

A regular meeting of the City Council of the City of Newburgh was held on Monday, April 25, 2022 at 7:00 PM in the third floor Council Chambers at City Hall, 83 Broadway, Newburgh, NY.

Moment of Silence / Momento de Silencio

President Pro-tem Monteverde asked for a Moment of Silence followed by the Pledge of Allegiance.

Pledge of Allegiance / Juramento a la Alianza

Roll Call / Lista de Asistencia

Present - President Pro-tem Monteverde presiding; Councilmember Grice, Councilmember Martinez, Councilmember Shakur, Councilmember Sklarz, Councilmember Sofokles - 6

Absent - Mayor Harvey - 1

COMMUNICATIONS

Resolution No. 97 - 2022 - Resolution to Appoint President Pro-Tem

**Giselle Martinez moved and Councilman Grice seconded.
Ayes: Grice, Martinez, Monteverde, Shakur, Sklarz, Sofokles - 6
Adopted**

Arbor Day Proclamation

Approval of the minutes from the City Council meeting of April 11, 2022 / Aprobacion del Acta de la Reunion General del Consejo del 11 de abril de 2022

**Councilman Grice moved and Councilman Shakur seconded.
Ayes: Grice, Martinez, Monteverde, Shakur, Sklarz, Sofokles - 6
Carried**

PRESENTATIONS

PCRRB Annual Report Presentation



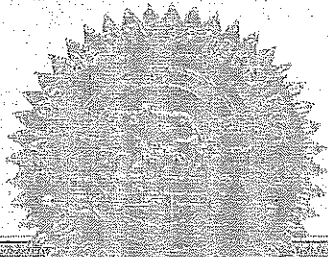
BY THE MAYOR OF THE CITY OF NEWBURGH

A PROCLAMATION

CELEBRATING ARBOR DAY

- WHEREAS:** In 1872, J. Sterling Morton proposed to the Nebraska Board of Agriculture that a special day be set aside for the planting of trees; and
- WHEREAS:** this holiday, called Arbor Day, was first observed with the planting of more than a million trees in Nebraska; and
- WHEREAS:** Arbor Day is now observed throughout the nation and the world; and
- WHEREAS:** trees can reduce the erosion of our precious topsoil by wind and water, cut heating and cooling costs, moderate the temperature, clean the air, produce life-giving oxygen, and provide habitat for wildlife; and
- WHEREAS:** trees are a renewable resource giving us paper, wood for our homes, fuel for our fires and countless other wood products; and
- WHEREAS:** trees in our city increase property values, enhance the economic vitality of business areas, and beautify our community; and
- WHEREAS:** trees, wherever they are planted, are a source of joy and spiritual renewal.
- THEREFORE:** I, Torrance R. Harvey, Mayor of the City of Newburgh, New York do hereby proclaim ARBOR DAY on April 29, 2022, in the City of Newburgh, and I urge all citizens to celebrate Arbor Day and to support efforts to protect our trees and woodlands.

In witness thereof, I have hereunto set my hand and caused the Seal of the City of Newburgh to be affixed this 25th day of April in the year of our Lord Two Thousand and Twenty-two.



Mayor Torrance R. Harvey



City Manager's Update

Newburgh City Council Meeting

Monday, April 25, 2022

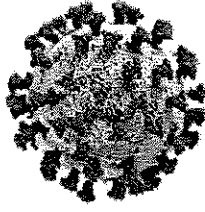


Novel Coronavirus (COVID-19)

For more information

Hotline: 1-888-364-3065

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



New York State Department of Health COVID-19 Tracker

Testing data as of: 4/23/2022 2 PM
Testing data last updated on: 4/24/2022

Statewide

Tested Positive (4/23)
5,931

Total Results Received (4/23)
93,095

Tested Positive (Cumulative)
5,100,752

Total Results Received (Cumulative)
107,092,879

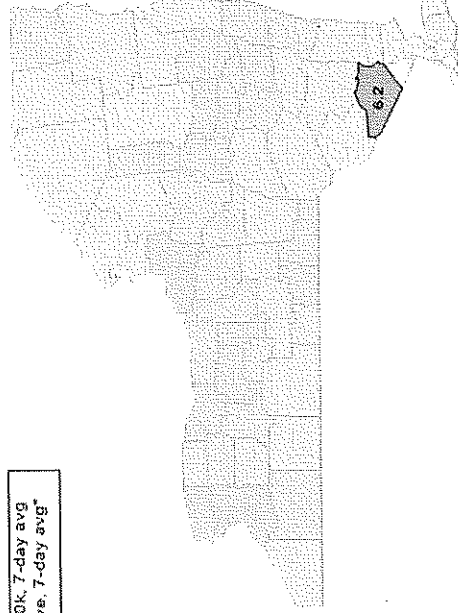
Tested Positive by Sex (Cumulative)

Female 51.9% Male 46.4% Unknown 1.7%

Positive Tests by County

○ Cases per 100k, 7-day avg
● Test % Positive, 7-day avg

2.9 16.6



LOW

In Orange County, New York, community level is Low.

- Stay up to date with COVID-19 vaccines
- Get tested if you have symptoms

Click County to See Detail
Click Again for Statewide

Onondaga
Ontario
Orange
Orleans
Oswego
Otsego
Putnam
Queens
Rensselaer
Richmond
Rockland
Saratoga
Schenectady
Schoharie
Schuyler
Seneca
St. Lawrence
Steuben
Suffolk
Sullivan
Tioga
Tompkins
Ulster
Warren
Washington
Wayne
Westchester
Wyoming
Yates

County Testing Details: Orange (4/23)

Tested Positive (Prior Day)	98	Total Results Received (Prior Day)	1,461	Cases per 100k (Prior day)	25.7	Test % Positive (Prior Day)*	6.8%	Tested Positive (Cumulative)	108,421	Total Results Received (Cumulative)	1,614,620
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Help limit the spread of COVID-19 to keep yourself, your family and those around you healthy.

- Get **vaccinated**
- Get **boosted** when you're eligible
- **Test** at the first sign of symptoms
- Reach out to your health care provider with **positive results**
 - Get **treatment** before symptoms get worse

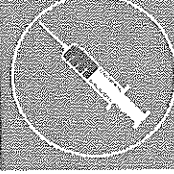
ny.gov/vaccine



Find COVID-19
Vaccines Near You

Visit vaccines.gov

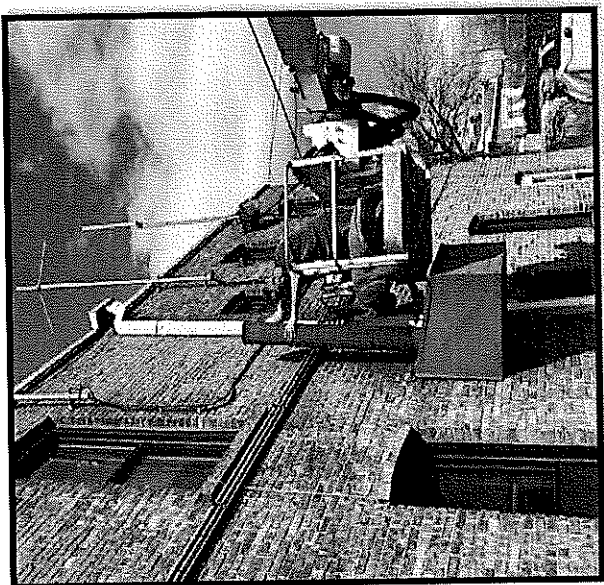
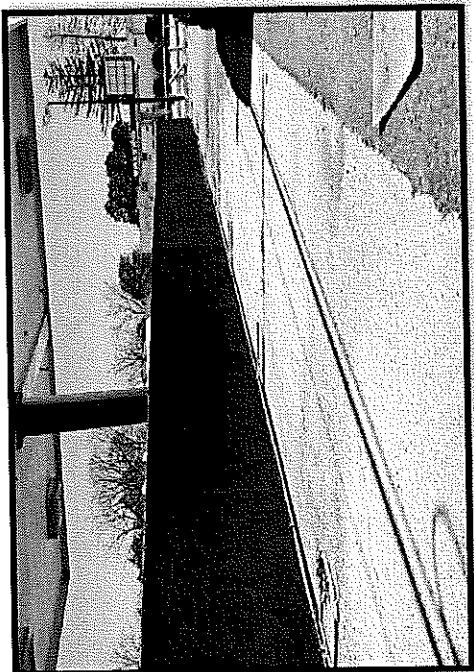
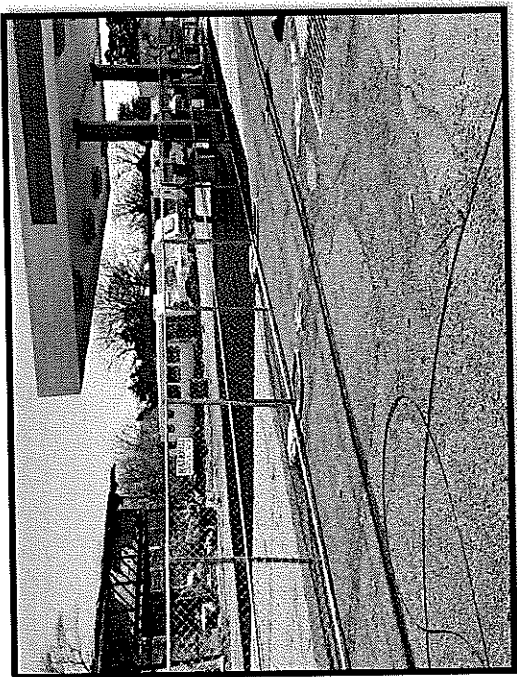
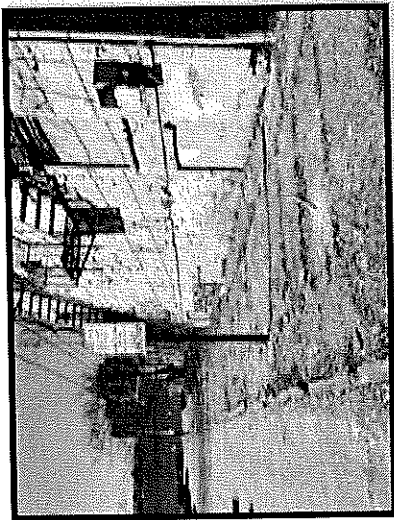
Or Call [1-800-232-0233](tel:1-800-232-0233)

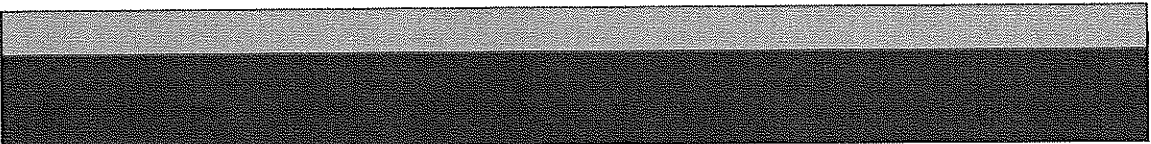
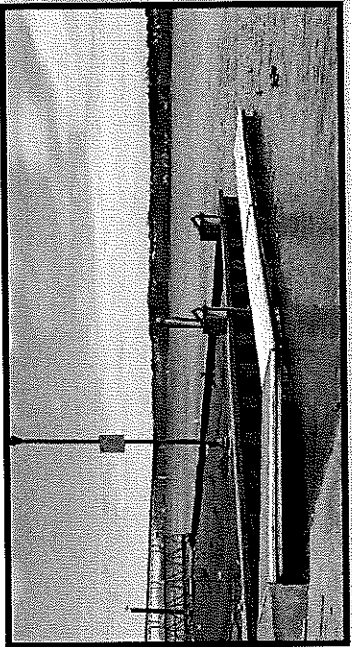
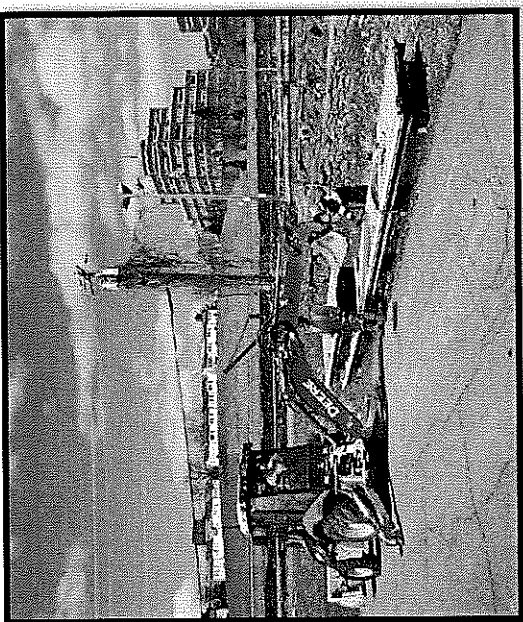
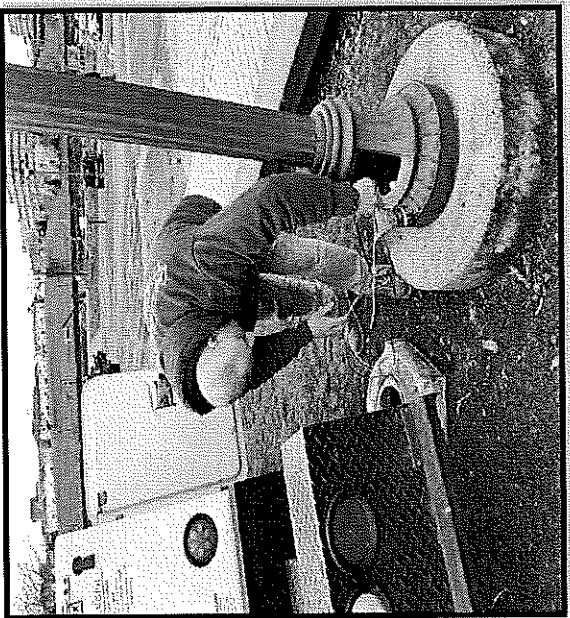
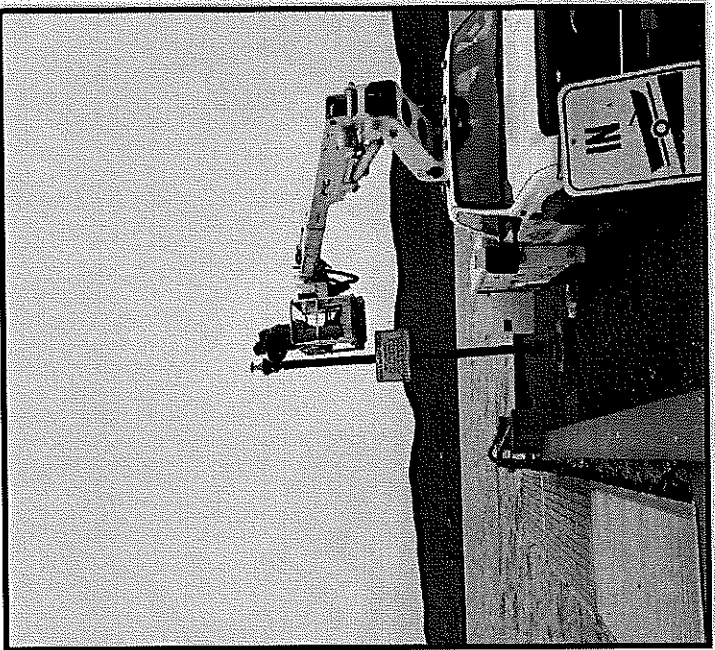
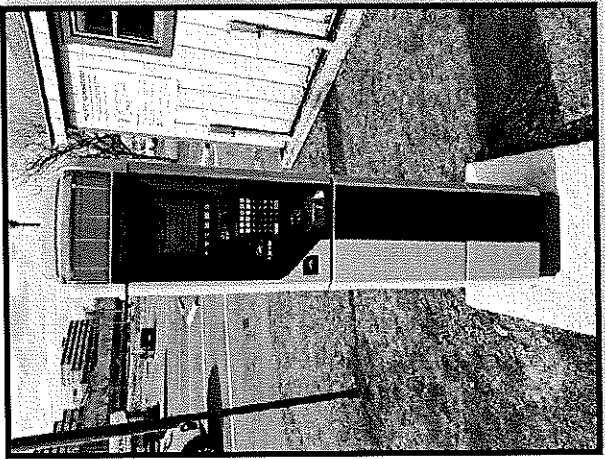


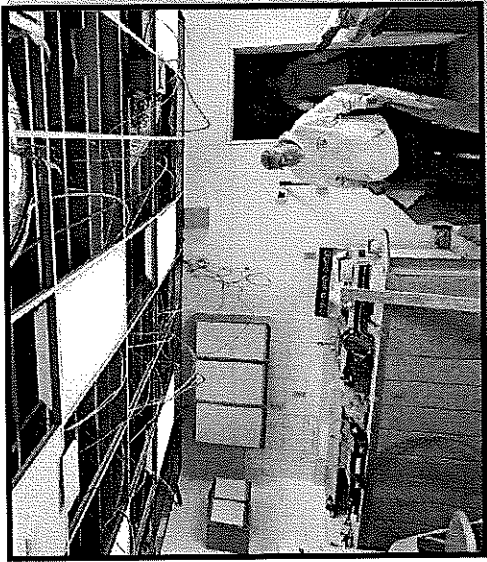
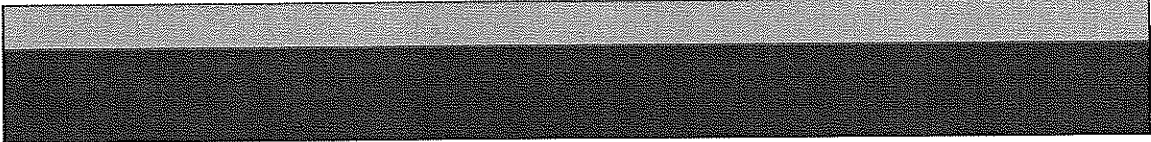
COMPLIMENTARY RIDES
TO **VACCINE SITES**

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

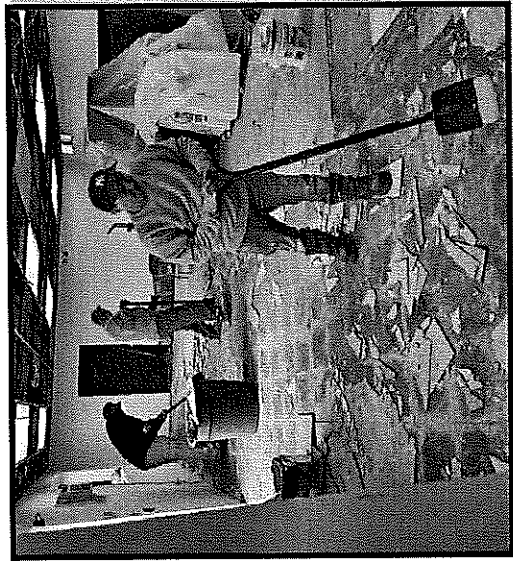
CALL: 845-569-7420



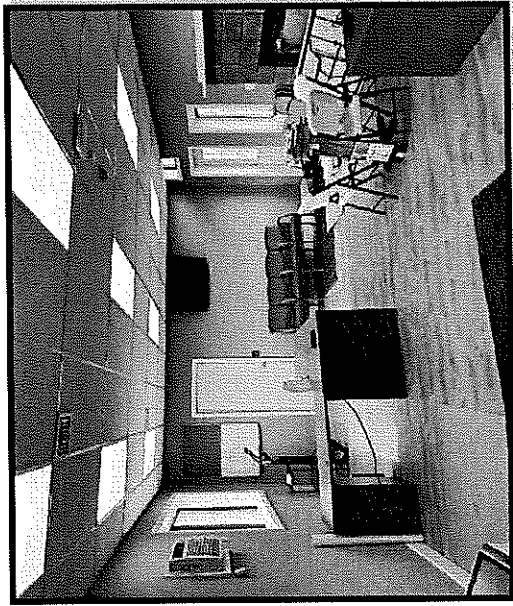




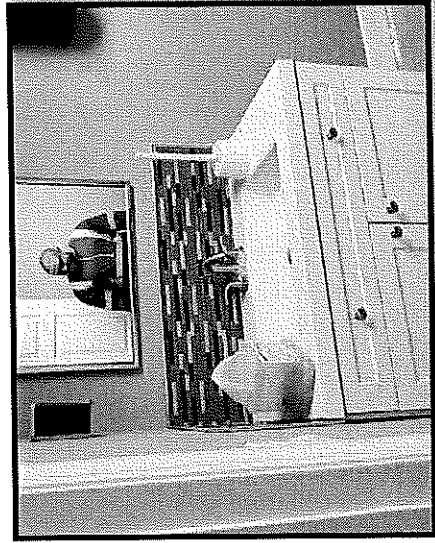
BEFORE

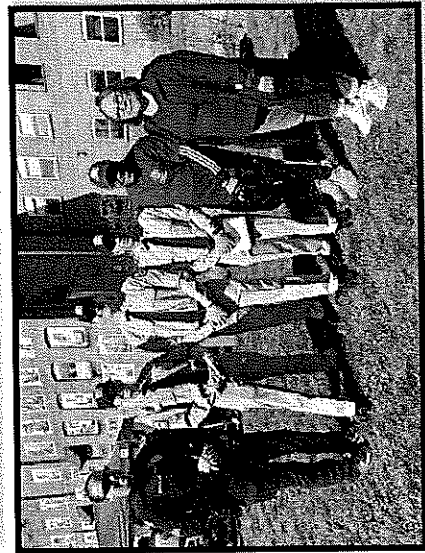
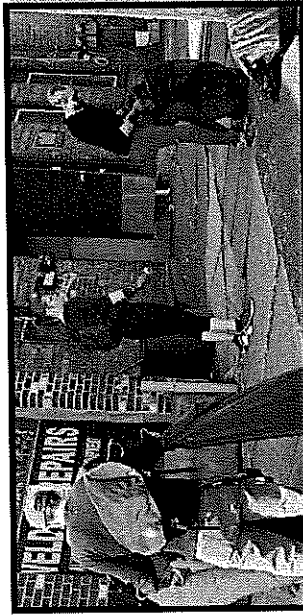
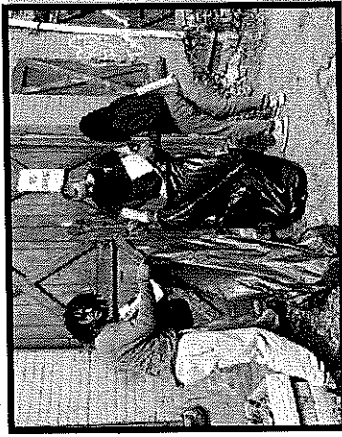


AFTER



REAR OFFICE
REBUILD COMPLETE

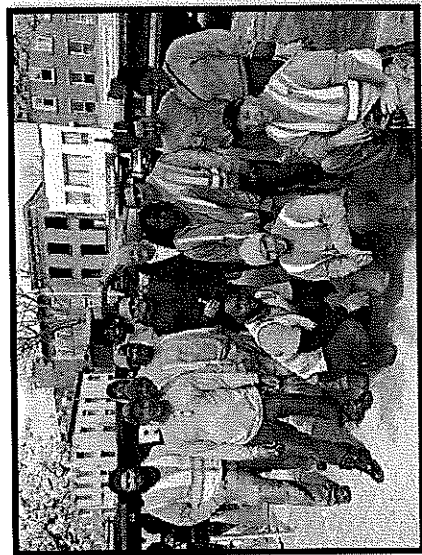


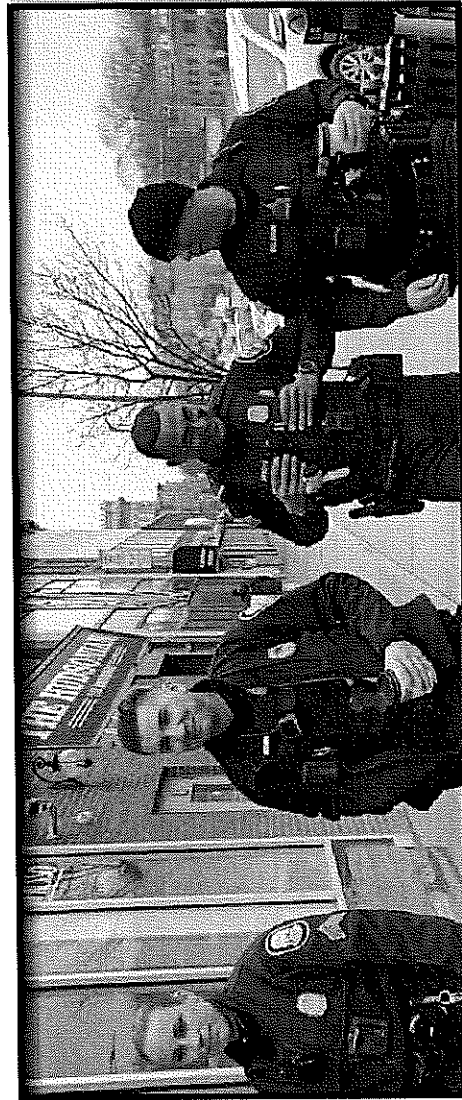
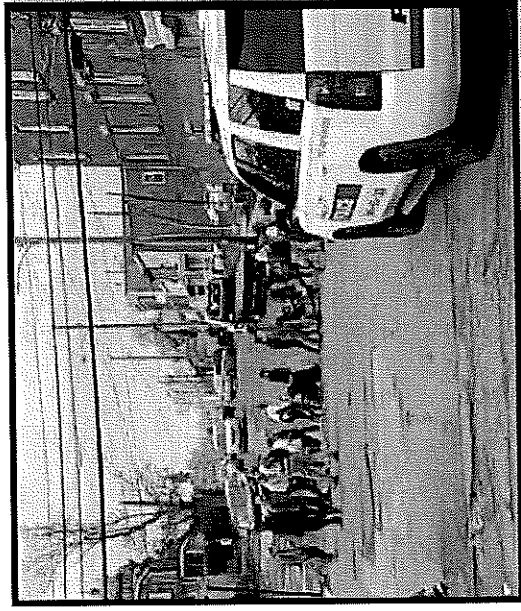
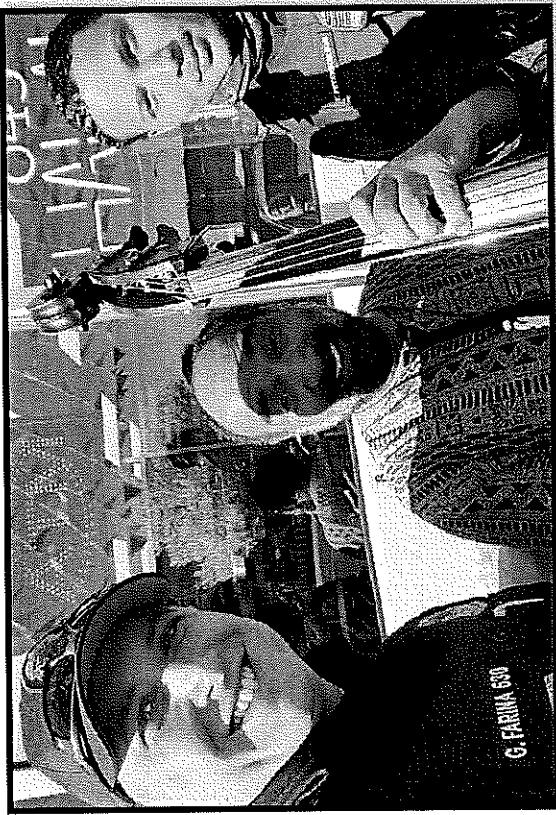
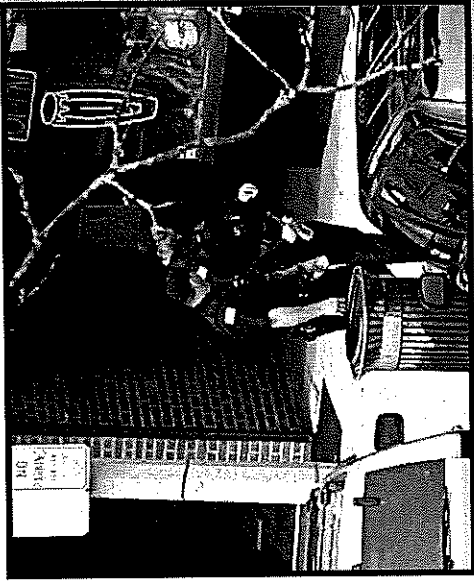




**SAFE
HARBORS
OF THE HUDSON**
HOUSING • ARTS • COMMUNITY

**NEWBURGH
COMMUNITY CLEAN UP**





(Photo by Spectrum News 1)



HOPE[®] not HANDCUFFS

Hudson Valley

833-428-HOPE



TEAM Newburgh
in collaboration with
City of Newburgh PD:

30 APRIL

MOBILE DRUG TAKE BACK *Day*

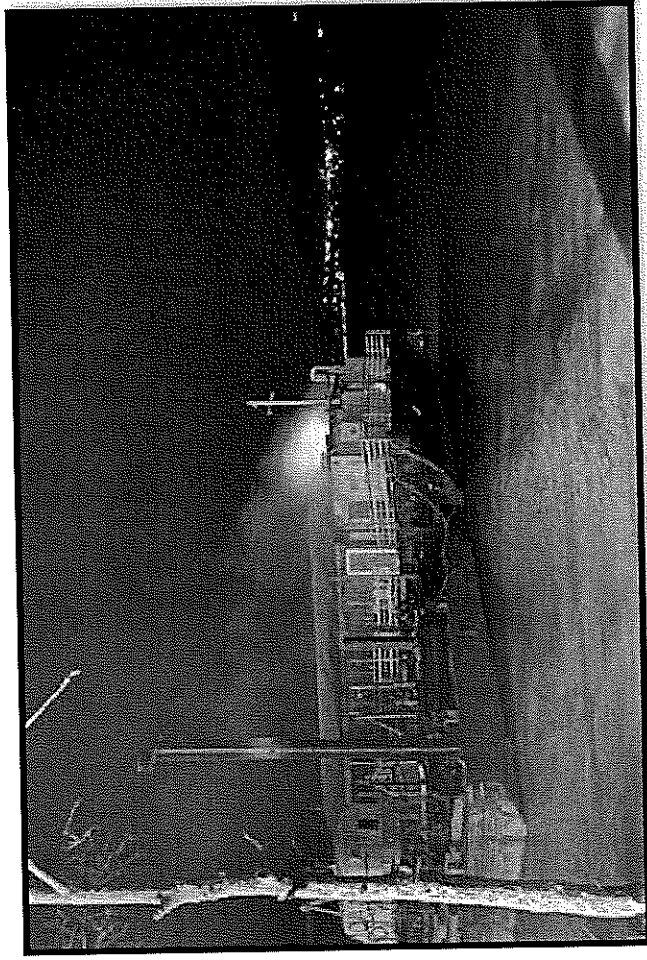
Safe Medication Disposal - Pop-up
Naloxone Trainings - Prevention Info

Locations: Cornerstone Residence, Varick Peterson
Homes, Burton Towers, Lake Street Apartments,

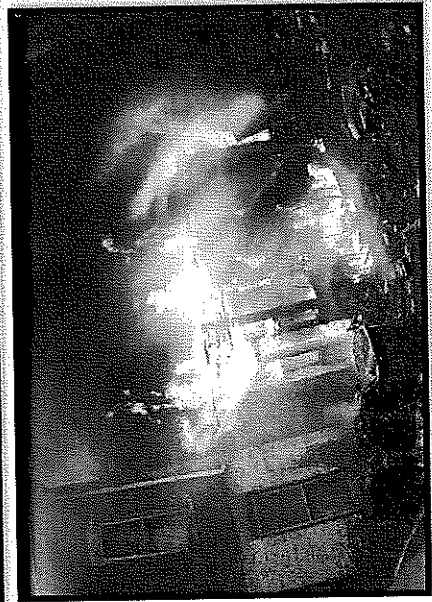
more TBD

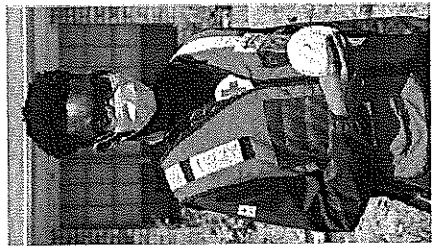
The drug overdose epidemic in the United States is a clear and present public health, public safety, and national security threat. DEA's National Prescription Drug Take Back Day reflects DEA's commitment to Americans' safety and health, encouraging the public to remove unneeded medications from their homes as a measure of preventing medication misuse and opioid addiction from ever starting.

11 SOUTH MILLER STREET



GULLY'S





SMOKE ALARMS SAVE LIVES!

Working smoke alarms can cut the risk of death from home fires in half.

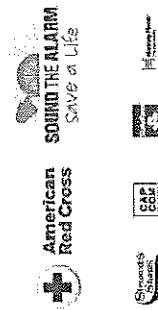
That's why we're rallying volunteers, fire departments and partners to *Sound the Alarm*, where it's safe to do so.

Together, we're installing **FREE** smoke alarms in your community. Request a smoke alarm installation today!

Newburgh, NY
Saturday, May 14
8 a.m. - 4 p.m.

Our teams will install up to three **FREE** smoke alarms to make your home safer and help you develop a personalized fire escape plan.

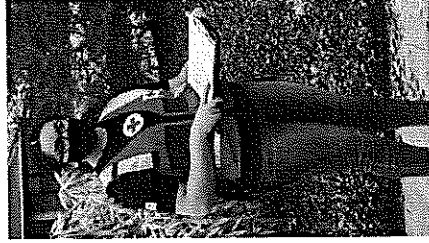
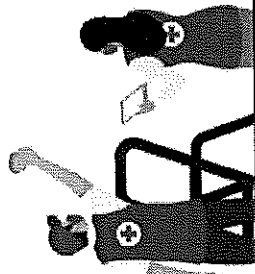
Learn more at RedCross.org/STAeny
or call 845-249-4228.



SM-100-1007



SOUND THE ALARM
Save a Life



¡Las alarmas de humo salvan vidas!

Las alarmas de humo que funcionan pueden reducir el riesgo de muerte a la mitad en incendios domésticos.

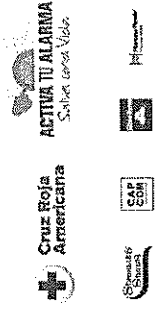
Por esa razón, estamos buscando voluntarios, departamentos de bomberos y colaboradores para la campaña *Activa tu Alarma*, donde es seguro hacerlo.

Juntos, instalaremos alarmas de humo **GRATUITAS** en su comunidad. ¡Solicita una instalación de alarma de humo hoy mismo!

Newburgh, Nueva York
sábado, 14 de mayo
8 am-4 pm

Nuestros equipos instalarán hasta tres detectores de humo **GRATIS** y le ayudarán a desarrollar un plan personalizado de escape en caso de un incendio.

Visite RedCross.org/STAeny
o llame al 845-249-4228.



SM-100-1007

City of Newburgh Recreation Youth Baseball Program

\$40

6 Week Program

May 10th - June 17th*

*Dates subject to change

401 Washington Street, Newburgh, NY Baseball Field #2

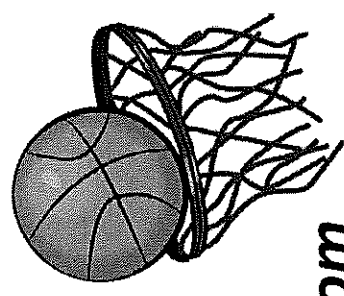
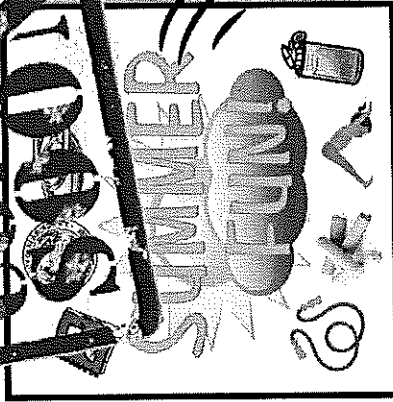
Tee Ball
5-6 Years Old
Fridays
6:00PM - 7:00PM

Minors
7-8 Years Old
Tues. & Thurs.
6:00PM - 7:00PM

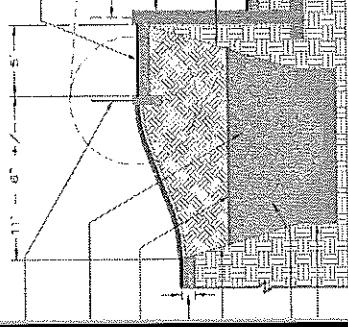
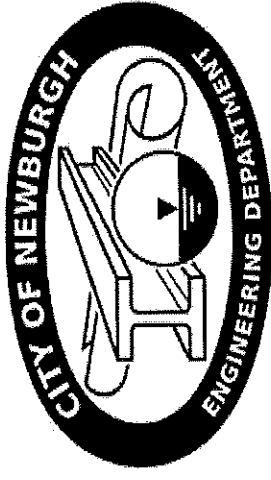
Majors
9-10 Years Old
Tues. & Thurs.
7:00PM - 8:00PM



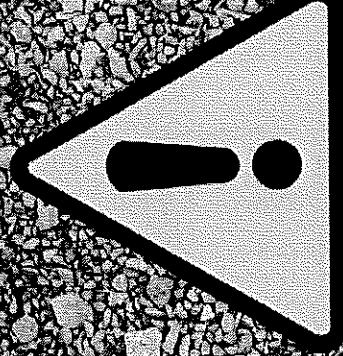
COMING SOON!



REGISTER ONLINE AT <https://cityofnewburgh.recdesk.com>

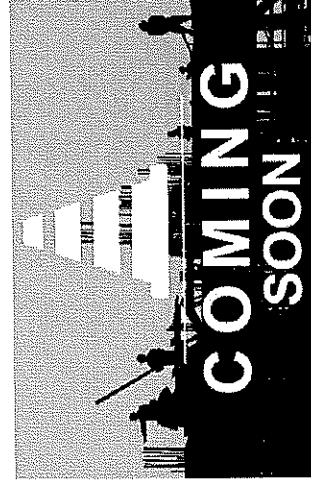
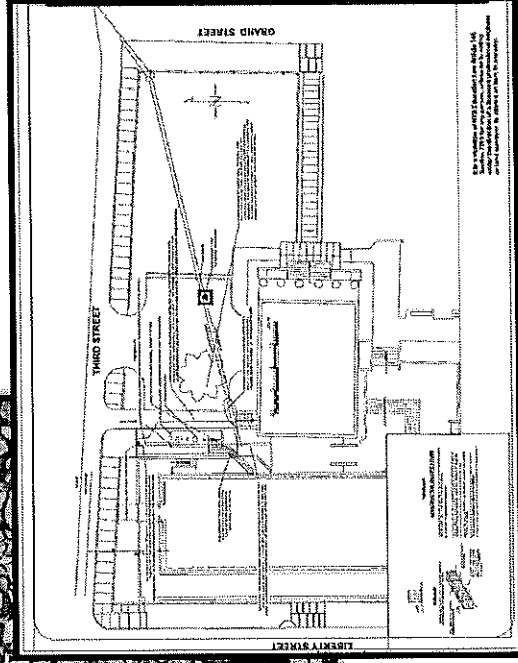


Construction Notification



**EXPECT ROAD CLOSURES
AND DETOURS**

**REMOVAL OF ONE
UNDERGROUND
STORAGE TANK LOCATED
AT 125-129 GRAND
STREET**





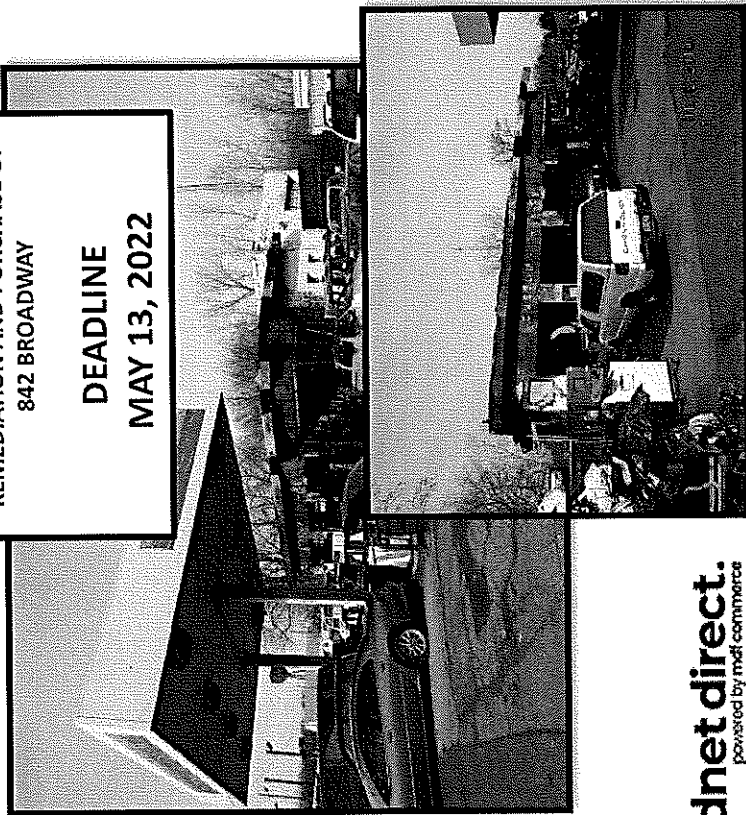
CITY OF NEWBURGH ISSUES TWO REQUEST FOR PROPOSALS

RFP # 14.22

REMEDIATION AND PURCHASE OF
842 BROADWAY

DEADLINE

MAY 13, 2022

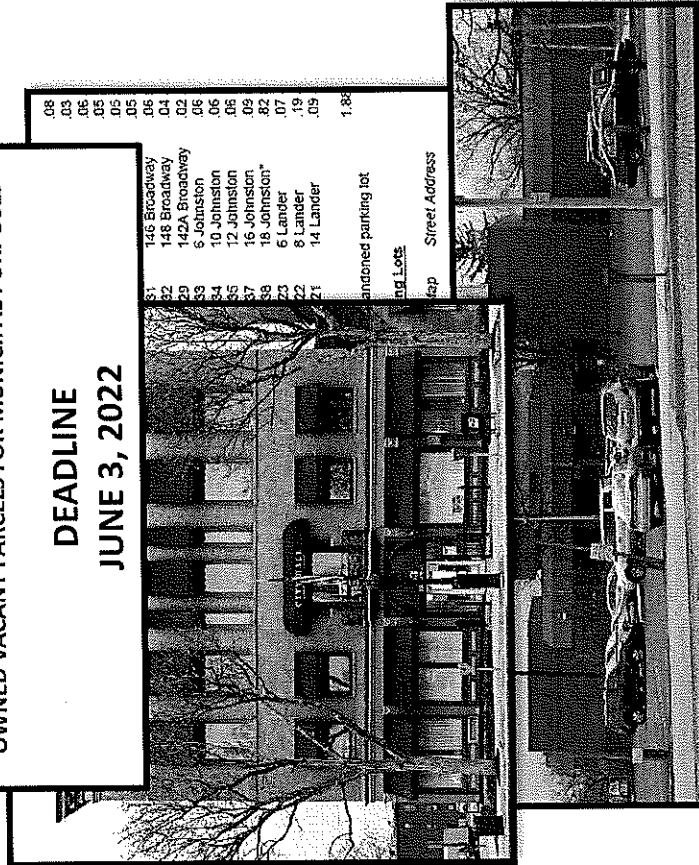


RFP # 11.22

REMEDIATION AND ACQUISITION OF TWO MUNICIPAL
BUILDINGS AND THE DEVELOPMENT OF SEVERAL CITY-
OWNED VACANT PARCELS FOR MUNICIPAL PURPOSES

DEADLINE

JUNE 3, 2022



146 Broadway
148 Broadway
142A Broadway
6 Johnston
10 Johnston
12 Johnston
16 Johnston*
6 Lander
8 Lander
14 Lander
1.85
1.08
.03
.06
.05
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.82
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.19
.09
1.85

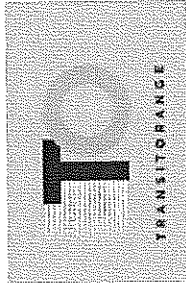
abandoned parking lot

104 Lots

Map Street Address

bidnet direct.
powered by mdi commerce

Interested bidders can download plans and specifications at no charge from www.BidNetDirect.com



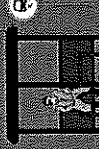
TO



QUESTIONS CONCERNS COMPLIMENTS



WE WANT TO
HEAR FROM YOU



PHONE: 845-615-3850

WEBSITE: WWW.RIDETRANSITORANGE.COM

EMAIL: TRANSITORANGE@ORANGECOUNTYGOV.COM

TO



PREGUNTAS QUEJAS ELOGIOS



QUEREMOS
SABER DE TI



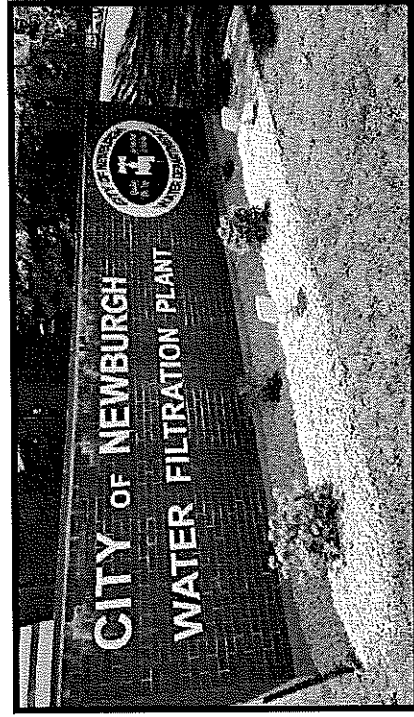
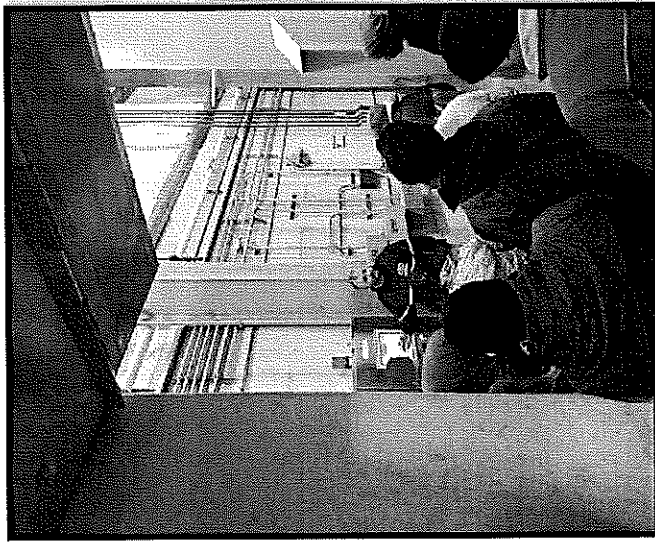
TELÉFONO: 845-615-3850

SITIO WEB: WWW.RIDETRANSITORANGE.COM

EMAIL: TRANSITORANGE@ORANGECOUNTYGOV.COM



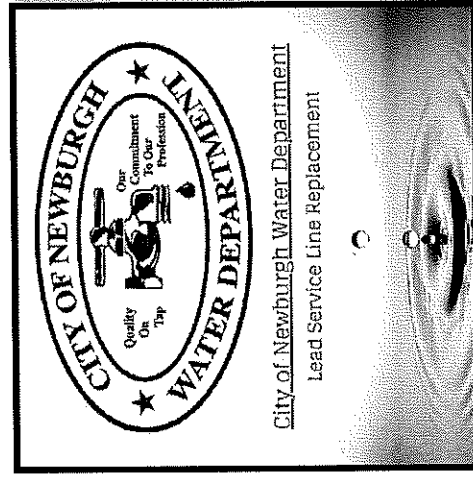
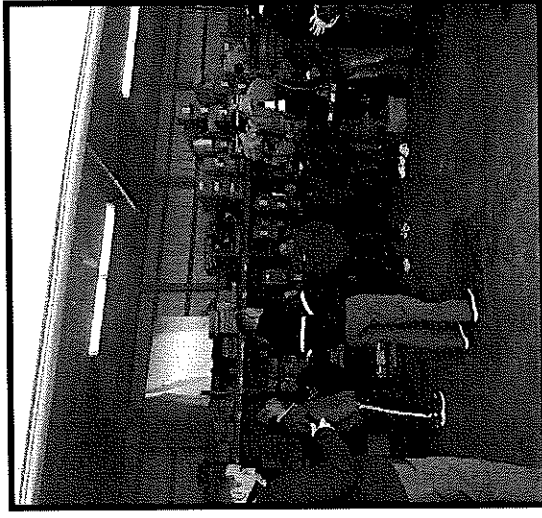
Drinking Water Week 22



WATER DEPARTMENT FILTRATION PLANT TOUR MAY 7

12:00 PM – 4:00 PM

CALL 845-565-3356 TO RSVP



City of Newburgh Water Department
Lead Service Line Replacement

COMMUNITY UPDATES

Apply to
Serve on the

**CITIZENS
ADVISORY
COMMITTEE**

SEVEN MEMBERS
- 1 from each ward
- 3 residents At-Large

APPLY ONLINE ON THE CITY WEBSITE
OR SUBMIT A COMPLETED APPLICATION
AT CITY HALL, 83 BROADWAY



**Bulk Item
Pickup
Program**



CALL BY 3:00 PM ON APRIL 26

**Creating
Connections**
with Melanie Richards
founder of BVisible
with Mel

**SMALL BUSINESS
NEWBURGH
BOOT CAMP**

Thurs., May 5
6 p.m. - 7:30 p.m.

Building lasting relationships as an
ambivert or introvert can be
challenging in our fragile world.
Explore questions to help you
delegate or embrace opportunities
when creating connections.
- Learn five objectives to help
expand your comfort zones while
creating connections in person &
online

on ZOOM



**Fire Hydrant
Flushing**

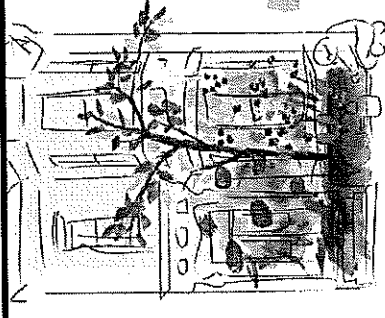


**NEWBURGH URBAN FARM AND FOOD
NEWBURGH • NEW YORK**

**URBAN
FARMING FAIR**

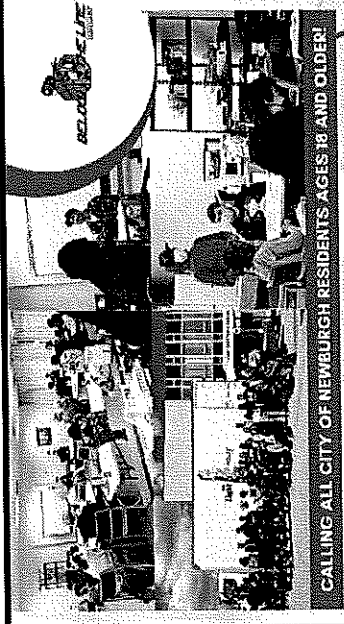
SAT. APRIL 30 • 12-4 PM

FREE ADMISSION



**BELOW THE LINE BOOTCAMP
SUMMER 2022**

CALLING ALL CITY OF NEWBURGH RESIDENTS AGES 18 AND OLDER!





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

Carla Johnson, 52 S. Miller Street said that on the Agenda tonight she sees that the City is giving money from the ARPA Funding to Brown's Pond but they are already getting money so it shouldn't come from this Fund. Her car was damaged by the City streets so they need to be fixed. She will be submitting a claim because everyone here knows that the streets are terrible and her car needs to be fixed.

Jewel Martin asked if the Police Department can file complaints against the community because it seems unbalanced to her. You want the community to police the Police Department instead of letting the Police Department do their job. Code Compliance is being blamed for something the City is responsible for because they allow people who own these properties to get burned out and they still have insurance on their properties so they can collect money. She keeps hearing complaints about the Police Department and Code Compliance but they don't have the manpower to do their jobs so she would like to see them get more money. Do they have a right to file a complaint about the community?

Sertaira Boyd, Prospect Street asked if they can get data on what the George Floyd Act Funding was spent on. She knows part of it was for Hope not Handcuffs and for the Chaplaincy but she would like the public to know where all the money will be allocated. She thinks we should work more on our auxiliary officers with some of that funding also so the data would be appreciated. As it was stated in their presentation, some of their complaints may have gone up do to mental illness. She suggested giving a Mental Day to the workers as well because things are stressful and everyone deserves that. *"You have to remember we are the community and people make the community not the community make the people"*.

Michelle Basch, business owner and resident of the City said that venues who have a license to sell beer, wine or liquor do not usually have outside seating. Currently the State Liquor Authority is looking at no permits until September so the earliest anyone can get a permit for seating outside will be September or October. There are a lot of restaurants on Broadway that might want to put a table outside but they can't do it if they have a State Liquor Authority License even if they don't sell liquor outside. They cannot have tables outside and they cannot sell food because the State Liquor Authority demands that if you have seating outside you must have a Permit. Even if you have an outdoor area and you want to expand your License, you cannot without the ok from the State Liquor Authority. If someone is looking to do any work for an outside area they need the ok from the Building Department and they are currently overloaded. In 2020 and 2021, the City of Newburgh allowed venues that wanted outdoor seating to do that. The State Liquor Authority also demands that pedestrians cannot walk between tables so on a sidewalk the tables can only be put against the building or on the curb but the City allowed venues last year to put seating on the curb and close to the building to double up their seating. She is asking the City to please think about allowing venues in the City to have outdoor seating if they are interested in doing so. She noted that Peter Smith who was one of the great Architects in the City of Newburgh passed away and he was the first modern Architect to really believe in Lander Street.

President Pro-tem Monteverde said that summer is coming and she thought that businesses were already submitting permits for outdoor seating.

Michelle Kelson, Corporation Counsel said that since 2010 the City has had a Sidewalk Café Permit and nobody availed themselves of using that opportunity until COVID struck. During the COVID shutdown there was an avenue for municipalities to expand outdoor seating beyond the sidewalk into the public streets which we did in the summer of 2020 and 2021. To her knowledge the regulations that allowed outdoor dining and on premises alcohol permits to also expand into the public rights of way have not been extended into the summer of 2022. There is a Sidewalk Café Permit for food establishments that would like to have outdoor seating on the sidewalk adjacent to their businesses.

Ms. Basch thanked Ms. Kelson for the clarification and said that she did not know that.

Angel Rivera, City of Newburgh said she has a Jamaican Food Truck, “Real Spice” which she and her fiancée took four years to build. They have been on Broadway for about two years now and they are very involved with the community. They have partnered with Habitat for Humanity events, the movie theater events and back to school events. They park near the Ministry and give food to anyone who is hungry and if they ask for a couple dollars then they have them pick up some garbage and clean around the area. They have followed all the guidelines in the Code and they have all of their permits. The Chiefs of the Fire and Police Departments signed off on their permit and they were very accessible on Broadway. Right now they are not on Broadway because they were forced to move so no one knows where we are and it’s hard for our customers to get to us because they have to walk. She asked the Council to please take into consideration allowing Food Trucks to park on Broadway as long as they have the proper permits and licenses.

City Manager, Todd Venning said that on Broadway in addition to having the Officers walking to increase community connectivity we have also been enforcing our laws and code ordinances, which may have not been enforced for several years. Under the new Administration we are committed to enforcing our laws and cleaning up the City especially our commercial corridor. For everyone’s awareness, it is virtually not possible to have a Food Truck on Broadway because they have to be parked within the diagonal lines and they have to have a service window that faces the sidewalk. They cannot park across the lines so the only way a Food Truck can operate on Broadway is if their serving window is located in the windshield or back door when parked in that space. It is definitely an inconvenience when things haven’t been enforced for some time but those are the two separate laws that essentially make having a Food Truck on Broadway virtually impossible. In addition to that we will be coming back to the Council with our other quality of life initiatives on Broadway which include the Tobacco Licenses, Dumpster Permits, Building Permits and Codes including uniform signage that is required on Broadway as well as the fact that seventy percent of the glass windows have to be exposed. There are going to be some issues and he apologized for the inconvenience but these are old standing laws that we are enforcing now.

Ms. Rivera said she is a bit discouraged because the whole Police force came to shut them down and there is a lot of miscommunication because she sees Food Trucks operating on Broadway after 5:00. She is trying to do the right thing by following the laws but she is struggling to make ends meet and the only thing keeping them from doing business on Broadway is the parking lines.

President Pro-tem Monteverde suggested that maybe they could talk about a designated

area off Broadway for Food Trucks.

City Manager, Todd Venning said that is definitely a great idea but there is another law that states that Food Trucks have to be a certain amount of feet away from other businesses serving food. We have Officers walking Broadway between 8:00 and 6:00 so there is heavy enforcement during that time and after hours it might be a little bit more relaxed but it's still prohibited.

Councilmember Martinez asked if that is a City law or a State law. Is that something we are able to amend?

Michelle Kelson, Corporation Counsel said it is Chapter 223 of the City Code. In 2019 and 2020 there was quite a bit of complaints about Food Truck vendors in the City of Newburgh so the ordinances written at that time were done to address those complaints. There was some valid reasoning regarding health, safety and welfare that went into creating the ordinance that set up those regulations.

Councilmember Shakur said they were asked to move around the corner so can they be on the side street right around the corner?

City Manager, Todd Venning said he will get them some further details later as there are a number of laws, not just one. It's not just any particular street because they can't be on Broadway and they also can't be within twenty five feet of another business that sells food. There are about four or five laws that would determine if they could park in that location.

Councilman Shakur said he understands what she is saying because after 5:00 there are some people still on Broadway selling stuff.

Cynthia Gilkeson, City of Newburgh said she recently encouraged her daughter to apply for a position in the City of Newburgh but no one ever got back to her. She called several times to check on the status of her application but was always told to call back so she wonders what the procedure is when applying for a job with the City if you live in the City. She thinks they hired someone from Middletown.

City Manager, Todd Venning said that every job application has minimum qualifications, and he is not speaking to whether the person in question was qualified or not. If you meet the qualifications you can be selected for an interview but it doesn't necessarily mean that you will be especially when we receive a lot of applications for a particular job. We always call back and/or email any candidates that are interviewed but don't get the job but if you submit an application and you are not selected for an interview it is not our current practice to reach out. We do prioritize City resident status and we typically always give preference to City residents with interviews and hiring unless there is a particular job or function where we need to go in a different direction.

Tom Roberts, City of Newburgh thinks our Police Commissioner is doing a very good job and he supports the Police and Fire Departments. He would like to know if the Police Department is at capacity and can they get Grants for the manpower and equipment that they need. He likes seeing the Police walk and talk with people in the community and the businesses here are happy too. There is an ongoing issue at 2 Alices with a gentleman who constantly walks into traffic and nothing is done. Something has to be done because if

someone hits him then they are going to be sued. He asked if the trees that are going to be planted will interfere with our crosswalks. They have to keep them far enough away from any crosswalks so the cars can see the people and the people can see the cars.

Ann Sullivan, Ellenville asked if there is a way to get back to the people who are City of Newburgh residents that are filling out job applications because the City would be much better off if more people are working. At every Council meeting there is often a bid that's being awarded and she would love it if with every one there was a report on expected jobs for Newburgh residents. Lastly, when her complaint went to the PCRB it took the Police Department an entire year to do their due diligence. That year of stalling allowed the two Police Officers who were involved to get away without any repercussions. She is glad they are no longer with the department but she believes there are still a couple more. She wonders if the PCRB should get a copy of the complaint at the same time as the Police Department to see how long they are taking to review them. Also during that entire year the Officers harassed her continuously, which is not acceptable. Is the new Police Commissioner doing something to protect the complainant? She added that the PCRB is incredibly important, their subpoena power is important and she is glad to see the Police Officers walking the streets.

Ali Muhammad, 40 Liberty Street said he likes the way the Council is communicating. It appears that they are moving in a positive direction and it will get easier with the right support so thanks for making the City more attractive. As a member of the PCRB Board he thinks that becoming independent will help alleviate some of the concerns with the complaints and Subpoena power is necessary. They have a full staff now so he believes that with more engagement with the community they will know they can go straight to them.

Ray Harvey, City of Newburgh noted that the Juneteenth Flyers are out so it's happening. When he receives positive feedback about the new Commissioner and Chief he lets them know. We still need a neutral site for the complaints to go to because some people don't want to go to the Police Department. He was at a big meeting with Chuck Schumer and DCJ last week and if the Budget passes we will get extra money for gun violence. SNUG needs more money because they need to hire more local young men and women to be part of SNUG. Everyone complains about the money and the Budget but last Tuesday night he was the only one at the Board of Education meeting regarding their three hundred million dollar project. They do whatever they want to do because no one shows up and say that they don't have to hire local people. We complain about jobs but we don't do anything to hold people accountable. We need to hold the Board of Education accountable so young men and women in the City of Newburgh can get those Union jobs. This will be a four year project and there is no excuse that people can't get there because they can walk.

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

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

Councilmember Grice told Councilmember Monteverde that she is doing a great job as President Pro-tem. When it comes to the restaurants there is a Sidewalk Café Permit so they should all avail themselves to that because at this time he is not in favor of expanding beyond that. On Food Trucks, he has several family members in the food business so he understands the struggles but at the same time we have our codes enforcement which he supports so he would definitely be in favor of having a place for Food Trucks to be and perhaps a Food Truck Festival. He said he will be stopping by Real Spice soon to support them and since we haven't enforced these rules in a long time we should give them a certain amount of time and do it in a courteous way. On the trees, the City of Newburgh dedicated around \$40,000.00 for trees and not just for Arbor Day so we want to put the right trees in the right places. On the assessments, there is a lot of misinformation so please get all of the facts. The City of Newburgh is not the only taxing entity and some taxes are actually fifty or more percent school district taxes in the City of Newburgh. So when people complain about their taxes going up it's because of the school district so you need to make your voices heard with them.

Councilmember Martinez reiterated her support for both the Police Department and the PCRB. We are starting this new community relations and everyone has been doing their part so we are closing a gap that we struggled to close in the past. This is very encouraging and she has heard this from all types of community members. She also agrees we should have a neutral space where City residents feel safe and comfortable to file complaints now that the committee is at full capacity and they are fully engaged. She is a big supporter of our small businesses and Food Trucks here in Newburgh and would like to entertain having a location for Food Trucks to gather because that would be great for our City members. On trees, Earth Day was a few days ago and it should be every day but we are short about 4,000 trees so we need to catch up. She is very much committed to making sure our City is more green, more walkable and a place that everybody can enjoy.

Councilmember Shakur thanked everyone for their comments tonight. *"Juneteenth, Juneteenth, Juneteenth"*. Flyers are ready so we are looking for vendors, entertainment and anyone who wants to be a part of it. It will be accessible on his Facebook and they are working on it right now so if you would like to be a part of it just contact us or Cream on South Street because they did it last year and they are doing it again this year. Right now in the City of Newburgh we are in the middle of a lot of changes and one is with the Food Trucks on Broadway. That is our business corridor and we are trying to get it straightened out but maybe we have to explain to people a little earlier. Some are trying to do the right thing by having their permits and others are doing things illegally and getting away with it. Can the Police complain? Yes, they can complain. They can arrest you or shoot you but right now we are just trying to build relationships in the community.

Councilmember Sklarz said there was a wonderful event this past weekend with the Community Cleanup, which was well attended, so special thanks to President Pro-tem Monteverde and Safe Harbor staff for organizing that. There was a large turnout so a lot of work was done and DPW staff was working hard to move the trucks and dump the dumpsters. Also on Saturday there was a wonderful event at Downing Park to celebrate Olmsted's 200th Birthday, which many people attended from both inside and outside of the

City who saw what a beautiful treasure Downing Park is. We need to come up with a better way to support our Parks. There was a meeting today with people advocating for Crystal Lake which is a wonderful asset to Newburgh. It's a gem in the southwestern corner of the City so hopefully we are all on the same page and can move productively forward. We will be passing a site development plan tonight on the City Club at 120 Grand Street. He doesn't remember the City Club itself only that it was a beautiful building for his first few years here in Newburgh and then it was a burned out shell and it's been that way ever since. Tonight's action is our first step towards turning City Club into the gem that it once was and make that area a much more booming area on Grand Street.

Councilwoman Sofokles remembers when the City Club was in operation and she would walk from St. Patrick's grammar school up past the City Club to what was the old Library. She believes that when she was in high school is when it burned down. She also wanted to address Peter Smith because he was the closest thing to a genius that she ever met. When we first started the Downing Park Planning Committee in 1985 there were no paths, park benches or waste receptacles and the Shelter House was boarded up. He became a part of that Committee and designed the island in the center, the lights and paths around the Polly so he was a very big part of the City of Newburgh and she is sorry about his passing. On the Food Trucks, what the City Manager said was right because there are so many things that haven't been enforced. Many of them want to make a living and they have their permits, sales tax and health permits so they are trying to do everything right but we have to follow our ordinances. She has even thought about an empty lot at the waterfront where they could maybe all be. She mentioned the young Firefighter who died in New York City and noted that people don't realize how brave our first responders are. They don't think anything about going into a burning building to save a life and now this thirty one year old man is dead because he tried to save people. They risk their lives for us.

President Pro-tem Monteverde thanked councilmember Grice for posting on Social Media about the assessments. Many people were angry about it and are blaming the City Council for their recent assessments but she thinks it's a good thing. The assessment on her property went up by about \$75,000.00 and to her that is fantastic. If she were to sell her home tomorrow, she would really make out well so it doesn't necessarily mean that your taxes are going to go up. We are all working toward bringing our taxes down. On the Food Trucks, as Mr. Venning mentioned, back in 2019 we were getting a lot of complaints regarding Food Trucks who were not in compliance and were parking next to other restaurants on the streets without permits. This created a lot of tension so we addressed it by beefing up the ordinance and making sure that Food Truck Vendors were in compliance. We also need to talk about designating an area for Food Trucks so they don't park on our main street and sometimes they have better food than the restaurants. On Arbor Day and the tree planting, as Councilmember Martinez mentioned we are a little behind so we need to continue to plant trees because they are great for the neighborhoods and the value of our properties. Statistics also show that tree lined neighborhoods have lower crime rates.

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

CITY MANAGER'S REPORT

Resolution No. 98 - 2022 - Award of Bid No. 2.22 Browns Pond Permanent Generator

Councilman Grice moved and Councilman Shakur seconded.

Ayes: Grice, Martinez, Monteverde, Shakur, Sklarz, Sofokles - 6

Adopted

Resolution No. 99 - 2022 - Allocation of \$500,000 of ARPA Funding to Browns Pond PS Generator Project

Councilmember Grice said he thinks there was some confusion with Browns Pond and ARPA funds. Browns Pond is our secondary source for our drinking water and they have a generator that is not pumping out the way it needs to. This generator is going to replace that so we are more efficient and make sure our water is up to the standard that we need it to be.

Councilmember Shakur wants everyone to know that it's separate from the ARPA funds that we are asking people to vote on. He thinks they mentioned on Thursday that if there were a big fire they wouldn't be able to pump out the water from Browns Pond which is one of the reasons for this.

Councilman Grice moved and Councilman Sklarz seconded.

Ayes: Grice, Martinez, Monteverde, Shakur, Sklarz, Sofokles - 6

Adopted

Resolution No. 100 - 2022 - Proposal with QUEST for Pre-Renovation Asbestos & Lead Testing at the DRC

Councilman Grice moved and Giselle Martinez seconded.

Ayes: Grice, Martinez, Monteverde, Shakur, Sklarz, Sofokles - 6

Adopted

Resolution No. 101 - 2022 - River Sweep - Event Sponsorship

Councilmember Martinez noted the importance of our River Sweep events here in the City of Newburgh. This event in particular will be held in multiple locations throughout the City of Newburgh and much like our Safe Harbors Community Cleanup it will help promote pride in our City. We all have to take responsibility in keeping our City clean and she looks forward to participating.

Councilmember Grice said he has participated in this for a long time so he told the community to go to the River Keeper website and sign up to be a part of River Sweep.

Giselle Martinez moved and Councilman Grice seconded.

Ayes: Grice, Martinez, Monteverde, Shakur, Sklarz, Sofokles - 6

Adopted

Resolution No. 102 - 2022 - Crown Castle - ISP Upgrade

Councilman Grice moved and Councilwoman Sofokles seconded.
Ayes: Grice, Martinez, Monteverde, Shakur, Sklarz, Sofokles - 6
Adopted

Resolution No. 103 - 2022 - 120 Grand Street - Site Development Agreement

President Pro-tem Monteverde said that the City Club is in bad shape and it's a historical building that sits right in front of the Library. Bringing it back to life and stabilizing it will be a win, win for the City of Newburgh so she is happy we are moving forward with this.

Councilmember Martinez noted that the City Club is located in Ward One and she wasn't around when it was thriving but she had an opportunity to work on a beautiful art project that made her realize how much history our City has. She is very excited to see it revitalized.

Councilmember Sofokles added that part of the problem in the past was that the City would auction properties off without checking people's income or if they would be able to fix the property in eighteen months. These properties would keep going back to the City but we no longer do that because our Planning and Development makes sure that people have the income and the requirements to take care of these properties. She is happy about the City Club because it's a really cool space and it's historical.

Councilman Shakur moved and Giselle Martinez seconded.
Ayes: Grice, Martinez, Monteverde, Shakur, Sklarz, Sofokles - 6
Adopted

Resolution No. 104 - 2022 - New York-New Jersey Watershed Protection Act

President Pro-tem Monteverde said that this is legislation she put forward with the support of the Council members. With all of the watersheds throughout the City that connect to our water sources it is extremely important that we do whatever we can to protect them which is why this legislation is very important to her.

Councilman Grice moved and Councilman Shakur seconded.
Ayes: Grice, Martinez, Monteverde, Shakur, Sklarz, Sofokles - 6
Adopted

Resolution No. 105 - 2022 - Home Rule Request - S8390/A9625

Councilmember Grice said we have to do the Home Rule for it to go to the State. For this one we are not the first municipality to do this and it does not hurt businesses when we do this.

Councilmember Martinez said she has received specific questions in her Ward regarding Airbnb's. Although this doesn't regulate Airbnb's she feels it is a good first step so she is looking forward to moving forward with this.

President Pro-tem Monteverde said there are several Airbnb's in her neighborhood that

are concerned about this. It will not affect their ability to operate, however, there will be a slight tax attached. We are not restricting their ability to continue running their Airbnb's.

Councilmember Shakur said we have a lot of Airbnb's in the City of Newburgh but they are not paying taxes like the Hotels and Motels.

Councilman Grice moved and Giselle Martinez seconded.

Ayes: Grice, Martinez, Monteverde, Shakur, Sklarz, Sofokles - 6

Adopted

Resolution No. 106 - 2022 - Home Rule Request - S8587/A9650A

Councilmember Grice said that this is another situation where we have to make the Home Rule first and then it goes to the State. With this one it is a heavy lift for the City and he doesn't want people to think it will happen right away. It's another tool to have because we are serious about enforcing our codes. We realize they need more staff, training and supplies because we are determined to clean up our City.

Councilmember Shakur said that on Thursday night he brought up the Emergency Tenant Protection Act. Is that one of the things we can move forward on?

Corporation Counsel, Michelle Kelson said she believes he is thinking of the State Law from 2019, which provides authorization for cities, towns and villages to enact certain types of regulations on rental dwellings provided that they meet certain thresholds. There are studies and data collection that the City has to do before we could even write the regulations to enforce any kind of rent regulations.

Councilman Grice moved and Councilman Sklarz seconded.

Ayes: Grice, Martinez, Monteverde, Shakur, Sklarz, Sofokles - 6

Adopted

NEW BUSINESS

Councilmember Shakur asked if they could look into the ETPA Study and move it along.

OLD BUSINESS

Councilmember Martinez said that in the past she mentioned the renaming of Gidney Avenue Park which she sent to the Council for review. Hopefully we can bring forward a resolution so she wanted to follow up and get the Council's opinions.

FURTHER COMMENTS FROM THE COUNCIL

Councilmember Grice thanked everyone who stayed tonight to hear the final comments. They are aware of Mr. Smith's passing and doing something to honor him is in the works. He is very excited and supportive of Below the Line Boot Camp as his children participate

in it. For the people with mental health issues we cannot force them to take medicine. He has been working closely with the County regarding compliments or complaints from people who ride the bus which was posted on the City's website and Social Media. Please join our Boards as we need a lot of help with them. Please support and come out for the Juneteenth event. In addition to the Urban Farm Fair there will also be an E-Bike demonstration in partnership with the Transportation Advisory Committee and Impact. He congratulated Safe Harbors for doing a great job ten years in a row of cleaning up the City. He added that on May 14th volunteers will be needed to hand out smoke alarms.

Councilmember Martinez thanked President Pro-tem Montverde and acknowledged what an amazing job she did tonight. She asked if we will be having a hearing on the ARPA Funds.

City Manager, Todd Venning said there will be additional discussions but not a hearing and no money will be spent without a Council resolution.

Councilmember Martinez added that we will be having a Town Hall and welcomed everyone to come to voice their opinions and concerns on the ARPA Funds. We want to make sure we are doing this in corroboration with the City residents and that we are taking everybody into consideration. She reiterated our community river sweep and city cleanup events so please participate as we appreciate our volunteers. She is a big supporter of Juneteenth and they will be having discussions on that.

Councilmember Shakur said that the Town Hall will be held at the Ritz Theater on May 26th around 6:00 pm. *"Juneteenth, Juneteenth, Juneteenth"*. He is aware of the young man walking around in the street and he has spoken to him. We have to understand that there are new drugs out there and people are getting hold of them. We have to understand what's going on in the community. *"Juneteenth, Juneteenth, Juneteenth"*. The Flyers will be out and it will be on the Website. He told Ms. Rivera that her Food Truck is still in a good spot but a lot of things are changing in the City of Newburgh and we have to make sure everyone is on the same page. Someone commented about how the buildings look which is because Codes wasn't doing their job but now we have a new City Council, new department heads and we have new people coming to meetings so this is how we are going to fix Newburgh. *"Juneteenth, Juneteenth, Juneteenth"*.

Councilmember Sklarz thanked everyone for coming out and said to have a good night.

Councilmember Sofokles reiterated, *"Juneteenth, Juneteenth, Juneteenth"*. There was a nice guy who started Juneteenth about ten years ago and then it dropped by the wayside so this Council and Administration is bringing it back which is a good thing. She thanked Ray Harvey for his comments and Ali Muhammed for all of his community work which is so important. She is glad we are thinking of honoring Peter Smith because he was an icon in this City and she is proud that she knew him.

President Pro-tem Monteverde remembers Peter Smith also and she is in support of naming something after him because he was a great man and she learned a lot from him. She went on some wonderful walks with him throughout the City mapping out our watershed and he taught her quite a bit so a memorial would be nice. He also wrote a book that she did not know about so it would be great to get a hold of that. Everyone came out

in full force this past Saturday. The Council was there, Senator Skoufis and Assemblyman Jacobson so it was a great day. Commissioner Gomerez was there with his group and the cadets so it was nice to meet them. They had over one hundred volunteers and she thanked George and his staff for doing a fantastic job. We picked up about seven dumpsters full which is a lot of garbage. This was our tenth cleanup but she hopes there will be a day when we don't have to have these annual community cleanups so let's clean our City every day.

ADJOURNMENT

There being no further business to come before the Council the meeting adjourned at 9:19 p.m.

**LORENE VITEK
CITY CLERK**

RESOLUTION NO. 97 - 2022

OF

APRIL 25, 2022

**A RESOLUTION APPOINTING RAMONA MONTEVERDE AS THE
PRESIDENT PRO-TEM TO SERVE IN THE ABSENCE OF THE MAYOR
AS THE PRESIDING OFFICIAL AT CITY COUNCIL MEETINGS**

WHEREAS, it is the official duty of the Mayor of the City of Newburgh to preside over the Council meetings to ensure that business of the city is performed according to the Rule of Order; and

WHEREAS, it is sometimes necessary for the Mayor to be absent either through illness or must attend another meetings that are essential to the betterment of the affairs of the City; and

WHEREAS, Section C4.11 of the City Charter states that "the Council may appoint one of its members as President Pro Tem, who, in the absence or disability of the Mayor, shall preside over the meetings of the Council and perform the duties, exercise all the functions and have the powers of the Mayor during the continuance of such absence or other disability";

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Newburgh that Ramona Monteverde is appointed as President Pro Tem to serve in the absence of the Mayor; and

BE IT FURTHER RESOLVED by the City Council of the City of Newburgh that this resolution shall supersede Resolution No. 10-2018 of January 8, 2018.

RESOLUTION NO.: 98 - 2022

OF

APRIL 25, 2022

**A RESOLUTION TO AUTHORIZE THE AWARD OF A BID AND
THE EXECUTION OF A CONTRACT WITH POWER WITH PRESTIGE, INC.
FOR THE CONSTRUCTION OF
THE BROWNS POND PUMP STATION PERMANENT GENERATOR
AT A COST NOT TO EXCEED \$384,000.00**

WHEREAS, the City of Newburgh owns and operates the Browns Pond Pump Station that transfers raw water to the City's Water Filtration Plant for treatment and proposed to replace the portable generator with a permanent standby generator, installed at the pump station site, to provide service in case of primary power failure; and

WHEREAS, the City of Newburgh has duly advertised for bids for the construction of a permanent generator at the Browns Pond Pump Station; and

WHEREAS, bids have been duly received and opened and Power With Prestige, Inc. is the low bidder; and

WHEREAS, funding for such project shall be derived from American Rescue Plan Act of 2021;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the bid for the construction of the permanent generator at the Browns Pond Pump Station be and it hereby is awarded to Power With Prestige, Inc. for the amount of \$384,000.00, and that the City Manager be and he is hereby authorized to enter into a contract for such work in this amount.

ADVERTISEMENT FOR BIDS

Bid No. 2.22
for
Browns Pond Permanent Generator

Sealed Bids for the construction of the Browns Pond Pump Station Permanent Generator will be received by the City of Newburgh Comptroller's Office until **11:00 a.m. (local time) Thursday, April 7, 2022** at City Hall, City of Newburgh, 83 Broadway – 4th floor, Newburgh, New York 12550, at which time the Bids received will be opened and read aloud. All Bids must be submitted in a sealed envelope *clearly marked* "BID #2.22 for Browns Pond Permanent Generator".

The Project consists of construction of a permanent generator at the Browns Pond Pump Station and related site and electrical modifications. Bids will be received for a single prime Contract. Bids shall be on a lump sum basis as indicated in the Bid Form.

Complete sets of the drawings, specifications, and bid forms, becoming available to the public on March 10, 2022, may be viewed and downloaded at no charge by visiting the Empire State Purchasing Group website at: www.BidNetDirect.com/new-york/city-of-newburgh, selecting the "Open Solicitations" tab and title of solicitation. Vendors may have to register if visiting this site for the first time.

Bidders must obtain and download all Bidding Documents, including any Addenda and other Bid correspondence, from the Empire State Purchasing Group (Issuing Office) website in order to be considered as, and placed on, the official Plan Holders list, receive Addenda and other Bid correspondence. Bids received from Bidders other than those on the official Plan Holders list will not be accepted.

All Bids must be made on the official Bid Form or an exact copy by reproduction thereof and enclosed in a sealed envelope. **All Bids must be in original form and signed in blue ink, except for a Notary Public.** Photocopies will not be accepted and will result in a rejection of the Bid.

All Bids must meet the requirements of the General Municipal Law of the State of New York and all other applicable federal, state and local statutes. Bidders are required to comply with the prevailing wage rates as prescribed by the laws of the State of New York. Bidders shall confirm the rates prior to the Bid and assemble Bid prices accordingly. Whenever State and Federal wage rate determinations list different minimum rate of pay for the same class of workers, the contractor and all subcontractors shall pay the higher of the two rates.

The City of Newburgh is exempt from sales and compensating use taxes of the State of New York and of cities and counties on all materials to be incorporated into the Work.

Bid security shall be furnished in accordance with Article 8 of the Instructions to Bidders.

Bidders shall furnish proof of qualifications to perform the Work as described in Article 3 the Instructions to Bidders.

Bidders shall comply with all statutory requirements in accordance with Article 24 of the Instructions to Bidders.

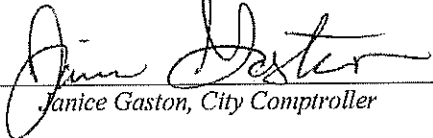
Time of commencement of the Work and Contract Times for completion shall be in accordance with Article 4 of the Agreement.

The successful Bidder will be required to furnish construction performance and payment bonds in the full amount of the contract price. The successful Bidder will be required to comply with all provisions of the Federal Government Equal Employment Opportunity clauses issued by the Secretary of Labor on May 21, 1968 and published in the Federal Register (41CFR Part 60-1, 33 F.2 7804).

OWNER reserves the right to reject any and all Bids, to waive any and all informalities and the right to disregard all nonconforming, non-responsive or Conditional Bids.

OWNER:	Contact:	ENGINEER:	Contact:
City of Newburgh	Jason C. Morris, P.E.	Arcadis of New York, Inc.	Dana Bryant, P.E.
83 Broadway	City Engineer	855 Route 146, Suite 210	Project Engineer
Newburgh, NY 12550	(845) 569-7448	Clifton Park, NY 12065	(518) 250-7300

BY ORDER OF THE CITY OF NEWBURGH

By:  Dated: Wednesday, March 9, 2022
Janice Gaston, City Comptroller

CITY OF NEWBURGH – AN EQUAL OPPORTUNITY EMPLOYER

Justice, Equity, Diversity and Inclusion are core values to the City of Newburgh, where there is a strong commitment to establishing and maintaining an environment free of discrimination. These values are promoted through the daily practice of professionalism, respect, acceptance and understanding. As such, City residents along with women, minorities, individuals with disabilities, members of the LGBTQ community, and veterans are encouraged to apply.

MEDIA SOURCE

Hudson Valley Press
Mid-Hudson Times

PUBLICATION DATE

Wednesday, March 9, 2022
Thursday, March 10, 2022

++ END OF ADVERTISEMENT FOR BIDS ++

Unofficial Bid Tabulation

City of Newburgh, NY

Project: Bid #2.22 - Browns Pond Pump Station Permanent Generator

Bid Opening: Thursday, April 7, 2022 at 11:00 AM (EST)

Opened and read aloud Bids received: Elizabeth Garrison, Administrative Assistant to Commissioner of Public Works and City Engineer

Witnessed Opening/Recording of Bids: Helen Reilly, Grant Administrator (on behalf of City Comptroller)

Recorded Bids opened at Bid Opening: Robert Van Vlack, Senior Account Clerk

Wayne Vradenburgh, Superintendent of Water Department

Bidder Name	Line Item 1: Lump Sum Bid Price	<i>Contingency Allowance</i>	Total Lump Sum Bid Price
Power With Prestige Inc.	\$374,000.00	<i>\$10,000.00</i>	\$384,000.00
TAM Enterprises, Inc.	\$427,622.00	<i>\$10,000.00</i>	\$437,622.00
All Bright Electric	\$411,549.00	<i>\$10,000.00</i>	\$421,549.00
Ray S. Pantel, Inc.	\$412,000.00	<i>\$10,000.00</i>	\$422,000.00



Sent via E-mail

Jason Morris, P.E.
Commissioner of Public Works & City Engineer
City of Newburgh
83 Broadway
Newburgh, New York 12550

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

Date: April 11, 2022

Our Ref: 30083549

Subject: Bid No. 2.22 – Browns Pond Pump Station Permanent Generator Bid Results and Recommendation

Dear Mr. Morris,

Arcadis of New York, Inc. (Arcadis) has reviewed the tabulated Bids received by the City of Newburgh (City) on April 7, 2022, for Bid No. 2.22 – Browns Pond Pump Station Permanent Generator. A total of four Bids were received. The tabulated Bid results are enclosed for your convenience. The apparent low Bidder is Power With Prestige Inc. of Newton, New Jersey with a base bid of \$384,000.00, inclusive of a \$10,000.00 allowance.

We have reviewed the Bids and have determined the apparent low bidder to be responsive in accordance with the Instructions to Bidders. There were minor informalities in the Bid submitted but Arcadis does not view the informalities as significantly affecting the Bid and suggests that the bidder be asked to submit the following items from the Qualifications Statement to the City prior to Award:

- Workers' compensation Experience Modification Rate (EMR) for the years 2021 and 2017.
- Audited balance sheets for the past 3 years.

Upon receipt and acceptance of the items above, Arcadis recommends that the City consider awarding the Contract for Bid No. 2.22 to Power With Prestige Inc. in the amount of \$384,000.00. If you have any questions pertaining to this project, please call me at your earliest convenience so that we can be of further assistance.

Sincerely,
Arcadis of New York, Inc.

A handwritten signature in black ink, appearing to read 'D. Bryant', written over a horizontal line.

Dana Bryant, P.E.
Principal Engineer

Email: dana.bryant@arcadis.com
Direct Line: 518 250 7347

CC. R. Ostapczuk, Arcadis

Enclosures:
Bid Opening Report

RESOLUTION NO.: 99 - 2022

OF

APRIL 25, 2022

**A RESOLUTION AUTHORIZING AND ALLOCATING \$500,000.00 OF
AMERICAN RESCUE PLAN ACT OF 2021 FUNDING TO
THE BROWNS POND PUMP STATION PERMANENT GENERATOR PROJECT**

WHEREAS, on March 11, 2021, President Joe Biden signed into law the American Rescue Plan Act of 2021 (ARPA) which includes Coronavirus State and Local Fiscal Recovery Funds (Fiscal Recovery Funds), providing federal payments to all state, local, tribal, and territorial governments in the United States that recipients may use, among other approved uses, to make necessary investments in water and sewer infrastructure; and

WHEREAS, the City of Newburgh proposes to allocate \$500,000.00 of ARPA funds received to complete the Browns Pond Pump Station Permanent Generator Project; and

WHEREAS, the City Council finds that authorizing and allocating \$500,000.00 of ARPA funds to support the completion of the Browns Pond Pump Station Permanent Generator Project is in the best interests of the health, safety and welfare of the residents 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 allocate \$500,000.00 of American Rescue Plan Act of 2021 funds to the Browns Pond Pump Station Permanent Generator Project; and that the City Manager is authorized to execute all such further contracts and documentation and take such further actions as may be appropriate and necessary administer the Browns Pond Pump Station Permanent Generator Project funded thereby.

RESOLUTION NO.: 100 - 2022

OF

APRIL 25, 2022

**A RESOLUTION AUTHORIZING THE CITY MANAGER
TO ACCEPT A PROPOSAL AND EXECUTE AN AGREEMENT WITH
QUALITY ENVIRONMENTAL SOLUTIONS & TECHNOLOGIES, INC. (QUES&T)
FOR LIMITED PRE-RENOVATION ASBESTOS AND LEAD PAINT SURVEYS
AT THE DUTCH REFORMED CHURCH AT A COST OF \$4,879.00**

WHEREAS, the City of Newburgh wishes to accept a proposal and execute an agreement with Quality Environmental Solutions & Technologies, Inc. (QUES&T) for limited pre-renovation asbestos and lead paint surveys in connection with renovations of the Dutch Reformed Church; and

WHEREAS, the proposal includes evaluation and sampling and preparation of an environmental testing report; and

WHEREAS, the cost for these services will be \$4,879.00 and funding shall be derived from A.1918.0400 Grant Match; and

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

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to accept a proposal and execute an agreement with Quality Environmental Solutions & Technologies, Inc. for limited pre-renovation asbestos and lead paint surveys for the renovations at the Dutch Reformed Church at a cost of \$4,879.00.

QuES&T

Quality Environmental Solutions & Technologies, Inc.

April 11, 2022

City of Newburgh
83 Broadway
Newburgh, NY 12550

ATTN: Jason C. Morris, PE

Via E-mail: JMorris@cityofnewburgh-ny.gov

Re: Former Dutch Reformed Church
Request for Proposal – Limited Pre-Renovation Environmental Testing Services

Dear Mr. Morris,

Thank you for the opportunity to discuss the needs of the City of Newburgh in the environmental consulting and remediation services area. **Quality Environmental Solutions & Technologies, Inc. (QuES&T)** is pleased to submit the attached proposal to provide Limited Pre-Renovation Environmental Testing Services at the Former Dutch Reformed Church, located at 134 Grand Street, Newburgh, NY 12550.

QuES&T is a NYS Certified Minority Business Enterprise committed to remaining a leader in the environmental training and technical consulting industry. **QuES&T's** extensive Nuclear Power Industry experience makes us uniquely qualified to provide technical support in state-of-the-art techniques for engineering and contamination control. Additionally, this experience enables us to integrate the essential concepts of "critical path" schedules and minimizing personnel exposures while maintaining a high level of attention to the specific details of each project. **QuES&T** personnel satisfy numerous ANSI and NUREG experience requirements of the Nuclear Regulatory Commission. Our staff has served in various capacities in the Health Physics and Nuclear Engineering disciplines in operational power reactors, nuclear powered vessels, radio-pharmaceuticals and government prototypes.

We are confident you recognize that selection of a qualified technical consultant for professional services, such as pre-construction inspection, project design, project management and air monitoring, represents a step as critical as selecting a reputable environmental remediation contractor. **QuES&T** feels strongly that the success of any remediation project is defined primarily in the planning and design phase. A technically sound project design combined with proper oversight provides the most cost-effective solution and ensures the gains recognized are not at the expense of future liability to the City of Newburgh.

In this regard, **QuES&T** has successfully completed remediation projects, for our client companies, in support of Nuclear and Fossil commercial power plant maintenance outages, facility renovation and demolition, cGMP facility upgrades, recovery from contamination following catastrophic events (e.g. steam line explosions, fires), school building renovations, Corporate asbestos management programs, facility Operations & Maintenance (O&M) programs, UST removals, sub-surface investigations, contaminated soil remediation, LBP stabilization and commercial/residential asbestos & lead abatements.

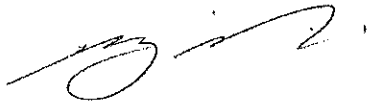
Technical consulting services are available in the area of regulatory compliance audits, OSHA safety, air monitoring, respiratory protection, laboratory services, building hazard assessments (EPA, HUD, commercial), LBP Risk Assessments, management plans, NYS/NESHAP pre-demolition inspections and full scope project management; including development of remediation response actions and management of all required project and personnel records. Our staff of experienced environmental professionals can prepare all required specifications and procedures to ensure your programs comply with federal, state and municipal regulatory requirements.

QuES&T offers a wide range of OSHA and environmental safety training. Our full range of asbestos safety certification training ensures that our client's employees receive the appropriate training to maximize their safety and minimize your liability. **QuES&T** offers accredited initial and refresher training programs for Operations & Maintenance (O&M), Asbestos Abatement Workers and Supervisors, Project Monitors, Asbestos Project Sampling Technicians (RH-II), Asbestos Project Designers, Asbestos Inspectors (RH-III) and Management Planners. Our accredited training facility (EPA, NYS) contains the most modern equipment to support the hands-on portion of each training program. On-site training services are available for groups of at least twenty-five students and can be tailored to meet the specific needs of the City of Newburgh.

QuES&T provides a full range of services in the area of Respiratory Protection. Our technical staff has extensive experience in the development of regulatory compliance programs for NUREG 0041 and OSHA 1910.134 Respiratory Protection Programs. Quantitative or qualitative respirator fit services can be provided at **QuES&T's** facility or yours.

For additional information concerning this submittal, please contact us at (845) 298-6031. We look forward to working with the City of Newburgh in the environmental consulting and remediation services area.

Sincerely,



Rudy Lipinski - LEED® AP
Director of Field Operations
NYS/AHERA Inspector/Project Designer
Cert. #AH 05-09049

PRE-RENOVATION ENVIRONMENTAL TESTING SERVICES

for
CITY OF NEWBURGH
83 Broadway
Newburgh, NY 12550
at
FORMER DUTCH REFORMED CHURCH
134 Grand Street
Newburgh, NY 12550

QuES&T agrees to provide the following services:

➤ **Limited Pre-Renovation Asbestos Survey**

- Provide licensed NYS/AHERA Asbestos Inspector(s) to perform a Limited Pre-Renovation Asbestos Survey throughout accessible interiors and exteriors of the above-referenced location. No sampling of interior and exterior spaces that would require a lift and/or extensive building/site preparation/scaffolding to access.
- Perform collection and analysis of suspect friable Asbestos-containing Materials (ACM) using Polarized Light Microscopy (PLM) 198.1 analytical protocol and as required, approved method 198.8 for Vermiculite.
- Perform collection and analysis of suspect non-friable organically bound Asbestos-containing Materials (ACM) using both Polarized Light Microscopy-NOB (PLM-NOB) and Quantitative Transmission Electron Microscopy (QTEM) analytical protocols.
- Discussion of laboratory results for all bulk samples (PLM 198.1, 198.8 & QTEM/PLM).
- Documentation of all analytical laboratory certifications.
- Identify estimated quantities, locations, types and conditions of Asbestos-containing Materials (ACM) for inclusion in the pre-construction environmental survey report.

Limited Pre-Renovation XRF Lead-Based Paint Survey

- Provide Niton-certified IH Technician(s) to perform representative In-Situ measurements using a Niton XLp Model 300A XRF Meter on accessible, representative painted surfaces & immovable objects throughout accessible interiors and exteriors of the above-referenced locations. No sampling of interior and exterior spaces that would require a lift and/or extensive building/site preparation/scaffolding to access.
- Locations and quantity of representative In-situ measurements will be based on the observed homogeneity of painted surfaces.
- Sequential and summary reports will be provided of all surfaces tested.
- Summarize lead-based paint identified for inclusion in the environmental survey report.

PRE-RENOVATION ENVIRONMENTAL TESTING SERVICES

for
CITY OF NEWBURGH
83 Broadway
Newburgh, NY 12550

at
FORMER DUTCH REFORMED CHURCH
134 Grand Street
Newburgh, NY 12550

COST ESTIMATE

➤ **LIMITED PRE-RENOVATION ENVIRONMENTAL TESTING SERVICES**

Inspection Labor	\$ 1,120.00
PLM Bulk Sample Analysis (90 samples @ \$19/layer)	\$ 1,710.00 ^A
PLM-NOB/QTEM Bulk Sample Analysis (26 @ \$49/layer)	\$ 1,274.00
XRF Equipment Rental (1 day @ \$175/day)	\$ 175.00
Limited Pre-Renovation Environmental Testing Report	\$ 500.00
Travel & Misc. Materials	\$ 100.00

Estimated Inspection Total \$ 4,879.00

A. *As per the testing requirements, for surfacing materials, set forth in the NYSDOH communication, dated May 6, 2016, if vermiculite is present (regardless of the amount), one of the two approved methods must be used for the detection and quantitation of asbestos content.*

If Vermiculite is detected, within surfacing materials sampled (NYS ELAP 198.1), as per the NYSDOH guidelines, samples will be analyzed in conformance with NYS ELAP 198.8. Sample analysis is \$300/sample analyzed on a two-week turnaround time.

Prior to sample analysis, the lab will notify QuES&T the number of samples containing vermiculite, who in turn will review associated costs with *City of Newburgh* for approval to move forward with analysis.

***NOTES:**

1. Estimated number of samples to be collected/analyzed. Client shall be charged for actual services rendered and samples analyzed.
2. Sample analysis turnaround (TAT) commences upon laboratory receipt of samples and excludes Weekends & Holidays.

This proposal is based on the following assumptions:

- **QuES&T** shall perform all inspections visually; using reasonable care and judgment. Localized demolition will be performed to access representative concealed surfaces, as practicable. **Client/Representatives** recognize & agree that ACM/LBP concealed within structural components & accessible only through extensive mechanical or structural demolition may not be identified as part of this survey.
- **QuES&T** shall not be responsible for damage caused to building finishes, surfaces or equipment by sampling. Responsibility and cost for repair of damaged building finishes, surfaces and equipment shall be by **Client / Representatives**.
- **QuES&T** will exercise reasonable caution to minimize disturbance of ACM/LBP during the inspection process. However, clean-up of ACM/LBP disturbed or dislodged during the inspection process shall be the responsibility of **Client / Representatives**.
- **Client / Representatives** shall be responsible for providing immediate access into all inspection areas and securing same upon completion of inspection activities.
- Inspection work to be conducted upon receipt of written Notice to Proceed and/or associated Purchase Order Number.
- Inspection work to be conducted during normal weekday business hours (Mon–Fri, 8am–5pm). **Client / Representatives** will provide access to all respective buildings concurrently.

.....

ACCEPTANCE OF PROPOSAL #P22-7866

.....

To Execute This Agreement, Please Review, Sign, Date & Return to QuES&T.

Payment Terms: *Payment Shall Be Net 30 Days; Following Delivery Of Final Report; Late Payments Shall Be Assessed a Penalty of 1.5% per Month.*

City of Newburgh – Authorized Representative:

By _____
Signature Print Name & Title Date

RESOLUTION NO.: 101 - 2022

OF

APRIL 25, 2022

A RESOLUTION TO SPONSOR THE 2022 RIVER SWEEP HUDSON RIVER CLEANUP

WHEREAS, the City of Newburgh Conservation Advisory Council proposes to hold the 2022 River Sweep Hudson River Cleanup on May 7, 2022; and

WHEREAS, the 2022 River Sweep Hudson River Cleanup is an event designed to clean and beautify City-owned waterfront property along the Hudson River, including South Street Park, Ward Brothers Park, the Washington Street Boat Launch and the former Consolidated Iron and Metal Site; and

WHEREAS, this City Council finds that supporting the 2022 River Sweep Hudson River Cleanup as a City-sponsored event is in the best interests of the residents of the City of Newburgh;

NOW, THEREFORE, BE IT RESOLVED, that the Council of the City of Newburgh, New York hereby supports and sponsors the 2022 River Sweep Hudson River Cleanup as a City-sponsored event.



THE CITY OF NEWBURGH
PERMIT APPLICATION

83 Broadway
Newburgh, NY 12550
Telephone: 845 569-7301
Fax: 845-569-7546

1. Check where applicable. Complete all questions. Print or type
2. \$50.00 fee must be submitted with application.
3. Permit must be submitted at least two weeks prior to event.

1. NAME OF ORGANIZATION: Newburgh Conservation Advisory Council
2. TYPE: not for profit _____ community City church _____ club _____
3. ADDRESS: 123 Grand St. Newburgh
4. TELEPHONE: 845 569-7380 DATE OF PERMIT SUBMISSION: 3/21/22
5. NAME OF OFFICER OR DIRECTOR: Chuck Thomas Chair
6. CONTACT PERSON: Chuck Thomas SAME X
TITLE: Chair, LAC
7. ADDRESS: 123 Grand St. Newburgh NY 12550
8. TELEPHONE 845 569-7380 FAX: _____
EMAIL Conservation@CityofNewburgh-NY.gov
Chuckthomas227@gmail.com
9. REASON FOR PERMIT: River Sweep Hudson
River Cleanup
10. LOCATION (exact): South St. Park, 2 South St +
Boat launch and former Consolidated Insurance
15 time permits
11. DATE OF ASSEMBLY: 5/7/22 time 10 AM
Request waiver of fee.

12. **PLANNED ACTIVITIES:** Trash Cleanup
Talent _____
Table Games (specify type): _____
Water Games (i.e. sprinkler): _____
Amusement Rides (specify type): N/A
Parade (include route): _____
Animals (specify type): _____
Ministry: _____ Rally: _____ Music: _____ Live or recorded music: _____
Location of music: _____

MUST BE IN ACCORDANCE WITH THE CITY'S CODE OF ORDINANCES. NO ELECTRONIC AMPLIFICATION IS ALLOWED. SEE ALSO PERMIT CONDITIONS.

13. **Other (explain):** N/A WILL GET GENERATOR
14. **Admission charge:** Yes _____ No X
15. **Sanitary Facilities:** Yes _____ No X Type and location: _____
16. **Special Requests (i.e. barricades)** N/A
17. **Estimated number of participants:** 25
Age Groups: Young children _____ Adolescents 5 Adults 20
18. **Security to be provided:** N/A
19. **Has the applicant previously sought permits for assemblies in public places?**
Yes X No _____ If so, state when and where: River Sweep
South St. Park 2021

LOCAL LAW #1-2019 PROHIBITS SMOKING ON CITY PROPERTY UNLESS A DESIGNATED SMOKING AREA IS REQUESTED AND PROPOSED BY THE APPLICANT AND APPROVED BY THE CITY

20. **Will there be a designated smoking area?** Yes _____ No X
If yes, please identify the locatin and how it will be marked for participants:

PERMIT CONDITIONS

All persons holding any event under a permit issued under this article or which would be within this article, although a permit was not obtained, shall be responsible for the following:

1. After the conclusion of the event, cleaning the area used for the event, removing all rubbish, trash garbage and debris, and returning said area to substantially the same condition it was prior to said event.
2. *Request City to remove bagged trash + large items*
Paying to the City of Newburgh the cost of repairing or replacing any City Property damaged during the course of the event. *re: door + table*
3. During an event, the use of mechanical or electrical amplification equipment for the playing music, speaking or other purposes shall be forbidden between the hours of 11 p.m. and 10 a.m. within 2,000 feet of any residence and shall be forbidden within 2,000 feet of any house of worship during the conducting therein of any worship service. All other municipal ordinances relating to noise shall remain in full force and effect. *etc*

INSURANCE REQUIREMENTS

A certificate of Liability Insurance, covering the event to be held must be approved by the Corporation Counsel. The City of Newburgh must be a named as an additional insured on the Certificate with the limits of liability of at least one million dollars (\$1,000,000) for each occurrence and two million dollars (\$2,000,000) aggregate for bodily injury and fifty thousand dollars (\$50,000) for each occurrence and one hundred thousand dollars (\$100,000) aggregate for property damage. In instances where, in the judgment of the City Manager, unusual risk of liability are present, he may require a sufficient additional amount of insurance to indemnify the City against the additional risk of loss. The policy must be written by a company authorized to do business in New York State and must be acceptable to the City Manager.

CAC requests City Sponsorship + waiver of insurance
APPLICATION REGULATIONS FOR PROCESSING

The application required by Section 17-132 must be filed with the Office of the City Manager at least two weeks prior to the date on which the event is sought to be held. The application shall be reviewed by the Police Department, Fire Department, Department of Public Works and Recreation, who may recommend approval or disapproval. The Corporation Counsel shall review and approve, and upon payment of the required fee, the City Manager may approve the application and issue the permit subject to such conditions as are imposed by this article or in his discretion to protect the public health, safety, convenience and welfare.

THIS IS TO CERTIFY THAT I HAVE READ AND UNDERSTOOD THE WITHIN DESCRIBED CONDITIONS SET FORTH IN THE ORDINANCE AND WILL COMPLY AND OBSERVE ALL REGULATIONS AND LAWS AS STATED WITHIN THIS ORDINANCE FOR ASSEMBLIES IN PUBLIC PLACES.


Applicant Signature

5/21/22
Date

If organization, state name of organization and applicant's title in the organization:

City of Newburgh CAC Chair
Organization Title

FOR OFFICE USE ONLY

Permit Fee Payment:

Date _____ Receipt No. _____ N/A _____

Certificate of Insurance:

Date: _____ Approved: _____ Disapproved: _____ Not Required _____

CORPORATION COUNSEL

Date	DepartmentName/Title	Recommendation		Adjustment
_____	Codes _____	Yes _____	No _____	_____
_____	Fire _____	Yes _____	No _____	_____
_____	Police _____	Yes _____	No _____	_____
_____	DPW _____	Yes _____	No _____	_____
_____	Recreation _____	Yes _____	No _____	_____

CITY MANAGER: approved _____ denied _____

Todd Venning
City Manager

DATE

RESOLUTION NO.: 102 - 2022

OF

APRIL 25, 2022

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE
AN AGREEMENT WITH CROWN CASTLE TO INCREASE NETWORK SPEEDS AND
EXPAND THE WIDE AREA NETWORK TO INCLUDE 300 BROADWAY
AT A TOTAL COST OF \$8,150.00**

WHEREAS, the City proposes to increase network internet speeds and expand the wide area network to include 300 Broadway; and

WHEREAS, the City of Newburgh received a proposal from Crown Castle to amend the parties' Master Telecommunications License Agreement to include the increased network speed and expansion of the wide area network; and

WHEREAS, the total cost of the services will be \$8,150.00, and funding shall be derived from A.1680.0448; and

WHEREAS, this Council has determined that accepting such proposal and entering into the 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 be and he hereby is authorized to execute an agreement with Crown Castle for increased network speed and expansion of the wide area network to include 300 Broadway at a cost of \$8,150.00.

RESOLUTION NO.: 103 - 2022

OF

APRIL 25, 2022

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE
A SITE DEVELOPMENT AGREEMENT WITH
THE GENESIS GROUP/ZWC GLOBAL FOR THE TRANSFER AND
REDEVELOPMENT OF PROPERTY LOCATED AT
120 GRAND STREET (SECTION 24, BLOCK 2, LOT 17)**

WHEREAS, the City of Newburgh wishes to redevelop the City-owned property located at 120 Grand Street (the "Property"); and

WHEREAS, the City issued a Request For Proposals ("RFP") for the development of the Property and received four (4) responses from developers interested in pursuing development projects on the Property; and

WHEREAS, the Mayor's Strategic Economic Development Advisory Committee reviewed the responses to the RFP and recommended to City Council that The Genesis Group/ZWC Global Partners (by David Garland and Wayne Warner, as managing members) or a yet-to-be formed company that is effectively owned, managed, and controlled by Mr. Garland and Mr. Warner be selected to develop the Property; and

WHEREAS, the parties have negotiated a site development agreement for the transfer and redevelopment of the Property, which is annexed hereto; and

WHEREAS, this Council finds that the Property is not required for public use and that approving such site development agreement is necessary, appropriate and in the best interests of the City;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh that the City Manager be and he is hereby authorized to execute on behalf of the City of Newburgh the site development agreement with The Genesis Group/ZWC Global Partners (by David Garland and Wayne Warner, as managing members) or a yet-to-be formed company that is effectively owned, managed, and controlled by Mr. Garland and Mr. Warner, in substantially the same form as annexed hereto with other provisions as Corporation Counsel may require, for the transfer and redevelopment of the property at 120 Grand Street.

SITE DEVELOPMENT AGREEMENT

BETWEEN

THE CITY OF NEWBURGH

AND

NEW 120 GRAND STREET, LLC

DATED AS OF _____, 2022

Regarding:
120 Grand Street, Tax ID 24-2-17
City of Newburgh, Orange County, New York

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SCHEDULE A	PROPERTY DESCRIPTION
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SCHEDULE C	PROJECT AND DEVELOPMENT DEADLINES
SCHEDULE "D"	SAMPLE DEED WITH RIGHT OF REVERTER RESTRICTIONS

SITE DEVELOPMENT AGREEMENT

SITE DEVELOPMENT AGREEMENT ("Agreement") dated _____, 2022 between the City of Newburgh, a municipality of the State of New York, having a principal office at City Hall, 83 Broadway, Newburgh, NY 12550 ("City") and New 120 Grand Street, LLC, a New York limited liability company having an address c/o Arciero McMillan & Burgess, P.C., 299 Windsor Highway, New Windsor, New York 12553 ("Developer").

WITNESSETH:

WHEREAS, the City is the owner of the property located at 120 Grand Street in the City of Newburgh, more accurately described as Section 24, Block 2, Lot 17 on the official tax map of the City of Newburgh, described in Section 3.01 hereof (the "Property"); and

WHEREAS, the City desires to provide for the redevelopment of the Property for commercial uses; and

WHEREAS, pursuant to a request for proposals, based on their representations as to qualifications, experience and financial capacity, the City selected the Developer to redevelop the Property; and

WHEREAS, the Developer has proposed to acquire the Property from the City for the purposes of developing the Property, and City desires to convey the Property to the Developer pursuant to the terms set forth in this Agreement; and

WHEREAS, the Developer acknowledges that the City is conveying the Property subject to the terms and conditions set forth herein for the purpose of providing for the redevelopment of the Property in accordance with this Agreement;

NOW THEREFORE, in consideration of mutual covenants herein contained and the payment of the sum of on dollar by the Developer to City, the receipt of which is hereby acknowledged, the parties agree as follows:

ARTICLE 1 DEFINITIONS

SECTION 1.01 Definitions. Any terms set forth in this section shall have the meanings ascribed to them for all purposes of this Agreement, unless the context clearly requires otherwise.

"Approvals and Permits" shall mean, collectively, all approvals and permits actually issued from all governmental or administrative agencies or regulatory bodies having jurisdiction for the construction and operation of the redevelopment of the Property, including, without limitation, all site plan approvals, zoning variances, easement and franchise agreements. "Approvals and Permits" shall also mean all applications for building permits, licenses, permits and permissions to construct

and maintain all on-site and off-site improvements, curbcuts, roadway, mediate cuts and utility lines and services.

"Architect" shall mean a professional architect or professional engineer or firm of professional architects or professional engineers licensed by the State of New York, and reasonably acceptable to City.

"Business Day" shall mean a day other than i) any Saturday, Sunday, or other day on which banks located in the City of Newburgh are authorized or required to be closed, or ii) any day on which the offices of the City of Newburgh are closed.

"Certificate of Occupancy" shall mean a permanent certificate of occupancy issued by the City of Newburgh Code Compliance Bureau.

"City" shall mean the City of Newburgh, a municipal corporation of the State of New York having a place of business at 83 Broadway, Newburgh, New York 12550, its successors and/or assigns.

"Claims" shall mean any and all claims (whether in tort, Agreement or otherwise), demands, liabilities, obligations, damages, penalties, costs, charges and expenses, for losses, damage, injury and liability of every kind and nature and however caused, and taxes, including, without limitation, reasonable fees of architects, engineers and attorneys, administrative or judicial actions, suits, orders, liens, notices, notice of violations, investigations, complaints, requests for information, proceedings, or other communication (written or oral), whether criminal or civil.

"Closing Date" shall mean the date of closing of title pursuant to Section 3.03.

"Closing Deadline" shall mean the date which is set forth in Schedule "C" as the closing deadline.

"Completion Deadline" shall mean the date which is set forth in Schedule "C" noted as the "Project Completion Deadline."

"Developer" shall mean NEW 120 Grand Street, LLC, its successors and/or assigns to the extent permitted under Section 12.01 of this Agreement.

"Earnest Money" shall mean the amount payable pursuant to Section 4.01(a).

"Force Majeure" shall mean acts of God, strikes, lockouts or other labor disturbances; acts of public enemies; orders or restraints of any kind of the United States or any civil or military authority in the exercise of its police powers; insurrection, civil disturbances, or riots; or impossibility of procuring materials.

"Governmental Authority" shall mean the United States, State of New York, and any political subdivision thereof, and any agency, department, commission, board, bureau or instrumentality of

any of them having jurisdiction over the Property including, but not limited to the United States, the U.S. Environmental Protection Agency, or any state or local environmental protection agency.

"Housing Units" shall mean apartment units intended to be occupied by a single person or family other than on a transient basis.

"Improvements" shall mean any buildings, structures, or other improvements, now or hereafter constructed or place upon, under or affixed to the Property, including without limitation any fixtures.

"Lending Institution" shall mean any insurance company, bank or trust company, college, university charitable institution or union, pension, profit or retirement fund or trust, governmental agency or fund, real estate investment trust, or other financial or lending institution whose loans on real estate or respect thereto are regulated by state or federal law, and which is not a Related Party to the Developer.

"Liens" shall mean any interest in real or personal property securing an obligation owed to a person, whether such interest is based on the common law, statute or agreement, and including, but not limited to, a security interest arising from a mortgage, encumbrance, pledge, conditional sale or trust receipt or a lease, consignment or bailment for security purposes. The term "Lien" includes reservations, exceptions, encroachments, projection, easements, right of way, including but not limited to, mechanics', materialman's, warehousemen's and carriers' liens and other similar encumbrances affecting real property. For purposes hereof, a "person" shall be deemed to be the owner of real or personal property which it has acquired or holds subject to a conditional sale agreement or other arrangement pursuant to which title to the property has been retained by or vested in some other person for security purposes.

"Net Proceeds" shall mean so much of the proceeds with respect to which that term is used as remain after payment of all fees for the costs of adjustment and collection, services, expenses, and taxes (including reasonable attorneys' fees) incurred in obtaining such proceeds.

"Person" shall mean an individual, partnership, corporation, trust, unincorporated organization or Government Authority.

"Plans and Specifications" shall mean the plans, specifications, drawings and related documents for the Improvements which shall be prepared by a New York Stated Licensed Architect or Professional Engineer, and shall be as detailed as the plans required to be submitted to the building inspector of the City for purposes of obtaining a building permit, including but not limited to a site plan that includes a landscaping plan, a drainage plan, pedestrian and vehicle ingress and egress, a floor plan, mark-outs for water, sewer and utilities, exterior materials, colors and elevations, parking, and signage, including all amendments and modifications thereof made in accordance with the terms hereof.

"Project" shall mean the development project, which shall include renovation of three floors of commercial space for use(s) permitted in the applicable zone(s); restoration of the existing building in accordance with New York State Historic Preservation Office and City of Newburgh Architectural Review Commission standards; and outreach, training and hiring of local area residents in connection with the construction project. No residential use or change of building footprint is contemplated or shall be allowed.

"Project Lender" shall mean a Lending Institution that is the mortgagee of a Project Mortgage financing construction of the Project.

"Project Mortgage" shall mean one or more mortgages on Developer's interest in the Property and Improvements obtained from a Lending Institution, the proceeds of which are used for the development of the Project including, without limitation, soft costs, hard costs and financing costs related thereto and any refinancing by a Lending Institution.

"Property" shall mean the property described at Section 3.01 to be conveyed pursuant to this Agreement.

"Purchase Price" shall mean the purchase price set forth in Section 4.01.

"Related Party" shall mean, with respect to any Person, any other Person if such other Person controls or is controlled by or under common control with the Person.

"Taxes" shall mean all taxes, assessments, water and sewer rents, rates and charges, vault license fees or rentals, levies license and permit fees and all other governmental impositions and charges of every kind and nature whatsoever, extraordinary as well as ordinary, foreseen and unforeseen, which shall be charged, levied, laid, assessed, imposed upon, become due and payable out of or in respect of, or become liens upon the whole or any part of the Property or Improvements, together with all interest and penalties, under all present or future laws, ordinances, requirements, orders, directives, rules or regulations or the federal, state, county, school and city governments and of all other Governmental Authorities whatsoever.

"Title Insurer" shall mean such title insurance company as shall be mutually acceptable to the City and the Developer for the issuance of the policies of title insurance referred to in Section 3.02.

SECTION 1.02 Interpretation. As used in this Agreement, the masculine shall include the feminine and neuter and vice versa, the singular shall include the plural and the plural shall include the singular, as the context may require. References to sections or subsections herein shall mean the applicable section of subsection of this Agreement, unless the context clearly requires otherwise.

ARTICLE 2 DEVELOPER'S REPRESENTATIONS

SECTION 2.01 Developer's Representations. Developer makes the following representations and warranties to City in conjunction with the conveyance of the Property:

- (a) Developer is a limited liability company duly formed and in good standing under the laws of the State of New York; is duly qualified to transact business in the State of New York; and has the requisite corporate power and authority to enter into this Agreement and any other documents required by the Parties to effectuate this Agreement including. The execution, delivery and performance by Developer of such documents does not conflict with or result in a violation of Developer's organizing documents or any judgment, order or decree of any court or arbiter to which Developer is a party or by which it is bound. Such documents are valid and binding obligations of Developer, enforceable in accordance with their terms. There is no suit, action, proceeding or litigation pending or, to the best of Developer's knowledge, threatened, against or affecting the Developer by or before any court, arbitrator, administrative agency or other Governmental Authority which might have material effect on the validity of the transaction contemplated hereby or the ability of the Developer to perform its obligations under this Agreement.
- (b) Developer intends to proceed to seek the Approvals and Permits for the construction of the Project promptly following the execution of this Agreement.
- (c) Developer has the requisite financial capacity and technical expertise and is in all respects capable of constructing the Project prior to the Completion Deadline.
- (d) The Project will be constructed to meet all requirements of Permits and Approvals and applicable requirements of any Governmental Authority having jurisdiction over the Developer, the Property, the Improvements or their use or operation.
- (e) All certificates or statements furnished to the City by or on behalf of the Developer in connection with the transaction contemplated hereby are true and complete.

ARTICLE 3 CONVEYANCE OF PROPERTY AND ACCEPTABLE TITLE

SECTION 3.01 Conveyance of Property. Upon satisfaction of the conditions precedent to conveyance set forth in Article 5 of this Agreement, and subject to the further terms of this Agreement, City shall convey to Developer and Developer shall purchase, at the price and upon the terms and conditions set forth in this Agreement, the Property in the City of Newburgh, Orange County, the Property, which includes:

- (a) the real property located in Orange County and described in Schedule "A" attached hereto and made part hereof (the "Land");

- (b) all right, title and interest currently held by the City, if any, in and to any and all strips and gores of land adjacent to or adjoining the Land, and all of the Land lying in the bed of any street or highway in front of or adjoining the Land to the center line thereof and to any unpaid award for any taking by condemnation or any damages to the Land by reason of a change of grade of any street or highway;
- (c) all appurtenances and all the estate and rights currently held by the City in and to the Land.
- (d) the appurtenances and all the estate and rights currently held by the City in and to the Land and Improvements; and
- (e) all right, title and interest currently held by the City, if any, in and to the furniture, machinery, fixtures, equipment attached to or located on the Land or the Improvements (collectively referred to in the Agreement as the "Equipment")

SUBJECT TO the any easements or rights-of-way of record, and rights of reverter reserved herein as further described in Section 11.04.

SECTION 3.02. Title; Permitted Exceptions. City shall convey fee simple title to the Property in accordance with the terms of this Agreement, subject only to the following exceptions (collectively referred to as the "Permitted Exceptions"):

- (a) the matters set forth in Schedule "B" attached hereto;
- (b) the City's right of reverter set forth in Section 11.04;
- (c) restrictions, easements, rights of way and encumbrances disclosed in policies of title insurance which have been made available to the Purchaser;
- (d) statutory liens for current taxes, assessments or other governmental charges not yet delinquent; and
- (e) zoning, entitlement and other land use and environmental regulations by the City, provided that such regulations have not been violated.

SECTION 3.03 Closing. Except as otherwise provided in Schedule C, the closing of title pursuant to this Agreement (the "Closing") shall take place at 10:00 a.m. on a specific date determined by the parties, but in no event later than 18 months from the date of this Agreement, at the offices of the Corporation Counsel at City Hall, 83 Broadway, Newburgh, NY, or at such other date or location as may be agreed to by the parties (the actual date of the Closing being herein referred to as the "Closing Date").

ARTICLE 4 PURCHASE PRICE; ACCEPTABLE FUNDS

SECTION 4.01 Purchase Price; Down Payment. The purchase price (the "Purchase Price") to be paid by Developer for the Property shall be \$51,000.00, payable as follows:

- (a) The Developer shall pay to the City a down payment of \$1,000.00 (the "Earnest Money") upon the execution of this Agreement, which Earnest Money shall be non-refundable, except to the extent provided in Section 7.02.

- (b) The Earnest Money shall be applied as a credit toward the Purchase Price at Closing.
- (c) The balance of the Purchase Price shall be paid to the City at Closing.

SECTION 4.02 Acceptable Monies. All monies payable under this Agreement, unless otherwise specified in this Agreement shall be paid by:

- (a) Certified checks of the Developer on behalf of the Developer or any person making a purchase money loan to the Developer drawn on any bank, savings bank, trust company or savings and loan association having a banking office in the State of New York, payable to the order of the City; or
- (b) Official bank checks drawn by any such banking institution, payable to the order of the City.

ARTICLE 5 CONDITIONS PRECEDENT

SECTION 5.01 Conditions to Developer's Obligation; Right to Terminate. In addition to the conditions otherwise set forth herein, the Developer's obligations to purchase shall be contingent upon the following conditions:

- (a) Prior to conveyance of the Property, the Developer shall have the option to terminate this Agreement, but without the right to receive a refund of the Earnest Money and any costs incurred by Developer in connection with the Project.
- (b) Developer shall be deemed to have waived all contingencies if written notice is not given to City on or prior to the Closing Date.

SECTION 5.02 Conditions to City's Obligations. In addition to the conditions otherwise set forth herein, City's obligations to convey the Property shall be contingent upon the following conditions:

- (a) Developer shall have paid the Purchase Price as provided in Article 3 of this Agreement.
- (b) Developer shall have deposited all Required Guarantees, if any, required by this Agreement.
- (c) Developer shall have obtained all required Approvals and Permits for the Project.
- (d) Developer shall not be in default under this Agreement.

SECTION 5.03 City's Right to Terminate. City shall have the right to terminate this Agreement by written notice to the Developer, but without any obligation to refund the Earnest Money, if all of the conditions precedent to conveyance set forth in Section 5.01 have not been satisfied by the Closing Deadline.

SECTION 5.04 Termination of Agreement. Upon termination by either party pursuant to this Agreement, this Agreement shall be null and void, and no action, claim or demand may be based on any term or provision of this Agreement, other than Sections 6.03 (Indemnity) and 9.05(e) (Environmental Indemnity).

ARTICLE 6 COVENANTS

SECTION 6.01 Developer's Covenants. In addition to the agreements otherwise set forth herein, Developer makes the following covenants for the benefit of City.

(a) Design and Approvals:

- i. Developer will cause to be prepared by an Architect a project design for the Project and submit Plans and Specifications to the City's land use boards in sufficient time for review and approval prior to the Closing Deadline.
- ii. Developer shall obtain all necessary Approvals and Permits at least 30 days prior to the Closing Deadline.
- iii. Developer shall receive City's prior written approval, not to be unreasonably withheld, of all architects, engineers and general contractors to be engaged in the planning, design, and construction of any Public Improvements. The City may reasonably withhold prior written approval, apart from any other considerations, unless and until (1) Developer provides an insurance company bond to the City for the City's estimated value of any public improvements, plus 20 percent; and (2) any of Developer's architects, engineers, and contractors specifically agree to complete work for City, at City's request, in the event of Developer's default.
- iv. If any lien is filed or asserted, including, without limitation, any lien for the performance of any labor or services or the furnishing of materials, whether or not valid, and made against the Property or any part thereof in the interest therein of the City, or the interest therein of a Party under this Agreement, other than Liens for Taxes not yet payable, or payable without the addition of any fine, penalty, interest or cost for non-payment, Permitted Encumbrances, or liens being contested as permitted by this Section, then Developer, upon receipt of notice of the filing, assertion, entry or issuance of such lien (regardless of the source of such notice) shall give written notice thereof to City within 5 business days and, except where the validity of such Lien is being contested in accordance with the provisions of this Section, take all action (including the payment of money and/or the securing of a bond) at its own expense as may be necessary or appropriate to obtain the discharge in full thereof and to remove or nullify the basis therefor. Nothing contained in this Agreement shall be construed as constituting the express or implied consent to or permission of the City for the performance of any labor or services or the furnishing of any materials that would give rise to any Lien against City's interest in the Property. The Developer may, at its sole expense contest, after prior written notice to the City, by appropriate action conducted in good faith and with due diligence in the amount or validity or application, in whole or in part, of any Lien, if (1) such proceeding shall suspend the execution or enforcement of such Lien against the Property or Improvements or any part thereof or any interest therein, or in this

Agreement, of the Sell or Developer or against any of the rentals or other amounts payable under this Agreement, (2) neither the Property or Improvements nor any part thereof or interest therein would be in any danger of being sold, forfeited or lost, (3) City would not be in any reasonable danger of any civil or any criminal liability, other than normal accrual of interest, for failure to comply therewith, and (4) the Developer shall have furnished such security, if any, as may be required in such proceedings; if such proceeding could result in the City being in any reasonable danger of civil liability, including accrual of interest, fines and/or penalties, the Developer shall deliver a written confirmation to the City that the Developer shall indemnify and hold the City harmless from any claims, liabilities, costs or expenses as may derive with respect thereto, and the Developer shall provide to the City such security as the City may reasonably require.

- v. At the written request of the City, the Developer shall provide all reasonable information as may be requested with respect to any Lien, the status thereof, the amount in dispute, and the action taken or proposed to be taken by the Developer in connection therewith.

(b) Completion Deadline:

- i. Developer will complete the construction of the Project not later than the Completion Deadline.

(c) Construction. In construction of the Project, Developer:

- i. Shall at its own cost and expense obtain all Approvals and Permits;
- ii. Shall comply with all requirements of Governmental Authorities applicable to the construction and installation of the Improvements;
- iii. Shall perform the construction and installation of the Project expeditiously, in compliance with the Plans and Specifications, in a good and workmanlike manner and in accordance with the provisions of this Agreement.
- iv. Shall pay all proper accounts for work done or materials furnished under all Agreement which it has entered into relating to the construction of the Project.

SECTION 6.02 City's Covenants. City covenants that it will comply with the following covenants between the date of this Agreement and the Closing, unless this Agreement is earlier terminated in accordance with its terms:

- (a) The City shall not encumber the Property or enter into any lease or other occupancy agreement therefor, without the prior written consent of the Developer.
- (b) The City shall allow for Developer or Developer's representatives access to the Property upon reasonable prior notice pursuant to Section 9.05 of this Agreement.
- (c) City hereby agrees that it will consent in its capacity as owner when reasonably requested by Developer, at Developer's expense, to any application for planning or other regulatory

approvals necessary in connection with the contemplated use of the Property for the Project consistent with this Agreement, subject to Section 9.04.

SECTION 6.03 Indemnity. Developer shall at all times indemnify and hold the Seller harmless from and against and all Claims, including reasonable attorneys' fees, which may be imposed upon, incurred by or asserted against the Seller, its officers, employees, and agents (the "Indemnified Parties"), arising during the term of this Agreement upon or about the Property or resulting from, arising out of, or in any way connected with (1) breach of the representations and warranties set forth in Section 2.01, whether prior to or after the Closing; (2) the funding of the costs of the Project; (3) the planning, design, acquisition, site preparation, construction, renovation, equipping, installation, or completion of the Project or any part thereof or the effecting of any work done in or about the Property; (4) any defects, whether latent or patent, in the Improvements; (5) the maintenance, repair, replacement, restoration, rebuilding, upkeep, use, occupancy, ownership, leasing, subletting or operation of the Improvements or any portion thereof; or (6) any act or omission of Developer or any of its agents, concessionaires, contractors, servants, employees, tenants, or invitees ("Permittees"), including without limitation any failure by Developer to perform or comply with any of the covenants, agreements, terms, conditions or limitations of this Agreement, but excluding liability caused by the negligence or intentional misconduct of the Indemnified Parties. The Developer shall require any of its Permittees who perform construction work on the Property to agree to indemnify the Indemnified Parties and Developer for Claims with respect to the Permittee's scope of work, excluding negligence or willful misconduct of the party to be indemnified. If any action or proceeding is brought against Seller because of any one or more of the Claims, Developer, at its sole cost and expense, upon written notice from Seller, shall defend that action or proceeding by competent counsel acceptable to Seller.

ARTICLE 7

OBJECTION TO TITLE, FAILURE TO PERFORM

SECTION 7.01 Developer to Deliver Title Report. Developer shall cause a copy of an updated title report from the Title Insurer to be forwarded to City within sixty (60) days of the date of this Agreement. Service of the updated title report shall constitute notice of the Developer's objections to title, as said objections might be outlined in a Schedule B or Schedule B-1. City shall be entitled to a reasonable period of time of not less than one hundred eighty (180) days to remove any defects in or objections to title noted in such title report. Developer shall be deemed to have waived any objections to title if not made within (10) days after furnishing the title report to the City.

SECTION 7.02 Developer's Right to Terminate. If City is unable to cause title to the Project to be conveyed at the Closing in accordance with the provisions of this Agreement, Developer may elect to accept such title as City may be able to cause to be conveyed. If Developer shall not so elect, Developer may terminate this Agreement upon thirty (30) days' notice to City. Upon such termination, the Agreement shall be null and void and the parties hereto shall be relieved of all further obligations and liability except that the provisions of Section 9.05(e) and Section 6.03 shall survive the closing.

ARTICLE 8
DESTRUCTION, DAMAGE OR CONDEMNATION

SECTION 8.01 General Obligations Law to Control. The provisions of Section 5-1311 of the General Obligations Law shall apply to the sale and purchase provided for in this Agreement.

ARTICLE 9
SITE CONDITIONS; INVESTIGATIONS; APPROVALS

SECTION 9.01 As-Is Condition. At Closing, Seller shall convey the Property in "as is" condition. The Seller expressly disclaims any warranties or representations whatsoever. After Closing, any costs related to the Property will be the responsibility of the Developer.

SECTION 9.02 No Representations. No representation, statement or warranty, express or implied, has been made by Seller as to the condition of the Property, or its permitted use under applicable zoning, building, land use and similar laws, ordinances and regulations. Developer assumes all responsibility for compliance with such use regulations, and Seller shall have no liability or responsibility for any defect in the Property or for any limitations upon the use of the Property.

SECTION 9.03 Developer to Obtain Approvals. Developer, at its sole expense, shall take all actions that it reasonably deems necessary to obtain, and shall make and diligently prosecute all applications for Approvals and Permits. Nothing in this Agreement shall be construed as the consent, request, approval, or agreement of Seller, express or implied, by inference or otherwise, to any applications for Approvals and Permits made by Developer to any agency or body of the City, nor any agreement or Agreement to change, amend, modify, or alter any local law, code, or ordinance of the City or any agency or body of the City.

SECTION 9.04 Zoning and Planning Approvals. The Developer anticipates that the development of the Project as presently contemplated will not require an amendment to the City of Newburgh zoning code or a use variance. In the event of any proposed modifications by the Developer to its proposed Project, the Developer understands that the granting of such requests is within the discretion of the applicable governmental body and that nothing in this Agreement obligates the City, the Seller, or any other governmental body to provide for such approvals. Any risks associated with obtaining land use board approvals shall be exclusively borne by the Developer. The Project shall conform with all applicable zoning requirements as they may be so amended.

SECTION 9.05 Environmental and Soil Investigation and Testing.

- (a) City grants to Developer the right to conduct an examination to obtain a report or reports by a qualified consultant or consultants (the "Consultants") concerning the presence of any
 - (i) contamination of the Property by hazardous materials; (ii) apparent violation of environmental requirements upon or associated with activities upon the Property; (iii) potential incurrence of environmental damages by the prior or current owner(s) or

operator(s) of the Property; or (iv) such other survey, soil, subsoil, geological and engineering investigations as Developer may desire or as may be required by an Governmental Authority which must approve any aspect of the development of the Project. Developer shall provide a copy of any such report(s) to City.

- (b) Developer may terminate this Agreement on or before 180 days after the date of this Agreement, but without the right to receive a refund of the Earnest Money, in the event such report indicates the presence of any objectionable material as contemplated in paragraph (a).
- (c) Such investigation and testing may include, without limitation, (i) site inspection; (ii) drilling, core sampling, taking of samples for analysis, installing, monitoring and testing devices; (iii) interviews of present occupants of the Property; (iv) a review of public records concerning the Property and other properties in the vicinity of the Property; and (v) a review of aerial photographs of the Property and other evidence of historic land uses.
- (d) The investigation and testing any be performed at any time or times, except that entry upon the Property shall be on reasonable notice, and under reasonable conditions. The Consultants are hereby authorized to enter upon the Property for such purposes and to perform such testing, including drilling, core sampling, and the taking of such other samples as may be necessary to conduct the investigation and testing as required in the opinion of the Consultants. The Consultants may install, and monitor such testing and sampling devices as in their opinion are reasonable and necessary. City shall have the right to be present during all testing and sampling and survey work.
- (e) Developer shall pay all costs and expenses of such investigation and testing, and Developer shall indemnify and hold City harmless from and against all costs and liabilities relating to Developer's activities. Developer shall further repair and restore any damage to the Property caused by or occurring during Developer's investigation and testing and return the Property to substantially the same condition as existed prior to such entry. Developer and Consultants shall provide evidence of insurance satisfactory to City prior to having access to the site.

ARTICLE 10

CLOSING OBLIGATIONS; APPORTIONMENTS

SECTION 10.01 City's Closing Obligations. At the Closing, the City shall deliver the following to the Developer:

- (a) A quitclaim deed, including the covenant required by Section 13 of the Lien Law, properly executed and in proper form for recording so as to convey the title required by this Agreement (including without limitation the right of reverter set forth in Section 11.04).
- (b) A bill of sale conveying, transferring and selling to Developer all right, title and interest of the City in and to any Equipment on the Property.
- (c) A non-foreign affidavit, properly executed and in recordable form, containing such information as shall be required by Section 1445 of the Internal Revenue Code of 1986, as amended and the regulations issued therefor.

- (d) Such affidavits as Developer's title company shall reasonably require in order to omit from its title insurance policy all exceptions for judgments, bankruptcies or other returns against persons or entities whose names are the same as or similar to the City's name.
- (e) A designation agreement designating the "reporting person" for purposes of completing IRS Form 1099-S
- (f) Subject to Permitted Exceptions, possession of the property in the condition required by this Agreement.
- (g) Possession of the Property in the condition required by this Agreement, subject to the Permitted Exceptions.

SECTION 10.02 Developer's Closing Obligations. At the Closing, Developer shall do the following:

- (a) Developer shall deliver to City the portion of Purchase Price payable at Closing.
- (b) Developer shall cause the deed to be recorded, duly complete all required real property transfer tax returns and cause all such returned and check in payment of such taxes to be delivered to the appropriate officers promptly after Closing.
- (c) Developer shall deliver a designation agreement designated the "reporting person" for purposes of completing IRS Form 1099-S.

SECTION 10.03 Apportionments. All real estate taxes, school taxes, and utilities with respect to the Property will be apportioned as of the date of Closing Date. Water and sewer charges and sanitation fees will be paid by the City to the Closing Date.

ARTICLE 11 DEFAULTS AND REMEDIES

SECTION 11.01 Remedies on Default.

- (a) Termination of Agreement by Seller. Upon the occurrence of any default under this Agreement by Developer, Seller may, at its option, or any time thereafter, give written notice to Developer specifying the default and stating that this Agreement shall terminate on the date specified in such notice, which shall be not less than fifteen (15) days after the date of such notice. Upon the date specified in the notice, this Agreement and all rights of Developer under this Agreement shall terminate. The termination of this Agreement does not relieve Developer of its liability and obligations under Section 9.05(e) and Section 6.03 of this Agreement, which shall survive. Upon such termination Seller will retain the Earnest Money as liquidated damages. The termination of this Agreement and the retention of the Earnest Money will be the sole remedy available to Seller for such default by Developer. Developer will not be liable for additional damages or for specific performance.
- (b) Termination by Developer. Upon the occurrence of any default by Seller, Developer may, at its option, at any time thereafter, give written notice to Seller specifying the default and stating that this Agreement shall terminate on the date specified in such notice, which shall

not be less than fifteen (15) days after the date of such notice. Upon the date specified in the notice, this Agreement shall terminate. The termination of this Agreement shall not relieve the Developer of its liability and obligations under Section 9.05(e) and Section 6.03 of this Agreement, which shall survive. If Seller defaults under this Agreement, this provision does not preclude Developer from seeking specific performance of this Agreement but Developer shall have no right to seek monetary damages from Seller for Seller's defaults hereunder.

SECTION 11.02 Force Majeure. If Seller or Developer shall be delayed, hindered in or prevented from the performance of any act required under this Agreement by Force Majeure, then performance of that act shall be excused for the period of the delay (but not exceeding ninety (90) days) and the period for the performance of the act shall be extended for a period equivalent to the excusable period of the delay (but not to exceed ninety (90) days), provided the party delayed shall give the other party notice and full particulars of the Force Majeure within a reasonable time after the event occurs. The parties may agree to further time extensions pursuant to this section upon mutual written consent.

SECTION 11.03 Cumulative Rights and Remedies. Each right and remedy under this Agreement shall be cumulative and shall be in addition to every other right or remedy provided for in this Agreement or not or hereafter existing at law or in equity or by statute or otherwise, and the exercise by Seller of any one or more of those rights or remedies shall not preclude simultaneous or later exercise by Seller or any or all other rights or remedies Seller may have.

SECTION 11.04 City's Right of Reverter. The Property shall be developed and used solely for the Project in conformity with the laws, ordinances, codes, rules and regulations of the City of Newburgh and State of New York. The deed, an example of which is described in Schedule "D" attached hereto, will contain provisions stating that, among other things, the Developer is required to rehabilitate any building on the Property for the Project and bring it into compliance with all State, County and Local standards for occupancy within twenty-four (24) months of the date of the deed. Within such twenty-four (24) month time period the Developer must obtain a Certificate of Occupancy for all buildings on the property for the use stated in the definition of the Project in this Agreement. The deed shall require the Developer to schedule an inspection by City officials at or before the end of the twenty-four (24) month period for compliance with the terms of this Agreement. If the Developer 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 or entity before a Certificate of Occupancy or Certificate of Compliance is issued for such purposes.

ARTICLE 12 MISCELLANEOUS PROVISIONS

SECTION 12.01 Assignment and Subletting. The Developer and Seller agree that the Developer has been selected by the Seller based on unique and specific qualifications relating to the

development of the Project. Prior to the Closing Date, the Developer shall not sell, assign, mortgage or transfer any interest in the Property or this Agreement without the prior written consent of the Seller, which shall be at the discretion of the Seller. Notwithstanding, any such assignment, Developer shall remain responsible for the covenants set forth in Article 6. Developer shall be the managing partner or controlling shareholder of any transferee. Any transferee shall have the qualifications and financial responsibility necessary in the determination of the Seller to assure compliance with the obligations of the Developer herein. Any transferee, by instrument in writing satisfactory to the Seller and in recordable form, shall, for itself and its successors and assigns, have assumed all of the obligations of the Developer under this Agreement and agreed to be subject to all conditions and restrictions herein.

SECTION 12.02 Entire Agreement; Amendment. This Agreement embodies and constitutes the entire understanding between the parties with respect to the transaction contemplated herein, and all prior agreements, understandings, representations and statements, oral or written, are merged into this Agreement. Neither this Agreement nor any provision hereof may be waived, modified, amended, discharged or termination except by an instrument signed by the party against whom the enforcement of such waiver, modification, amendment, discharge or termination is sought, and then only to the extent set forth in such instrument. In the event that any provision of this Agreement is held to be unenforceable under applicable law, this Agreement will continue in full force and effect without such provision and will be enforceable in accordance with its terms.

SECTION 12.03 No Waiver. No waiver by either party hereto of any failure or refusal by the other party hereto to comply with its obligations hereunder shall be deemed a waiver of any other or subsequent failure or refusal by such party to so comply.

SECTION 12.04 Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of New York, without giving effect to any conflict of laws principles that may apply. The State courts located in New York State, County of Orange, shall have exclusive jurisdiction to adjudicate any disputes arising out of or relating to, this Agreement. Each party hereto consents to the jurisdiction of such court and waives any right it may otherwise have to challenge the appropriateness of the forum for any reason. Arbitration shall not be used to resolve any claims, controversies, or disputes between the parties.

SECTION 12.05 Recording. Either party shall have the right to record, at its own expense, a memorandum of this Agreement.

SECTION 12.06 Captions. The captions in this Agreement are inserted for convenience of reference only and in no way define, describe or limit the scope or intent of this Agreement or any of the provisions hereof.

SECTION 12.07 Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs or successors and permitted assigns.

SECTION 12.08 Severability. In the event that any of the provisions, or portions, or applications thereof, of this Agreement are held to be unenforceable or invalid by any court of competent jurisdiction, Seller and Developer shall negotiate an equitable adjustment in the provision of this Agreement with a view toward effecting the purpose of this Agreement, and the validity and enforceability of the remaining provisions or portions, or applications thereof, shall not be affected thereby.

SECTION 12.09 Notices. All notices required or permitted under this Agreement shall be in writing and shall be delivered personally, sent by a nationally recognized reputable overnight delivery service, or sent by U.S. First Class certified mail, postage prepaid, return receipt requested, addressed to the following addresses. Notices shall be deemed effective on the earlier of the date of receipt or three business days after the date of mailing. Any party may change its address for the service of notice to the other parties as provided herein.

Developer as follows:

[Name]
[Address]
[Address]

with a copy to:

Arciero McMillan & Burgess, P.C.
299 Windsor Highway
New Windsor, New York 12553

Seller as follows:

City of Newburgh
attn: City Manager
City Hall, 83 Broadway
Newburgh, New York 12550
(845) 569-7301

With a copy to

Office of the Corporation Counsel
City Hall, 83 Broadway
Newburgh, New York 12550
(845) 569-7335

SECTION 12.10 No Broker. The parties warrant and represent to each other that no broker brought about, or participated in, this Agreement or transaction. Seller and Developer shall

indemnify and hold one another harmless against all liabilities and expenses (including, without limitation, reasonable attorneys' fees) arising from any claims for brokerage on this transaction.

SECTION 12.11 Project Mortgage. Not applicable.

SECTION 12.12 No Partnership or Joint Venture. This Agreement does not create any obligation or relationship such as a partnership, joint venture or other similar legal relationship under the laws of any state or the federal government. Any correspondence or other references to "partners" or other similar terms will not be deemed to alter, amend or change the relationship between the parties hereto unless there is a formal written agreement specifically detailing the rights, liabilities and obligations of the parties as a to new, specifically defined legal relationship.

SECTION 12.13 Obligations of Governmental Agencies. Notwithstanding any statement or representation to the contrary contained herein or in any of the other implementing agreements, the obligations and agreements of the Seller contained herein and in the other implementing agreements and in any other instrument or document executed in connection therewith and any instrument or document supplemental thereto shall be deemed the obligations and agreements of the Seller, and not of any member, officer, agent or employee of the Seller in its individual capacity, and the members, officers, agents and employees of the Seller shall not be liable personally hereon or thereon or be subject to any personal liability or accountability based upon or in respect hereof or thereof or of any transaction contemplated hereby or thereby.

SECTION 12.14 Withdrawal of Offer. This Agreement shall be deemed withdrawn unless accepted by Seller and a fully executed counterpart of this Agreement returned to Developer on or before _____ (30 days from City Council approval).

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

Seller: CITY OF NEWBURGH

By: _____

Todd Venning, City Manager
Per Resolution No.: _____-2022

Developer: NEW 120 GRAND STREET, LLC

By: _____

(Name)

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

On the _____ day of _____ in the year 2022 before me, the undersigned, a Notary Public in and for said State, personally appeared TODD VENNING, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted; executed the instrument.

Notary Public

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

On the _____ day of _____ in the year 2022 before me, the undersigned, a Notary Public in and for said State, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in her capacity, and that by her signature on the instrument, the individual, or the person upon behalf of which the individual acted; executed the instrument.

Notary Public

SCHEDULE "A"
DESCRIPTION OF THE PROPERTY

ALL THAT TRACT OR PARCEL OF LAND, with buildings and improvements thereon erected, situate, lying and being in the City of Newburgh, County of Orange and State of New York, known as 120 Grand Street, being more accurately described as Section 24, Block 2, Lot 17 on the Official Tax Map of The City of Newburgh, further described as follows:

Being the same premises conveyed in a deed from John J. Aber, in his capacity as Director of Finance and Enforcing Officer of the City of Newburgh, to the City of Newburgh, dated March 14, 2016 and recorded March 15, 2016 in the Orange County Clerk's Office in Book 14023, Page 757.

DRAFT

SCHEDULE "B"
PERMITTED ENCUMBRANCES

1. Any and all easements for utilities, both public and private, sewers, water lines, streets, and rights-of-way are of record;
2. Such easements, covenants, reservations, encumbrances or restrictions as are of record;
3. All provisions of any zoning and subdivision laws and regulations, and landmark, historic or wetlands designation, and any and all other provisions of municipal ordinances, regulations or public laws;
4. Real estate taxes and assessments that are a lien but not yet due and payable;
5. Any state of facts a survey or personal inspection of the premises would disclose;
6. The rights of reverter described in Section 11.04 of this Agreement.

SCHEDULE "C"
PROJECT AND DEVELOPMENT DEADLINES

1. Within sixty (60) days of the execution of this Agreement, the Developer shall submit a Request for Informational application to the City of Newburgh for the Project that described the development proposal in accordance with this Agreement.
2. Closing Deadline: Fourteen (14) months from the date of this Agreement. By the Closing Deadline, Developer shall have applied for and received from the City of Newburgh all Approvals and Permits from the all Government Authorities with jurisdiction and power of approval over the Property required to construct the Project.
 - a. Developer may make a written request to the City Manager for an extension of the fourteen (14) month Closing Deadline period. Such request shall be accompanied by a non-refundable fee of \$250.00, payable to the "City of Newburgh." The City Manager may, in his sole discretion and for good cause shown, grant one extension of time to close up to, but not to exceed, four (4) months, as measured from the end of the original Closing Deadline.
3. Completion Deadline: Compliance with the City's Right of Reverter in accordance with Section 11.04 of this Agreement.

SCHEDULE "D"
SAMPLE DEED WITH RIGHT OF REVERTER RESTRICTIONS

THIS INDENTURE, made the _____ day of _____, in
the year two thousand nineteen

BETWEEN:

THE CITY OF NEWBURGH, a municipal corporation organized under the laws of the
State of New York and having its principal office at City Hall, 83 Broadway, Newburgh, New York
12550, party of the first part, and

_____, a domestic limited liability company having an address of
_____, party of the second part.

WITNESSETH, that the party of the first part, in consideration of
_____ and 00/100 dollars (\$XXXXXX.00) paid by the party of the second part,
does hereby remise, release and quitclaim unto the party of the second part, the heirs or successors
and assigns of the party of the second part forever,

ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon
erected, situate, lying and being in the State of New York, County of Orange and City of Newburgh,
known as 120 Grand Street, in the City of Newburgh and being more accurately described as SBL
24-2-17 on the Official Tax Map of The City of Newburgh.

SUBJECT TO all easements, covenants and restrictions of record, except as hereinafter
stated.

SUBJECT TO all easements, covenants and restrictions of record and not of record existing
in favor of The City of Newburgh prior to the vesting of title to the described premises in The City
of Newburgh.

BEING the same premises as indicated in a deed from _____,
Director of Finance and Enforcing Officer of the City of Newburgh, to the City of Newburgh, dated
_____, and recorded in the Orange County Clerk's Office on
_____, in Liber _____ of Deeds at Page _____.

TOGETHER with the appurtenances and all the estate and rights of the party of the first
part in and to such premises; TO HAVE AND TO HOLD the premises herein granted unto the
party of the second part forever.

The party of the second part expressly covenants and agrees that:

(1) within twenty-four (24) months after the date of this deed, the party of the second part shall bring the property conveyed herein into complete compliance with all State, County and City building, housing, plumbing, electrical, fire prevention, life safety and health statutes, codes, rules and regulations and shall obtain, within such time period, a Certificate of Occupancy for all buildings and structures located on the property. If a Certificate of Occupancy has been issued for any building or structure on such property, prior to the date of this deed, the party of the second part shall, within eighteen months after the date of this deed, either make such building or structure fit for the use set forth in such Certificate of Occupancy or shall obtain a new Certificate of Occupancy for another use or shall demolish such building or structure;

(2) at or prior to the end of twenty-four (24) months after the date of delivery of this deed, the party of the second part shall schedule with the Building Inspector of the City of Newburgh an inspection of the property described in this deed to determine compliance with the covenant set forth in paragraph (1) above. If the property is found to be in compliance with such covenant, a Certificate of Occupancy or Compliance shall be issued by the Building Inspector;

(3) prior to the issuance of a Certificate of Occupancy or Compliance, as provided in the covenant set forth in paragraph (2) above, the party of the second part shall not sell, convey, assign or lease the property described in this deed or any part thereof, except to the party of the first part as provided in paragraph (4) below;

(4) at the end of twenty-four (24) months after the delivery of this deed, if it is determined that the covenants contained in paragraphs (1) and (2) above have not been complied with, the party of the second part shall, within ten (10) business days from the service of a notice pursuant to Section 612 of the Real Property Actions and Proceedings Law of the State of New York, reconvey good and marketable title to the property described in this deed to the party of the first part;

(5) if, at any time after delivery of this deed, it is determined that the covenant contained in paragraph (3) above has not been complied with, the party of the second part and his grantee, assign, or successor in interest shall, within ten (10) business days from the service of a notice pursuant to Section 612 of the Real Property Actions and Proceedings Law of the State of New York, reconvey good and marketable title to the property described in this deed to the party of the first part.

The covenants set forth in the preceding paragraphs shall constitute covenants running with the land and shall without regard to technical classification or designation, legal or otherwise, be to the fullest extent binding for the benefit of, in favor of and enforceable by the party of the first part, its successors and assigns against the party of the second part, his successors and assigns and every successor in interest to the property described in this deed or any part thereof or any interest therein, and any party in possession or occupancy of the property described in this deed or any part thereof.

In the event that subsequent to the conveyance of the property described in this deed the party of the second part shall default in or violate any of its obligations contained in the covenants

set forth in this deed, the party of the first part shall have the right to re-enter and take possession of the property described in this deed and to terminate the estate conveyed by this deed to the party of the second part, it being the intent of this provision that the conveyance to the party of the second part shall be made upon a condition subsequent to the effect that in the event of any default, failure, violation or other action or inaction by the party of the second part contrary to the obligations specified in the covenants contained in this deed, the party of the first part, may at its option, declare a termination in favor of the party of the first part, of the title and of all rights and interests in and to the property conveyed by this deed to the party of the second part and any assigns or successors in interest to or in the property, shall revert to the party of the first part.

IN WITNESS WHEREOF, the parties have executed this deed the day and year first above written.

IN PRESENCE OF:

THE CITY OF NEWBURGH

BY:

Todd Venning, City Manager
Pursuant to Resolution No.: _____-2022

NAME OF ENTITY

BY:

[NAME]

RECORD & RETURN TO:

Name
Address
Address

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

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

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

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

DRAFT

RESOLUTION NO.: 104 - 2022

OF

APRIL 25, 2022

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEWBURGH
URGING THE UNITED STATES CONGRESS TO ENACT
THE NEW YORK-NEW JERSEY WATERSHED PROTECTION ACT
H.R. 4677**

WHEREAS, New York Congressman Paul Tonko has proposed the New York-New Jersey Watershed Protection Act (the "Act"), a unique federal investment program to authorize \$50 million of federal funds to protect and restore all watersheds, including the Hudson River Watershed, that flow into New York-New Jersey Harbor and

WHEREAS, the Act has unanimous support among the Hudson Valley's Congressional delegation; and

WHEREAS, the Act would provide benefits to diverse stakeholders such as the protection of fisheries and wildlife, conservation of natural resources and public and private lands, critical urban greenspaces, ocean and coastal resources, and various opportunities to improve the quality of life for community members throughout the region; and

WHEREAS, the City of Newburgh, New York is part of the most densely populated and economically important regions in the country, the proposed New York-New Jersey Watershed Act will provide enormous economic and environmental benefits locally, regionally and nationally; and

WHEREAS, watersheds provide drinking water, tourism and outdoor recreation, economic opportunities, as well as sustain fisheries, critical wildlife and provide vital infrastructure from flooding and rising sea levels; and

WHEREAS, the Act would provide matching funds to achieve the goals of New York State Department of Environmental Conservation's Hudson River Estuary Program, a state program that has greatly benefitted Hudson Valley communities; and,

WHEREAS, the Act would fund shoreline management and restoration within the watersheds; and

WHEREAS, as an elected body tasked with protection and safeguarding irreplaceable water-connected resources and nature-based flood hazard mitigation measures that are essential to protect human life and infrastructure; and

WHEREAS, this Act would direct the Secretary of the Interior to enhance collaboration and coordinate restoration activities at all levels of government to protect fish and wildlife habitats, endangered species, improve water quality, increase public access to the estuary, mitigate flood risks, and develop public outreach and educational activities; and

WHEREAS, many residents of the region of the New York-New Jersey Watershed live in communities lacking environmental justice, where access to and enjoyment of fish, wildlife, clean water, and other natural resources have been impaired or compromised, federal funding is necessary to mitigate these long overdue environmental and social issues; and

WHEREAS, the City of Newburgh would benefit from the Act because it would establish beneficial programs and award grants to help fund valuable restoration projects in our local community; and

WHEREAS, the Hudson River Watershed and the Hudson River Estuary is a cornerstone in which its residents depend on and the region relies on for its resources to provide prosperity throughout the State, and therefore, the City of Newburgh must uphold its duty to protect the community's access to drinking water and natural resources; and

WHEREAS, the City of Newburgh has an opportunity to be a social and environmental leader of the state and by supporting the New York-New Jersey Watershed Protection Act may lead by example and facilitate much needed change;

NOW THEREFORE, BE IT RESOLVED, that the City Council of the City of Newburgh supports the passing of the New York-New Jersey Watershed Protection Act; and

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

(MUNICIPALITY) COUNCIL

Resolution No. XXX of 2022

RESOLUTION REGARDING NY-NJ Watershed Protection Act: H.R. 4677

WHEREAS, New York Congressman Tonko has proposed the NY-NJ Watershed Protection Act, a unique federal investment program to authorize \$50 million of federal funds to protect and restore all watersheds, including the Hudson River Watershed, that flow into New York-New Jersey Harbor and

WHEREAS, The Act has unanimous support among the Hudson Valley's Congressional delegation; and,

WHEREAS, the Act would provide benefits to diverse stakeholders such as the protection of fisheries and wildlife, conservation of natural resources and public and private lands, critical urban greenspaces, ocean and coastal resources, and various opportunities to improve the quality of life for community members throughout the region; and

WHEREAS, County/City/Town/Village is part of the most densely populated and economically important regions in the country, the proposed NY-NJ Watershed Act will provide enormous economic and environmental benefits locally, regionally and nationally; and

WHEREAS, watersheds provide drinking water, tourism and outdoor recreation, economic opportunities, as well as sustain fisheries, critical wildlife and provide vital infrastructure from flooding and rising sea levels; and

WHEREAS, the Act would provide matching funds to achieve the goals of New York State Department of Environmental Conservation's Hudson River Estuary Program, a state program that has greatly benefitted Hudson Valley communities; and,

WHEREAS, the Act would fund shoreline management and restoration within the watersheds,

WHEREAS, as an elected body tasked with protection and safeguarding irreplaceable water-connected resources and nature-based flood hazard mitigation measures that are essential to protect human life and infrastructure; and

WHEREAS, this Act would direct the Secretary of the Interior to enhance collaboration and coordinate restoration activities at all levels of government to protect fish and wildlife habitats, endangered species, improve water quality, increase public access to the estuary, mitigate flood risks, and develop public outreach and educational activities; and

WHEREAS, many residents of the region of the NY-NJ Watershed live in communities lacking environmental justice, where access to and enjoyment of fish, wildlife, clean water, and other natural resources have been impaired or compromised, federal funding is necessary to mitigate these long overdue environmental and social issues; and

WHEREAS, BLANK would benefit from the Act as it would establish beneficial programs and award grants to help fund valuable restoration projects in our local community; and

WHEREAS, BLANK is a cornerstone in which its residents depend on and the region relies on for its resources to provide prosperity throughout the state, therefore, BLANK must uphold its duty to protect the community's access to drinking water and natural resources; and

WHEREAS, BLANK has an opportunity to be a social and environmental leader of the state, by supporting the NY-NJ Watershed Protection Act, we may lead by example and facilitate much needed change; and

NOW THEREFORE, BE IT RESOLVED, that the City Council/Town Board of the Municipality, supports the passing of the NY-NJ Watershed Protection Act.

CONGRESS.GOV

H.R.4677 - New York-New Jersey Watershed Protection Act

117th Congress (2021-2022) | [Get alerts](#)

Sponsor: [Rep. Tonko, Paul \[D-NY-20\]](#) (Introduced 07/22/2021)
Committees: House - Natural Resources
Committee Meetings: [02/16/22 10:00AM](#)
Latest Action: House - 02/16/2022 Ordered to be Reported (Amended) by the Yeas and Nays: 24 - 18. ([All Actions](#))
Tracker: 

Introduced > **Passed House** > **Passed Senate** > **To President** > **Became Law**

[Summary\(1\)](#) [Text\(1\)](#) [Actions\(7\)](#) [Titles\(2\)](#) [Amendments\(0\)](#) [Cosponsors\(28\)](#) [Committees\(1\)](#) [Related Bills\(1\)](#)

There is one summary for H.R.4677. [Bill summaries](#) are authored by [CRS](#).

Shown Here:

Introduced in House (07/22/2021)

New York-New Jersey Watershed Protection Act

This bill requires the U.S. Fish and Wildlife Service to establish the New York-New Jersey Watershed Restoration Program, a nonregulatory program, to coordinate restoration and protection activities among government entities and conservation partners throughout the watershed. The bill also establishes the New York-New Jersey Watershed Restoration Grant Program, a voluntary grant and technical assistance program, to provide competitive matching grants to certain entities to implement restoration and protection activities for the watershed.

RESOLUTION NO.: 105 - 2022

OF

APRIL 25, 2022

**A RESOLUTION REQUESTING THE STATE LEGISLATURE
TO ENACT SENATE BILL S8390 AND ASSEMBLY BILL A9625
AUTHORIZING THE CITY OF NEWBURGH
TO IMPOSE A HOTEL AND MOTEL TAX**

BE IT RESOLVED, by the Council of the City of Newburgh, New York that this Council does hereby make a Home Rule Request pursuant to the Municipal Home Rule Law of the State of New York that the Senate and Assembly of New York enact Senate Bill S8390 and Assembly Bill A9625, a copy of which is annexed hereto, to amend the tax law by adding a new section 1202-hh to authorize the City of Newburgh to impose a hotel and motel tax; the same as being in the best interests of the City of Newburgh.

STATE OF NEW YORK

8390

IN SENATE

February 22, 2022

Introduced by Sen. SKOUFIS -- read twice and ordered printed, and when printed to be committed to the Committee on Investigations and Government Operations

AN ACT to amend the tax law, in relation to authorizing the city of Newburgh to impose a hotel and motel tax; and providing for the repeal of such provisions upon expiration thereof

The People of the State of New York, represented in Senate and Assembly, do enact as follows:

1 Section 1. The tax law is amended by adding a new section 1202-hh to
2 read as follows:

3 § 1202-hh. Hotel or motel taxes in the city of Newburgh. (1) Notwith-
4 standing any other provisions of law to the contrary, the city of
5 Newburgh, in the county of Orange, is hereby authorized and empowered to
6 adopt and amend local laws imposing in such city a tax, in addition to
7 any other tax authorized and imposed pursuant to this article such as
8 the legislature has or would have the power and authority to impose upon
9 persons occupying hotel or motel rooms in such city. For the purposes of
10 this section, the term "hotel" or "motel" shall mean and include any
11 facility consisting of rentable units and providing lodging on an over-
12 night basis and shall include those facilities designated and commonly
13 known as "bed and breakfast" and "tourist" facilities. The rates of such
14 tax shall not exceed five percent of the per diem rental rate for each
15 room, provided however, that such tax shall not be applicable to a
16 permanent resident of a hotel or motel. For the purposes of this section
17 the term "permanent resident" shall mean a person occupying any room or
18 rooms in a hotel or motel for at least ninety consecutive days.

19 (2) Such tax may be collected and administered by the chief fiscal
20 officer of the city of Newburgh by such means and in such manner as
21 other taxes which are now collected and administered by such officer or
22 as otherwise may be provided by such local law.

23 (3) Such local laws may provide that any tax imposed shall be paid by
24 the person liable therefor to the owner of the hotel or motel room occu-
25 pied or to the person entitled to be paid the rent or charge for the
26 hotel or motel room occupied for and on account of the city of Newburgh

EXPLANATION--Matter in italics (underscored) is new; matter in brackets
[] is old law to be omitted.

LBD14792-01-2



PRINTED ON RECYCLED PAPER

1 imposing the tax and that such owner or person entitled to be paid the
2 rent or charge shall be liable for the collection and payment of the
3 tax; and that such owner or person entitled to be paid the rent or
4 charge shall have the same right in respect to collecting the tax from
5 the person occupying the hotel or motel room, or in respect to nonpay-
6 ment of the tax by the person occupying the hotel or motel room, as if
7 the tax were a part of the rent or charge and payable at the same time
8 as the rent or charge; provided, however, that the chief fiscal officer
9 of the city, specified in such local law, shall be joined as a party in
10 any action or proceeding brought to collect the tax by the owner or by
11 the person entitled to be paid the rent or charge.

12 (4) Such local laws may provide for the filing of returns and the
13 payment of the tax on a monthly basis or on the basis of any longer or
14 shorter period of time.

15 (5) This section shall not authorize the imposition of such tax upon
16 any transaction, by or with any of the following in accordance with
17 section twelve hundred thirty of this article:

18 a. The state of New York, or any public corporation (including a
19 public corporation created pursuant to agreement or compact with another
20 state or the Dominion of Canada), improvement district or other poli-
21 tical subdivision of the state;

22 b. The United States of America, insofar as it is immune from taxa-
23 tion;

24 c. Any corporation or association, or trust, or community chest, fund
25 or foundation organized and operated exclusively for religious, charita-
26 ble or educational purposes, or for the prevention of cruelty to chil-
27 dren or animals, and no part of the net earnings of which inures to the
28 benefit of any private shareholder or individual and no substantial part
29 of the activities of which is carrying on propaganda, or otherwise
30 attempting to influence legislation; provided, however, that nothing in
31 this paragraph shall include an organization operated for the primary
32 purpose of carrying on a trade or business for profit, whether or not
33 all of its profits are payable to one or more organizations described in
34 this paragraph.

35 (6) Any final determination of the amount of any tax payable hereunder
36 shall be reviewable for error, illegality or unconstitutionality or any
37 other reason whatsoever by a proceeding under article seventy-eight of
38 the civil practice law and rules if application therefor is made to the
39 supreme court within thirty days after the giving of the notice of such
40 final determination, provided, however, that any such proceeding under
41 article seventy-eight of the civil practice law and rules shall not be
42 instituted unless:

43 a. The amount of any tax sought to be reviewed, with such interest and
44 penalties thereon as may be provided for by local law shall be first
45 deposited and there is filed an undertaking, issued by a surety company
46 authorized to transact business in this state and approved by the super-
47 intendent of financial services of this state as to solvency and respon-
48 sibility, in such amount as a justice of the supreme court shall approve
49 to the effect that if such proceeding be dismissed or the tax confirmed
50 the petitioner will pay all costs and charges which may accrue in the
51 prosecution of such proceeding; or

52 b. At the option of the petitioner such undertaking may be in a sum
53 sufficient to cover the taxes, interests and penalties stated in such
54 determination plus the costs and charges which may accrue against it in
55 the prosecution of the proceeding, in which event the petitioner shall



1 not be required to pay such taxes, interest or penalties as a condition
2 precedent to the application.

3 (7) Where any tax imposed hereunder shall have been erroneously, ille-
4 gally or unconstitutionally collected and application for the refund
5 thereof duly made to the proper fiscal officer or officers, and such
6 officer or officers shall have made a determination denying such refund,
7 such determination shall be reviewable by a proceeding under article
8 seventy-eight of the civil practice law and rules, provided, however,
9 that such proceeding is instituted within thirty days after the giving
10 of the notice of such denial, that a final determination of tax due was
11 not previously made, and that an undertaking is filed with the proper
12 fiscal officer or officers in such amount and with such sureties as a
13 justice of the supreme court shall approve to the effect that if such
14 proceeding be dismissed or the tax confirmed, the petitioner will pay
15 all costs and charges which may accrue in the prosecution of such
16 proceeding.

17 (8) Except in the case of a wilfully false or fraudulent return with
18 intent to evade the tax, no assessment of additional tax shall be made
19 after the expiration of more than three years from the date of the
20 filing of a return, provided, however, that where no return has been
21 filed as provided by law the tax may be assessed at any time.

22 (9) All revenues resulting from the imposition of the tax under the
23 local laws shall be paid into the treasury of the city of Newburgh and
24 shall be credited to and deposited in the general fund of the city. Such
25 revenues may be used for any lawful purpose.

26 (10) If any provision of this section or the application thereof to
27 any person or circumstance shall be held invalid, the remainder of this
28 section and the application of such provision to other persons or
29 circumstances shall not be affected thereby.

30 § 2. This act shall take effect immediately and shall expire and be
31 deemed repealed 3 years after such date.



STATE OF NEW YORK

9625

IN ASSEMBLY

March 28, 2022

Introduced by M. of A. JACOBSON -- read once and referred to the Committee on Ways and Means

AN ACT to amend the tax law, in relation to authorizing the city of Newburgh to impose a hotel and motel tax; and providing for the repeal of such provisions upon expiration thereof

The People of the State of New York, represented in Senate and Assembly, do enact as follows:

1 Section 1. The tax law is amended by adding a new section 1202-hh to
2 read as follows:

3 § 1202-hh. Hotel or motel taxes in the city of Newburgh. (1) Notwith-
4 standing any other provisions of law to the contrary, the city of
5 Newburgh, in the county of Orange, is hereby authorized and empowered to
6 adopt and amend local laws imposing in such city a tax, in addition to
7 any other tax authorized and imposed pursuant to this article such as
8 the legislature has or would have the power and authority to impose upon
9 persons occupying hotel or motel rooms in such city. For the purposes of
10 this section, the term "hotel" or "motel" shall mean and include any
11 facility consisting of rentable units and providing lodging on an over-
12 night basis and shall include those facilities designated and commonly
13 known as "bed and breakfast" and "tourist" facilities. The rates of such
14 tax shall not exceed five percent of the per diem rental rate for each
15 room, provided however, that such tax shall not be applicable to a
16 permanent resident of a hotel or motel. For the purposes of this section
17 the term "permanent resident" shall mean a person occupying any room or
18 rooms in a hotel or motel for at least ninety consecutive days.

19 (2) Such tax may be collected and administered by the chief fiscal
20 officer of the city of Newburgh by such means and in such manner as
21 other taxes which are now collected and administered by such officer or
22 as otherwise may be provided by such local law.

23 (3) Such local laws may provide that any tax imposed shall be paid by
24 the person liable therefor to the owner of the hotel or motel room occu-
25 pied or to the person entitled to be paid the rent or charge for the
26 hotel or motel room occupied for and on account of the city of Newburgh
27 imposing the tax and that such owner or person entitled to be paid the

EXPLANATION--Matter in italics (underscored) is new; matter in brackets
[] is old law to be omitted.

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1 rent or charge shall be liable for the collection and payment of the
2 tax; and that such owner or person entitled to be paid the rent or
3 charge shall have the same right in respect to collecting the tax from
4 the person occupying the hotel or motel room, or in respect to nonpay-
5 ment of the tax by the person occupying the hotel or motel room, as if
6 the tax were a part of the rent or charge and payable at the same time
7 as the rent or charge; provided, however, that the chief fiscal officer
8 of the city, specified in such local law, shall be joined as a party in
9 any action or proceeding brought to collect the tax by the owner or by
10 the person entitled to be paid the rent or charge.

11 (4) Such local laws may provide for the filing of returns and the
12 payment of the tax on a monthly basis or on the basis of any longer or
13 shorter period of time.

14 (5) This section shall not authorize the imposition of such tax upon
15 any transaction, by or with any of the following in accordance with
16 section twelve hundred thirty of this article:

17 a. The state of New York, or any public corporation (including a
18 public corporation created pursuant to agreement or compact with another
19 state or the Dominion of Canada), improvement district or other poli-
20 tical subdivision of the state;

21 b. The United States of America, insofar as it is immune from taxa-
22 tion;

23 c. Any corporation or association, or trust, or community chest, fund
24 or foundation organized and operated exclusively for religious, charita-
25 ble or educational purposes, or for the prevention of cruelty to chil-
26 dren or animals, and no part of the net earnings of which inures to the
27 benefit of any private shareholder or individual and no substantial part
28 of the activities of which is carrying on propaganda, or otherwise
29 attempting to influence legislation; provided, however, that nothing in
30 this paragraph shall include an organization operated for the primary
31 purpose of carrying on a trade or business for profit, whether or not
32 all of its profits are payable to one or more organizations described in
33 this paragraph.

34 (6) Any final determination of the amount of any tax payable hereunder
35 shall be reviewable for error, illegality or unconstitutionality or any
36 other reason whatsoever by a proceeding under article seventy-eight of
37 the civil practice law and rules if application therefor is made to the
38 supreme court within thirty days after the giving of the notice of such
39 final determination, provided, however, that any such proceeding under
40 article seventy-eight of the civil practice law and rules shall not be
41 instituted unless:

42 a. The amount of any tax sought to be reviewed, with such interest and
43 penalties thereon as may be provided for by local law shall be first
44 deposited and there is filed an undertaking, issued by a surety company
45 authorized to transact business in this state and approved by the super-
46 intendent of financial services of this state as to solvency and respon-
47 sibility, in such amount as a justice of the supreme court shall approve
48 to the effect that if such proceeding be dismissed or the tax confirmed
49 the petitioner will pay all costs and charges which may accrue in the
50 prosecution of such proceeding; or

51 b. At the option of the petitioner such undertaking may be in a sum
52 sufficient to cover the taxes, interests and penalties stated in such
53 determination plus the costs and charges which may accrue against it in
54 the prosecution of the proceeding, in which event the petitioner shall
55 not be required to pay such taxes, interest or penalties as a condition
56 precedent to the application.



1 (7) Where any tax imposed hereunder shall have been erroneously, ille-
2 gally or unconstitutionally collected and application for the refund
3 thereof duly made to the proper fiscal officer or officers, and such
4 officer or officers shall have made a determination denying such refund,
5 such determination shall be reviewable by a proceeding under article
6 seventy-eight of the civil practice law and rules, provided, however,
7 that such proceeding is instituted within thirty days after the giving
8 of the notice of such denial, that a final determination of tax due was
9 not previously made, and that an undertaking is filed with the proper
10 fiscal officer or officers in such amount and with such sureties as a
11 justice of the supreme court shall approve to the effect that if such
12 proceeding be dismissed or the tax confirmed, the petitioner will pay
13 all costs and charges which may accrue in the prosecution of such
14 proceeding.

15 (8) Except in the case of a wilfully false or fraudulent return with
16 intent to evade the tax, no assessment of additional tax shall be made
17 after the expiration of more than three years from the date of the
18 filing of a return, provided, however, that where no return has been
19 filed as provided by law the tax may be assessed at any time.

20 (9) All revenues resulting from the imposition of the tax under the
21 local laws shall be paid into the treasury of the city of Newburgh and
22 shall be credited to and deposited in the general fund of the city. Such
23 revenues may be used for any lawful purpose.

24 (10) If any provision of this section or the application thereof to
25 any person or circumstance shall be held invalid, the remainder of this
26 section and the application of such provision to other persons or
27 circumstances shall not be affected thereby.

28 § 2. This act shall take effect immediately and shall expire and be
29 deemed repealed 3 years after such date.



RESOLUTION NO.: 106 - 2022

OF

APRIL 25, 2022

A RESOLUTION REQUESTING THE STATE LEGISLATURE
TO ENACT SENATE BILL S8587 AND ASSEMBLY BILL A9650A
AUTHORIZING THE CITY OF NEWBURGH
TO ESTABLISH AN ADMINISTRATIVE ADJUDICATION PROCEDURE
FOR CODE AND ORDINANCE VIOLATIONS

BE IT RESOLVED, by the Council of the City of Newburgh, New York that this Council does hereby make a Home Rule Request pursuant to the Municipal Home Rule Law of the State of New York that the Senate and Assembly of New York enact Senate Bill S8587 and Assembly Bill A9650A, a copy of which is annexed hereto, to amend the section 380 of the general municipal law by adding new subdivision 6 to authorize the establishment of an administrative adjudication hearing procedure for code and ordinance violations for the City of Newburgh; the same as being in the best interests of the City of Newburgh.

STATE OF NEW YORK

8587

IN SENATE

March 17, 2022

Introduced by Sen. SKOUFIS -- read twice and ordered printed, and when printed to be committed to the Committee on Local Government

AN ACT to amend the general municipal law, in relation to establishing an administrative adjudication hearing procedure for code and ordinance violations for the city of Newburgh

The People of the State of New York, represented in Senate and Assembly, do enact as follows:

- 1 Section 1. Section 380 of the general municipal law is amended by
2 adding a new subdivision 6 to read as follows:
3 6. The city of Newburgh may adopt a local law establishing an adminis-
4 trative adjudication hearing procedure under the provisions of this
5 article for all code and ordinance violations relating to conditions
6 which constitute a threat or danger to the public health, safety or
7 welfare, provided, however, that such administrative adjudication hear-
8 ing procedure shall not apply to violations of the building code of the
9 city of Newburgh.
10 § 2. This act shall take effect immediately.

EXPLANATION--Matter in italics (underscored) is new; matter in brackets [] is old law to be omitted.

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STATE OF NEW YORK

9650--A

IN ASSEMBLY

March 28, 2022

Introduced by M. of A. JACOBSON -- read once and referred to the Committee on Cities -- committee discharged, bill amended, ordered reprinted as amended and recommitted to said committee

AN ACT to amend the general municipal law, in relation to establishing an administrative adjudication hearing procedure for code and ordinance violations for the city of Newburgh

The People of the State of New York, represented in Senate and Assembly, do enact as follows:

- 1 Section 1. Section 380 of the general municipal law is amended by
2 adding a new subdivision 6 to read as follows:
3 6. The city of Newburgh may adopt a local law establishing an adminis-
4 trative adjudication hearing procedure under the provisions of this
5 article for all code and ordinance violations relating to conditions
6 which constitute a threat or danger to the public health, safety or
7 welfare, provided, however, that such administrative adjudication hear-
8 ing procedure shall not apply to violations of the building code of the
9 city of Newburgh.
10 § 2. This act shall take effect immediately.

EXPLANATION--Matter in italics (underscored) is new; matter in brackets [] is old law to be omitted.

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