Project (the "Project") in the amount of \$158,154.00; and

WHEREAS, due to additional construction work and time associated with Change Orders No. 3 and No. 4 of the Project, C.T. Male Associates, D.P.C. has submitted a proposal for additional engineering construction administration, observation and testing services in the amount of \$51,948.00 with funding to be derived from HF1.8320.0200.8108.2016, and HF1.8320.0200.8111.2016; and

WHEREAS, this Council has determined that entering into the agreement with C. T. Male Associates, D.P.C. is in the best interests of the City of Newburgh and its residents;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the City Manager is hereby authorized to enter into an agreement with C.T. Male Associates, D.P.C. for additional professional engineering construction administration, observation and testing services for the construction phase of the Washington Lake Dam Rehabilitation Project in the amount of \$51,948.00.

RESOLUTION NO.: 288 - 2021

OF

DECEMBER 13, 2021

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE
CHANGE ORDER NO. 6 FOR A NET INCREASE OF THE TOTAL CONTRACT COST
FROM \$698,256.15 TO \$761,161.95 IN THE
CONSORTI BROS. PAVING & SEALCOATING, INC. CONSTRUCTION CONTRACT
IN THE LIBERTY STREET STREETScape IMPROVEMENTS PROJECT**

WHEREAS, by Resolution No. 143-2020 of July 13, 2020, the City Council of the City of Newburgh awarded base bid, alternate no. 2 and alternate no. 3 for construction of the Liberty Street Streetscape and Sidewalks Improvements Construction Project (the "Project") to Consorti Bros. Paving & Seal Coating, Inc., in an amount not to exceed \$749,395.00; and

WHEREAS, by Resolution No. 94-2021 of April 26, 2021, the City Council approved Change Order No. 1 which included an extension of time for substantial completion of the contract until July 14, 2021 due to severe winter weather and COVID-19, the Project construction was delayed to the spring; and

WHEREAS, unforeseen additional work was required after commencement of the Project, including unanticipated conditions were discovered underneath the existing sidewalk on the east side of Liberty Street and the excavation and placement of materials adjacent to the Verizon communications duct bank along the west side of Liberty Street, which were addressed in Change Orders No. 3 and No. 4, respectively, and a time extension for substantial completion of the contract until September 30, 2021 was authorized by Change Order No. 5; and

WHEREAS, final project work is completed and some construction items were completed at a decreased costs and additional work for added construction items increasing costs and resulting in a net Project cost increase of \$62,905.80 for a total contract price increase from \$698,256.15 to \$761,161.95, with funding derived from CD1.8686.0400.8030.2021; and

WHEREAS, the net total contract price increase requires a change order; the same being in the best interests of the City of Newburgh;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the City Manager be and he hereby is authorized to execute Change Order No. 6 for a net Project cost increase of \$62,905.80 for a total contract price increase from \$698,256.15 to \$761,161.95 in the Consorti Bros. Paving & Seal Coating, Inc. contract for the Liberty Street Streetscape and Sidewalks Improvements Construction Project.

RESOLUTION NO.: 289 - 2021

OF

DECEMBER 13, 2021

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO ACCEPT A PROPOSAL
AND EXECUTE A CONTRACT WITH COLLIERS ENGINEERING & DESIGN CT, P.C.
F/K/A MASER CONSULTING, P.A. FOR ADDITIONAL PROFESSIONAL
ENGINEERING SERVICES IN THE AMOUNT OF \$134,540.19
IN THE LIBERTY STREET STREETScape IMPROVEMENTS PROJECT**

WHEREAS, the City of Newburgh has undertaken the Liberty Street Streetscape Improvements Project, City of Newburgh, Orange County, PIN 8761.91 (the "Project") and has authorized design, funding and grant agreements, including a Master Federal-Aid Local Project Agreement with the New York State Department of Transportation; and

WHEREAS, eligible Project costs are reimbursable under the Master Federal-Aid Local Project Agreement with the New York State Department of Transportation; and

WHEREAS, by Resolution No. 144-2020 of July 13, 2020, the City Council authorized a contract with Maser Consulting, P.A. for the inspection and construction management services for the Project in the amount of \$122,620.56; and

WHEREAS, Colliers Engineering & Design CT, P.C. f/k/a Maser Consulting, P.A. has submitted a proposal for additional engineering services required for the inspection and construction management for the Project related to the time extension of the overall Project, overtime work and additional testing required to complete the Project in the amount of \$134,540.19 with funding for the additional professional engineering services to be derived from CD1.8686.0400.8030.2021; and

WHEREAS, the City Council finds that entering into a professional engineering services agreement for the additional work with Colliers Engineering & Design CT, P.C. f/k/a Maser Consulting, P.A. 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 City Manager is hereby authorized to accept a proposal and execute an agreement with Colliers Engineering & Design CT, P.C. f/k/a Maser Consulting, P.A. in the amount of \$134,540.19 for additional professional engineering inspection and construction management services for the Liberty Street Streetscape Improvements Project.

RESOLUTION NO.: 290 - 2021

OF

DECEMBER 13, 2021

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO APPLY TO THE
NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION
HUDSON RIVER ESTUARY PROGRAM FOR PARTICIPATION IN
WATER QUALITY MONITORING AND ADDITIONAL ASSESSMENT OF STREAMS
WITHIN THE CITY'S DRINKING WATERSHED**

WHEREAS, the New York State Department of Environmental Conservation (NYSDEC) is soliciting applications for The Hudson River Estuary Program for the selection of 1-3 unassessed stream or river segments to be monitored through a monitoring partnership will benefit New York State by creating a baseline condition assessment of the selected waterbodies, while benefiting local partners by providing accurate water quality data that can assist with local land use planning, watershed management, and community outreach; and

WHEREAS, application to the program will provide an opportunity for the City of Newburgh to partner with NYSDEC to perform assessments, sampling and monitoring of several tributaries to Browns Pond and Washington Lake in an effort to obtain water quality data that can assist with local land use planning, watershed management and community outreach; and

WHEREAS, this Council has determined that applying to, accepting entry and participating in the NYSDEC Hudson River Estuary Program, if selected, for the purpose of water quality monitoring is in the best interests of the City of Newburgh and its residents;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to apply to, accept entry and participate in New York State Department of Environmental Conservation Hudson River Estuary Program for water quality monitoring; and to execute all such further contracts and documentation and take such further actions as may be appropriate and necessary to accept such grant and participate in and administer the programs funded thereby.

RESOLUTION NO.: 291 - 2021

OF

DECEMBER 13, 2021

**A RESOLUTION ADOPTING A REVISED CITY OF NEWBURGH
VEHICLE USAGE POLICY AND PROCEDURE
FOR COMMUTING WITH A CITY-OWNED TAKE-HOME VEHICLE**

WHEREAS, by Resolution No. 109-2014 of April 28, 2014, the City Council of the City of Newburgh adopted a Vehicle Policy and Procedure for Commuting; and

WHEREAS, the City Council has reviewed the revisions recommended by the City Manager and City Comptroller to the Vehicle Usage Policy and Procedure for Commuting with a City Owned Take-Home Vehicle 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 Vehicle Usage Policy and Procedure for Commuting with a City Owned Take-Home Vehicle, a copy of which is attached hereto and made a part of this Resolution; and

BE IT FURTHER RESOLVED, that the City of Newburgh Vehicle Usage Policy and Procedure for Commuting with a City Owned Take-Home Vehicle shall take effect on December 14, 2021.

RESOLUTION NO.: 292 - 2021

OF

DECEMBER 13, 2021

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

WHEREAS, the City of Newburgh Department of Public Works possesses one Daewoo Mega 250 III wheel loader which is no longer of use to the City; and

WHEREAS, the City of Newburgh Water Department possesses one JCB SCX-14 backhoe which is no longer of use to the City; and

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

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

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

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

RESOLUTION NO. 293 - 2021

OF

DECEMBER 13, 2021

**A RESOLUTION TO AMEND AND RESTATE THE BENEFIT PLAN
FOR NON-BARGAINING UNIT EMPLOYEES**

BE IT RESOLVED, by the Council of the City of Newburgh, New York, that Resolution No. 60-2019, as amended by Resolution No. 172-2020, establishing a benefit plan for non-bargaining unit employees is hereby amended and the Benefit Plan For Non-Bargaining Unit Employees is hereby restated as follows:

Section 1: Covered Employees

This resolution shall apply to all salaried officers and salaried permanent employees of the City of Newburgh who work regular hours of no less than 35 hours per week and who are not members of any collective bargaining unit.

Section 2: Holidays

- (a) Employees covered by this resolution shall be granted leave with pay for the following holidays:

New Year's Day	Columbus Day
Martin Luther King's Birthday	General Election Day
Presidents Day	Veteran's Day
Memorial Day	Thanksgiving Day
Independence Day	Friday following Thanksgiving Day
Labor Day	Christmas Day

- (b) Holiday Pay

The following 24-hour, emergency, on-call personnel shall receive holiday pay in lump sum payment equal to 12 days' pay at their established salary in the first pay period in December of each year:

Police Commissioner, Police Chief, Fire Chief, Superintendent of Public Works, City Engineer, Commissioner of Public Works, and Water Superintendent.

Section 3: Vacation

- (a) All new employees must work one full year from their date of appointment before being eligible to take a vacation.
- (b) Vacation may only be taken with the prior approval of the department head or the City Manager. Approval shall not be unreasonably withheld.
- (c) Employees shall earn vacation time in accordance with the following schedule:

I. City Manager and Department Heads upon completion of

1 year	20 working days
2 years	21 working days
3 years	22 working days
4 years	23 working days
5 years	26 working days
6 years	28 working days
7 years	29 working days
8 years	30 working days
9 years	31 working days
10 years	32 working days
11+ years	33 working days

II. Deputies and Assistants upon completion of

1 year	15 working days
2 years	16 working days
3 years	17 working days
4 years	18 working days
5 years	20 working days
6 years	21 working days
7 years	22 working days
8 years	23 working days
9 years	24 working days
10 years	25 working days
11 years	26 working days
12 years	27 working days
13 years	28 working days
14 years	29 working days
15 years	30 working days

III. Administrative/Confidential Employees upon completion of

1 year	10 working days
2 years	15 working days
3 years	16 working days
4 years	17 working days
5 years	18 working days
6 years	20 working days
7 years	21 working days
8 years	22 working days
9 years	23 working days
10 years	24 working days
11 years	25 working days
12 years	26 working days
13 years	27 working days
14 years	28 working days
15 years	29 working days
16+ years	30 working days

Section 4: Sick Leave

- (a) All employees shall receive 15 sick days per year.
- (b) Employees shall be granted sick leave at half-pay for personal illness after all sick and vacation time has been exhausted but such sick leave at half pay shall not exceed one week for each complete year of service.
- (c) When an employee is off the job due to illness, the City will continue to pay health insurance premiums for a maximum period of three months until a waiver of premium is executed.
- (d) The City Manager may request an employee using sick leave to provide a doctor's certificate for an absence of more than three days.
- (e) Commencing January 1, 2008, a non-bargaining unit employee with at least eight (8) years of employment with the City may seek to convert accrued and unused sick leave to a cash payment subject to the approval of the City Manager and the terms stated herein. The City Manager shall have sole discretion to approve or disapprove the employee's request, and the decision shall be non-reviewable. In addition to the requisite years of employment with the City, the employee must have no less than fifty (50) sick leave days accrued and unused remaining after the requested number of sick leave days is deducted from the employee's sick leave balance.

The employee shall be paid at 75% of the employee's daily rate of pay based on the employee's annual salary at the time of payment for each day of sick leave approved by the City Manager for conversion. The number of sick leave days converted to cash payment shall be deducted from the employee's sick leave balance.

An employee may request and/or receive payment for accrued sick leave no more frequently than once in a five (5) year period. An employee shall not be eligible for conversion of sick leave to cash payment for a five year period after the employee receives the payment provided herein.

Section 5: Personal Leave

All employees shall receive the following personal leave days:

During the first year of employment	1 day
During the second, third and forth year of employment	2 days
During the fifth and each subsequent year of employment	4 days

Section 6: Bereavement Leave

Employees shall be entitled to four (4) consecutive work days leave of absence with pay between the dates of death and funeral when a death occurs in the immediate family which shall include a grandparent, a grandparent-in-law, parent, mother-in-law, father-in-law, spouse, child, brother, sister, brother-in-law, sister-in-law and grandchild. Provided that uniformed members of the police and fire departments covered by this Resolution shall receive the bereavement leave as is provided to subordinate members of their departments.

Section 7: Jury Duty Leave

Time off with full pay will be allowed for jury duty provided that any reimbursement check for said jury duty is submitted to the City. Payment received for mileage and meal allowance shall belong to the employee.

Section 8: Child Care Leave

Employees shall receive Child Care leave to the same extent as it is granted to other employees of the City.

Section 9: Uniform Allowance

Employees covered by this Resolution who are uniformed members of the Police and Fire Departments shall receive the same clothing allowance as is provided to subordinate members in their respective departments.

Section 10: Health Insurance

- (a) The City shall continue to participate in the New York State Health Insurance Plan and contribute one hundred percent (100%) of the premium for employees and other dependents and continue the present policy upon retirement.
- (b) Health Insurance Waiver – an employee who is covered by another health insurance plan may decline the coverage provided herein on or before the 1st day of December of each year by executing a waiver on a form established by the Comptroller. An employee declining and waiving coverage shall receive a payment equal to 25% of the savings to the City on or before January 30 of the following year.
- (c) All employees hired on or after February 10, 2003 shall contribute 10% of the cost of health insurance for the like of their employment with the City.
- (d) All employees hired after February 8, 2016 shall contribute 15% of the cost of health insurance for the like of their employment with the City.
- (e) Employees must have a minimum of ten (10) years of service with the City of Newburgh to be eligible to receive health insurance upon retirement.

Section 11: Dental and Optical Insurance

Effective January 1, 2008, employees shall be included in the CSEA Sunrise Dental Plan and the CSEA Platinum Vision Plan on the same terms and conditions as provided to City employees covered by the CSEA collective bargaining agreement in effect for the period January 1, 2014 through December 31, 2016. This provision is subject to the approval by the CSEA Sunrise Dental Plan and the CSEA Platinum Vision Plan of inclusion of non-bargaining unit City employees in said plans.

Section 12: Retirement

The City shall continue to participate in the New York State and Local Employees' Retirement System and the New York State and Local Police and Fire Retirement System.

Section 13: Severance

Upon the effective date of separation, retirement or death, the employee or the employee's beneficiary shall receive cash payment for seventy-five percent (75%) of unused sick leave at the employee's current salary, plus the cash value of all accrued but unused vacation leave.

Section 14: Longevity Schedule

A longevity payment is to be made on the anniversary date of the employee's hiring and annually thereafter in accordance with the following schedule.

Upon Completion of Stated Years of Employment	January 1, 2019	January 1, 2020	January 1, 2021
5 years of employment	1,525	1,675	1,825
10 years of employment	2,175	2,325	2,475
15 years of employment	2,525	2,675	2,825
18 years of employment	2,875	3,025	3,175
20 years of employment	3,000	3,150	3,300

Section 15: Life Insurance

The City shall provide to each employee a life insurance policy in the amount of two times the employee's annual salary.

Section 16: Deferred Compensation Plan

The City shall adopt the Deferred Compensation Plan for employees of the State of New York and other participating public jurisdictions open to employees covered by this resolution, pursuant to Section 5 of the State Finance Law. Employees may on one occasion during their employment contribute unused sick or vacation time to the deferred compensation plan at the rate of 75% of its cash value provided that such contribution is consistent with the rules of the plan and applicable to State and Federal statutes and regulations.

Section 17: Salary Increases

Effective in the first pay period following the date of this Resolution, the annual salary rates and steps of each position covered by this Resolution will be increased by \$2,500.00 above the rates in effect on January 1, 2019. Effective January 1, 2020, the annual salary rates and steps of each position will be increased by 2% above the rates in effect on December 31, 2019. Effective January 1, 2021, the salary rates and steps of each position will be increased by 2% above the rates in effect on December 31, 2020. Effective January 1, 2022, the salary rates and steps of each position will be increased 2% above the rates in effect on December 31, 2021. Salary and step increases are reflected on Schedule B attached hereto.

Section 18: Fair Labor Standards Act

Employees subject to the Fair Labor Standards Act and covered by this Resolution shall receive compensatory time as required by the Fair Labor Standards Act for time worked in excess of 40 hours per week.

Section 19: Education

Subject to prior course approval by the City Manager, the full cost of tuition, books and school, not to exceed the tuition rate per credit hour as established by the State University of New York (New Paltz), incurred by any officer or employee covered by this resolution attending a certified educational institution or course which is related to said officer's or employee's duties shall be paid upon successful completion of said course and the submission of official grade reports to the City Manager. The cost of courses or education unrelated to an officer's or employee's duties or employment by the City shall not be paid by the City.

Section 20: Fitness for Duty

The City of Newburgh and its officers and employees recognize that the public has the absolute right to expect that persons employed by the City in the exercise of their duties will be free from the effects of alcohol and controlled substances. The City, as the employer, has the right to expect its employees to report for duty and to set a positive example for the community. The non-bargaining unit employees, by acceptance of the benefits conferred by this Resolution, recognize and agree that the City Manager has the right to adopt rules, regulations, policies and procedures to implement random testing of employees for the use of alcohol and controlled substance as to all employees who exercise public safety functions, operate City vehicles or equipment, have access to confidential information or information the divulgence of which would adversely affect public security or who exercise a public trust.

Section 21: Intent of the Council

It is the intent of this Council that

- (a) the following are to be classed as Department Heads under this resolution:

City Manager, City Comptroller, Police Commissioner, Police Chief, Commissioner of Public Works, Fire Chief, Director of Planning and Development, Code Compliance Supervisor, Corporation Counsel, Superintendent of Public Works, Superintendent of Water, Recreation Director, City Clerk/Registrar, City Assessor, City Collector, Information Systems Manager, City Engineer and Civil Service Administrator.

- (b) the following are to be classed as Deputies and Assistants under this resolution:

Assistant Corporation Counsel, Assistant City Comptroller, Human Resources Director, Deputy Fire Chief, Deputy Police Chief, Deputy City Clerk/Registrar,

Deputy City Clerk, Deputy Superintendent of Public Works, Deputy Superintendent of Water, Executive Assistant and Crime Analyst.

- (c) the following are to be classed Administrative/Confidential Employees under this resolution:

Business Services Coordinator, Secretary to the Director of Planning and Development, Administrative Assistant to the City Manager, Secretary to the City Manager, Secretary to the Corporation Counsel, Secretary to the Police Chief, Secretary to the Fire Chief, Secretary to the Water Superintendent, Secretary to the Engineer and Secretary to the Superintendent of Public Works, Accountant, Junior Accountant, Grants Administrator and Grants Coordinator.

It is further the intent of this Council to preserve its discretion to enter into agreements for the employment of the City Manager outside the scope of this resolution as authorized by City Charter Section C5.00(A).

SCHEDULE A

<u>Grade 1</u> Deputy City Clerk <u>Grade 2</u> Deputy City Clerk/Registrar Secretary to the Engineer Secretary to the Fire Chief Secretary to the Superintendent of Public Works Secretary to the Director of Planning and Development Secretary to the Police Chief Secretary to the Corporation Counsel Secretary to the Water Superintendent Administrative Assistant to City Manager <u>Grade 3</u> City Clerk/Registrar Executive Assistant to City Manager Business Services Coordinator Junior Accountant Grants Coordinator <u>Grade 4</u> Accountant Grants Administrator	<u>Grade 5</u> Crime Analyst City Collector City Assessor Information Systems Manager Human Resources Director Civil Service Administrator Deputy Superintendent of Public Works Deputy Superintendent of Water <u>Grade 6</u> Code Compliance Supervisor Recreation Director <u>Grade 7</u> Assistant Corporation Counsel Assistant City Comptroller Deputy Fire Chief <u>Grade 7B</u> Deputy Police Chief <u>Grade 8</u> Superintendent of Water Superintendent of Public Works Director of Planning and Development City Engineer Fire Chief Police Chief <u>Grade 9</u> Commissioner of Public Works Police Commissioner City Comptroller Corporation Counsel City Manager**
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**The salary for the City Manager position is further subject to terms provided in an employment agreement between the City and the City Manager.

RESOLUTION NO. _____ - 2021

OF

DECEMBER 13, 2021

**A RESOLUTION TO AMEND AND RESTATE THE BENEFIT PLAN
FOR NON-BARGAINING UNIT EMPLOYEES**

BE IT RESOLVED, by the Council of the City of Newburgh, New York, that Resolution No. 60-2019, as amended by Resolution No. 172-2020, ~~No. 36-2016, which amended Resolution No. 163-2007 and Resolution No. 33-2003,~~ establishing a benefit plan for non-bargaining unit employees is hereby amended and the Benefit Plan For Non-Bargaining Unit Employees is hereby restated as follows:

Section 1: Covered Employees

This resolution shall apply to all salaried officers and salaried permanent employees of the City of Newburgh who work regular hours of no less than 35 hours per week and who are not members of any collective bargaining unit.

Section 2: Holidays

- (a) Employees covered by this resolution shall be granted leave with pay for the following holidays:

New Year's Day
Martin Luther King's Birthday
Presidents Day
Memorial Day
Independence Day
Labor Day

Columbus Day
General Election Day
Veteran's Day
Thanksgiving Day
Friday following Thanksgiving Day
Christmas Day

- (b) Holiday Pay

The following 24-hour, emergency, on-call personnel shall receive holiday pay in lump sum payment equal to 12 days' pay at their established salary in the first pay period in December of each year:

Police Commissioner, Police Chief, Fire Chief, Superintendent of Public Works, City Engineer, Commissioner of Public Works, and Water Superintendent.

~~Strikethrough~~ denotes deletions

Underlining denotes additions

Section 3: Vacation

- (a) All new employees must work one full year from their date of appointment before being eligible to take a vacation.
- (b) Vacation may only be taken with the prior approval of the department head or the City Manager. Approval shall not be unreasonably withheld.
- (c) Employees shall earn vacation time in accordance with the following schedule:

I. City Manager and Department Heads upon completion of

1 year	20 working days
2 years	21 working days
3 years	22 working days
4 years	23 working days
5 years	26 working days
6 years	28 working days
7 years	29 working days
8 years	30 working days
9 years	31 working days
10 years	32 working days
11+ years	33 working days

II. Deputies and Assistants upon completion of

1 year	15 working days
2 years	16 working days
3 years	17 working days
4 years	18 working days
5 years	20 working days
6 years	21 working days
7 years	22 working days
8 years	23 working days
9 years	24 working days
10 years	25 working days
11 years	26 working days
12 years	27 working days
13 years	28 working days
14 years	29 working days
15 years	30 working days

III. Administrative/Confidential Employees upon completion of

1 year	10 working days
2 years	15 working days
3 years	16 working days
4 years	17 working days
5 years	18 working days
6 years	20 working days
7 years	21 working days
8 years	22 working days
9 years	23 working days
10 years	24 working days
11 years	25 working days
12 years	26 working days
13 years	27 working days
14 years	28 working days
15 years	29 working days
16+ years	30 working days

Section 4: Sick Leave

- (a) All employees shall receive 15 sick days per year.
- (b) Employees shall be granted sick leave at half-pay for personal illness after all sick and vacation time has been exhausted but such sick leave at half pay shall not exceed one week for each complete year of service.
- (c) When an employee is off the job due to illness, the City will continue to pay health insurance premiums for a maximum period of three months until a waiver of premium is executed.
- (d) The City Manager may request an employee using sick leave to provide a doctor's certificate for an absence of more than three days.
- (e) Commencing January 1, 2008, a non-bargaining unit employee with at least eight (8) years of employment with the City may seek to convert accrued and unused sick leave to a cash payment subject to the approval of the City Manager and the terms stated herein. The City Manager shall have sole discretion to approve or disapprove the employee's request, and the decision shall be non-reviewable. In addition to the requisite years of employment with the City, the employee must have no less than fifty (50) sick leave days accrued and unused remaining after the requested number of sick leave days is deducted from the employee's sick leave balance.

The employee shall be paid at 75% of the employee's daily rate of pay based on the employee's annual salary at the time of payment for each day of sick leave approved by the City Manager for conversion. The number of sick leave days converted to cash payment shall be deducted from the employee's sick leave balance.

An employee may request and/or receive payment for accrued sick leave no more frequently than once in a five (5) year period. An employee shall not be eligible for conversion of sick leave to cash payment for a five year period after the employee receives the payment provided herein.

Section 5: Personal Leave

All employees shall receive the following personal leave days:

During the first year of employment	1 day
During the second, third and forth year of employment	2 days
During the fifth and each subsequent year of employment	4 days

Section 6: Bereavement Leave

Employees shall be entitled to four (4) consecutive work days leave of absence with pay between the dates of death and funeral when a death occurs in the immediate family which shall include a grandparent, a grandparent-in-law, parent, mother-in-law, father-in-law, spouse, child, brother, sister, brother-in-law, sister-in-law and grandchild. Provided that uniformed members of the police and fire departments covered by this Resolution shall receive the bereavement leave as is provided to subordinate members of their departments.

Section 7: Jury Duty Leave

Time off with full pay will be allowed for jury duty provided that any reimbursement check for said jury duty is submitted to the City. Payment received for mileage and meal allowance shall belong to the employee.

Section 8: Child Care ~~Maternity~~ Leave

Employees shall receive child care ~~maternity~~ leave to the same extent as it is granted to other employees of the City.

Section 9: Uniform Allowance

Employees covered by this Resolution who are uniformed members of the Police and Fire Departments shall receive the same clothing allowance as is provided to subordinate members in their respective departments.

Section 10: Health Insurance

- (a) The City shall continue to participate in the New York State Health Insurance Plan and contribute one hundred percent (100%) of the premium for employees and other ~~dependents~~ dependants and continue the present policy upon retirement.
- (b) Health Insurance Waiver – an employee who is covered by another health insurance plan may decline the coverage provided herein on or before the 1st day of December of each year by executing a waiver on a form established by the Comptroller. An employee declining and waiving coverage shall receive a payment equal to 25% of the savings to the City on or before January 30 of the following year.
- (c) All employees hired on or after February 10, 2003 shall contribute 10% of the cost of health insurance for the like of their employment with the City.
- (d) All employees hired after February 8, 2016 shall contribute 15% of the cost of health insurance for the like of their employment with the City.
- (e) Employees must have a minimum of ten (10) years of service with the City of Newburgh to be eligible to receive health insurance upon retirement.

Section 11: Dental and Optical Insurance

Effective January 1, 2008, employees shall be included in the CSEA Sunrise Dental Plan and the CSEA Platinum Vision Plan on the same terms and conditions as provided to City employees covered by the CSEA collective bargaining agreement in effect for the period January 1, 2014 through December 31, 2016. This provision is subject to the approval by the CSEA Sunrise Dental Plan and the CSEA Platinum Vision Plan of inclusion of non-bargaining unit City employees in said plans.

Section 12: Retirement

The City shall continue to participate in the New York State and Local Employees' Retirement System and the New York State and Local Police and Fire Retirement System.

Section 13: Severance

Upon the effective date of separation, retirement or death, the employee or the employee's beneficiary shall receive cash payment for seventy-five percent (75%) of unused sick leave at the employee's current salary, plus the cash value of all accrued but unused vacation leave.

Section 14: Longevity Schedule

A longevity payment is to be made on the anniversary date of the employee's hiring and annually thereafter in accordance with the following schedule.

Upon Completion of Stated Years of Employment	January 1, 2019	January 1, 2020	January 1, 2021
5 years of employment	1,525	1,675	1,825
10 years of employment	2,175	2,325	2,475
15 years of employment	2,525	2,675	2,825
18 years of employment	2,875	3,025	3,175
20 years of employment	3,000	3,150	3,300

Section 15: Life Insurance

The City shall provide to each employee a life insurance policy in the amount of two times the employee's annual salary.

Section 16: Deferred Compensation Plan

The City shall adopt the Deferred Compensation Plan for employees of the State of New York and other participating public jurisdictions open to employees covered by this resolution, pursuant to Section 5 of the State Finance Law. Employees may on one occasion during their employment contribute unused sick or vacation time to the deferred compensation plan at the rate of 75% of its cash value provided that such contribution is consistent with the rules of the plan and applicable to State and Federal statutes and regulations.

Section 17: Salary Increases

Effective in the first pay period following the date of this Resolution, the annual salary rates and steps of each position covered by this Resolution will be increased by \$2,500.00 above the rates in effect on January 1, 2019. Effective January 1, 2020, the annual salary rates and steps of each position will be increased by 2% above the rates in effect on December 31, 2019. Effective January 1, 2021, the salary rates and steps of each position will be increased by 2% above the rates in effect on December 31, 2020. Effective January 1, 2022, the salary rates and steps of each position will be increased 2% above the rates in effect on December 31, 2021. Salary and step increases are reflected on Schedule B attached hereto.

Section 18: Fair Labor Standards Act

Employees subject to the Fair Labor Standards Act and covered by this Resolution shall receive compensatory time as required by the Fair Labor Standards Act for time worked in excess of 40 hours per week.

Section 19: Education

Subject to prior course approval by the City Manager, the full cost of tuition, books and school, not to exceed the tuition rate per credit hour as established by the State University of New York (New Paltz), incurred by any officer or employee covered by this resolution attending a certified educational institution or course which is related to said officer's or employee's duties shall be paid upon successful completion of said course and the submission of official grade reports to the City Manager. The cost of courses or education unrelated to an officer's or employee's duties or employment by the City shall not be paid by the City.

Section 20: Fitness for Duty

The City of Newburgh and its officers and employees recognize that the public has the absolute right to expect that persons employed by the City in the exercise of their duties will be free from the effects of alcohol and controlled substances. The City, as the employer, has the right to expect its employees to report for duty and to set a positive example for the community. The non-bargaining unit employees, by acceptance of the benefits conferred by this Resolution, recognize and agree that the City Manager has the right to adopt rules, regulations, policies and procedures to implement random testing of employees for the use of alcohol and controlled substance as to all employees who exercise public safety functions, operate City vehicles or equipment, have access to confidential information or information the divulgence of which would adversely affect public security or who exercise a public trust.

Section 21: Intent of the Council

It is the intent of this Council that

- (a) the following are to be classed as Department Heads under this resolution:

City Manager, City Comptroller, Police Commissioner, Police Chief, Commissioner of Public Works, Fire Chief, Director of Planning and Development ~~Business and Industrial Development~~, Code Compliance Supervisor, Corporation Counsel, Superintendent of Public Works, Superintendent of Water, Recreation Director, City Clerk/Registrar, City Assessor, City Collector, Information Systems Manager, City Engineer and Civil Service Administrator.

- (b) the following are to be classed as Deputies and Assistants under this resolution:

Assistant Corporation Counsel, Assistant City Comptroller, Human Resources Director, Deputy Fire Chief, Deputy Police Chief, Deputy City Clerk/Registrar,

Deputy City Clerk, Deputy Superintendent of Public Works, Deputy Superintendent of Water, Executive Assistant and Crime Analyst.

- (c) the following are to be classed Administrative/Confidential Employees under this resolution:

Business Services Coordinator, Secretary to the Director of Planning and Development ~~Business and Industrial Development~~, Administrative Assistant to the City Manager, Secretary to the City Manager, Secretary to the Corporation Counsel, Secretary to the Police Chief, Secretary to the Fire Chief, Secretary to the Water Superintendent, Secretary to the Engineer and Secretary to the Superintendent of Public Works, Accountant, Junior Accountant, Grants Administrator and Grants Coordinator.

It is further the intent of this Council to preserve its discretion to enter into agreements for the employment of the City Manager outside the scope of this resolution as authorized by City Charter Section C5.00(A).

SCHEDULE A

<u>Grade 1</u> Secretary to the Police Chief Secretary to the Superintendent of Public Works Secretary to the Director of Business and Industrial Development Secretary to the Corporation Counsel (I) Deputy City Clerk <u>Grade 2</u> Deputy City Clerk/Registrar Secretary to the Engineer Secretary to the Fire Chief Secretary to the Superintendent of Public Works Secretary to the Director of Planning and Development Secretary to the Police Chief Secretary to the Corporation Counsel (II) Secretary to the Water Superintendent Administrative Assistant to City Manager <u>Grade 3</u> City Clerk/Registrar Executive Assistant to City Manager Business Services Coordinator Junior Accountant Grants Coordinator <u>Grade 4</u> Accountant Civil Service Administrator Code Compliance Supervisor Recreation Director Grants Administrator	<u>Grade 5</u> Crime Analyst City Collector City Assessor Information Systems Manager Human Resources Director Civil Service Administrator Deputy Superintendent of Public Works Deputy Superintendent of Water <u>Grade 6</u> Assistant Corporation Counsel Code Compliance Supervisor Recreation Director <u>Grade 7</u> Superintendent of Water Superintendent of Public Works Director of Business and Industrial Development Assistant Corporation Counsel Assistant City Comptroller Deputy Fire Chief City Engineer <u>Grade 7B</u> Deputy Police Chief <u>Grade 8</u> Superintendent of Water Superintendent of Public Works Director of Planning and Development City Engineer Corporation Counsel Comptroller Fire Chief Police Chief <u>Grade 9</u> Commissioner of Public Works Police Commissioner City Comptroller Corporation Counsel City Manager**
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**The salary for the City Manager position is further subject to terms provided in an employment agreement between the City and the City Manager.

RESOLUTION NO.: ~~__294~~ 2021

OF

DECEMBER 13, 2021

**A RESOLUTION TO RATIFY THE AWARD OF A BID AND THE EXECUTION OF
A CONTRACT WITH ENGIE RESOURCES, LLC FOR ELECTRIC SUPPLY TO
THE CITY OF NEWBURGH FOR A TWO (2) YEAR TERM
AT A COST OF \$0.07797 PER KILOWATT HOUR**

WHEREAS, by Resolution No.: 282-2021 of November 22, 2021, this Council authorized the bid for the electric supply services contract be awarded to the lowest responsible bidder, providing for a two (2) year term, and further authorized the City Manager to execute a contract for the provision of electric services, with all such terms and conditions as may be required by the Corporation Counsel and subject to ratification of the final pricing by this Council; and

WHEREAS, on behalf of the City of Newburgh, M & R Energy Resources Corporation has duly advertised for bids for the electric supply services contract; and

WHEREAS, bids were duly received and opened and Engie Resources, LLC is the low bidder for the electric supply services;

NOW, THEREFORE, BE IT RESOLVED, that the Council of the City of Newburgh New York, hereby ratifies the bid for the electric supply services contract with Engie Resources, LLC, providing for a two (2) year term at a cost of \$0.07797 per kilowatt hour.

RESOLUTION NO.: 282 - 2021

OF

NOVEMBER 22, 2021

**A RESOLUTION TO AUTHORIZE THE AWARD OF A BID AND THE EXECUTION
OF A CONTRACT FOR ELECTRIC SUPPLY TO THE CITY OF NEWBURGH FOR
A TWO (2) YEAR TERM TO THE LOWEST RESPONSIBLE BIDDER**

WHEREAS, on behalf of the City of Newburgh, M&R Energy Resources Corporation has duly advertised for bids for the electric supply services contract and for gas supply services contract in 2015, 2017, and 2019; and

WHEREAS, M&R Energy Resources Corporation has advised that there are several factors driving volatility in the New York electrical market, including, but not limited to, the closure of Indian Point, natural gas and fuel oil futures trading at historical highs, winter storage levels, and weather; and is in a

WHEREAS, M&R Energy Resources Corporation intends to extend the time to submit bids to lock in rates beginning January 1, 2021 in order to obtain the best possible renewal pricing and yield predictable electrical costs for the renewal period; and

WHEREAS, securing the lowest bid and locking in the greatest annual savings, the electric supply and gas supply services contracts will occur between City Council meetings; and

WHEREAS, the City Council finds that authorizing M&R Energy Resources Corporation to duly advertise for bids for the electric supply services contract and to open and return said bids before the next City Council meeting and authorizing the City Manager to execute contracts for the lowest prices to be in the best interest of the City of Newburgh;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the bid for the electric supply services contract be and hereby is awarded to the lowest responsible bidder, providing for a two (2) year term, and that the City Manager be and he is hereby authorized to execute a contract for the provision of electric services, with all such terms and conditions as may be required by the Corporation Counsel and subject to ratification of the final pricing by this Council.

I, Lorene Vitek, City Clerk of the City of Newburgh,
hereby certify that I have compared the foregoing with the
original resolution adopted by the Council of the City of
Newburgh at a regular meeting held NOV. 23, 2021
and that it is a true and correct copy of such original.

Witness my hand and seal of the City of
Newburgh this 23 day of NOV. 2021

City Clerk

RESOLUTION NO.: 295 - 2021

OF

DECEMBER 13, 2021

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO
A CONTRACT AMENDMENT WITH SECURITAS SECURITY SERVICES USA, INC.
TO PROVIDE SECURITY SERVICES FOR CITY HALL AND 123 GRAND STREET**

WHEREAS, by Resolution No. 150-2019 of June 10, 2019, the City Council of the City of Newburgh, New York authorized the City Manager to enter into an agreement with Securitas Security Services USA, Inc. to continue to provide security services at City Hall and 123 Grand Street; and

WHEREAS, the agreement allowed Securitas Security Services USA, Inc. to raise its service fees to account for increases in certain specified costs experienced by the vendor over the life of the agreement; and

WHEREAS, Securitas Security Services USA, Inc. has properly noticed the City of Newburgh of its intention to raise its service fees in accordance with the agreement, effective December 26, 2021; and

WHEREAS, this Council finds that approving a contract amendment with Securitas Security Services USA, Inc. to account for the increase in service fees and to continue security services at City Hall and 123 Grand Street 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 execute a contract amendment with Securitas Security Services USA, Inc., in substantially the same form as attached subject to terms and conditions as may be required by the Corporation Counsel, to continue to provide security services at City Hall and 123 Grand Street.



**ADDENDUM/AMENDMENT/RENEWAL
to Security Services Agreement (the "Agreement") Between
City of Newburgh ("Client")
and Securitas Security Services USA, Inc. ("Company")
Effective Date: January 1, 2022**

As of the Effective Date of this Addendum/Amendment/Renewal, the Agreement is modified as follows; except as specifically modified by this Addendum/Amendment/Renewal, all terms of the Agreement remain in full force.

Revision in rates are as follows:

	Billing Structure			
Position	Hours Per Week	Billing Regular	Billing Overtime	Weekly Billing
Security Officer – #83 Broadway – City Hall	40	\$30.55	\$45.83	\$1,222.00
Security Officer – #123 Grand – Municipal Building	40	\$30.55	\$45.83	\$1,222.00

- Structure reflects an increase of \$281.60 weekly and/or \$14,643.20 annually.

City of Newburgh

Securitas Security Services USA, Inc.

By: _____

By: _____

Name: _____

Name: Victor Cannon

Title: _____

Title: Area Vice President

Date: _____

Date: 12/31/2021

RESOLUTION NO.: 296 - 2021

OF

DECEMBER 13, 2021

**A RESOLUTION AUTHORIZING THE CITY MANAGER
TO EXECUTE AN AGREEMENT WITH NEW YORK BY RAIL
FOR DIGITAL ADVERTISING SERVICES IN THE AMOUNT OF \$2,000.00**

WHEREAS, the City of Newburgh desires to take advantage of advertising and promotional opportunities that showcase businesses and tourism experiences in the City of Newburgh; and

WHEREAS, New York by Rail has proposed an advertising and promotion campaign whereby City of Newburgh businesses and tourism experiences will be showcased on the New York by Rail website and in the New York by Rail digital newsletter; and

WHEREAS, the cost for the advertising and promotion campaign is \$2,000.00, with such funding being derived from A.8684.0448 – Other Services; and

WHEREAS, the City Council finds that entering into such a contract 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 New York by Rail, as annexed hereto with such other terms and conditions as may be required by Corporation Counsel, for digital advertising services in the amount of \$2,000.00.

RESOLUTION NO.: 297 - 2021

OF

DECEMBER 13, 2021

**A RESOLUTION AUTHORIZING THE CITY MANAGER
TO EXECUTE AN AGREEMENT WITH OUTFRONT MEDIA
FOR DIGITAL ADVERTISING SERVICES IN THE AMOUNT OF \$2,000.00**

WHEREAS, the City of Newburgh desires to take advantage of advertising and promotional opportunities that showcase businesses and tourism experiences in the City of Newburgh; and

WHEREAS, Outfront Media has proposed an advertising and promotion campaign whereby City of Newburgh businesses and tourism experiences will be featured in mobile advertisements during web-based searches related to the Hudson Valley and greater New York City area; and

WHEREAS, the cost for the advertising and promotion campaign is \$2,000.00, with such funding being derived from A.8684.0448 – Other Services; and

WHEREAS, the City Council finds that entering into such a contract 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 Outfront Media, as annexed hereto with such other terms and conditions as may be required by Corporation Counsel, for digital advertising services in the amount of \$2,000.00.

RESOLUTION NO.: ~~___298~~ - 2021

OF

DECEMBER 13, 2021

**A RESOLUTION TO AUTHORIZE THE CONVEYANCE OF REAL PROPERTY
KNOWN AS 16 WILLIAM STREET (SECTION 35, BLOCK 3, LOT 14)
AT PRIVATE SALE TO SARAH MEKHAIL A/K/A SARAH MICHAEL
FOR THE AMOUNT OF \$36,000.00**

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

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

WHEREAS, the City of Newburgh desires to sell a vacant parcel of real property identified as 16 William Street, being more accurately described as Section 35, Block 3, Lot 14 on the official tax map of the City of Newburgh; and

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

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

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the sale of the following property to the indicated purchaser be and hereby is confirmed and the City Manager is authorized and directed to execute and deliver a quitclaim deed to said purchasers upon receipt of the indicated purchase price in money order, good certified or bank check, made payable to **THE CITY OF NEWBURGH**, such sums are to be paid on or before March 18, 2022, being approximately ninety (90) days from the date of this resolution; and

<u>Property address</u>	<u>Section, Block, Lot</u>	<u>Purchaser</u>	<u>Purchase Price</u>
16 William Street	35 - 3 - 14	Sarah Mekhail a/k/a Sarah Michael	\$36,000.00

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

Terms and Conditions Sale

16 William Street, City of Newburgh (SBL: 35-3-14)

STANDARD TERMS:

1. City of Newburgh acquired title to this property in accordance with Article 11 of the Real Property Tax Law of the State of New York, and all known rights of redemption under said provisions of law have been extinguished by the tax sale proceedings and/or as a result of forfeiture.
2. For purposes of these Terms and Conditions, parcel shall be defined as a section, block and lot number.
3. All real property, including any buildings thereon, is sold "AS IS" and without any representation or warranty whatsoever as to the condition or title, and subject to: (a) any state of facts an accurate survey or personal inspection of the premises would disclose; (b) applicable zoning/land use/building regulations; (c) water and sewer assessments are the responsibility of the purchaser, whether they are received or not; (d) easements, covenants, conditions and rights-of-way of record existing at the time of the levy of the tax, the non-payment of which resulted in the tax sale in which City of Newburgh acquired title; and (e) for purposes of taxation, the purchaser shall be deemed to be the owner prior to the next applicable taxable status date after the date of sale.
4. The properties are sold subject to unpaid school taxes for the tax year of 2021-2022, and also subject to all school taxes levied subsequent to the date of the City Council resolution authorizing the sale. The purchaser shall reimburse the City for any school taxes paid by the City for the tax year 2021-2022, and subsequent levies up to the date of the closing. Upon the closing, the properties shall become subject to taxation. Water and sewer charges and sanitation fees will be paid by the City to the date of closing.
5. **WARNING: FAILURE TO COMPLY WITH THE TERMS OF THIS PARAGRAPH MAY RESULT IN YOUR LOSS OF THE PROPERTY AFTER PURCHASE.** The deed will contain provisions stating that the purchaser is required to rehabilitate any building on the property and bring it into compliance with all State, County and Local standards for occupancy within (18) months of the date of the deed. Within such eighteen (18) month time period the purchaser must either: obtain a Certificate of Occupancy for all buildings on the property; make all buildings granted a Certificate of Occupancy before the date of purchase fit for the use stated in such Certificate of Occupancy; or demolish such buildings. The deed shall require the purchaser to schedule an inspection by City officials at or before the end of the eighteen (18) month period. If the purchaser has not complied with the deed provisions regarding rehabilitation of the property and obtained a Certificate of Occupancy or Certificate of Compliance by that time, then the title to the property shall revert to the City of Newburgh. The deed shall also provide that the property shall not be conveyed to any other person before a Certificate of Occupancy or Certificate of Compliance is issued. A written request made to the City Manager for an extension of the eighteen (18) month rehabilitation period shall be accompanied by a non-refundable fee of \$250.00 per parcel for which a request is submitted. The City Manager may, in his sole discretion and for good cause shown, grant one extension of time to rehabilitate of up to, but not to exceed, three (3) months. Any additional request thereafter shall be made in writing and placed before the City Council for their consideration.
6. The City makes no representation as to whether the property is vacant and/or unoccupied. Evictions, if necessary, are solely the responsibility of the purchaser after closing and recording of the deed. The parcel is being sold subject to the City's Vacant Property Ordinance (Chapter 121) and all provisions of law applicable thereto. Within 30 days of closing, the purchaser must register the property and pay any applicable fees or submit an acceptable rehabilitation plan to the Building Department.
7. All purchasers are advised to personally inspect the premises and to examine title to the premises prior to the date upon which the sale is scheduled to take place. Upon delivery of the quitclaim deed by the City of Newburgh to the successful purchaser, any and all claims with respect to title to the premises are merged in the deed and do not survive.

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

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

ACKNOWLEDGED AND AGREED

Date: _____

Sarah Mekhail a/k/a Sarah Michael

RESOLUTION NO.: 299 - 2021

OF

DECEMBER 13, 2021

**A RESOLUTION TO AUTHORIZE THE CONVEYANCE OF VACANT REAL PROPERTY
AT PRIVATE SALE TO THE BOARD OF EDUCATION OF THE NEWBURGH
ENLARGED CITY SCHOOL DISTRICT FOR THE AMOUNT OF \$1.00**

WHEREAS, the Board of Education of the Newburgh Enlarged City School District (“NECSD”) has owned the property known as 191 Washington Street (Section 39, Block 1, Lot 1) since 1880, when it acquired the property from the City of Newburgh; and

WHEREAS, a recent title search revealed that a small portion of 191 Washington Street, located at the southeast portion of the property as indicated on the Tax Map of the City of Newburgh, was never conveyed to the NECSD and, in fact, is still owned by the City of Newburgh; and

WHEREAS, the NECSD has requested the City convey this portion of property to the NECSD in order to unify it with the remainder of land that is known as 191 Washington Street; and

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

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the sale of the following property to the NECSD be and hereby is confirmed and the City Manager is authorized and directed to execute and deliver a quitclaim deed to said purchasers upon receipt of the amount of \$1.00 in cash, attorney escrow check, money order, good certified or bank check, made payable to the City of Newburgh, such sum to be paid on or before March 14, 2022, being approximately ninety (90) days from the date of this resolution; and

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

Terms and Conditions Sale Vacant Real Property (Portion of 191 Washington Street) (No SBL)

STANDARD TERMS:

1. All real property, including any buildings thereon, is sold "AS IS" and without any representation or warranty whatsoever as to the condition or title, and subject to: (a) any state of facts an accurate survey or personal inspection of the premises would disclose; (b) applicable zoning/land use/building regulations; (c) water and sewer assessments are the responsibility of the purchaser, whether they are received or not; (d) easements, covenants, conditions and rights-of-way of record existing at the time of the levy of the tax, the non-payment of which resulted in the tax sale in which City of Newburgh acquired title; and (e) for purposes of taxation, the purchaser shall be deemed to be the owner prior to the next applicable taxable status date after the date of sale.
2. Not applicable.
3. **WARNING: FAILURE TO COMPLY WITH THE TERMS OF THIS PARAGRAPH MAY RESULT IN YOUR LOSS OF THE PROPERTY AFTER PURCHASE.** The deed will contain provisions stating that the purchaser is required to merge the subject property with the property known as 191 Washington Street (Section 39-1-1) into one (1) tax lot within six (6) months of taking title to the subject property. The deed shall include this provision as a Restrictive Covenant. If the purchaser has not complied with this provision, then title to the property shall revert to the City of Newburgh.
4. All purchasers are advised to personally inspect the premises and to examine title to the premises prior to the date upon which the sale is scheduled to take place. Upon delivery of the quitclaim deed by the City of Newburgh to the successful purchaser, any and all claims with respect to title to the premises are merged in the deed and do not survive.
5. No personal property is included in the sale of any of the parcels owned by City of Newburgh, unless the former owner or occupant has abandoned same. The disposition of any personal property located on any parcel sold shall be the sole responsibility of the purchaser following the closing of sale.
6. The City makes no representation, express or implied, as to the condition of any property, warranty of title, or as to the suitability of any for any particular use or occupancy. Property may contain paint or other similar surface coating material containing lead. Purchaser shall be responsible for the correction of such conditions when required by applicable law. Property also may contain other environmental hazards. Purchaser shall be responsible for ascertaining and investigating such conditions prior to bidding. Purchaser shall be responsible for investigating and ascertaining from the City Building Inspector's records the legal permitted use of any property prior to closing. Purchaser acknowledges receivership of the pamphlet entitled "Protecting Your Family from Lead in Your Home." Purchaser also acknowledges that he/she has had the opportunity to conduct a risk assessment or inspection of the premises for the presence of lead-based paint, lead-based paint hazards or mold.
7. The entire purchase price and all closing costs/fees must be paid by money order or guaranteed funds to the City of Newburgh Comptroller's Office by the date listed in the approved City Council Resolution, notwithstanding any extensions of time granted pursuant to terms contained herein ("Closing Deadline"). Such closing costs/fees may include, but are not limited to: recording fees, tax adjustments as of the day of closing, fuel oil adjustments, and applicable condominium charges (e.g. monthly maintenance charges, assessment charges, transfer buy-in fees, and/or closing package ordering fees). *The City of Newburgh does not accept credit card payments for the purchase price and closing costs/fees.* **The City is not required to send notice of acceptance or any other notice to a purchaser.**
8. The City Manager may, in his sole discretion and for good cause shown, grant one extension of time to close title of up to, but not to exceed, sixty (60) additional days from the Closing Deadline. No request shall be entertained unless in writing, stating the reasons therefor.

9. In the event that a sale is cancelled by court order, judgment, the Comptroller or the Newburgh City Council, the purchaser shall be entitled only to a refund of the purchase money paid. Purchaser agrees that he shall not be entitled to special or consequential damages, attorney's fees, reimbursement for any expenses incurred as a result of ownership, improvements of property, or for taxes paid during period of ownership, and this agreement by the purchaser is a material condition of the sale.
10. Sale shall be final, absolute and without recourse once title is conveyed on the actual day of closing. In no event, shall City of Newburgh be or become liable for any defects in title for any cause whatsoever, and no claim, demand or suit of any nature shall exist in favor of the purchaser, his heirs, successors or assigns, against City of Newburgh arising from this sale.
11. Conveyance shall be by quitclaim deed only, containing a description of the property as it appeared on the tax roll for the year upon which the City acquired title or as corrected up to date of deed. The deed will be recorded by the City upon payment in full of the purchase price, tax reimbursements, buyer's premium (if applicable), and closing fees/costs. Possession of property is forbidden until the deed is recorded conveying title to the purchaser. **Title vests upon conveyance of deed.**
12. Upon closing, the City shall deliver a quitclaim deed conveying all of its right, title and interest in the subject property, which deed shall be drawn by the City Corporation Counsel. The City shall not convey its interest in any street, water, sewer or drainage easement, or any other interest the City may have in the property. The City shall only convey that interest obtained by the City pursuant to the judgment rendered in an *in rem* tax foreclosure action filed in the Orange County Clerk's Office.
13. The purchaser shall provide a survey description to the City's Corporation Counsel at least thirty (30) days in advance of closing title and approved by the City's Engineer.

RESOLUTION NO.: 300 - 2021

OF

DECEMBER 13, 2021

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO APPLY TO THE
NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION
HUDSON RIVER ESTUARY PROGRAM FOR PARTICIPATION IN
WATER QUALITY MONITORING AND ADDITIONAL ASSESSMENT OF STREAMS
WITHIN THE CITY'S DRINKING WATERSHED**

WHEREAS, the New York State Department of Environmental Conservation (NYSDEC) is soliciting applications for The Hudson River Estuary Program for the selection of 1-3 unassessed stream or river segments to be monitored through a monitoring partnership will benefit New York State by creating a baseline condition assessment of the selected waterbodies, while benefiting local partners by providing accurate water quality data that can assist with local land use planning, watershed management, and community outreach; and

WHEREAS, application to the program will provide an opportunity for the City of Newburgh to partner with NYSDEC to perform assessments, sampling and monitoring of several tributaries to Browns Pond and Washington Lake in an effort to obtain water quality data that can assist with local land use planning, watershed management and community outreach; and

WHEREAS, this Council has determined that applying to, accepting entry and participating in the NYSDEC Hudson River Estuary Program, if selected, for the purpose of water quality monitoring is in the best interests of the City of Newburgh and its residents;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to apply to, accept entry and participate in New York State Department of Environmental Conservation Hudson River Estuary Program for water quality monitoring; and to execute all such further contracts and documentation and take such further actions as may be appropriate and necessary to accept such grant and participate in and administer the programs funded thereby.

RESOLUTION NO.: ~~301~~ - 2021

OF

DECEMBER 13, 2021

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE
AN AGREEMENT WITH HEALTHY OUTCOMES, INC. (D/B/A BALANCING ACT)
FOR SOFTWARE SERVICES TO SUPPORT PUBLIC OUTREACH AND
PARTICIPATORY BUDGETING INITIATIVES RELATED TO
FUNDING FROM THE AMERICAN RESCUE PLAN ACT OF 2021**

WHEREAS, Healthy Outcomes, Inc. (d/b/a Balancing Act) offers software services for resident education and engagement related to local government budgeting and financing activities; and

WHEREAS, the City of Newburgh intends to use the software services to support public outreach and participatory budgeting initiatives related to funding from the American Rescue Plan Act of 2021 (“ARPA”); and

WHEREAS, the cost for the software, services, support for one year is \$5,800.00, with such funding being derived from 8684.0448 – Other Services; and

WHEREAS, the City Council finds that entering into such a contract 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 Healthy Outcomes, Inc. (d/b/a Balancing Act), as annexed hereto with such other terms and conditions as may be required by Corporation Counsel, to provide software services for resident education and engagement related to local government budgeting and financing activities in the City of Newburgh.

City of Newburgh, New York

- A. Subscription Agreement.** Balancing Act shall provide Client with access to the products and features of the Balancing Act web application specified in **Exhibit A** to this agreement and agrees to provide all of the technical, administrative, and professional support services necessary to perform this Agreement. Client is granted a non-exclusive, non-transferable, and revocable license to access and use the Balancing Act website. Client shall have the right to test and approve the application prior to it going live.
- B. Support Services.** Balancing Act shall perform and provide certain support services to Client in accordance with the terms and conditions of this Agreement and the SOW (the Services described under “Support Services”, the “Support Services”). If Client hereafter requests additional services not described on Exhibit A (“Additional Services”), and Balancing Act is willing and able to provide those Additional Services, the parties shall mutually agree upon and execute one or more additional SOWs that contain the terms and conditions of the Additional Services to be performed. Each such SOW shall be attached to and incorporated into this Agreement as an Exhibit. Except as otherwise provided, any Additional Services to be performed by Balancing Act shall be subject to the terms of this Agreement.

- C. Fees. Client shall pay Balancing Act pursuant to the Fee Schedule selected by Client and attached hereto as Exhibit “B.”

2. FEE PAYMENT AND TIMING.

- A. Fees. In consideration of Balancing Act’s granting of access to the Site and performance of the Services, hereunder, Client shall pay Balancing Act fees in the amounts and in accordance with the payment terms and conditions specified in this Agreement and on Exhibit B attached hereto (the “Fees”).
- B. Late Payment. Except with respect to amounts disputed in good faith, all amounts due under this Agreement, if not paid within 45 days of the due date, shall be considered late and shall accrue interest at the rate of one and one-half percent per month or the highest amount allowed by applicable law, whichever is less. Should collection activities become necessary, Client agrees to pay all fees relating to said activity.
- C. Client’s Failure to Pay. Client’s incurring of a late payment (as determined in accordance with Section 2(B)) shall be considered a material breach of this Agreement. As such, until such breach is cured by way of full payment, Balancing Act may (i) refuse to deliver the reports, materials, and other deliverables that it would otherwise be obligated to deliver hereunder, (ii) cease performance of any Services, (iii) issue a notice of non-payment to Client, which, if not satisfied within 15 days after the receipt thereof, shall constitute grounds for Balancing Act to terminate this Agreement or the SOW applicable to the Services. These rights are not exclusive, and Balancing Act reserves its right to seek any other rights or remedies provided in law or equity.
- D. Taxes. All amounts payable to Balancing Act as specified herein are in United States dollars. Client shall be responsible for any taxes imposed on the transactions contemplated by this Agreement, including all sales, use, value-added, excise and other similar taxes (but specifically excluding taxes in, or measured by, Balancing Act’s income).

3. CLIENT OBLIGATIONS.

Client shall be responsible for the accuracy of all data utilized by Balancing Act under this Agreement and shall comply with all laws and governmental regulations affecting its use, including all open and public records laws. Balancing Act shall have no responsibility to advise Client about the applicability of any laws or regulations that may apply to this Agreement.

4. SERVICE LEVEL AGREEMENT

A. Support Services.

- (i) Balancing Act's web platform will be operational and available to Client at least 99.5% of the time in any calendar month (the "Balancing Act Application SLA"). If Balancing Act does not meet the Balancing Act Application SLA, Client will be eligible to receive the Support Service Credits described below:

Uptime Percentage	Support Service Credit (Days)
< 99.5% - >= 99.0%	3
< 99.0% - >= 95.0%	7
< 95.0%	15

- (ii) **Service Credit Request.** In order to receive any of the Support Service Credits described above, Client must notify Balancing Act within 30 days from the time Client becomes eligible to receive a Service Credit. Failure to comply with this requirement will forfeit Client's right to receive a Service Credit.
- (iii) **Maximum Service Credit.** The aggregate maximum number of Support Service Credits to be issued by Balancing Act to Client for all Downtime that occurs in a single calendar month shall not exceed fifteen days of Service added to the end of Client's term for the Service. Support Service Credits may not be exchanged for, or converted to, monetary amounts.
- (iv) **Application SLA Exclusions.** The Balancing Act Application SLA does not apply to any services that expressly exclude this Balancing Act Application SLA or any performance issues: (i) caused by factors described in the "Force Majeure" section of the Agreement; or (ii) that resulted from Client's equipment or third party equipment, or both (not within the primary control of Balancing Act).

5. TERM.

- A. Term. This Agreement shall commence on the Effective Date and be effective for one year.

6. OWNERSHIP AND USE OF THE MATERIALS, USER CONTENT.

- A. Creative Materials. The Parties acknowledge and agree that an integral part of the services is the creation of the Balancing Act application for Client, which includes

the development of certain information, content, text, graphics, logos, photos, videos, software and other items, as well as their selection and arrangement ("Creative Materials"). Such Creative Materials are protected by copyrights, trademarks, patents, trade secrets and other intellectual property and proprietary rights, and Balancing Act shall be considered the author of such Creative Materials and retains all right, title and interest in and to such Creative Materials. Client's rights to use the Creative Materials are limited to use solely in connection with this Agreement, and the rights and obligations granted hereunder. Any rights granted to Client under this Agreement to use the Creative Materials shall cease upon the termination of this Agreement.

- B. User Content. The Parties acknowledge and agree that the user content generated on the Balancing Act website by others who are not parties to this Agreement is not owned by either Balancing Act or Client but can be used by either Party for promotional purposes or any other purpose during and after the term of this Agreement. Balancing Act acknowledges that the Client can and will retain the right to use any user content and the deliverables under this Agreement for any and all purposes related to the general business of the Client.

7. LIMITATION OF LIABILITY; DISCLAIMER OF WARRANTIES AND LIABILITY FOR ACTIONS OF THIRD PARTIES.

- A. Other than the obligations under this Agreement, neither Party shall be liable to the other Party under this Agreement for any indirect, incidental, special, punitive, or consequential damages for any claim, whether in contract, tort or otherwise. In no event will the total aggregate liability against a Party for any claims, losses or damages arising out of this Agreement exceed the total amount of fees and other consideration actually paid under this Agreement.
- B. Except for the terms and conditions set forth in this Agreement, Balancing Act makes no express or implied warranties about the performance of Balancing Act, including warranties of merchantability or fitness for a particular purpose.
- C. Neither party shall be liable for false or defamatory statements, either orally or in writing, made by others who are not parties to this Agreement.

8. INSURANCE.

- A. Limits. Balancing Act shall procure and maintain in force during the term of this Agreement, at its own cost, the following minimum coverages:

- 1) Workers' Compensation and Employers' Liability:

State of Colorado: Statutory

- 2) General Liability:
 - i. General Aggregate Limit:
\$2,000,000
 - ii. Each Occurrence Limit:
\$1,000,000
 - iii. Technology Professional Liability:
\$2,000,000

B. Coverage. Insurance required by this Agreement shall:

- 1) Be primary coverage;
- 2) Be issued from a company licensed to do business in Colorado having an AM Best Rating of at least A-VI; and
- 3) Be procured and maintained in full force and effect for duration of work.

C. Cancellation. Within seven days after receiving insurer's notice of cancellation or reduction in coverage, Contractor, or its insurance broker, shall notify the City. In either such case, Contractor shall promptly obtain and submit proof of substitute insurance complying with the City's insurance requirements.

D. Certificate and Named Insured. At the request of Client, Balancing Act will obtain a certificate of insurance evidencing the coverage listed above. If applicable, Client agrees to pay the cost of obtaining a certificate of insurance.

9. ASSIGNMENT. Either Party may assign all or a portion of its rights or obligations under this Agreement but only with the express written consent of the other Party.

10. CONFIDENTIALITY. During the term of this Agreement, each party (the "Disclosing Party") may provide the other (the "Receiving Party") with certain confidential and proprietary information ("Confidential Information"). Confidential Information includes, but is not limited to, (a) the Deliverables under this Agreement, (b) all business, financial and technical trade secrets, (c) any written information which is marked "Confidential", and (d) any information which is orally disclosed, identified as confidential at the time of disclosure and confirmed in writing as being confidential within 30 days thereafter. Confidential Information shall not include information that (a) is publicly known at the

time of its disclosure; (b) is lawfully received by the Receiving Party from a third party not under an obligation of confidentiality to the Disclosing Party, or (c) is published or otherwise made known to the public by the Disclosing Party. The Receiving Party will refrain from using the Disclosing Party's Confidential Information except to the extent necessary to exercise its rights or perform its obligations under this Agreement. Except as required by law, the Receiving Party may not disclose the Disclosing Party's Confidential Information to any third party, other than its affiliates or representatives who have an absolute need to know such Confidential Information in order for the Receiving Party to perform its obligations and enjoy its rights under this Agreement, and only if such persons are informed of and are subject to the provisions of this Agreement. The Receiving Party remains liable for any unauthorized use or disclosure of the Confidential Information by any such representative or affiliate.

- 11. WEB SOFTWARE AND SITE TERMS OF USE AND PRIVACY POLICY.** Balancing Act shall include on the Balancing Act website its privacy policy ("Privacy Policy") that applies to the activities of Balancing Act and the users of Balancing Act, including the use of users' personal information. Client represents that it has read and is familiar with the Privacy Policy and, to the extent applicable, shall govern itself in accordance therewith.
- 12. INDEPENDENT CONTRACTOR.** Client and Balancing Act intend at all times to be independent contractors. Neither party is an employee, joint venture, agent or partner of the other, nor is either party authorized to assume or create any obligations or liabilities, express or implied, on behalf of or in the name of the other. The employees, methods, facilities and equipment of each Party shall at all times be under the exclusive direction and control of that Party.
- 13. GOVERNING LAW AND VENUE.** This agreement shall be construed in accordance with and governed by the laws of the State of New York and any claim or lawsuit brought to enforce the terms of this Agreement shall be brought in Orange County, New York.
- 14. FULL AUTHORITY.** The person agreeing to the terms and conditions of this Agreement states and affirms that they have the full authority of Client to enter into and execute this Agreement.

[Remainder of This Page Intentionally Left Blank; Signature Page Follows.]

IN WITNESS WHEREOF, CLIENT and BALANCING ACT have executed this Agreement as of the Effective Date.

City of Newburgh:

Signature

Date

Todd Venning, City Manager
Printed Name / Title

Per Resolution No.: _____ - 2021

Balancing Act:

7897 E. 24th Avenue, Denver, CO, 80238

Signature

Date

Chris Adams, President
Printed Name / Title

EXHIBIT A
SUBSCRIPTION AND SUPPORT

FOR SUBSCRIPTION, SUPPORT AGREEMENT BETWEEN BALANCING ACT AND the City of Newburgh, NY: DATED .

1. Client Information.

Name: City of Newburgh, NY
Contact Person: Alexandra Church
Phone: 845.569.9400
Email: achurch@cityofnewburgh-ny.gov

2. SUPPORT SERVICES

A. Balancing Act staff will provide one (1) training session via web conference for client staff. The training session will cover the following items:

- i) Setting up site, general orientation, strategic advice
- ii) Unlimited technical support and help understanding how to use features

B. Balancing Act staff will be reasonably available during business hours and days to provide technical support and strategic advice, as requested.

3. SUBSCRIPTION AGREEMENT

A. Design and Launch of the Site (s)

- i) Client will have access to design and launch Site (s) beginning on the date of execution of the agreement.

B. Live Site (s)

- ii) The Site (s) shall include Balancing Act products: Simulate for budget, Prioritize, and Taxpayer Receipt.
- iii) Client is responsible for selecting and uploading all content specific to its intended use of the Balancing Act products, including categories, subcategories, supporting information, additional details, numerical amounts, pictures, graphs or videos.

- iv) Client is solely responsible for the time and cost associated with content creation and inputting.

4. SUPPORT SERVICES

A. Administration and Site Support

- i) Balancing Act will provide up to two (2) hours per live site each month of Site administration, maintenance and support, including Client and user support during the Term. Support Services include, but may not be limited to the following:
 - General user support (password reset, site navigation issues, site utilization questions, etc.)
- ii) Any Support Services requested by Client other than Site administration, maintenance and support will be considered custom development and billed to client as outlined in Exhibit B.

EXHIBIT B

FEEES

FOR SUBSCRIPTION, SUPPORT AGREEMENT BETWEEN BALANCING ACT AND the City of Newburgh, NY DATED:

The following is a summary of the Fees associated with the Services provided by Balancing Act hereunder.

1. Licensing Fee (published budget)

- i. Subscription fee is \$5,800 per year, based on a 1-year contract, for a total cost of \$5,800.

2. Payment Schedule

- i. Invoice will be sent for the yearly licensing fee within 30 days of the effective date of the contract. Invoice for any agreed-upon additional services will be sent within 15 days of delivery.

3. General

- a. Except as otherwise provided herein or in an applicable SOW, all Fees due to Balancing Act will be payable within 45 days of receipt of the applicable invoice.
- b. All payments of the Fees must be made by cash or cash equivalent to Balancing Act at 7897 E. 24th Avenue, Denver, CO, 80238 or by ACH. Credit card payment can be arranged, but may incur a 3% fee.



Proposal for Newburgh, NY

Balancing Act is a suite of tools designed to educate and engage residents about a local government's financial issues.

Full Suite of Budget Engagement Software:

- **[Simulate](#)**: this tool provides a way for a government to frame tough financial tradeoffs and puts residents in the shoes of policymakers. It offers several different ways to interact with budget items and produces detailed, visual reports. Simulate is most often used for the general fund but can also be used for capital budgets or special purposes, such as ARPA funding.
- **[Prioritize](#)**: this tool offers a simple, visual way to present projects and costs. Government sets an overall budget and users select projects up to the specified amount, and then rank order them. The report provides weighted and unweighted results and can identify top projects based on three different voting techniques, including instant runoff. This is well suited to ARPA outreach, choosing capital projects, and participatory budgeting.
- **[Taxpayer Receipt](#)**: this app asks a few questions to generate an estimate of taxes paid and then creates a "receipt" showing how much a resident pays for each service. It is a way of demonstrating the value that government provides.

Annual Subscription:

Balancing Act is available as an annual subscription that includes all three tools, as well as unlimited subscription to Analytics: which gives you detailed insight into who is using the simulation and how they would balance tradeoffs, and [Meeting Mode](#): which modifies Balancing Act for use in face-to-face or online synchronous meetings. Onboarding and unlimited technical support are included. Balancing Act is a SaaS product and requires no installation.

Contract Duration for Full Suite		
1 year	3 years	5 years
\$5,800	\$5,220 /yr	\$ 4,640 /yr

See below for pricing of individual solutions:

Pricing Details for Individual Solutions			
	1 Year	3 years	5 years
Simulate	\$3,000	\$2,700	\$2,400
Prioritize	\$3,000	\$2,700	\$2,400
Tax Receipt	\$2,000	\$1,800	\$1,600

Expiration:

Proposal valid through 12/31/21

Contact:

Peter Dieterich, Director of Sales; peter@abalancingact.com, 303.282.9250
7897 E. 24th Avenue, Denver, CO, 80238

RESOLUTION NO.: ~~__302~~ 2021

OF

DECEMBER 13, 2021

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO
A MEMORANDUM OF AGREEMENT WITH
THE ORANGE COUNTY SHERIFF'S OFFICE FOR PRE-ARRAIGNMENT DETENTION
AT THE ORANGE COUNTY CORRECTIONAL FACILITY**

WHEREAS, the Orange County Sheriff's Office ("OCSO") is offering all local and state police agencies operating within Orange County the use of the Orange County Correctional Facility ("OCCF") for holding arrestees who require an arraignment in Orange County; and

WHEREAS, the City of Newburgh Police Department finds that having the OCCF available for pre-arraignment detention provides a benefit to the department; and

WHEREAS, use of the OCCF for pre-arraignment detention requires an Agreement between the City of Newburgh and the OCSO, a copy of which is annexed hereto and made part hereof; and

WHEREAS, the City Council of the City of Newburgh finds entering into such Agreement 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 a Memorandum of Agreement with the Orange County Sheriff's Office for pre-arraignment detention at the Orange County Correctional Facility.

MEMORANDUM OF AGREEMENT

Between

THE ORANGE COUNTY SHERIFF

And

LOCAL AND STATE POLICE AGENCIES

POLICY: Establish an agreement between the Orange County Sheriff's Office (hereinafter "OCSO") and all local and state police agencies, hereinafter referred to as "Police", operating within Orange County allowing the Police to utilize the Orange County Correctional Facility (hereafter, "OCCF") when approved.

INTENT: The intent of this agreement is to allow use of OCCF by the Police for holding arrestees who require an arraignment in Orange County.

AGREEMENT: The OCSO agrees to accept arrestees in custody of the Police to be temporarily housed within the OCCF and to safely, and securely, maintain custody of these individuals under the terms and conditions of this Agreement.

PROCEDURE: The following terms and conditions shall remain in effect for the duration of this agreement:

1. OCSO reserves the right to refuse admittance to any arrestee for any reason.
2. Arrestees in custody of the Police shall be accepted into the OCCF during the following time periods: a) 11:15 p.m. through 6:00 a.m.-7 days a week; and b) Holidays and Weekends: 8:30 a.m. through 2:30 p.m. and 3:30 p.m. through 5:30 p.m.
3. All arrestees shall be screened for mental health, medical needs and/or impairment that would require supervision. This screening will be done by the Arresting Agency using the State of New York Commission of Correction Office of Mental Health Suicide Prevention Screening Guidelines and the OCSO Arrestee Checklist. This must be completed before a determination is made of whether custody will be transferred to the Sheriff. A copy of these forms will be provided to each agency that signs this agreement and will also be available to the OCCF. A secondary screening form will be completed by the OCSO Booking and Medical staff prior to assuming custody.
4. No arrestee will enter the OCCF unless the District Attorney's Office is consulted with and validated with a bail recommendation for pre-arraignment detention.
5. No arrestee will be permitted to enter the OCCF while under the influence of any intoxicating substance.

6. The OCCF vehicular sally port (VSP) will be utilized to provide a secure transfer from the Police to the Booking area. The Police are required to search arrestee, on camera, inside the VSP, for weapons and contraband, before the Police will be allowed to enter the booking entrance. All arrestees must be in handcuffs prior to entry into the VSP and remain in handcuffs until the Booking Officer approves removal.
7. Any personal property of the arrestee should be logged in and secured in a property envelope by the Police agency. The property envelope will be brought to the OCCF along with the arrestee in the event the arrestee makes bail or is released.
8. Arrestees with immediate medical needs will not be accepted for admittance to the OCCF. In the event the arrestee presents in need of immediate medical attention, OCCF Medica provider will facilitate treatment until local EMS personnel arrive. The Police will retain custody of the arrestee.
9. If a Police Agency sets pre-arraignment bail, the arrestee will not be eligible for pre-arraignment detention.
10. All bail eligible offenses, all Class A, B, C, or D felonies, mandatory remands, and warrants are eligible for pre-arraignment detention. However, the following may be acceptable for admission subject to the terms and conditions of this Agreement.
 - a. Arrests for domestic violence related incidents, or for incidents involving offenses where an order of protection is needed.
 - b. E Felonies eligible for admission:
 - PL 130.25 Rape in the 3rd degree
 - PL 130.40 Criminal Sexual Act in the 3rd degree
 - PL 130.53 Persistent Sexual Abuse (VF)
 - PL 130.65a Aggravated Sexual Abuse in the 4th degree (VF)
 - PL 205.10 Escape in the 2nd degree
 - PL 205.05 Escape in the 3rd degree
 - PL 205.17 Absconding from temporary release in the 1st degree

PL 205.19 Absconding from a community treatment facility

PL 215.56 Bail Jumping 2nd degree

PL 240.55 Falsely Reporting an Incident in the 2nd degree (VF)

PL 240.61 Placing a False Bomb or Hazardous Substance in the 2nd degree (VF)

PL 265.02 Attempt to Commit Criminal Possession of a Weapon in the 3rd degree subdivisions 5, 6, 7 or 8 (VF)

- c. Driving While Intoxicated or Impaired refusals.
 - d. Aggravated Unlicensed Operation 1st degree.
 - e. Driving While Intoxicated (any felony).
11. An “Arrestee Checklist” form shall be completed by a member of the Police. The original shall be presented at the OCCF with the arrestee. A copy of the completed accusatory instrument(s), a criminal history, originating from the arresting agency’s ORI and all necessary paperwork to complete the arraignment will be submitted to the OCCF Booking staff. Police are responsible for the completion of the arrest processing, including fingerprinting and photographs of the arrestee at their own facility.
12. In the event of an incident (i.e., medical emergency/suicidal tendencies) that occurs **after** the arrestee has been screened and processed by booking staff, the OCCF will hold the subject and seek medical and/or mental health attention.
13. Prior to transporting an arrestee, the Police will contact the Orange County Jail at (845) 291-7720 and request to speak with the Administrative Sergeant to confirm the availability of a holding cell.
14. The Police may choose to hold an arrestee in their custody until the Centralized Arraignment Part is available if the arrest does not meet the requirements of this Agreement. If the Police elect to hold the arrestee, they must notify the Administrative Sergeant at (845) 291-7720 of their intention to arraign the arrestee at the next scheduled arraignment time. The Administrative Sergeant will make the proper notifications to all parties needed to conduct the arraignment.

15. Prior to the end of his/her tour it is the responsibility of the arresting Police member to inform Police coming on duty that an arrestee was placed into the OCCF.
16. The OCSO will conduct transfers from the OCCF to the central arraignment part located at the OCCF. The OCSO will not be responsible for any transportation of any arrestee to any other central arraignment part, the originating arrest Police are responsible for such transportation.
17. If an arrestee is released at arraignment, OCSO will provide said arrestee with a phone call to obtain a ride. However, if the arrestee is unsuccessful in obtaining a ride, the arresting agency will be responsible for providing transportation for the arrestee or will be billed for a travel voucher.

Signature/Printed name of Authorized Town or Village Official

Date

Signature of Sheriff or Undersheriff

Date

RESOLUTION NO.: 303-2021

OF

DECEMBER 13, 2021

**A RESOLUTION APPROVING A MEMORANDUM OF AGREEMENT
FOR THE CITY OF NEWBURGH PRECISION POLICING INITIATIVE**

WHEREAS, the City of Newburgh Police Department is undertaking the Precision Policing Initiative to drive down violent crime in the City of Newburgh; and

WHEREAS, the Precision Policing Initiative includes the participation of multiple law enforcement agencies who agree to follow the key recommendations from lessons learned and researched from previous joint initiatives; and

WHEREAS, the goals and objectives and the partner goals and responsibilities are identified in a Memorandum of Agreement between the City of Newburgh Police Department and the partner agencies, a copy of which is annexed hereto; and

WHEREAS, the City Council of the City of Newburgh finds entering into such Agreement 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 hereby approves the Precision Policing Initiative Memorandum of Agreement and that the City Manager is authorized to execute the Memorandum of Agreement, in substantially the same form as annexed hereto with other provisions as Corporation Counsel or the Police Commissioner may require, on behalf of the City of Newburgh.



Office of the City Manager

83 Broadway, Newburgh, New York 12550

(845) 569-7301/Fax (845) 569-7370

Todd Venning, City Manager

tvenning@cityofnewburgh-ny.gov

MEMORANDUM OF AGREEMENT

This memorandum of agreement will outline the City of Newburgh Precision Policing Initiative. Members of the Precision Policing Initiative agree to follow the key recommendations from lessons learned and researched from previous joint initiatives:

1. Establish Executive Commitment
2. Promote collaboration between the police and the prosecutors
3. Use grand juries and indictments strategically
4. Create initiative protocols to structure and guide the focused enforcement
5. Coordinate and share information developed
6. Provide adequate resources to investigators and street patrols
7. Create specialized caseloads
8. Know the individuals who are repeatedly involved in gun related incidents

The following agencies have agreed to provide a Deputy, Trooper, Officer, Investigator, Analyst, and /or Agent to work in the Precision Policing Initiative:

1. City of Newburgh Police Department
2. New York State Police Troop F
3. Orange County Sheriff's Office
4. Orange County District Attorney's Office
5. Orange County Probation
6. New York State Parole
7. Hudson Valley Crime Analysis Center
8. Bureau of Alcohol, Tobacco, Firearms, and Explosives
9. FBI / Hudson Valley Safe Streets Taskforce
10. United States Probation

The initiative will work out of the City of Newburgh Police Department and will become an arm of the City of Newburgh Police Department's Patrol and Investigative Divisions utilizing all the resources available from all agencies. This initiative will be organized and monitored by the City of Newburgh Police Commissioner and his designee.

The goals and objectives of the Precision Policing Initiative are the following:

1. To reduce street-level violence by 15%
2. To reduce gun involved violence by 15%
3. Increase the number of handguns recovered during officer-initiated stops by 25%
4. Decrease confirmed ShotSpotter incidents by 15%
5. Reduce shootings between the hours of 7AM and 7PM by 30%

Partnership roles and responsibilities will be as follows:

New York State Police:

The state police will commit to sharing their resources including, uniformed troopers to enforce the Vehicle and Traffic Law, Community Stabilization Team which is made up of 4 investigators and one uniformed trooper, Major Crimes Unit to assist CNPD Detectives and the resources of the NYS Intelligence Center in Albany. The NYSP will also bring a License Plate Reader to the City of Newburgh for deployment when available.

Orange County Sheriff's Office:

The Orange County Sheriff's Office is a GIVE partner. The OCSO will commit to having a uniform presence here in the City of Newburgh in addition the investigator who is currently assigned to the Non-Fatal Shooting Taskforce. The uniform deputies will provide manpower assistance and enforcement of the Vehicle and Traffic Law. In addition the OCSO will provide intelligence from the Orange County Jail and monitor jail calls as it pertains to group involved violence here in the City of Newburgh.

Bureau of Alcohol, Tobacco, Firearms, and Explosives:

The ATF has committed to work alongside the City of Newburgh Police Department in active firearm cases. This will include tracing each firearm recovered and identifying who is purchasing these firearms and how they are making their way up to the City of Newburgh. In addition, the ATF will be developing NIBIN leads on ballistic evidence recovered here in the Newburgh. If the ballistic evidence generates an investigative lead from NIBIN a report will be generated through the HVCAC.

FBI/Safe Streets Taskforce:

The HVSSTF will continue to work here in the City of Newburgh in a mostly covert capacity assisting the City of Newburgh Police Department in several ongoing investigations. In addition the HVSSTF will work with United States Probation in the routine debriefing of people who are currently being supervised by US Probation. HVSSTF will relay any intelligence to the City of Newburgh Police Department.

Orange County Probation:

Orange County Probation is committed to continue being a GIVE partner and working together with the City of Newburgh Police Department. Probation will be debriefing probationers that are connected to our groups as well performing Custom Notifications to offer assistance and services to group members on probation. Probation will assist the City of Newburgh Police Department with identification of group members and perform home visits as necessary.

Orange County District Attorney's Office:

The Orange County District Attorney's Office will continue to support the City of Newburgh Police Department as a GIVE partner. The OCDA will assist in Criminal Investigations and work with City of Newburgh Police to increase Custom Notifications as a way to offers services to group members and their families. The OCDA will continue to partner with the City of Newburgh Police Department and the Orange County Sheriff's Office as a part of the Non-Fatal Shooting Taskforce. Lastly the OCDA will take an aggressive stance on all group involved cases prosecuted here in Orange County.

Hudson Valley Crime Analysis Center:

The HVCAC will commit to sharing intelligence with the City of Newburgh Police Department and its partners. Specifically the HVCAC will create a map showing where probationers, parolees and federal probationers reside. The HVCAC will continue to work on monitoring the social media accounts of all group members.

New York State Parole:

New York State Parole as another of our GIVE partners will continue to work with the City of Newburgh Police Department. Parole will continue performing home visits on group members and debriefing parolees. Intelligence gathered will be shared with the City of Newburgh Police Department and its partners.

United States Probation:

Federal Probation will commit to working alongside the City of Newburgh Police Department and will monitor all group members that are being supervised by federal probation. In addition probation currently has officers supplanted in

taskforces throughout the Hudson Valley. Probation will also assist the City of Newburgh Police Department by performing home visits on probationers when applicable. Probation will debrief their probationers that are known group members.

City of Newburgh Police Department:

The City of Newburgh Police Department is committed to working with all of our partners to drive down violent crime in the City of Newburgh. The CNPD will continue to focus our law enforcement efforts on the group members that are driving the violence in the City. As a GIVE jurisdiction we are committed to performing Custom Notifications on group members who need assistance and are looking for resources. The City of Newburgh Police Department will share any intelligence gathered from any debriefings or collected from our partners. This latest initiative will be done in a way that is transparent, evidence-based and legitimate.

Time Frame:

The Precision Policing Initiative will tentatively begin the week of December 5th, 2021. The initiative will operate two days a week for approximately eight to twelve weeks in total. Hours and days of the week will vary depending on several operational factors.

Sustainability:

At the completion of the Precision Policing Initiative it is the City of Newburgh Police Department's intent to maintain the goals and objectives accomplished. This will be completed utilizing a two pronged strategy, short term and long term.

The short term strategy will be to utilize GIVE funding to create weekly Precision Policing Details consisting of four-six personnel teams. This four-six person team will continue the effort to maintain the objectives defined in this document and further reduce gun involved violence.

The long term strategy is to utilize Grant funding to establish a six person full time unit. This unit will be a Precision Policing Unit, utilizing the data, foundation, and progress captured from the 2021 Initiative and GIVE details following. This Unit will be proactive in nature, fluid, and have resources and abilities in the Investigative Department as well as the Uniform Division. The unit will comprise of one Supervisor, three Patrolmen, and two Investigators.

RESOLUTION NO.: 304 - 2021

OF

DECEMBER 13, 2021

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEWBURGH
DECLARING JANUARY 6TH CIVICS DAY IN THE CITY OF NEWBURGH, NEW YORK**

WHEREAS, We the People of the United States of America should celebrate an enduring quality that has differentiated us these past centuries from most countries in the world which is the hard-fought struggle for free elections for our citizens and the peaceful transfer of power from one elected official to another even in opposition; and

WHEREAS, a truly functioning democracy with free elections where the opponent to the incumbent can win and a peaceful transfer of power can occur differentiate the United States from most countries on earth; and

WHEREAS, on January 6, 2021, that tradition of peaceful transfer nearly came to a halt with an assault on America in an attempt to steal the election and overthrow the Constitution;

WHEREAS, January 6 now provides We the People the opportunity to renew our commitment to free elections and the peaceful transfer of power; and

WHEREAS, January 6 is to be a day of open house in the government assemblies in the cities, villages, towns, counties and states for the places where the representatives of We the People meet to govern us be open for a day of civic tourism to walk the hallways and sit in the chambers in the rooms where it happens where those who protect these places where democracy happens welcome citizens with open arms and not have to defend themselves in fear for their lives and pledge that all citizens will be able to participate in the democratic process including people you disagree with; and

WHEREAS, January 6, 2022, be the first day where We the People celebrate our tradition gained through decades of struggle of enabling American citizens to vote;

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Newburgh, New York hereby proclaims January 6, 2022 as the first Civics Day in the City of Newburgh, New York, and that annually thereafter January 6th shall be celebrated as Civics Day in the City of Newburgh, New York.

ORDINANCE NO.: 9 - 2021

OF

DECEMBER 13, 2021

AN ORDINANCE AMENDING CHAPTER 163 ENTITLED "FEES" OF THE CODE
OF THE CITY OF NEWBURGH

BE IT ORDAINED by the City Council of the City of Newburgh that:

Section 1. Chapter 163 entitled "Fees" of the Code of the City of Newburgh be and hereby is amended as follows:

§ 163-1. Applicability.

Notwithstanding any other provision in this Code, the following schedule of fees is hereby established with respect to licenses, permits, registrations, applications, subscriptions and activities required or regulated under the provisions of the Code of the City of Newburgh. Specific requirements and regulations shall be as set forth in the chapter to which reference is made below. The following schedule of fees shall remain in effect until rescinded or amended.

Code Section	Type of Fee	Amount
§ <u>293-38</u>	Quarterly metered water rates per 1,000 gallons	
	First 1,000 gallons	Inside City: \$7.43 <u>7.88</u> Outside City: \$11.14 <u>11.81</u>
	Additional usage	Flat rate of \$7.43 <u>7.88</u> (\$11.14 <u>11.81</u> outside City) per 1,000 gallons
	Minimum quarterly charge:	
Meter Size (inches)	Gallons Allowed	Inside City Outside City
+5/8	6,000	\$44.48 <u>47.28</u>
+5/8	9,000	\$100.26 <u>106.29</u>
3/4	14,000	\$104.02 <u>110.32</u> \$155.96 <u>165.34</u>
1	24,000	\$178.32 <u>189.12</u> \$267.36 <u>283.44</u>

Underlining denotes additions
~~Strikethrough~~ denotes deletions

1 1/2	42,000	\$312.06 <u>330.96</u>	\$467.88 <u>496.02</u>
2	83,000	\$616.69 <u>654.04</u>	\$924.62 <u>980.23</u>
3	120,000	\$891.60 <u>945.60</u>	\$1,336.80 <u>1,417.20</u>
4	180,000	\$1,337.40 <u>\$1,418.40</u>	\$2,005.20 <u>2,125.80</u>
6	315,000	\$2,340.45 <u>2,482.20</u>	\$3,509.10 <u>3,720.15</u>
8	675,000	\$5,015.25 <u>5,319.00</u>	\$7,519.50 <u>\$7,971.75</u>

A surcharge shall be added to the above charges for water services in the amount of 14%. This extra charge is made for the purpose of financing the cost of obtaining water from the New York City Aqueduct. Such surcharge shall be effective on October 1, 1981, and shall continue to be made in every quarterly billing period in which any water is taken from the Aqueduct tap.

Section 2. This Ordinance shall take effect on January 1, 2022.

Underlining denotes additions
~~Strikethrough~~ denotes deletions

WATER RATES BY METER SIZE

METER SIZE	GALLONS	INSIDE CITY	OUTSIDE CITY
5/8"	6,000	\$44.58 (47.28)	
5/8"	9,000 (usage outside city)		\$100.26 (\$106.29)
3/4"	14,000	\$104.02 (110.32)	\$155.96 (165.34)
1"	24,000	\$178.32 (189.12)	\$267.36 (283.44)
1 1/2"	42,000	\$312.06 (330.96)	\$467.88 (496.02)
2"	83,000	\$616.69 (654.04)	\$924.62 (980.23)
3"	120,000	\$891.60 (945.60)	\$1,336.80 (1,417.20)
4"	180,000	\$1,337.40 (1,418.40)	\$2,005.20 (2,125.80)
6"	315,000	\$2,340.45 (2,482.20)	\$3,509.10 (3,720.15)
8"	675,000	\$5,015.25 (5,319.00)	\$7,519.50 (7,971.75)

Sewer Usage is 108% of Water Amount

Water Facility Fee is \$7.34 per unit.

1.000	=	\$ 7.34
1.750	=	\$12.85
2.500	=	\$18.35
3.250	=	\$23.86

Sewer Facility Fee is \$4.71 per unit

1.000	=	\$ 4.71
1.750	=	\$ 8.24
2.500	=	\$11.78
3.250	=	\$15.31

Over the minimum usage = \$ 7.43 (7.88) Water Inside City Limits
= \$11.14 (11.81) Water Outside City Limits

Sewer Inside City Rate 108% of 7.88 = \$8.51

TOWN BILLS

\$11.14 (11.88) = WATER OUTSIDE CITY LIMITS PER UNIT

\$12.03 (12.76) = SEWER OUTSIDE CITY LIMITS PER UNIT

RESOLUTION NO.: 305 -2021

OF

DECEMBER 13, 2021

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEWBURGH
CANCELLING THE SECOND WORK SESSION AND
REGULAR MEETING OF DECEMBER 2021**

BE IT RESOLVED, by the Council of the City of Newburgh, New York that a pursuant to City Charter Section C4.01(E) that the second work session of December 23, 2021 and the second regular meeting of December 27, 2021 be and hereby are cancelled.

RESOLUTION NO.: 306 - 2021

OF

DECEMBER 13, 2021

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A PAYMENT
OF CLAIM WITH GYEWAN KIM IN THE AMOUNT OF \$4,000.00**

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

WHEREAS, the parties have reached an agreement for the payment of the claim in the amount of Four Thousand and 00/100 Dollars (\$4,000.00) in exchange for a release to resolve all claims among them; and

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

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the City Manager is hereby authorized to settle the claim of Gyewan Kim in the total amount of Four Thousand and 00/100 Dollars (\$4,000.00) and that the City Manager be and he hereby is authorized to execute documents as the Corporation Counsel may require to effectuate the settlement as herein described.