



CITY OF NEWBURGH
COUNCIL MEETING AGENDA
SESION GENERAL DEL CONSEJAL

January 23, 2023
7:00 PM

Mayor/Alcaldesa

Moment of Silence / Momento de Silencio

Pledge of Allegiance / Juramento a la Alianza

City Clerk:/Secretaria de la Ciudad

Roll Call / Lista de Asistencia

Communications/Comunicaciones

Presentations/Presentaciones

Public Hearing - Local Law enacting Hotel Room Occupancy Tax

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

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

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

Resolution No. 9 - 2023 - Award of RFP No. 23.22 Building Cleaning Services - 300
Broadway, 55 Broadway, and 123 Grand Street

Resolution No. 10 - 2023 - Purchase of 221 Third Street and 229 Third Street

Resolution No. 11 - 2023 - 285 Broadway - Satisfaction of Mortgage

Resolution No. 12 - 2023 - 179 Renwick Street - Release of Restrictive Covenants

Resolution No. 13 - 2023 - 181 Renwick Street - Release of Restrictive Covenants

Resolution No. 14 - 2023 - Orange County Sales Tax Sharing Agreement Extension

Resolution No. 15 - 2023 - Canine Brix Retirement

Resolution No. 16 - 2023 - Resolution to Approve a Consent Judgement with Martin K.
Kolt and Ethan J. Kolt

Old Business: / Asuntos Pendientes

New Business: / Nuevos Negocios

Final Comments from the City Council / Comentarios Finales del Ayuntamiento

Adjournment/ Aplazamiento:

RESOLUTION NO.: 7 - 2023

OF

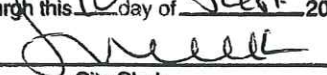
JANUARY 9, 2023

RESOLUTION SCHEDULING A PUBLIC HEARING FOR JANUARY 23, 2023
TO HEAR PUBLIC COMMENT CONCERNING A LOCAL LAW ADDING
ARTICLE XIII, ENTITLED "HOTEL ROOM OCCUPANCY TAX"
TO CHAPTER 270 ENTITLED "TAXATION" OF THE CITY CODE
OF THE CITY OF NEWBURGH

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that there is hereby scheduled a public hearing to receive comments concerning "A Local Law adding Article XIII, entitled 'Hotel Room Occupancy Tax' to Chapter 270 entitled 'Taxation' of the Code of Ordinances of the City of Newburgh"; and that such public hearing be and hereby is duly set for the next regular meeting of the Council to be held at 7:00 p.m. on the 23rd day of January, 2023 in the Activity Center, 401 Washington Street, Newburgh, New York.

I, Lorene Vitek, City Clerk of the City of Newburgh,
hereby certify that I have compared the foregoing with the
original resolution adopted by the Council of the City of
Newburgh at a regular meeting held Jan 9, 2023
and that it is a true and correct copy of such original.

Witness my hand and seal of the City of
Newburgh this 10 day of Sept 2023



City Clerk

LOCAL LAW NO.: _____ - 2023

OF

_____, 2023

**A LOCAL LAW ADDING ARTICLE XIII,
ENTITLED “HOTEL ROOM OCCUPANCY TAX”
TO CHAPTER 270 ENTITLED “TAXATION” OF THE CITY CODE
OF THE CITY OF NEWBURGH**

BE IT ENACTED, by the Council of the City of Newburgh, New York that

SECTION 1 - TITLE

This Local Law shall be referred to as “A Local Law adding Article XIII, entitled ‘Hotel Room Occupancy Tax’ to Chapter 270 entitled ‘Taxation’ of the Code of Ordinances of the City of Newburgh”.

SECTION 2 - AMENDMENT

The Code of Ordinances of the City of Newburgh is hereby amended to add new Article XIII entitled “Hotel Room Occupancy Tax” to Chapter 270 entitled “Taxation” of the Code of Ordinances of the City of Newburgh to read as follows:

Chapter 270 Taxation

Article XIII. Taxation of Hotel Room Occupancy

§ 270-78. Title

This Article shall be known as the “City of Newburgh Hotel Room Occupancy Tax Law.”

§ 270-79. Definitions.

For the purpose of this article, the following terms shall have the meanings indicated:

COMPTROLLER – The Comptroller of the City of Newburgh.

DIRECTOR OF FINANCE – The Director of Finance of the City of Newburgh.

EFFECTIVE DATE – The date on which the local law enacting this article is filed with the Secretary of State.

HOSTING COMPANY – An internet, application, technology, and/or similarly based service through which a third party desiring to offer lodging (a “host”) and a third party desiring to book lodging (a “guest”) for one or more nights have the opportunity to communicate, negotiate, and consummate a booking transaction for transient lodging accommodations pursuant to a direct agreement between a host and guest to which the hosting company is not a party but still facilitates and is entitled to receive payments for rent on behalf of or for the host. Merely publishing an advertisement for transient accommodations does not make the publisher a hosting company.

HOTEL or MOTEL – Any facility, or portion thereof, consisting of rentable units and providing lodging of guests on an overnight basis. For the purposes of this article, the term “hotel” shall mean and include any facility providing lodging on an overnight basis including those facilities designated and commonly known as “bed-and-breakfast” and “tourist” facilities, and shall include but not be limited to hotels, motels, tourist homes, motel courts, bed-and-breakfast establishments, short-term rentals, vacation rentals, clubs or similar facilities, whether or not meals are served to guests or residents thereof, and/or a location that is otherwise made available for transient lodging accommodation for rent directly by the owner or through an agent, operator or hosting companies.

OCCUPANCY – The use or possession, or the right to the use or possession, of any room in a hotel.

OCCUPANT – A natural person who, for a consideration, uses, possesses or has the right to use or possess any room in a hotel under any lease, concession, permit, right of access, license to use or other agreement or otherwise.

OPERATOR – Any person operating a hotel or motel in the City of Newburgh, including, but not limited to, an owner or proprietor of such premises, lessee, sublessee, mortgagee in possession, licensee or any other person otherwise operating such hotel or motel and entitled to be paid the rent. Such term shall also include a hosting company and a room remarketer and such hosting company or room remarketer shall be deemed to operate a hotel, motel or tourist home, or portion thereof, with respect to which such person has the rights of a hosting company or room remarketer.

PERMANENT RESIDENT – Any natural person occupying any room or rooms in a hotel for at least 90 consecutive days shall be considered a permanent resident with regard to the period of such occupancy.

PERSON – An individual, partnership, society, association, joint-stock company, corporation, estate, receiver, trustee, assignee, referee or any other person acting in a fiduciary or representative capacity, whether appointed by a court or otherwise, or any combination of the foregoing.

RENT – The per diem rental rate or charge received for occupancy of each room, valued in money, whether received in money or otherwise, for the occupancy of a room in a hotel for any period of time.

RETURN – Any return filed or required to be filed as herein provided.

ROOM – Any room or rooms of any kind in any part or portion of a hotel, which is available for or let out for any purpose other than a place of assembly.

ROOM REMARKETER – A person who reserves, arranges for, conveys, or furnishes occupancy, whether directly or indirectly, to an occupant for rent in an amount determined by the room remarketer, directly or indirectly, whether pursuant to a written or other agreement. Such person's ability or authority to reserve, arrange for, convey, or furnish occupancy directly or indirectly, and to determine rent therefore, shall be the “rights of a room remarketer”. A room remarketer is not a permanent resident with respect to a room for which such person has the rights of a room remarketer.

§ 270-80. Imposition of tax.

On or after the effective date of this article, there is hereby imposed and there shall be paid a tax of 5% upon the rent for every occupancy of a room or rooms in a hotel or motel in the City of Newburgh, except that the tax shall not be imposed upon a permanent resident, or as otherwise provided herein.

§ 270-81. Transitional provisions.

The tax imposed by this chapter shall be paid upon any occupancy on and after April 1, 2023, although such occupancy is pursuant to a prior contract, lease or other arrangement. However, for any occupancy taking place on or after April 1, 2023, where rent for such occupancy has been pre-paid through a third-party room remarketer or pre-paid in full to the hotel and where such rent is paid prior to the effective date, and for which the hotel has no other direct financial transaction with the occupant, that occupancy shall not be subject to the tax. Where rent is paid on a weekly, monthly or other term basis, the rent shall be subject to the tax imposed by this chapter to the extent that it covers any period on and after the April 1, 2023.

§ 270-82. Exemptions.

Except as otherwise provided in this section, any use or occupancy by any of the following shall not be subject to the tax imposed by this article.

- A. The State of New York, or any public corporation, including any public corporation created pursuant to agreement or compact with another state or the Dominion of Canada, improvement district, or other political subdivision of the state;
- B. The United States of America, insofar as it is immune from taxation;
- C. Any corporation or association, or trust, or community chest, fund or foundation organized and operated exclusively for religious, charitable, or educational purposes, or for the prevention of cruelty to children or animals, and no part of the net earnings of which inures to the benefit of any private shareholder or individual and no substantial part of the activities of which is carrying on propaganda or otherwise attempting to influence legislation; provided, however, that nothing in this subsection shall include an organization operated

for the primary purpose of carrying on a trade or business for profit, whether or not all of its profits are payable to one or more organizations described in this section;

D. A permanent resident of a hotel or motel.

§ 270-83. Territorial limits.

The tax imposed by this article shall apply only within the territorial limits of the City of Newburgh.

§ 270-84. Registration.

- A. Within 10 days after the effective date of this article, or in the case of operators commencing business after such effective date, within three days after such commencement or opening, every operator shall file with the Director of Finance a certificate of registration in a form prescribed by the Director of Finance.
- B. The Director of Finance shall, within five days after such registration, issue without charge to each operator a certificate of authority empowering such operator to collect the tax from the occupant and a duplicate thereof for each additional hotel of such operator. Each certificate or duplicate shall state the hotel to which it is applicable. Such certificate of authority shall be prominently displayed by the operator in such manner that it may be seen and come to the notice of all occupants and persons seeking occupancy. Such certificate shall be non-assignable and nontransferable and shall be surrendered immediately to the Director of Finance upon the cessation of business at the hotel named or upon its sale or transfer.

§ 270-85. Administration and collection.

- A. The tax imposed by this article shall be administered and collected by the Comptroller, such other City employee as the Director of Finance may designate, by such means and in such manner as other taxes which are now collected and administered or as otherwise provided by this article.
- B. The tax to be collected shall be stated and charged separately from the rent and shown separately on any record thereof, at the time when the occupancy is arranged or contracted for and charged for, and upon every evidence of occupancy or any bill or state of charges made for said occupancy issued or delivered by the operator as trustee for and on account of the City, and the operator shall be liable for the collection thereof and for the tax. The operator and any officer of any corporate operator shall be personally liable for the tax collected or required to be collected under this article, and the operator shall have the same right in respect to collecting the tax from the occupant, or in respect to the nonpayment of the tax by the occupant, as if the tax were owing, including all rights of eviction, dispossession, repossession, and enforcement of any innkeeper's lien that he/she may have in the event of nonpayment of the rent by the occupant; provided, however, that the Comptroller or employees or agents duly designated by the Director of Finance shall be joined as a party in any action or proceeding brought by the operator to collect and enforce collection of the tax.

- C. Hosting companies and/or room remarketers shall collect and remit the applicable tax to the City, as the collector, for booking transactions completed through the respective hosting company or room remarketer for hotels located within the City; and the host or operator of the hotel who is not the collector hosting company or room remarketer shall not be responsible for collecting and remitting the tax to the City on any transaction for which it has received confirmation that the hosting company or room remarketer has collected the aforementioned tax and remitted it back to the City; otherwise, operators or hosts of hotels and motels shall be liable for the collection and remittance of the tax. For the sole purposes of tax registration, collection, and remittance under this article, a hosting company or room remarketer shall assume and be limited to the duties of hotel/motel operator for only those booking transactions completed through the respective hosting company or room remarketer.
1. If the hosting company or room remarketer fails to separately state the tax on the rent on a sales slip, invoice, receipt or other statement of the transaction between the hosting company or room remarketer and the occupant or fails to maintain records of all prices of all components of a transaction covered by this Article, the entire consideration shall be treated as rent subject to tax under the Article. Nothing herein shall be construed to subject to tax or exempt from tax any service or property or amusement charge or other items otherwise subject to tax or exempt from tax under any other New York State law. A hosting company's or room remarketer's records of the consideration payable for all components of a transaction covered by this Article are records required to be maintained for purposes of §270-86 of this Article.
 2. In regard to the collection of tax on occupancies by hosting companies and room remarketers, the requirements of this Article shall be deemed satisfied if the hosting company or room remarketer provides the customer and/or occupant a sales slip, invoice, receipt or other statement of the price prior to the customer and/or occupant's completion of occupancy, on which the amount of tax due under this Article is stated. The hosting company or room remarketer must keep a copy of the sales, slip, invoice, receipt or statement as require by §270-86 of this Article, or must keep electronic records that accurately reflect the information on the sales slip, invoice, receipt or statement provided to the customer and/or occupant.
- D. The Comptroller may, whenever he/she deems it necessary for the proper enforcement of this article, provide by regulation that the occupant shall file returns and pay directly to the Comptroller the tax imposed at such times as returns are required to be filed and payment made over by the operator.
- E. Except at to and where the occupant has paid rent in full prior to the effective date, the tax imposed by this article shall be paid upon any occupancy on and after April 1, 2023, although such occupancy is had pursuant to a contract, lease or other arrangement made prior to such date. Where rent is paid or charged or billed or falls due on either a weekly, monthly or other term basis, the rent so paid, charged, billed or falling due shall be subject to the tax herein imposed to the extent that it covers any portion of the period on and after the effective date of this article. Where any tax has been paid hereunder upon any rent which has been ascertained to be worthless, the Comptroller may, by regulation, provide for credit and/or

refund of the amount of such tax upon the application therefor as provided in § 270-91 of this article.

- F. For the purpose of the proper administration of this article and to prevent evasion of the tax hereby imposed, it shall be presumed that all rents are subject to tax until the contrary is established, and the burden of proving that rent for occupancy is not taxable hereunder shall be upon the operator or occupant. Where an occupant claims exemption from the tax under the provisions of Section 270-82 of this article, the rent shall be deemed taxable hereunder unless:
1. The operator shall receive from the occupant claiming such exemption a copy of a New York State sales tax exemption certificate; or
 2. The operator shall receive from the occupant claiming such exemption a certificate duly executed by an exempt corporation or association certifying that the occupant is its agent, representative, or employee, together with a certificate executed by the occupant that the occupancy is paid or to be paid by such exempt corporation or association, and is necessary or required in the course of or in connection with the occupant's duties as a representative of such corporation or association.

§ 270-86. Records.

Every operator shall keep records of every occupancy and of all rent paid, charged or due thereon and of the tax payable thereon, in such form as the Comptroller may by regulation require. Such records shall be available for inspection and examination at any time upon demand by the Comptroller or the Comptroller's duly authorized agent or employee, and shall be preserved for a period of three years, except that the Comptroller may consent to their destruction within that period or may require that they be kept together.

§ 270-87. Returns.

- A. Every operator shall file with the Comptroller a return of occupancy and of rents and of the taxes payable thereon for the three-month periods ending the last day of March, June, September and December on and after the effective date of this article. Such returns shall be filed within 20 days from the expiration of the period covered thereby. The Comptroller may permit or require returns to be made for other periods upon such dates as it may specify. If the Comptroller deems it necessary in order to ensure the payment of the tax imposed by this article, it may require returns to be made for shorter periods than those prescribed pursuant to the foregoing provisions of this section and upon such dates as it may specify.
- B. The forms of return shall be prescribed by the Comptroller and shall contain such information as it may deem necessary for the proper administration of this article. The Comptroller may require amended returns to be filed within 20 days after notice and to contain the information specified in the notice.
- C. If a return required by this article is not filed, or if a return is incorrectly filed or is insufficient on its face, the Comptroller shall take such steps as he/she deems necessary to enforce the filing of such return or of a corrected return.

§ 270-88. Payment of tax.

At the time of filing a return of occupancy and of rents, each operator shall pay to the Comptroller the taxes imposed by this article upon the rents required to be included in such return, as well as all other moneys collected by the operator acting or purporting to act under the provisions of this article; even though it be judicially determined that the tax collected is invalidly required to be filed, it shall be due from the operator and payable to the Comptroller on the date prescribed herein for the filing of the return which is filed correctly shows the amount of rents and taxes due thereon. Where the Comptroller in his/her discretion deems it necessary to protect revenues to be obtained under this article, he/she may require any operator required to collect the tax imposed by this article to file with him/her a bond, issued by a surety company authorized to transact business in this state and approved by the Superintendent of Insurance of this state as to solvency and responsibility, in such amount as the Comptroller may find to secure the payment of any tax and/or penalties and interest due or which may become due from such operator. In the event that the Comptroller determines that an operator is to file such bonds, he/she shall give notice to such operator to that effect, specifying the amount of the bond required. The operator shall file such bond within five days after the giving of such notice unless, within such five days, the operator shall request, in writing, a hearing before the Comptroller at which the necessity, propriety and amount of the bond shall be determined by the Comptroller. Such determination shall be final and shall be complied with within 15 days after the giving of notices thereof. In lieu of such bond, securities approved by the Comptroller, or cash in such amount as he/she may prescribe, may be deposited with him/her, which shall be kept in the custody of the Comptroller, who may at any time, without notice of the depositor, apply them to any tax and/or interest or penalties due, and for that purpose the securities may be sold by him/her at public or private sale without notice to the depositor thereof.

§ 270-89. Determination of tax.

Any final determination of the amount of any tax payable hereunder shall be reviewable for error, illegality or unconstitutionality or any other reason whatsoever by a proceeding under Article 78 of the Civil Practice Law and Rules if application therefor is made to the Supreme Court within 30 days after the giving of the notice of such final determination; provided, however, that any such proceeding under Article 78 of the Civil Practice Law and Rules shall not be instituted unless:

- A. The amount of any tax sought to be reviewed, with such interest and penalties thereon as may be provided for by local law, shall be first deposited and there is filed an undertaking, issued by a surety company authorized to transact business in this state and approved by the Superintendent of Insurance of this state as to solvency and responsibility, in such amount as a Justice of the Supreme Court shall approve to the effect that if such proceeding be dismissed or the tax confirmed, the petitioner will pay all costs and charges which may accrue in the prosecution of such proceeding; or
- B. At the option of the petitioner, such undertaking may be in a sum sufficient to cover the taxes, interests and penalties stated in such determination, plus the costs and charges which may accrue against it in the prosecution of the proceeding, in which event the petitioner shall not be required to pay such taxes, interest or penalties as a condition precedent to the application.

§ 270-90. Disposition of revenues.

All revenue resulting from the imposition of the tax under this article shall be paid into the treasury of the City and shall be credited to and deposited in the general fund of the City. Such revenues may be used for any lawful purpose.

§ 270-91. Refunds.

- A. In the manner provided in this section, the Comptroller shall refund or credit, without interest, any tax penalty or interest erroneously, illegally or unconstitutionally collected or paid if application to the Comptroller for such refund shall be made within one year from the payment thereof. Whenever a refund is made by the Comptroller, he/she shall state the reason therefor in writing. Such application may be made by the occupant, operator or other person who has actually paid the tax. Such application may also be made by an operator who has collected and paid over such tax to the Comptroller, provided that the application is made within one year of the payment to the operator, but no actual refund of moneys shall be made to such operator until it shall first establish to the satisfaction of the Comptroller, under such regulations as the Comptroller may prescribe, that it has repaid to the occupant, or other person who has actually paid the tax, the amount for which the application for refund is made. The Comptroller may, in lieu of any refund required to be made, allow credit therefor on payments due or to become due from the applicant.
- B. Where any tax imposed hereunder shall have been erroneously, illegally or unconstitutionally collected and application for the refund thereof duly made to the Comptroller, and such Comptroller shall have made a determination denying such refund, such determination shall be reviewable by a proceeding under Article 78 of the Civil Practice Law and Rules; provided, however, that such proceeding is instituted within 30 days after the giving of the notice of such denial that a final determination of tax due was not previously made and that an undertaking is filed with the Comptroller in such amount and with such sureties as a Justice of the Supreme Court shall approve to the effect that if such proceeding be dismissed or the tax confirmed, the petitioner will pay all costs and charges which may accrue in the prosecution of such proceeding.
- C. A person shall not be entitled to a revision, refund or credit of a tax, interest or penalty which had been determined to be due pursuant to the provisions of §270-94 of this article where it has had a hearing or an opportunity for a hearing, as provided in said section, or has failed to avail itself of the remedies therein provided. No refund or credit shall be made of a tax, interest or penalty paid after a determination by the Comptroller made pursuant to § 270-94 of this article unless it be found that such determination was erroneous, illegal or unconstitutional or otherwise improper by the Comptroller after a hearing or on his/her own motion or in a proceeding under Article 78 of the Civil Practice Law and Rules, pursuant to the provisions of said section, in which event refund or credit without interest shall be made of the tax, interest or penalty found to have been overpaid.

§ 270-92. Reserves.

In cases where the occupant or operator has applied for a refund and has instituted a proceeding under Article 78 of the Civil Practice Law and Rules to review a determination adverse to him/her on his/her application for a refund, the Director of Finance shall have the option of crediting future tax payment to meet the cost of any settlement or judgments or, at his/her option, may, in the first instance, set up appropriate reserves to meet any decision adverse to the City.

§ 270-93. Remedies exclusive.

The remedies provided by §§ 270-89 and 270-91 of this article shall be the exclusive remedies available to any person for the review of tax liability imposed by this article, and no determination or proposed determination of tax or determination on any application for refund shall be enjoined or reviewed by an action for declaratory judgment, an action for money had and received or by any action or proceeding other than a proceeding in a nature of a certiorari proceeding under Article 78 of the Civil Practice Law and Rules; provided, however, that a taxpayer may proceed by declaratory judgment if he/she institutes suit within 30 days after a deficiency assessment is made and pays the amount of the deficiency assessment to the Comptroller prior to the institution of such suit and posts a bond for costs as provided in §270-88 of this article.

§ 270-94. Penalties for offenses; interest.

- A. Any person failing to file a return or to pay or pay over any tax to the Comptroller within in the time required by this article shall be subject to a penalty of 5% of the amount of the tax due, plus interest at the rate of 1% of such tax, for each month of delay, except the first month after such return was required to be filed or such tax became due. Such penalties and interest shall be paid and disposed of in the same manner as other revenues from this article. Unpaid penalties and interest may be enforced in the same manner as the tax imposed by this article.
- B. Any operator or occupant and any officer of an operator or occupant failing to file a return required by this article, or filing or causing to be filed or making or causing to be made or giving or causing to be given any return, certificate, affidavit, representation, information, testimony or statement required or authorized by this article which is willfully false, and any operator and any officer of a corporate operator willfully failing to file a bond required to be filed pursuant to § 270-88 of this article, or failing to file a registration certificate and such data in connection therewith as the Comptroller may by regulation or otherwise require, or failing to display or surrender the certificate of authority as required by this article or assigning or transferring such certificate of authority; and any operator or any officer of a corporate operator willfully failing to charge separately from the rent the tax herein imposed or willfully failing to state such tax separately on any evidence of occupancy and on any bill or statement or receipt of rent issued or employed by the operator or willfully failing or refusing to collect such tax from the occupant; any operator or any officer of a corporate operator who shall refer or cause reference to be made to this tax in a form or manner other than that required by this article, and any such person or operator failing to keep records

required by this article, shall, in addition to the penalties herein or elsewhere prescribed, be guilty of a misdemeanor, punishable by a fine of up to \$1,000.00, imprisonment for not more than one year, or both such fine and imprisonment. Officers of a corporate operator shall be personally liable for the tax collected or required to be collected by such corporation under this article and penalties and interest thereon and subject to the fines and imprisonment herein authorized.

- C. The certificate of the Comptroller to the effect that a tax has not been paid, that a return, bond or registration certificate has not been filed or that information has not been supplied pursuant to the provisions of this article shall be presumptive evidence thereof.

§ 270-95. Returns to be secret.

It shall be unlawful, except in accordance with proper judicial order or as otherwise provided to the fullest extent permitted by law, for the Comptroller or Comptroller's designee to divulge or make known in any manner the rents or other information relating to the business of a taxpayer contained in any return required under this article. The officers charged with the custody of such returns shall not be required to produce any of them or evidence of anything contained in them in any action or proceeding in any court, except on behalf of the Comptroller in an action or proceeding under the provisions of this article or on behalf of any party to any action or proceeding under the provisions of this article when the returns or facts shown thereby are directly involved in such action or proceeding, in either of which events the court may require the production of, and may admit in evidence, so much of said returns or of the facts shown thereby as are pertinent to the action or proceeding and no more. Nothing herein shall be construed to prohibit the delivery to a taxpayer or the taxpayer's duly authorized representative of a certified copy of any return filed in connection with his/her tax nor to prohibit the publication of statistics so classified to prevent the identification of particular returns and items thereof or the inspection by the Corporation Counsel or other legal representatives of the City or by the District Attorney of any county of the return of any taxpayer who shall bring action to set aside or review the tax based thereon, or against whom an action or proceeding has been instituted for the collection of a tax or penalty. Returns shall be preserved for three years and thereafter, until the Comptroller permits them to be destroyed.

§ 270-96. Notices; limitations of time.

- A. Any notice authorized or required under the provisions of this article may be given to the person to whom it is intended in a postpaid envelope addressed to such person at the address given in the last return filed by him/her pursuant to the provisions of this article or in any application made by him/her or, if no return has been filed or application made, then to such address as may be obtainable. The mailing of such notice shall be presumptive evidence of the receipt of the same by the person to whom addressed. Any period of time which is determined according to the provisions of this article by the giving of notice shall commence five days after the date of mailing of such notice.
- B. The provisions of the Civil Practice Law and Rules, or any other law relative to limitations of time for the enforcement of a civil remedy, shall not apply to any proceeding or action taken by the City to levy, appraise, assess, determine or enforce the collection of any tax or penalty provided by this article. However, except in the case of a willfully false, fraudulent

return with intent to evade the tax, no assessment of additional tax shall be made after the expiration of more than three years from the date of filing of a return; provided, however, that where no return has been filed as provided by law, the tax may be assessed at any time.

- C. Where, before expiration of the period prescribed herein for the assessment of an additional tax, a taxpayer has consented, in writing, that such period be extended, the amount of such additional tax due may be determined at any time within such extended period. The period so extended may be further extended by subsequent consents, in writing, made before the expiration of the extended period.

§ 270-97. Proceedings to recover tax.

Whenever any operator, any officer of a corporate operator, any occupant, or other person fails to collect and pay over any tax and/or penalty or interest as imposed by this article, the Corporation Counsel shall, at the request of the City Council, bring or cause to be brought an action to enforce the payment of the same on behalf of the City in any court of the State of New York or of any other state or of the United States. If, however, the Comptroller believes that any such operator, officer, occupant, or other person is about to cease business, leave the state, or remove or dissipate the assets out of which the tax or penalties might be satisfied, and that any such tax or penalty will not be paid when due, such tax or penalty may be declared to be immediately due and payable, and the Comptroller may issue a warrant immediately.

§ 270-98. General powers of the Director of Finance.

In addition to the powers granted in this article, the Director of Finance is hereby authorized and empowered to:

- A. Extend, for cause shown, the time of filing any return for a period not exceeding 30 days; and, for cause shown, to remit penalties, but not interest; and to compromise disputed claims in connection with the taxes hereby imposed;
- B. Request information from the Tax Commission of the State of New York or the Treasury Department of the United States relative to any person; and afford information to such Tax Commission or Treasury Department relative to any person, notwithstanding any other provision of this article;
- C. Delegate functions hereunder to the Comptroller;
- D. Prescribe methods for confirming the rents for occupancy and confirm the accuracy of information on the taxable and non-taxable rents;
- E. Require any operator within the City, if it is determined that adequate records are not being maintained, to keep detailed records of the nature and type of hotel maintained; nature and type of service rendered; number of rooms available and occupied; daily leases, occupancy contracts or arrangements; rents received, charged, and accrued; the names and addresses of the occupants; whether or not any occupancy is claimed to be subject to the tax imposed by this article; and to furnish such information at the request of the Director of Finance;
- F. Impose as a penalty upon any operator within the City any necessary cost of auditing services generated by discrepancies discovered, upon audit, in the records of the operator; and

- G. Make, adopt, and amend such other rules and regulations appropriate to the carrying out of this article and the purposes thereof as may be approved by the City Council of the City of Newburgh.

§ 270-99. Administration of oaths; compelling testimony.

- A. The Director of Finance, or employees or agent(s) duly designated and authorized, shall have the power to administer oaths and take affidavits in relation to any matter or proceeding in the exercise of their powers and duties under this article. The Director of Finance shall have power to subpoena and require the attendance of witnesses and the production of books, papers, and documents to secure information pertinent to the performance of the duties hereunder in the enforcement of this article and to examine them in relation thereto. The Director of Finance shall also have the power to issue commissions for the examination of witnesses who are out of the state, unable to attend, or who are excused from attendance.
- B. A Supreme Court Justice, either in court or in chambers, shall have the power to summarily enforce by proper proceedings the attendance and testimony of witnesses and the production and examination of books, papers, and documents called for by the subpoena of the Director of Finance under this article.
- C. Any subpoenaed person who refuses to testify or produce books or records, or who testifies falsely in any material matter pending before the Director of Finance under this article, shall be guilty of a misdemeanor, punishment for which shall be a fine of not more than \$1,000.00 or imprisonment for not more than one year, or both such fine and imprisonment.
- D. The officers who serve the summons or subpoena of the Director of Finance and witnesses attending in response thereto shall be entitled to the same fees as are allowed to officers and witnesses in civil cases in courts of record, except herein provided otherwise. Such officers shall be the City of Newburgh Police, or any officers or employees of the City designated to serve such process.

§ 270-100. Accounting and reporting of tax.

From time to time, but no less than quarterly each year, the Comptroller shall provide a report to the City Council, for its audit and review, of all actions taken pursuant to this article. The report shall contain a list of all certificates of registration filed or issued to any operator in the City of Newburgh and for each operator shall state the returns filed by all operators; the returns that have not been timely filed by any operator; the amount of tax determined to be payable by any operator; the tax paid and collected from any operator; any tax that may be due and owing or past due from any operator, and any enforcement action taken to collect any tax due under this article.

SECTION 3 - SEVERABILITY

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

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

SECTION 4 - CODIFICATION

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

SECTION 5 - VALIDITY

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

SECTION 6 - EFFECTIVE DATE

This Local Law and shall be effective immediately after the filing in the Office of the New York State Secretary of State in accordance with the provisions of New York State Municipal Home Rule Law.

RESOLUTION NO.: 7 - 2023

OF

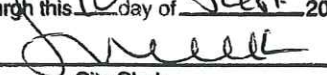
JANUARY 9, 2023

RESOLUTION SCHEDULING A PUBLIC HEARING FOR JANUARY 23, 2023
TO HEAR PUBLIC COMMENT CONCERNING A LOCAL LAW ADDING
ARTICLE XIII, ENTITLED "HOTEL ROOM OCCUPANCY TAX"
TO CHAPTER 270 ENTITLED "TAXATION" OF THE CITY CODE
OF THE CITY OF NEWBURGH

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that there is hereby scheduled a public hearing to receive comments concerning "A Local Law adding Article XIII, entitled 'Hotel Room Occupancy Tax' to Chapter 270 entitled 'Taxation' of the Code of Ordinances of the City of Newburgh"; and that such public hearing be and hereby is duly set for the next regular meeting of the Council to be held at 7:00 p.m. on the 23rd day of January, 2023 in the Activity Center, 401 Washington Street, Newburgh, New York.

I, Lorene Vitek, City Clerk of the City of Newburgh,
hereby certify that I have compared the foregoing with the
original resolution adopted by the Council of the City of
Newburgh at a regular meeting held Jan 9, 2023
and that it is a true and correct copy of such original.

Witness my hand and seal of the City of
Newburgh this 10 day of Sept 2023



City Clerk

LOCAL LAW NO.: _____ - 2023

OF

_____, 2023

**A LOCAL LAW ADDING ARTICLE XIII,
ENTITLED “HOTEL ROOM OCCUPANCY TAX”
TO CHAPTER 270 ENTITLED “TAXATION” OF THE CITY CODE
OF THE CITY OF NEWBURGH**

BE IT ENACTED, by the Council of the City of Newburgh, New York that

SECTION 1 - TITLE

This Local Law shall be referred to as “A Local Law adding Article XIII, entitled ‘Hotel Room Occupancy Tax’ to Chapter 270 entitled ‘Taxation’ of the Code of Ordinances of the City of Newburgh”.

SECTION 2 - AMENDMENT

The Code of Ordinances of the City of Newburgh is hereby amended to add new Article XIII entitled “Hotel Room Occupancy Tax” to Chapter 270 entitled “Taxation” of the Code of Ordinances of the City of Newburgh to read as follows:

Chapter 270 Taxation

Article XIII. Taxation of Hotel Room Occupancy

§ 270-78. Title

This Article shall be known as the “City of Newburgh Hotel Room Occupancy Tax Law.”

§ 270-79. Definitions.

For the purpose of this article, the following terms shall have the meanings indicated:

COMPTROLLER – The Comptroller of the City of Newburgh.

DIRECTOR OF FINANCE – The Director of Finance of the City of Newburgh.

EFFECTIVE DATE – The date on which the local law enacting this article is filed with the Secretary of State.

HOSTING COMPANY – An internet, application, technology, and/or similarly based service through which a third party desiring to offer lodging (a “host”) and a third party desiring to book lodging (a “guest”) for one or more nights have the opportunity to communicate, negotiate, and consummate a booking transaction for transient lodging accommodations pursuant to a direct agreement between a host and guest to which the hosting company is not a party but still facilitates and is entitled to receive payments for rent on behalf of or for the host. Merely publishing an advertisement for transient accommodations does not make the publisher a hosting company.

HOTEL or MOTEL – Any facility, or portion thereof, consisting of rentable units and providing lodging of guests on an overnight basis. For the purposes of this article, the term “hotel” shall mean and include any facility providing lodging on an overnight basis including those facilities designated and commonly known as “bed-and-breakfast” and “tourist” facilities, and shall include but not be limited to hotels, motels, tourist homes, motel courts, bed-and-breakfast establishments, short-term rentals, vacation rentals, clubs or similar facilities, whether or not meals are served to guests or residents thereof, and/or a location that is otherwise made available for transient lodging accommodation for rent directly by the owner or through an agent, operator or hosting companies.

OCCUPANCY – The use or possession, or the right to the use or possession, of any room in a hotel.

OCCUPANT – A natural person who, for a consideration, uses, possesses or has the right to use or possess any room in a hotel under any lease, concession, permit, right of access, license to use or other agreement or otherwise.

OPERATOR – Any person operating a hotel or motel in the City of Newburgh, including, but not limited to, an owner or proprietor of such premises, lessee, sublessee, mortgagee in possession, licensee or any other person otherwise operating such hotel or motel and entitled to be paid the rent. Such term shall also include a hosting company and a room remarketer and such hosting company or room remarketer shall be deemed to operate a hotel, motel or tourist home, or portion thereof, with respect to which such person has the rights of a hosting company or room remarketer.

PERMANENT RESIDENT – Any natural person occupying any room or rooms in a hotel for at least 90 consecutive days shall be considered a permanent resident with regard to the period of such occupancy.

PERSON – An individual, partnership, society, association, joint-stock company, corporation, estate, receiver, trustee, assignee, referee or any other person acting in a fiduciary or representative capacity, whether appointed by a court or otherwise, or any combination of the foregoing.

RENT – The per diem rental rate or charge received for occupancy of each room, valued in money, whether received in money or otherwise, for the occupancy of a room in a hotel for any period of time.

RETURN – Any return filed or required to be filed as herein provided.

ROOM – Any room or rooms of any kind in any part or portion of a hotel, which is available for or let out for any purpose other than a place of assembly.

ROOM REMARKETER – A person who reserves, arranges for, conveys, or furnishes occupancy, whether directly or indirectly, to an occupant for rent in an amount determined by the room remarketer, directly or indirectly, whether pursuant to a written or other agreement. Such person's ability or authority to reserve, arrange for, convey, or furnish occupancy directly or indirectly, and to determine rent therefore, shall be the “rights of a room remarketer”. A room remarketer is not a permanent resident with respect to a room for which such person has the rights of a room remarketer.

§ 270-80. Imposition of tax.

On or after the effective date of this article, there is hereby imposed and there shall be paid a tax of 5% upon the rent for every occupancy of a room or rooms in a hotel or motel in the City of Newburgh, except that the tax shall not be imposed upon a permanent resident, or as otherwise provided herein.

§ 270-81. Transitional provisions.

The tax imposed by this chapter shall be paid upon any occupancy on and after April 1, 2023, although such occupancy is pursuant to a prior contract, lease or other arrangement. However, for any occupancy taking place on or after April 1, 2023, where rent for such occupancy has been pre-paid through a third-party room remarketer or pre-paid in full to the hotel and where such rent is paid prior to the effective date, and for which the hotel has no other direct financial transaction with the occupant, that occupancy shall not be subject to the tax. Where rent is paid on a weekly, monthly or other term basis, the rent shall be subject to the tax imposed by this chapter to the extent that it covers any period on and after the April 1, 2023.

§ 270-82. Exemptions.

Except as otherwise provided in this section, any use or occupancy by any of the following shall not be subject to the tax imposed by this article.

- A. The State of New York, or any public corporation, including any public corporation created pursuant to agreement or compact with another state or the Dominion of Canada, improvement district, or other political subdivision of the state;
- B. The United States of America, insofar as it is immune from taxation;
- C. Any corporation or association, or trust, or community chest, fund or foundation organized and operated exclusively for religious, charitable, or educational purposes, or for the prevention of cruelty to children or animals, and no part of the net earnings of which inures to the benefit of any private shareholder or individual and no substantial part of the activities of which is carrying on propaganda or otherwise attempting to influence legislation; provided, however, that nothing in this subsection shall include an organization operated

for the primary purpose of carrying on a trade or business for profit, whether or not all of its profits are payable to one or more organizations described in this section;

D. A permanent resident of a hotel or motel.

§ 270-83. Territorial limits.

The tax imposed by this article shall apply only within the territorial limits of the City of Newburgh.

§ 270-84. Registration.

- A. Within 10 days after the effective date of this article, or in the case of operators commencing business after such effective date, within three days after such commencement or opening, every operator shall file with the Director of Finance a certificate of registration in a form prescribed by the Director of Finance.
- B. The Director of Finance shall, within five days after such registration, issue without charge to each operator a certificate of authority empowering such operator to collect the tax from the occupant and a duplicate thereof for each additional hotel of such operator. Each certificate or duplicate shall state the hotel to which it is applicable. Such certificate of authority shall be prominently displayed by the operator in such manner that it may be seen and come to the notice of all occupants and persons seeking occupancy. Such certificate shall be non-assignable and nontransferable and shall be surrendered immediately to the Director of Finance upon the cessation of business at the hotel named or upon its sale or transfer.

§ 270-85. Administration and collection.

- A. The tax imposed by this article shall be administered and collected by the Comptroller, such other City employee as the Director of Finance may designate, by such means and in such manner as other taxes which are now collected and administered or as otherwise provided by this article.
- B. The tax to be collected shall be stated and charged separately from the rent and shown separately on any record thereof, at the time when the occupancy is arranged or contracted for and charged for, and upon every evidence of occupancy or any bill or state of charges made for said occupancy issued or delivered by the operator as trustee for and on account of the City, and the operator shall be liable for the collection thereof and for the tax. The operator and any officer of any corporate operator shall be personally liable for the tax collected or required to be collected under this article, and the operator shall have the same right in respect to collecting the tax from the occupant, or in respect to the nonpayment of the tax by the occupant, as if the tax were owing, including all rights of eviction, dispossession, repossession, and enforcement of any innkeeper's lien that he/she may have in the event of nonpayment of the rent by the occupant; provided, however, that the Comptroller or employees or agents duly designated by the Director of Finance shall be joined as a party in any action or proceeding brought by the operator to collect and enforce collection of the tax.

- C. Hosting companies and/or room remarketers shall collect and remit the applicable tax to the City, as the collector, for booking transactions completed through the respective hosting company or room remarketer for hotels located within the City; and the host or operator of the hotel who is not the collector hosting company or room remarketer shall not be responsible for collecting and remitting the tax to the City on any transaction for which it has received confirmation that the hosting company or room remarketer has collected the aforementioned tax and remitted it back to the City; otherwise, operators or hosts of hotels and motels shall be liable for the collection and remittance of the tax. For the sole purposes of tax registration, collection, and remittance under this article, a hosting company or room remarketer shall assume and be limited to the duties of hotel/motel operator for only those booking transactions completed through the respective hosting company or room remarketer.
1. If the hosting company or room remarketer fails to separately state the tax on the rent on a sales slip, invoice, receipt or other statement of the transaction between the hosting company or room remarketer and the occupant or fails to maintain records of all prices of all components of a transaction covered by this Article, the entire consideration shall be treated as rent subject to tax under the Article. Nothing herein shall be construed to subject to tax or exempt from tax any service or property or amusement charge or other items otherwise subject to tax or exempt from tax under any other New York State law. A hosting company's or room remarketer's records of the consideration payable for all components of a transaction covered by this Article are records required to be maintained for purposes of §270-86 of this Article.
 2. In regard to the collection of tax on occupancies by hosting companies and room remarketers, the requirements of this Article shall be deemed satisfied if the hosting company or room remarketer provides the customer and/or occupant a sales slip, invoice, receipt or other statement of the price prior to the customer and/or occupant's completion of occupancy, on which the amount of tax due under this Article is stated. The hosting company or room remarketer must keep a copy of the sales, slip, invoice, receipt or statement as require by §270-86 of this Article, or must keep electronic records that accurately reflect the information on the sales slip, invoice, receipt or statement provided to the customer and/or occupant.
- D. The Comptroller may, whenever he/she deems it necessary for the proper enforcement of this article, provide by regulation that the occupant shall file returns and pay directly to the Comptroller the tax imposed at such times as returns are required to be filed and payment made over by the operator.
- E. Except at to and where the occupant has paid rent in full prior to the effective date, the tax imposed by this article shall be paid upon any occupancy on and after April 1, 2023, although such occupancy is had pursuant to a contract, lease or other arrangement made prior to such date. Where rent is paid or charged or billed or falls due on either a weekly, monthly or other term basis, the rent so paid, charged, billed or falling due shall be subject to the tax herein imposed to the extent that it covers any portion of the period on and after the effective date of this article. Where any tax has been paid hereunder upon any rent which has been ascertained to be worthless, the Comptroller may, by regulation, provide for credit and/or

refund of the amount of such tax upon the application therefor as provided in § 270-91 of this article.

- F. For the purpose of the proper administration of this article and to prevent evasion of the tax hereby imposed, it shall be presumed that all rents are subject to tax until the contrary is established, and the burden of proving that rent for occupancy is not taxable hereunder shall be upon the operator or occupant. Where an occupant claims exemption from the tax under the provisions of Section 270-82 of this article, the rent shall be deemed taxable hereunder unless:
1. The operator shall receive from the occupant claiming such exemption a copy of a New York State sales tax exemption certificate; or
 2. The operator shall receive from the occupant claiming such exemption a certificate duly executed by an exempt corporation or association certifying that the occupant is its agent, representative, or employee, together with a certificate executed by the occupant that the occupancy is paid or to be paid by such exempt corporation or association, and is necessary or required in the course of or in connection with the occupant's duties as a representative of such corporation or association.

§ 270-86. Records.

Every operator shall keep records of every occupancy and of all rent paid, charged or due thereon and of the tax payable thereon, in such form as the Comptroller may by regulation require. Such records shall be available for inspection and examination at any time upon demand by the Comptroller or the Comptroller's duly authorized agent or employee, and shall be preserved for a period of three years, except that the Comptroller may consent to their destruction within that period or may require that they be kept together.

§ 270-87. Returns.

- A. Every operator shall file with the Comptroller a return of occupancy and of rents and of the taxes payable thereon for the three-month periods ending the last day of March, June, September and December on and after the effective date of this article. Such returns shall be filed within 20 days from the expiration of the period covered thereby. The Comptroller may permit or require returns to be made for other periods upon such dates as it may specify. If the Comptroller deems it necessary in order to ensure the payment of the tax imposed by this article, it may require returns to be made for shorter periods than those prescribed pursuant to the foregoing provisions of this section and upon such dates as it may specify.
- B. The forms of return shall be prescribed by the Comptroller and shall contain such information as it may deem necessary for the proper administration of this article. The Comptroller may require amended returns to be filed within 20 days after notice and to contain the information specified in the notice.
- C. If a return required by this article is not filed, or if a return is incorrectly filed or is insufficient on its face, the Comptroller shall take such steps as he/she deems necessary to enforce the filing of such return or of a corrected return.

§ 270-88. Payment of tax.

At the time of filing a return of occupancy and of rents, each operator shall pay to the Comptroller the taxes imposed by this article upon the rents required to be included in such return, as well as all other moneys collected by the operator acting or purporting to act under the provisions of this article; even though it be judicially determined that the tax collected is invalidly required to be filed, it shall be due from the operator and payable to the Comptroller on the date prescribed herein for the filing of the return which is filed correctly shows the amount of rents and taxes due thereon. Where the Comptroller in his/her discretion deems it necessary to protect revenues to be obtained under this article, he/she may require any operator required to collect the tax imposed by this article to file with him/her a bond, issued by a surety company authorized to transact business in this state and approved by the Superintendent of Insurance of this state as to solvency and responsibility, in such amount as the Comptroller may find to secure the payment of any tax and/or penalties and interest due or which may become due from such operator. In the event that the Comptroller determines that an operator is to file such bonds, he/she shall give notice to such operator to that effect, specifying the amount of the bond required. The operator shall file such bond within five days after the giving of such notice unless, within such five days, the operator shall request, in writing, a hearing before the Comptroller at which the necessity, propriety and amount of the bond shall be determined by the Comptroller. Such determination shall be final and shall be complied with within 15 days after the giving of notices thereof. In lieu of such bond, securities approved by the Comptroller, or cash in such amount as he/she may prescribe, may be deposited with him/her, which shall be kept in the custody of the Comptroller, who may at any time, without notice of the depositor, apply them to any tax and/or interest or penalties due, and for that purpose the securities may be sold by him/her at public or private sale without notice to the depositor thereof.

§ 270-89. Determination of tax.

Any final determination of the amount of any tax payable hereunder shall be reviewable for error, illegality or unconstitutionality or any other reason whatsoever by a proceeding under Article 78 of the Civil Practice Law and Rules if application therefor is made to the Supreme Court within 30 days after the giving of the notice of such final determination; provided, however, that any such proceeding under Article 78 of the Civil Practice Law and Rules shall not be instituted unless:

- A. The amount of any tax sought to be reviewed, with such interest and penalties thereon as may be provided for by local law, shall be first deposited and there is filed an undertaking, issued by a surety company authorized to transact business in this state and approved by the Superintendent of Insurance of this state as to solvency and responsibility, in such amount as a Justice of the Supreme Court shall approve to the effect that if such proceeding be dismissed or the tax confirmed, the petitioner will pay all costs and charges which may accrue in the prosecution of such proceeding; or
- B. At the option of the petitioner, such undertaking may be in a sum sufficient to cover the taxes, interests and penalties stated in such determination, plus the costs and charges which may accrue against it in the prosecution of the proceeding, in which event the petitioner shall not be required to pay such taxes, interest or penalties as a condition precedent to the application.

§ 270-90. Disposition of revenues.

All revenue resulting from the imposition of the tax under this article shall be paid into the treasury of the City and shall be credited to and deposited in the general fund of the City. Such revenues may be used for any lawful purpose.

§ 270-91. Refunds.

- A. In the manner provided in this section, the Comptroller shall refund or credit, without interest, any tax penalty or interest erroneously, illegally or unconstitutionally collected or paid if application to the Comptroller for such refund shall be made within one year from the payment thereof. Whenever a refund is made by the Comptroller, he/she shall state the reason therefor in writing. Such application may be made by the occupant, operator or other person who has actually paid the tax. Such application may also be made by an operator who has collected and paid over such tax to the Comptroller, provided that the application is made within one year of the payment to the operator, but no actual refund of moneys shall be made to such operator until it shall first establish to the satisfaction of the Comptroller, under such regulations as the Comptroller may prescribe, that it has repaid to the occupant, or other person who has actually paid the tax, the amount for which the application for refund is made. The Comptroller may, in lieu of any refund required to be made, allow credit therefor on payments due or to become due from the applicant.
- B. Where any tax imposed hereunder shall have been erroneously, illegally or unconstitutionally collected and application for the refund thereof duly made to the Comptroller, and such Comptroller shall have made a determination denying such refund, such determination shall be reviewable by a proceeding under Article 78 of the Civil Practice Law and Rules; provided, however, that such proceeding is instituted within 30 days after the giving of the notice of such denial that a final determination of tax due was not previously made and that an undertaking is filed with the Comptroller in such amount and with such sureties as a Justice of the Supreme Court shall approve to the effect that if such proceeding be dismissed or the tax confirmed, the petitioner will pay all costs and charges which may accrue in the prosecution of such proceeding.
- C. A person shall not be entitled to a revision, refund or credit of a tax, interest or penalty which had been determined to be due pursuant to the provisions of §270-94 of this article where it has had a hearing or an opportunity for a hearing, as provided in said section, or has failed to avail itself of the remedies therein provided. No refund or credit shall be made of a tax, interest or penalty paid after a determination by the Comptroller made pursuant to § 270-94 of this article unless it be found that such determination was erroneous, illegal or unconstitutional or otherwise improper by the Comptroller after a hearing or on his/her own motion or in a proceeding under Article 78 of the Civil Practice Law and Rules, pursuant to the provisions of said section, in which event refund or credit without interest shall be made of the tax, interest or penalty found to have been overpaid.

§ 270-92. Reserves.

In cases where the occupant or operator has applied for a refund and has instituted a proceeding under Article 78 of the Civil Practice Law and Rules to review a determination adverse to him/her on his/her application for a refund, the Director of Finance shall have the option of crediting future tax payment to meet the cost of any settlement or judgments or, at his/her option, may, in the first instance, set up appropriate reserves to meet any decision adverse to the City.

§ 270-93. Remedies exclusive.

The remedies provided by §§ 270-89 and 270-91 of this article shall be the exclusive remedies available to any person for the review of tax liability imposed by this article, and no determination or proposed determination of tax or determination on any application for refund shall be enjoined or reviewed by an action for declaratory judgment, an action for money had and received or by any action or proceeding other than a proceeding in a nature of a certiorari proceeding under Article 78 of the Civil Practice Law and Rules; provided, however, that a taxpayer may proceed by declaratory judgment if he/she institutes suit within 30 days after a deficiency assessment is made and pays the amount of the deficiency assessment to the Comptroller prior to the institution of such suit and posts a bond for costs as provided in §270-88 of this article.

§ 270-94. Penalties for offenses; interest.

- A. Any person failing to file a return or to pay or pay over any tax to the Comptroller within in the time required by this article shall be subject to a penalty of 5% of the amount of the tax due, plus interest at the rate of 1% of such tax, for each month of delay, except the first month after such return was required to be filed or such tax became due. Such penalties and interest shall be paid and disposed of in the same manner as other revenues from this article. Unpaid penalties and interest may be enforced in the same manner as the tax imposed by this article.
- B. Any operator or occupant and any officer of an operator or occupant failing to file a return required by this article, or filing or causing to be filed or making or causing to be made or giving or causing to be given any return, certificate, affidavit, representation, information, testimony or statement required or authorized by this article which is willfully false, and any operator and any officer of a corporate operator willfully failing to file a bond required to be filed pursuant to § 270-88 of this article, or failing to file a registration certificate and such data in connection therewith as the Comptroller may by regulation or otherwise require, or failing to display or surrender the certificate of authority as required by this article or assigning or transferring such certificate of authority; and any operator or any officer of a corporate operator willfully failing to charge separately from the rent the tax herein imposed or willfully failing to state such tax separately on any evidence of occupancy and on any bill or statement or receipt of rent issued or employed by the operator or willfully failing or refusing to collect such tax from the occupant; any operator or any officer of a corporate operator who shall refer or cause reference to be made to this tax in a form or manner other than that required by this article, and any such person or operator failing to keep records

required by this article, shall, in addition to the penalties herein or elsewhere prescribed, be guilty of a misdemeanor, punishable by a fine of up to \$1,000.00, imprisonment for not more than one year, or both such fine and imprisonment. Officers of a corporate operator shall be personally liable for the tax collected or required to be collected by such corporation under this article and penalties and interest thereon and subject to the fines and imprisonment herein authorized.

- C. The certificate of the Comptroller to the effect that a tax has not been paid, that a return, bond or registration certificate has not been filed or that information has not been supplied pursuant to the provisions of this article shall be presumptive evidence thereof.

§ 270-95. Returns to be secret.

It shall be unlawful, except in accordance with proper judicial order or as otherwise provided to the fullest extent permitted by law, for the Comptroller or Comptroller's designee to divulge or make known in any manner the rents or other information relating to the business of a taxpayer contained in any return required under this article. The officers charged with the custody of such returns shall not be required to produce any of them or evidence of anything contained in them in any action or proceeding in any court, except on behalf of the Comptroller in an action or proceeding under the provisions of this article or on behalf of any party to any action or proceeding under the provisions of this article when the returns or facts shown thereby are directly involved in such action or proceeding, in either of which events the court may require the production of, and may admit in evidence, so much of said returns or of the facts shown thereby as are pertinent to the action or proceeding and no more. Nothing herein shall be construed to prohibit the delivery to a taxpayer or the taxpayer's duly authorized representative of a certified copy of any return filed in connection with his/her tax nor to prohibit the publication of statistics so classified to prevent the identification of particular returns and items thereof or the inspection by the Corporation Counsel or other legal representatives of the City or by the District Attorney of any county of the return of any taxpayer who shall bring action to set aside or review the tax based thereon, or against whom an action or proceeding has been instituted for the collection of a tax or penalty. Returns shall be preserved for three years and thereafter, until the Comptroller permits them to be destroyed.

§ 270-96. Notices; limitations of time.

- A. Any notice authorized or required under the provisions of this article may be given to the person to whom it is intended in a postpaid envelope addressed to such person at the address given in the last return filed by him/her pursuant to the provisions of this article or in any application made by him/her or, if no return has been filed or application made, then to such address as may be obtainable. The mailing of such notice shall be presumptive evidence of the receipt of the same by the person to whom addressed. Any period of time which is determined according to the provisions of this article by the giving of notice shall commence five days after the date of mailing of such notice.
- B. The provisions of the Civil Practice Law and Rules, or any other law relative to limitations of time for the enforcement of a civil remedy, shall not apply to any proceeding or action taken by the City to levy, appraise, assess, determine or enforce the collection of any tax or penalty provided by this article. However, except in the case of a willfully false, fraudulent

return with intent to evade the tax, no assessment of additional tax shall be made after the expiration of more than three years from the date of filing of a return; provided, however, that where no return has been filed as provided by law, the tax may be assessed at any time.

- C. Where, before expiration of the period prescribed herein for the assessment of an additional tax, a taxpayer has consented, in writing, that such period be extended, the amount of such additional tax due may be determined at any time within such extended period. The period so extended may be further extended by subsequent consents, in writing, made before the expiration of the extended period.

§ 270-97. Proceedings to recover tax.

Whenever any operator, any officer of a corporate operator, any occupant, or other person fails to collect and pay over any tax and/or penalty or interest as imposed by this article, the Corporation Counsel shall, at the request of the City Council, bring or cause to be brought an action to enforce the payment of the same on behalf of the City in any court of the State of New York or of any other state or of the United States. If, however, the Comptroller believes that any such operator, officer, occupant, or other person is about to cease business, leave the state, or remove or dissipate the assets out of which the tax or penalties might be satisfied, and that any such tax or penalty will not be paid when due, such tax or penalty may be declared to be immediately due and payable, and the Comptroller may issue a warrant immediately.

§ 270-98. General powers of the Director of Finance.

In addition to the powers granted in this article, the Director of Finance is hereby authorized and empowered to:

- A. Extend, for cause shown, the time of filing any return for a period not exceeding 30 days; and, for cause shown, to remit penalties, but not interest; and to compromise disputed claims in connection with the taxes hereby imposed;
- B. Request information from the Tax Commission of the State of New York or the Treasury Department of the United States relative to any person; and afford information to such Tax Commission or Treasury Department relative to any person, notwithstanding any other provision of this article;
- C. Delegate functions hereunder to the Comptroller;
- D. Prescribe methods for confirming the rents for occupancy and confirm the accuracy of information on the taxable and non-taxable rents;
- E. Require any operator within the City, if it is determined that adequate records are not being maintained, to keep detailed records of the nature and type of hotel maintained; nature and type of service rendered; number of rooms available and occupied; daily leases, occupancy contracts or arrangements; rents received, charged, and accrued; the names and addresses of the occupants; whether or not any occupancy is claimed to be subject to the tax imposed by this article; and to furnish such information at the request of the Director of Finance;
- F. Impose as a penalty upon any operator within the City any necessary cost of auditing services generated by discrepancies discovered, upon audit, in the records of the operator; and

- G. Make, adopt, and amend such other rules and regulations appropriate to the carrying out of this article and the purposes thereof as may be approved by the City Council of the City of Newburgh.

§ 270-99. Administration of oaths; compelling testimony.

- A. The Director of Finance, or employees or agent(s) duly designated and authorized, shall have the power to administer oaths and take affidavits in relation to any matter or proceeding in the exercise of their powers and duties under this article. The Director of Finance shall have power to subpoena and require the attendance of witnesses and the production of books, papers, and documents to secure information pertinent to the performance of the duties hereunder in the enforcement of this article and to examine them in relation thereto. The Director of Finance shall also have the power to issue commissions for the examination of witnesses who are out of the state, unable to attend, or who are excused from attendance.
- B. A Supreme Court Justice, either in court or in chambers, shall have the power to summarily enforce by proper proceedings the attendance and testimony of witnesses and the production and examination of books, papers, and documents called for by the subpoena of the Director of Finance under this article.
- C. Any subpoenaed person who refuses to testify or produce books or records, or who testifies falsely in any material matter pending before the Director of Finance under this article, shall be guilty of a misdemeanor, punishment for which shall be a fine of not more than \$1,000.00 or imprisonment for not more than one year, or both such fine and imprisonment.
- D. The officers who serve the summons or subpoena of the Director of Finance and witnesses attending in response thereto shall be entitled to the same fees as are allowed to officers and witnesses in civil cases in courts of record, except herein provided otherwise. Such officers shall be the City of Newburgh Police, or any officers or employees of the City designated to serve such process.

§ 270-100. Accounting and reporting of tax.

From time to time, but no less than quarterly each year, the Comptroller shall provide a report to the City Council, for its audit and review, of all actions taken pursuant to this article. The report shall contain a list of all certificates of registration filed or issued to any operator in the City of Newburgh and for each operator shall state the returns filed by all operators; the returns that have not been timely filed by any operator; the amount of tax determined to be payable by any operator; the tax paid and collected from any operator; any tax that may be due and owing or past due from any operator, and any enforcement action taken to collect any tax due under this article.

SECTION 3 - SEVERABILITY

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

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

SECTION 4 - CODIFICATION

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

SECTION 5 - VALIDITY

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

SECTION 6 - EFFECTIVE DATE

This Local Law and shall be effective immediately after the filing in the Office of the New York State Secretary of State in accordance with the provisions of New York State Municipal Home Rule Law.

RESOLUTION NO.: 7 - 2023

OF

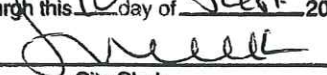
JANUARY 9, 2023

RESOLUTION SCHEDULING A PUBLIC HEARING FOR JANUARY 23, 2023
TO HEAR PUBLIC COMMENT CONCERNING A LOCAL LAW ADDING
ARTICLE XIII, ENTITLED "HOTEL ROOM OCCUPANCY TAX"
TO CHAPTER 270 ENTITLED "TAXATION" OF THE CITY CODE
OF THE CITY OF NEWBURGH

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that there is hereby scheduled a public hearing to receive comments concerning "A Local Law adding Article XIII, entitled 'Hotel Room Occupancy Tax' to Chapter 270 entitled 'Taxation' of the Code of Ordinances of the City of Newburgh"; and that such public hearing be and hereby is duly set for the next regular meeting of the Council to be held at 7:00 p.m. on the 23rd day of January, 2023 in the Activity Center, 401 Washington Street, Newburgh, New York.

I, Lorene Vitek, City Clerk of the City of Newburgh,
hereby certify that I have compared the foregoing with the
original resolution adopted by the Council of the City of
Newburgh at a regular meeting held Jan 9, 2023
and that it is a true and correct copy of such original.

Witness my hand and seal of the City of
Newburgh this 10 day of Sept 2023



City Clerk

LOCAL LAW NO.: _____ - 2023

OF

_____, 2023

**A LOCAL LAW ADDING ARTICLE XIII,
ENTITLED “HOTEL ROOM OCCUPANCY TAX”
TO CHAPTER 270 ENTITLED “TAXATION” OF THE CITY CODE
OF THE CITY OF NEWBURGH**

BE IT ENACTED, by the Council of the City of Newburgh, New York that

SECTION 1 - TITLE

This Local Law shall be referred to as “A Local Law adding Article XIII, entitled ‘Hotel Room Occupancy Tax’ to Chapter 270 entitled ‘Taxation’ of the Code of Ordinances of the City of Newburgh”.

SECTION 2 - AMENDMENT

The Code of Ordinances of the City of Newburgh is hereby amended to add new Article XIII entitled “Hotel Room Occupancy Tax” to Chapter 270 entitled “Taxation” of the Code of Ordinances of the City of Newburgh to read as follows:

Chapter 270 Taxation

Article XIII. Taxation of Hotel Room Occupancy

§ 270-78. Title

This Article shall be known as the “City of Newburgh Hotel Room Occupancy Tax Law.”

§ 270-79. Definitions.

For the purpose of this article, the following terms shall have the meanings indicated:

COMPTROLLER – The Comptroller of the City of Newburgh.

DIRECTOR OF FINANCE – The Director of Finance of the City of Newburgh.

EFFECTIVE DATE – The date on which the local law enacting this article is filed with the Secretary of State.

HOSTING COMPANY – An internet, application, technology, and/or similarly based service through which a third party desiring to offer lodging (a “host”) and a third party desiring to book lodging (a “guest”) for one or more nights have the opportunity to communicate, negotiate, and consummate a booking transaction for transient lodging accommodations pursuant to a direct agreement between a host and guest to which the hosting company is not a party but still facilitates and is entitled to receive payments for rent on behalf of or for the host. Merely publishing an advertisement for transient accommodations does not make the publisher a hosting company.

HOTEL or MOTEL – Any facility, or portion thereof, consisting of rentable units and providing lodging of guests on an overnight basis. For the purposes of this article, the term “hotel” shall mean and include any facility providing lodging on an overnight basis including those facilities designated and commonly known as “bed-and-breakfast” and “tourist” facilities, and shall include but not be limited to hotels, motels, tourist homes, motel courts, bed-and-breakfast establishments, short-term rentals, vacation rentals, clubs or similar facilities, whether or not meals are served to guests or residents thereof, and/or a location that is otherwise made available for transient lodging accommodation for rent directly by the owner or through an agent, operator or hosting companies.

OCCUPANCY – The use or possession, or the right to the use or possession, of any room in a hotel.

OCCUPANT – A natural person who, for a consideration, uses, possesses or has the right to use or possess any room in a hotel under any lease, concession, permit, right of access, license to use or other agreement or otherwise.

OPERATOR – Any person operating a hotel or motel in the City of Newburgh, including, but not limited to, an owner or proprietor of such premises, lessee, sublessee, mortgagee in possession, licensee or any other person otherwise operating such hotel or motel and entitled to be paid the rent. Such term shall also include a hosting company and a room remarketer and such hosting company or room remarketer shall be deemed to operate a hotel, motel or tourist home, or portion thereof, with respect to which such person has the rights of a hosting company or room remarketer.

PERMANENT RESIDENT – Any natural person occupying any room or rooms in a hotel for at least 90 consecutive days shall be considered a permanent resident with regard to the period of such occupancy.

PERSON – An individual, partnership, society, association, joint-stock company, corporation, estate, receiver, trustee, assignee, referee or any other person acting in a fiduciary or representative capacity, whether appointed by a court or otherwise, or any combination of the foregoing.

RENT – The per diem rental rate or charge received for occupancy of each room, valued in money, whether received in money or otherwise, for the occupancy of a room in a hotel for any period of time.

RETURN – Any return filed or required to be filed as herein provided.

ROOM – Any room or rooms of any kind in any part or portion of a hotel, which is available for or let out for any purpose other than a place of assembly.

ROOM REMARKETER – A person who reserves, arranges for, conveys, or furnishes occupancy, whether directly or indirectly, to an occupant for rent in an amount determined by the room remarketer, directly or indirectly, whether pursuant to a written or other agreement. Such person's ability or authority to reserve, arrange for, convey, or furnish occupancy directly or indirectly, and to determine rent therefore, shall be the “rights of a room remarketer”. A room remarketer is not a permanent resident with respect to a room for which such person has the rights of a room remarketer.

§ 270-80. Imposition of tax.

On or after the effective date of this article, there is hereby imposed and there shall be paid a tax of 5% upon the rent for every occupancy of a room or rooms in a hotel or motel in the City of Newburgh, except that the tax shall not be imposed upon a permanent resident, or as otherwise provided herein.

§ 270-81. Transitional provisions.

The tax imposed by this chapter shall be paid upon any occupancy on and after April 1, 2023, although such occupancy is pursuant to a prior contract, lease or other arrangement. However, for any occupancy taking place on or after April 1, 2023, where rent for such occupancy has been pre-paid through a third-party room remarketer or pre-paid in full to the hotel and where such rent is paid prior to the effective date, and for which the hotel has no other direct financial transaction with the occupant, that occupancy shall not be subject to the tax. Where rent is paid on a weekly, monthly or other term basis, the rent shall be subject to the tax imposed by this chapter to the extent that it covers any period on and after the April 1, 2023.

§ 270-82. Exemptions.

Except as otherwise provided in this section, any use or occupancy by any of the following shall not be subject to the tax imposed by this article.

- A. The State of New York, or any public corporation, including any public corporation created pursuant to agreement or compact with another state or the Dominion of Canada, improvement district, or other political subdivision of the state;
- B. The United States of America, insofar as it is immune from taxation;
- C. Any corporation or association, or trust, or community chest, fund or foundation organized and operated exclusively for religious, charitable, or educational purposes, or for the prevention of cruelty to children or animals, and no part of the net earnings of which inures to the benefit of any private shareholder or individual and no substantial part of the activities of which is carrying on propaganda or otherwise attempting to influence legislation; provided, however, that nothing in this subsection shall include an organization operated

for the primary purpose of carrying on a trade or business for profit, whether or not all of its profits are payable to one or more organizations described in this section;

D. A permanent resident of a hotel or motel.

§ 270-83. Territorial limits.

The tax imposed by this article shall apply only within the territorial limits of the City of Newburgh.

§ 270-84. Registration.

- A. Within 10 days after the effective date of this article, or in the case of operators commencing business after such effective date, within three days after such commencement or opening, every operator shall file with the Director of Finance a certificate of registration in a form prescribed by the Director of Finance.
- B. The Director of Finance shall, within five days after such registration, issue without charge to each operator a certificate of authority empowering such operator to collect the tax from the occupant and a duplicate thereof for each additional hotel of such operator. Each certificate or duplicate shall state the hotel to which it is applicable. Such certificate of authority shall be prominently displayed by the operator in such manner that it may be seen and come to the notice of all occupants and persons seeking occupancy. Such certificate shall be non-assignable and nontransferable and shall be surrendered immediately to the Director of Finance upon the cessation of business at the hotel named or upon its sale or transfer.

§ 270-85. Administration and collection.

- A. The tax imposed by this article shall be administered and collected by the Comptroller, such other City employee as the Director of Finance may designate, by such means and in such manner as other taxes which are now collected and administered or as otherwise provided by this article.
- B. The tax to be collected shall be stated and charged separately from the rent and shown separately on any record thereof, at the time when the occupancy is arranged or contracted for and charged for, and upon every evidence of occupancy or any bill or state of charges made for said occupancy issued or delivered by the operator as trustee for and on account of the City, and the operator shall be liable for the collection thereof and for the tax. The operator and any officer of any corporate operator shall be personally liable for the tax collected or required to be collected under this article, and the operator shall have the same right in respect to collecting the tax from the occupant, or in respect to the nonpayment of the tax by the occupant, as if the tax were owing, including all rights of eviction, dispossession, repossession, and enforcement of any innkeeper's lien that he/she may have in the event of nonpayment of the rent by the occupant; provided, however, that the Comptroller or employees or agents duly designated by the Director of Finance shall be joined as a party in any action or proceeding brought by the operator to collect and enforce collection of the tax.

- C. Hosting companies and/or room remarketers shall collect and remit the applicable tax to the City, as the collector, for booking transactions completed through the respective hosting company or room remarketer for hotels located within the City; and the host or operator of the hotel who is not the collector hosting company or room remarketer shall not be responsible for collecting and remitting the tax to the City on any transaction for which it has received confirmation that the hosting company or room remarketer has collected the aforementioned tax and remitted it back to the City; otherwise, operators or hosts of hotels and motels shall be liable for the collection and remittance of the tax. For the sole purposes of tax registration, collection, and remittance under this article, a hosting company or room remarketer shall assume and be limited to the duties of hotel/motel operator for only those booking transactions completed through the respective hosting company or room remarketer.
1. If the hosting company or room remarketer fails to separately state the tax on the rent on a sales slip, invoice, receipt or other statement of the transaction between the hosting company or room remarketer and the occupant or fails to maintain records of all prices of all components of a transaction covered by this Article, the entire consideration shall be treated as rent subject to tax under the Article. Nothing herein shall be construed to subject to tax or exempt from tax any service or property or amusement charge or other items otherwise subject to tax or exempt from tax under any other New York State law. A hosting company's or room remarketer's records of the consideration payable for all components of a transaction covered by this Article are records required to be maintained for purposes of §270-86 of this Article.
 2. In regard to the collection of tax on occupancies by hosting companies and room remarketers, the requirements of this Article shall be deemed satisfied if the hosting company or room remarketer provides the customer and/or occupant a sales slip, invoice, receipt or other statement of the price prior to the customer and/or occupant's completion of occupancy, on which the amount of tax due under this Article is stated. The hosting company or room remarketer must keep a copy of the sales, slip, invoice, receipt or statement as require by §270-86 of this Article, or must keep electronic records that accurately reflect the information on the sales slip, invoice, receipt or statement provided to the customer and/or occupant.
- D. The Comptroller may, whenever he/she deems it necessary for the proper enforcement of this article, provide by regulation that the occupant shall file returns and pay directly to the Comptroller the tax imposed at such times as returns are required to be filed and payment made over by the operator.
- E. Except at to and where the occupant has paid rent in full prior to the effective date, the tax imposed by this article shall be paid upon any occupancy on and after April 1, 2023, although such occupancy is had pursuant to a contract, lease or other arrangement made prior to such date. Where rent is paid or charged or billed or falls due on either a weekly, monthly or other term basis, the rent so paid, charged, billed or falling due shall be subject to the tax herein imposed to the extent that it covers any portion of the period on and after the effective date of this article. Where any tax has been paid hereunder upon any rent which has been ascertained to be worthless, the Comptroller may, by regulation, provide for credit and/or

refund of the amount of such tax upon the application therefor as provided in § 270-91 of this article.

- F. For the purpose of the proper administration of this article and to prevent evasion of the tax hereby imposed, it shall be presumed that all rents are subject to tax until the contrary is established, and the burden of proving that rent for occupancy is not taxable hereunder shall be upon the operator or occupant. Where an occupant claims exemption from the tax under the provisions of Section 270-82 of this article, the rent shall be deemed taxable hereunder unless:
1. The operator shall receive from the occupant claiming such exemption a copy of a New York State sales tax exemption certificate; or
 2. The operator shall receive from the occupant claiming such exemption a certificate duly executed by an exempt corporation or association certifying that the occupant is its agent, representative, or employee, together with a certificate executed by the occupant that the occupancy is paid or to be paid by such exempt corporation or association, and is necessary or required in the course of or in connection with the occupant's duties as a representative of such corporation or association.

§ 270-86. Records.

Every operator shall keep records of every occupancy and of all rent paid, charged or due thereon and of the tax payable thereon, in such form as the Comptroller may by regulation require. Such records shall be available for inspection and examination at any time upon demand by the Comptroller or the Comptroller's duly authorized agent or employee, and shall be preserved for a period of three years, except that the Comptroller may consent to their destruction within that period or may require that they be kept together.

§ 270-87. Returns.

- A. Every operator shall file with the Comptroller a return of occupancy and of rents and of the taxes payable thereon for the three-month periods ending the last day of March, June, September and December on and after the effective date of this article. Such returns shall be filed within 20 days from the expiration of the period covered thereby. The Comptroller may permit or require returns to be made for other periods upon such dates as it may specify. If the Comptroller deems it necessary in order to ensure the payment of the tax imposed by this article, it may require returns to be made for shorter periods than those prescribed pursuant to the foregoing provisions of this section and upon such dates as it may specify.
- B. The forms of return shall be prescribed by the Comptroller and shall contain such information as it may deem necessary for the proper administration of this article. The Comptroller may require amended returns to be filed within 20 days after notice and to contain the information specified in the notice.
- C. If a return required by this article is not filed, or if a return is incorrectly filed or is insufficient on its face, the Comptroller shall take such steps as he/she deems necessary to enforce the filing of such return or of a corrected return.

§ 270-88. Payment of tax.

At the time of filing a return of occupancy and of rents, each operator shall pay to the Comptroller the taxes imposed by this article upon the rents required to be included in such return, as well as all other moneys collected by the operator acting or purporting to act under the provisions of this article; even though it be judicially determined that the tax collected is invalidly required to be filed, it shall be due from the operator and payable to the Comptroller on the date prescribed herein for the filing of the return which is filed correctly shows the amount of rents and taxes due thereon. Where the Comptroller in his/her discretion deems it necessary to protect revenues to be obtained under this article, he/she may require any operator required to collect the tax imposed by this article to file with him/her a bond, issued by a surety company authorized to transact business in this state and approved by the Superintendent of Insurance of this state as to solvency and responsibility, in such amount as the Comptroller may find to secure the payment of any tax and/or penalties and interest due or which may become due from such operator. In the event that the Comptroller determines that an operator is to file such bonds, he/she shall give notice to such operator to that effect, specifying the amount of the bond required. The operator shall file such bond within five days after the giving of such notice unless, within such five days, the operator shall request, in writing, a hearing before the Comptroller at which the necessity, propriety and amount of the bond shall be determined by the Comptroller. Such determination shall be final and shall be complied with within 15 days after the giving of notices thereof. In lieu of such bond, securities approved by the Comptroller, or cash in such amount as he/she may prescribe, may be deposited with him/her, which shall be kept in the custody of the Comptroller, who may at any time, without notice of the depositor, apply them to any tax and/or interest or penalties due, and for that purpose the securities may be sold by him/her at public or private sale without notice to the depositor thereof.

§ 270-89. Determination of tax.

Any final determination of the amount of any tax payable hereunder shall be reviewable for error, illegality or unconstitutionality or any other reason whatsoever by a proceeding under Article 78 of the Civil Practice Law and Rules if application therefor is made to the Supreme Court within 30 days after the giving of the notice of such final determination; provided, however, that any such proceeding under Article 78 of the Civil Practice Law and Rules shall not be instituted unless:

- A. The amount of any tax sought to be reviewed, with such interest and penalties thereon as may be provided for by local law, shall be first deposited and there is filed an undertaking, issued by a surety company authorized to transact business in this state and approved by the Superintendent of Insurance of this state as to solvency and responsibility, in such amount as a Justice of the Supreme Court shall approve to the effect that if such proceeding be dismissed or the tax confirmed, the petitioner will pay all costs and charges which may accrue in the prosecution of such proceeding; or
- B. At the option of the petitioner, such undertaking may be in a sum sufficient to cover the taxes, interests and penalties stated in such determination, plus the costs and charges which may accrue against it in the prosecution of the proceeding, in which event the petitioner shall not be required to pay such taxes, interest or penalties as a condition precedent to the application.

§ 270-90. Disposition of revenues.

All revenue resulting from the imposition of the tax under this article shall be paid into the treasury of the City and shall be credited to and deposited in the general fund of the City. Such revenues may be used for any lawful purpose.

§ 270-91. Refunds.

- A. In the manner provided in this section, the Comptroller shall refund or credit, without interest, any tax penalty or interest erroneously, illegally or unconstitutionally collected or paid if application to the Comptroller for such refund shall be made within one year from the payment thereof. Whenever a refund is made by the Comptroller, he/she shall state the reason therefor in writing. Such application may be made by the occupant, operator or other person who has actually paid the tax. Such application may also be made by an operator who has collected and paid over such tax to the Comptroller, provided that the application is made within one year of the payment to the operator, but no actual refund of moneys shall be made to such operator until it shall first establish to the satisfaction of the Comptroller, under such regulations as the Comptroller may prescribe, that it has repaid to the occupant, or other person who has actually paid the tax, the amount for which the application for refund is made. The Comptroller may, in lieu of any refund required to be made, allow credit therefor on payments due or to become due from the applicant.
- B. Where any tax imposed hereunder shall have been erroneously, illegally or unconstitutionally collected and application for the refund thereof duly made to the Comptroller, and such Comptroller shall have made a determination denying such refund, such determination shall be reviewable by a proceeding under Article 78 of the Civil Practice Law and Rules; provided, however, that such proceeding is instituted within 30 days after the giving of the notice of such denial that a final determination of tax due was not previously made and that an undertaking is filed with the Comptroller in such amount and with such sureties as a Justice of the Supreme Court shall approve to the effect that if such proceeding be dismissed or the tax confirmed, the petitioner will pay all costs and charges which may accrue in the prosecution of such proceeding.
- C. A person shall not be entitled to a revision, refund or credit of a tax, interest or penalty which had been determined to be due pursuant to the provisions of §270-94 of this article where it has had a hearing or an opportunity for a hearing, as provided in said section, or has failed to avail itself of the remedies therein provided. No refund or credit shall be made of a tax, interest or penalty paid after a determination by the Comptroller made pursuant to § 270-94 of this article unless it be found that such determination was erroneous, illegal or unconstitutional or otherwise improper by the Comptroller after a hearing or on his/her own motion or in a proceeding under Article 78 of the Civil Practice Law and Rules, pursuant to the provisions of said section, in which event refund or credit without interest shall be made of the tax, interest or penalty found to have been overpaid.

§ 270-92. Reserves.

In cases where the occupant or operator has applied for a refund and has instituted a proceeding under Article 78 of the Civil Practice Law and Rules to review a determination adverse to him/her on his/her application for a refund, the Director of Finance shall have the option of crediting future tax payment to meet the cost of any settlement or judgments or, at his/her option, may, in the first instance, set up appropriate reserves to meet any decision adverse to the City.

§ 270-93. Remedies exclusive.

The remedies provided by §§ 270-89 and 270-91 of this article shall be the exclusive remedies available to any person for the review of tax liability imposed by this article, and no determination or proposed determination of tax or determination on any application for refund shall be enjoined or reviewed by an action for declaratory judgment, an action for money had and received or by any action or proceeding other than a proceeding in a nature of a certiorari proceeding under Article 78 of the Civil Practice Law and Rules; provided, however, that a taxpayer may proceed by declaratory judgment if he/she institutes suit within 30 days after a deficiency assessment is made and pays the amount of the deficiency assessment to the Comptroller prior to the institution of such suit and posts a bond for costs as provided in §270-88 of this article.

§ 270-94. Penalties for offenses; interest.

- A. Any person failing to file a return or to pay or pay over any tax to the Comptroller within in the time required by this article shall be subject to a penalty of 5% of the amount of the tax due, plus interest at the rate of 1% of such tax, for each month of delay, except the first month after such return was required to be filed or such tax became due. Such penalties and interest shall be paid and disposed of in the same manner as other revenues from this article. Unpaid penalties and interest may be enforced in the same manner as the tax imposed by this article.
- B. Any operator or occupant and any officer of an operator or occupant failing to file a return required by this article, or filing or causing to be filed or making or causing to be made or giving or causing to be given any return, certificate, affidavit, representation, information, testimony or statement required or authorized by this article which is willfully false, and any operator and any officer of a corporate operator willfully failing to file a bond required to be filed pursuant to § 270-88 of this article, or failing to file a registration certificate and such data in connection therewith as the Comptroller may by regulation or otherwise require, or failing to display or surrender the certificate of authority as required by this article or assigning or transferring such certificate of authority; and any operator or any officer of a corporate operator willfully failing to charge separately from the rent the tax herein imposed or willfully failing to state such tax separately on any evidence of occupancy and on any bill or statement or receipt of rent issued or employed by the operator or willfully failing or refusing to collect such tax from the occupant; any operator or any officer of a corporate operator who shall refer or cause reference to be made to this tax in a form or manner other than that required by this article, and any such person or operator failing to keep records

required by this article, shall, in addition to the penalties herein or elsewhere prescribed, be guilty of a misdemeanor, punishable by a fine of up to \$1,000.00, imprisonment for not more than one year, or both such fine and imprisonment. Officers of a corporate operator shall be personally liable for the tax collected or required to be collected by such corporation under this article and penalties and interest thereon and subject to the fines and imprisonment herein authorized.

- C. The certificate of the Comptroller to the effect that a tax has not been paid, that a return, bond or registration certificate has not been filed or that information has not been supplied pursuant to the provisions of this article shall be presumptive evidence thereof.

§ 270-95. Returns to be secret.

It shall be unlawful, except in accordance with proper judicial order or as otherwise provided to the fullest extent permitted by law, for the Comptroller or Comptroller's designee to divulge or make known in any manner the rents or other information relating to the business of a taxpayer contained in any return required under this article. The officers charged with the custody of such returns shall not be required to produce any of them or evidence of anything contained in them in any action or proceeding in any court, except on behalf of the Comptroller in an action or proceeding under the provisions of this article or on behalf of any party to any action or proceeding under the provisions of this article when the returns or facts shown thereby are directly involved in such action or proceeding, in either of which events the court may require the production of, and may admit in evidence, so much of said returns or of the facts shown thereby as are pertinent to the action or proceeding and no more. Nothing herein shall be construed to prohibit the delivery to a taxpayer or the taxpayer's duly authorized representative of a certified copy of any return filed in connection with his/her tax nor to prohibit the publication of statistics so classified to prevent the identification of particular returns and items thereof or the inspection by the Corporation Counsel or other legal representatives of the City or by the District Attorney of any county of the return of any taxpayer who shall bring action to set aside or review the tax based thereon, or against whom an action or proceeding has been instituted for the collection of a tax or penalty. Returns shall be preserved for three years and thereafter, until the Comptroller permits them to be destroyed.

§ 270-96. Notices; limitations of time.

- A. Any notice authorized or required under the provisions of this article may be given to the person to whom it is intended in a postpaid envelope addressed to such person at the address given in the last return filed by him/her pursuant to the provisions of this article or in any application made by him/her or, if no return has been filed or application made, then to such address as may be obtainable. The mailing of such notice shall be presumptive evidence of the receipt of the same by the person to whom addressed. Any period of time which is determined according to the provisions of this article by the giving of notice shall commence five days after the date of mailing of such notice.
- B. The provisions of the Civil Practice Law and Rules, or any other law relative to limitations of time for the enforcement of a civil remedy, shall not apply to any proceeding or action taken by the City to levy, appraise, assess, determine or enforce the collection of any tax or penalty provided by this article. However, except in the case of a willfully false, fraudulent

return with intent to evade the tax, no assessment of additional tax shall be made after the expiration of more than three years from the date of filing of a return; provided, however, that where no return has been filed as provided by law, the tax may be assessed at any time.

- C. Where, before expiration of the period prescribed herein for the assessment of an additional tax, a taxpayer has consented, in writing, that such period be extended, the amount of such additional tax due may be determined at any time within such extended period. The period so extended may be further extended by subsequent consents, in writing, made before the expiration of the extended period.

§ 270-97. Proceedings to recover tax.

Whenever any operator, any officer of a corporate operator, any occupant, or other person fails to collect and pay over any tax and/or penalty or interest as imposed by this article, the Corporation Counsel shall, at the request of the City Council, bring or cause to be brought an action to enforce the payment of the same on behalf of the City in any court of the State of New York or of any other state or of the United States. If, however, the Comptroller believes that any such operator, officer, occupant, or other person is about to cease business, leave the state, or remove or dissipate the assets out of which the tax or penalties might be satisfied, and that any such tax or penalty will not be paid when due, such tax or penalty may be declared to be immediately due and payable, and the Comptroller may issue a warrant immediately.

§ 270-98. General powers of the Director of Finance.

In addition to the powers granted in this article, the Director of Finance is hereby authorized and empowered to:

- A. Extend, for cause shown, the time of filing any return for a period not exceeding 30 days; and, for cause shown, to remit penalties, but not interest; and to compromise disputed claims in connection with the taxes hereby imposed;
- B. Request information from the Tax Commission of the State of New York or the Treasury Department of the United States relative to any person; and afford information to such Tax Commission or Treasury Department relative to any person, notwithstanding any other provision of this article;
- C. Delegate functions hereunder to the Comptroller;
- D. Prescribe methods for confirming the rents for occupancy and confirm the accuracy of information on the taxable and non-taxable rents;
- E. Require any operator within the City, if it is determined that adequate records are not being maintained, to keep detailed records of the nature and type of hotel maintained; nature and type of service rendered; number of rooms available and occupied; daily leases, occupancy contracts or arrangements; rents received, charged, and accrued; the names and addresses of the occupants; whether or not any occupancy is claimed to be subject to the tax imposed by this article; and to furnish such information at the request of the Director of Finance;
- F. Impose as a penalty upon any operator within the City any necessary cost of auditing services generated by discrepancies discovered, upon audit, in the records of the operator; and

- G. Make, adopt, and amend such other rules and regulations appropriate to the carrying out of this article and the purposes thereof as may be approved by the City Council of the City of Newburgh.

§ 270-99. Administration of oaths; compelling testimony.

- A. The Director of Finance, or employees or agent(s) duly designated and authorized, shall have the power to administer oaths and take affidavits in relation to any matter or proceeding in the exercise of their powers and duties under this article. The Director of Finance shall have power to subpoena and require the attendance of witnesses and the production of books, papers, and documents to secure information pertinent to the performance of the duties hereunder in the enforcement of this article and to examine them in relation thereto. The Director of Finance shall also have the power to issue commissions for the examination of witnesses who are out of the state, unable to attend, or who are excused from attendance.
- B. A Supreme Court Justice, either in court or in chambers, shall have the power to summarily enforce by proper proceedings the attendance and testimony of witnesses and the production and examination of books, papers, and documents called for by the subpoena of the Director of Finance under this article.
- C. Any subpoenaed person who refuses to testify or produce books or records, or who testifies falsely in any material matter pending before the Director of Finance under this article, shall be guilty of a misdemeanor, punishment for which shall be a fine of not more than \$1,000.00 or imprisonment for not more than one year, or both such fine and imprisonment.
- D. The officers who serve the summons or subpoena of the Director of Finance and witnesses attending in response thereto shall be entitled to the same fees as are allowed to officers and witnesses in civil cases in courts of record, except herein provided otherwise. Such officers shall be the City of Newburgh Police, or any officers or employees of the City designated to serve such process.

§ 270-100. Accounting and reporting of tax.

From time to time, but no less than quarterly each year, the Comptroller shall provide a report to the City Council, for its audit and review, of all actions taken pursuant to this article. The report shall contain a list of all certificates of registration filed or issued to any operator in the City of Newburgh and for each operator shall state the returns filed by all operators; the returns that have not been timely filed by any operator; the amount of tax determined to be payable by any operator; the tax paid and collected from any operator; any tax that may be due and owing or past due from any operator, and any enforcement action taken to collect any tax due under this article.

SECTION 3 - SEVERABILITY

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

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

SECTION 4 - CODIFICATION

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

SECTION 5 - VALIDITY

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

SECTION 6 - EFFECTIVE DATE

This Local Law and shall be effective immediately after the filing in the Office of the New York State Secretary of State in accordance with the provisions of New York State Municipal Home Rule Law.

RESOLUTION NO.: 9 - 2023

OF

JANUARY 23, 2023

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT WITH NSI CLEAN WORLDWIDE, INC. TO PROVIDE CUSTODIAL SERVICES FOR CITY OWNED BUILDINGS LOCATED AT 300 BROADWAY, 55 BROADWAY AND 123 GRAND STREET AT AN ANNUAL COST OF \$123,440.00

WHEREAS, the City of Newburgh issued Request for Proposals #23-22 seeking qualified vendors to provide custodial cleaning services to three City-owned buildings located at 300 Broadway, 55 Broadway and 123 Grand Street; and

WHEREAS, NSI Clean Worldwide, Inc. submitted a proposal and has been determined to be qualified to provide such custodial services; and

WHEREAS, the proposal provides for a one year contract at an annual total cost of \$123,440.00; and

WHEREAS, funding for the cost of the contract shall be derived from A.1620.448; and

WHEREAS, this Council has reviewed the attached proposal and has determined that executing a contract under the terms and conditions set forth therein is in the best interests of the City of Newburgh;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to execute the attached contract with the NSI Clean Worldwide, Inc. to provide custodial services for City-owned buildings located at 300 Broadway, 55 Broadway and 123 Grand Street for the period February 1, 2023 through January 31, 2024 at a total cost of \$123,440.00.

CITY OF NEWBURGH
Services Agreement

This agreement ("Agreement") is made and entered into this _____ day of _____, 2023, by and between the City of Newburgh, a municipal corporation, with an office address of 83 Broadway, Newburgh, New York 12550 ("City"), and NSI Services, Inc., with an office address of 70 Maple Drive, Middletown, New York 10941 ("Contractor").

WITNESSETH

WHEREAS, the City issued Request for Proposals #23-22 (the "RFP") seeking proposals from qualified and experienced vendors with the capability to provide custodial cleaning services to three City-owned buildings located at 300 Broadway, 55 Broadway and 123 Grand Street; and

WHEREAS, the City provided notification of the availability of the RFP in accordance with state and local requirements; and

WHEREAS, the RFP set forth the minimum administrative, technical, and cost requirements that a vendor needed to meet to be eligible for consideration to receive an award; and

WHEREAS, Contractor submitted a proposal in response to the RFP and has been determined to be qualified to provide such custodial cleaning services; and

WHEREAS, Contractor, in consideration of the terms and conditions herein, agrees to furnish labor, materials, and equipment, and to perform services work necessary to provide such custodial cleaning services herein after referred to as "Services".

WHEREAS, Contractor shall provide such Services as more fully described in this Contract, along with any schedules or exhibits, which are incorporated by reference and made part of this Agreement, as follows:

Schedule A – Scope of Work
Schedule B – Pricing and Frequency

WHEREAS, the term shall begin on February 1, 2023 after receipt of a fully-executed Agreement by Contractor the City.

WHEREAS, the basic services amount to be expended under this Agreement shall not exceed \$123,440.00, with payment being made in accordance with the terms and conditions set forth herein.

NOW, THEREFORE, In consideration of the statements and conditions herein, the City does hereby engage Contractor to perform the Services and Contractor does hereby agree to perform the Services described herein. The City and Contractor:

1. DEFINITIONS

The following terms as used in this Agreement are defined as follows:

- 1.1 Agreement: The Agreement executed by both the City and Contractor.
- 1.2 Additional Services: A written authorization for the emergency cleaning services and work beyond the itemized list of daily cleaning tasks for each building as provided by Section 2, Scope of Services.
- 1.3 City: The City of Newburgh.
- 1.4 Claimant's Certification form: Documentation, including but not limited to an invoice, providing cost of the work and Contractor's request for payment.
- 1.5 Contractor: The individual or entity represented who is identified on the signature line of the Agreement.
- 1.6 Contract: Same as Agreement.
- 1.7 Contract Documents: Requests for Proposals, Scope of Services, Cost Proposals, this Agreement, Bid Proposal Form, Notice to Contractors, bonds, and insurance certificates relative to the Services.
- 1.8 Principal(s): The individual(s) of the Contractor authorized its behalf to act as signatories to agreements for the Services.

2. SCOPE OF SERVICES

- 2.1 Contractor shall render all services and furnish all materials and equipment necessary to provide the City with the Services and deliverables more specifically described as the itemized list of daily cleaning tasks in **Schedule A** in a timely and professional manner.
- 2.2 Contractor shall ascertain the applicable practices of the City, New York State (including any relevant agencies thereto) and/or the United States of America (including any relevant agencies thereto), as applicable, before beginning any of the work. All work required under this Contract shall be performed in accordance with these practices and any special requirements as may be described in **Schedule A**.
- 2.3 Upon receipt of a fully executed Agreement from the City, Contractor shall commence and complete work and services consistent with the frequency described in **Schedule B**.

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- 2.4 Prior to the start of work and during the term of this Agreement, Contractor shall submit for approval by the City the names of any sub-contractor engaged by Contractor to perform work and the City's approval shall not be unreasonably withheld. Nothing in this Agreement shall create any contractual relationship between the City and any sub-contractor retained by the Contractor.
- 2.5 Contractor's performance of this Contract within the compensation provided shall be continuously reviewed in good faith by Contractor. Contractor shall notify the City of the results of those reviews in writing by submitting of a Cost Control Report to the City monthly or at such alternative interval described in **Schedule A**.
- 2.6 If Contractor believes that any work the Contractor has been directed to perform is beyond the Scope of Services as outlined in Section 2 and in the Agreement, and constitutes Additional Services, the Contractor shall promptly notify the City, in writing, of its objections prior to the commencement of the objected to work. The City shall review said objections in good faith and, in its sole discretion, decide whether such work is beyond the Scope of Services and in the Agreement generally, and constitutes Additional Services. If the City determines that such work does constitute Additional Services, the City shall provide extra compensation to the Contractor as provided for in Sections 3 and 4, below. In this instance, a change order or an amendment to the Agreement, providing the compensation and describing the work authorized, shall be prepared and issued by the City.

3. ADDITIONAL SERVICES

- 3.1 During the project, the City may elect to seek additional work that, in its discretion, is substantially beyond that required to be provided by Section 2 (Scope of Services). Such work shall be considered Additional Services.
- 3.2 Additional Services require pre-authorization in writing by the parties. When Additional Services are authorized and accepted, they shall be provided by the Contractor and shall be paid for by the City as provided in Section 4 (Compensation).

4. COMPENSATION

- 4.1 This Contract shall be deemed only executory to the extent of the monies available, and no liability shall be incurred by the City beyond the monies legally available for the purposes hereof.
- 4.2 Compensation for Contractor's Scope of Services shall be as indicated in **Schedule B**.
- 4.3 For satisfactory performance of the Services or, as Additional Services may be approved by mutual written agreement or change order, the City agrees to compensate Contractor accordance with the fees and expenses as stated in Schedule B, which is attached to and is part of this Agreement. Contractor shall submit to the City a City Claimant's Certification form with monthly itemized invoice for Services rendered

during the prior month, or as otherwise set forth in Schedule B, and prepared in such form and supported by such documents as the City may reasonably require. The City will pay the proper amounts due Contractor within sixty (60) days after receipt of a City Claimant's Certification form, and if the Claimant's Certification form is objectionable, will notify Contractor, in writing, of the City's reasons for objecting to all or any portion of the invoice submitted by Contractor.

- 4.4 At the conclusion of the term of this Agreement and the conclusion of any renewal term, the Contractor shall submit a final invoice for any remaining amounts due. This invoice shall be prominently identified as 'FINAL INVOICE'.
- 4.5 All subcontractors and subcontractors performing work on this project shall be bound by the same required contract provisions as the Contractor. All agreements between the Contractor and a subcontractor or other subcontractor shall include all standard required contract provisions, and such agreements shall be subject to review by the City.
- 4.6 Payment to Contractor is subject to the following audit rights of the City. All Claimant Certification forms or invoices presented for payment to be made hereunder, and the books, records and accounts upon which said Claimant's Certification forms or invoices are based are subject to audit by the City. Contractor shall submit any and all documentation and justification in support of expenditures or fees under this Agreement as may be required by the City so that it may evaluate the reasonableness of the charges, and Contractor shall make its records available to the City upon request. All books, Claimant's Certification forms, records, reports, cancelled checks and any and all similar material may be subject to periodic inspection, review and audit by the City, the State of New York, the federal government, and/or other persons duly authorized by the City. Such audits may include examination and review of the source and application of all funds whether from the City, State, the federal government, private sources or otherwise. Contractor shall not be entitled to any interim or final payment under this Agreement if any audit requirements and/or requests have not been satisfactorily met.

5. BOOKS AND RECORDS; RETENTION

- 5.1 Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (collectively called the "Records"). The Records must be kept for a minimum of six (6) years from the date of creation or three (3) years after final payment is remitted by the City, whichever is later. Any authorized representatives of the City, New York State, or Federal Government shall have access to the Records during normal business hours at an office of the Contractor within the State of New York or, a mutually agreeable reasonable venue within the State, for the term specified above for inspection, auditing, and copying.

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- 5.2 All technical data related to this Agreement that exists in the offices of the City or in the offices of the Contractor shall be made available to the other party to this Agreement upon written request and without expense to such other party.

6. TERM; TERMINATION

- 6.1 The term of this Agreement shall be for 1 year.
- 6.1.1 The Agreement shall commence on February 1, 2023 and shall terminate on January 31, 2023, unless sooner terminated pursuant to the provisions of this Article 6.
- 6.2 This Agreement may be extended and renewed for another one year term upon the mutual, written agreement of the parties hereto.
- 6.3 The City may, in writing and in accordance with the notice provision in Section 8 (Miscellaneous Provisions) terminate this Agreement in whole or in part at any time (i) for City's convenience, (ii) upon the failure of Contractor to comply with any of the terms or conditions of this agreement, or (iii) upon the Contractor becoming insolvent or bankrupt.
- 6.4 Either party may terminate this Agreement for cause by providing at least fifteen days' prior written notice to the other party, which notice shall include a list of deficiencies and the opportunity to cure the deficiencies within the fifteen-day period. Prior to terminating this Agreement, a Notice of Termination must be given in writing and in accordance with the notice provision in Section 8 (Miscellaneous Provisions).
- 6.5 In the event the City terminates this Agreement or the Contractor terminates this Agreement in accordance with Section 6.4, the City shall pay to the Contractor full payment for services performed and expenses incurred under this Agreement as of the effective date of the termination consistent with the provisions of Article 4 (Compensation).
- 6.6 The City may immediately cancel this Agreement on notice to Contractor if the City receives information that any work under this Agreement conflicts with the provisions of any applicable law establishing a Code of Ethics for Federal, State or City officers and employees.

7. INSURANCE AND RISK MANAGEMENT

- 7.1 The parties agree that Contractor, its agents, officers, and employees, in the performance of this Agreement, shall act in an independent capacity and not as officers, employees, or agents of the City.
- 7.2 Contractor agrees to hold harmless, defend, and indemnify the City, and the officers, agents, and employees of the City from all claims, damages, losses, causes of action and demands, and all costs and expenses incurred in connection therewith including, without limitation, reasonable attorney fees and costs of litigation and/or settlement, resulting from or in any manner arising out of or in connection with any negligent act

or omission or willful misconduct on the part of the Contractor, its officers, agents, and employees, in the performance of this Agreement. This provision shall survive the expiration or termination of this Agreement.

7.3 In the event that any claim is made or any action is brought against the City arising out of the negligence, fault, act, or omission of an employee, representative, subcontractor, assignee, or agent of Contractor either within or without the scope of his respective employment, representation, subcontract, assignment or agency, or arising out of Contractor's negligence, fault, act or omission, then the City shall have the right to withhold further payments hereunder for the purpose of set-off of sufficient sums to cover the said claim or action. The rights and remedies of the City provided for in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law. Contractor assumes the risk of and shall be responsible for, any loss or damage to City property, including property and equipment leased by the City, used in the performance of this Agreement and caused, either directly or indirectly by the acts, conduct, omissions or lack of good faith of Contractor, its officers, directors, members, partners, employees, representatives or assignees, or any person, firm, company, agent or others engaged by Contractor as an expert consultant specialist or subcontractor hereunder.

7.4 Contractor shall not commence work until the City has received evidence of the insurance required in this section and approved the same.

7.5 Contractor shall obtain the following policies and coverages. The insurance furnished by the Contractor under this section shall provide coverage in amounts not less than the following unless a different amount is stated herein:

7.5.1 Comprehensive or Commercial Form General Liability Insurance, on an occurrence basis, shall cover work done or to be done by or on behalf of the Contractor and shall provide insurance coverage for bodily injury, personal injury, property damage, and contractual liability. The aggregate limit shall apply separately to the work.

The minimum liability limits shall be as follows:

\$3,000,000	General Aggregate
\$1,000,000	Each Claim - combined single limit for bodily injury and property damage.

7.5.2 Business Automobile Liability Insurance, on an occurrence basis, shall cover owned, scheduled, hired, and non-owned automobiles used by or on behalf of the Contractor and shall provide insurance coverage for bodily injury, property damage, and contractual liability.

The minimum liability limits shall be as follows:

\$1,000,000 Each Accident - combined single limit for bodily injury and property damage.

7.5.3 Workers' Compensation Insurance, shall include Employer Liability limits of \$1,000,000 and other limits required under New York law.

7.5.4 Professional Liability Insurance (a/k/a Errors and Omissions insurance), if applicable, on an occurrence basis, shall cover work done or to be done by or on behalf of the Contractor and provide insurance for professional liability in the amount of \$1,000,000 each occurrence. At a minimum Contractor shall obtain and maintain professional liability insurance on a claims-made basis for no less than \$1,000,000 each claim and \$2,000,000 annual aggregate, and certification of coverage shall be submitted to the City upon signing of this Agreement. If the total contract amount exceeds \$1,000,000, the Contractor shall renew and keep such insurance in effect for at least ten (10) years after the recordation of the notice of completion.

7.5.5 Insurers shall be authorized in the State of New York to transact insurance and shall hold a current A.M. Best's rating of no less than A: VII or carrier acceptable to the City.

7.5.6 Contractor shall submit to the City certificates of insurance and endorsements to the policies of insurance required by the Agreement as evidence of the insurance coverage.

7.5.7 The scope of coverage and deductible shall be shown on the certificate of insurance.

7.5.8 The certificates of insurance and endorsements shall provide for no cancellation of coverage without thirty (30) days written notice to the City, and without ten (10) days' notice for non-payment of premium.

7.5.9 Renewal certifications shall be timely filed by the Contractor for coverage until the work is accepted as complete.

7.5.10 Contractor shall notify the City in writing of any material change in insurance coverage.

7.5.11 Insurance policies shall contain, or be endorsed to contain, the following provisions and/or endorsements:

7.5.11.1 For the general and automobile liability policies, the City of Newburgh, its officers, employees, representatives, volunteers, and agents shall be covered as additional insureds.

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- 7.5.11.2 For claims related to the work, Contractor's insurance coverage shall be primary insurance as respects the City of Newburgh, their officers, employees, representatives, volunteers, and agents. Insurance or self-insurance maintained by the City, their officers, employees, representatives, volunteers, and agents shall be in excess of the Contractor's insurance and shall not contribute with it.
- 7.5.11.3 Each insurance policy required by this section shall state that coverage shall not be canceled, except after thirty (30) days prior written notice by mail, return receipt requested, has been given to the City, ten (10) days' notice for non-payment of premium.
- 7.5.11.4 The City, their officers, employees, representatives, volunteers, and agents shall not by reason of their inclusion as additional insureds incur liability to the insurance carriers for payment of premiums for such insurance.
- 7.5.12 Any deductible under any policy of insurance required in this section shall be the Contractor's liability.
- 7.5.13 Acceptance of certificates of insurance by the City shall not limit the Contractor's liability under the Agreement.
- 7.5.14 If the City is damaged by the failure of Contractor to provide or maintain the required insurance, the Contractor shall pay the City for such damages.
- 7.5.15 Contractor's obligations to obtain and maintain required insurance are non-delegable duties under this Agreement.

8. MISCELLANEOUS

- 8.1 Contractor, in accordance with his status as an independent contractor, covenants and agrees that he will conduct himself consistent with such status, that he will neither hold himself out as, nor claim to be, an officer or employee of the City by reason hereof, and that he will not, by reason hereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the City, including but not limited to Worker's Compensation coverage, Unemployment Insurance benefits, Social Security coverage or Retirement membership or credit.
- 8.2 Contractor agrees to comply with all applicable Federal, State and City Civil Rights and Human Rights laws with reference to equal employment opportunities and the provision of services. In accordance with Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal Statutory and constitutional non-discrimination provisions, Contractor will not discriminate against any employee

or applicant for employment because of race, creed, color, sex, national origin, age, disability or marital status. Furthermore, Contractor agrees that neither it nor its sub-Contractors shall, by reason of race, creed, color, disability, sex or national origin; (a) discriminate in hiring against any citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this Agreement.

- 8.3 Contractor certifies compliance with providing a drug-free workplace.
- 8.4 Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working for the Contractor, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the City shall have the right to annul this Agreement without liability, or, in its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.
- 8.5 Contractor warrants that no officer or employee of the City of Newburgh has received, or shall receive, compensation from the Contractor or subcontractors for work performed in the execution of this Agreement, or for any architectural or engineering services, public or private, performed for the Contractor or its subcontractors.
- 8.6 This Agreement shall be binding on, and inure to the benefit of, the successors and permitted assigns of the parties.
- 8.7 Contractor may not assign, transfer, convey, sublet or otherwise dispose of the Agreement or its right, title or interest therein, or its power to execute such Agreement, to any other person, company or corporation, without written consent of the City. If this provision is violated, the City may revoke and annul the Agreement and the City shall be relieved from all liability and obligations thereunder to the person, company or corporation to whom the Contractor shall purport to assign, transfer, convey, sublet or otherwise dispose of the Agreement without such consent in writing of the City.
- 8.8 Notice for either party may be served by delivering it in writing via any form of United States Postal Service that contains a tracking number, or by Federal Express, or by United Parcel Service, to the respective party and address as shown on the Agreement page.

8.8.1 Notice served upon the City shall be delivered to:

City of Newburgh
attn.: City Comptroller
83 roadway
Newburgh, New York 12550

8.8.2 Notice served upon Contractor shall be delivered to:

NSI Services, Inc.
attn.: Henry Correa, CEO
70 Maple Drive
Middletown, NY 10941

- 8.9 In the event of any claims made or any actions brought against the City in connection with the Agreement, Contractor agrees to provide all information and assistance in the City's opinion that is reasonably necessary to defend such claim.
- 8.10 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.
- 8.11 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.
- 8.12 This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all other prior agreements and understandings, both written and oral, between the parties with respect to the subject matter hereof. Any changes to this Agreement may be amended by mutual consent of the parties hereto in writing.
- 8.13 This Agreement may be executed in any number of counterparts with the same effect as if all the signing parties had signed the same document. All counterparts shall be construed together and shall constitute the same instrument.
- 8.14 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.

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[Signature and Acknowledgment Pages to Follow]

Signature Page
Agreement for Contractor Services
City of Newburgh with NSI Services, Inc.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed in their respective names by their duly authorized representatives and their respective seals to be hereunder affixed, all as of the date above-written.

DATED: _____, 2023

CITY OF NEWBURGH

By: _____

Name: Todd Venning
Title: City Manager

DATED: _____, 2023

NSI SERVICES, INC.

By: _____

Name: [Print Name]
Title: [Print Title]

Regular Cleaning Schedule

	Police Department	Town Hall	Court and Jail
Days on Site	7 Days a week	Mon/Wed/Fri	Monday to Friday
Time	4-9 PM	4-9 PM	4 -9 PM
Number of Cleaners	2	2	2
Team leader on site	Daily	Daily	Daily
Buff Floors	Monthly	Monthly	Monthly
Grout Scrubbing Restrooms	Monthly	Monthly	Monthly
Strip and Wax Floors	Twice annually	Twice annually	Twice annually
Wash windows	Annually	Annually	Annually

An Itemized list of the daily cleaning tasks at each building:



POLICE DEPARTMENT -55 Broadway

7 Days a week: Daily

1. Collect and remove all **garbage**
2. Collect and stack all **newspaper** in carton in maintenance room
3. Empty and clean all **ashtrays and smoking urns**.
4. Wipe and disinfect all **desks and tables**.
5. Thoroughly wash and disinfect all **tables and counters** in the following:
 - a. Tour Commander's Area
 - b. Dispatch Area
 - c. Line-Up Room
 - d. Report Room
 - e. Lunch Room
 - f. Lobby Area
6. Thoroughly dust all **office furniture** such as chairs, desks, file cabinets, and bookshelves.
7. Dust **windowsills, ledges, and all flat surfaces**.
8. Thoroughly clean all **water coolers and drinking fountains**.
9. Thoroughly clean/disinfect **doors, doorframes, and light switches**
10. Thoroughly vacuum all **carpeted areas**
11. Clean all **glass partitions**
12. Mop and disinfect all **floors**
13. **Restrooms, Police Locker Rooms and Jail Cells**

- a. **Restock** supplies such as toilet paper, paper towels and hand soap
- b. Clean **wall and partitions**
- c. Clean all **commodes and urinals**
- d. Clean and polish all **sinks and metal fixtures**
- e. Polish all **mirrors**
- f. Clean the top of **lockers** in both male and female locker rooms
- g. Clean and disinfect **shower stalls** in male and female locker rooms.
- 14. **Cell Block Area – Male and Female (As needed basis)**
 - a. Scrub with a disinfectant and hose down
 - b. Scrub **commodes**
 - c. Scrub **bunks**
 - d. Scrub **bars** on all cells
- 15. **Holding Cell – Single Cell**
 - a. Wash down with disinfecting solution and dry
 - b. Disinfectant down **bars on cell**
- 16. Wash **floors**, giving special attention to the main corridor both downstairs and upstairs
- 17. Disinfect and clean **elevator floor**
- 18. **Dust high spots**, i.e. light fixtures, etc.
- 19. Clean glass **doors and interior glass partitions**.
- 20. Remove all fingerprints from the interior glass partitions
- 21. Clean edge of **stair risers**



Court House: 300 Broadway

5 Days a Week: Daily

- 1. Collect and remove all **garbage** from building
- 2. Collect and stack all **newspaper** cartons
- 3. Wipe clean all **desk and tables**
- 4. Dust office **furniture** such as chairs, desks, file cabinets, and book shelves
- 5. Dust **windowsills, ledges, and other flat surfaces**
- 6. Clean and disinfect **tables and counters** in lunchroom
- 7. Wipe down **water coolers**
- 8. Clean **doors, door frames, and light switches**
- 9. Vacuum all **carpeted areas**
- 10. Clean all **glass partitions**
- 11. Wash and polish interior of **elevator**
- 12. **Restrooms**

- a. **Restock** supplies such as toilet paper, paper towels, seat covers, and hand soap
 - b. Empty **trash** containers
 - c. Sweep and mop **floors** using disinfect detergent
 - d. Thoroughly clean/disinfect **commodes and urinals**.
 - e. Thoroughly clean/disinfect **sinks and polish metal fixtures**
 - f. Wipe down **mirrors**
 - g. Thoroughly dust **flat surfaces**.
13. **Jail-Holding Cells- Basement, (20+ Holding Cells)**
 Cell Block Area – Male and Female (As needed basis)
- a. Scrub with a disinfectant and hose down
 - b. Scrub commodes
 - c. Scrub bunks
 - d. Scrub bars on all cells
 - e. Wash down with disinfecting solution and dry
 - f. Dust Mop, Mop floors
 - g. wipe down door handles



OLD COURT HOUSE- 123 Grand

3 Days a week: Daily

- 1. Collect and remove all **trash** from building
- 2. Collect and stack all **newspaper** cartons.
- 3. Wipe clean all **desks and tables**
- 4. Dust office **furniture** such as chairs, desks, file cabinets, and bookshelves
- 5. Dust **windowsills, ledges, and other flat surfaces**.
- 6. Thoroughly clean **tables and counters** in lunchroom
- 7. Spot clean **water coolers**
- 8. Daily clean **doors, doors frames, and light switches**
- 9. Sweep and mop **lunchroom and supervisors' area**
- 10. Clean edge of **stair risers**
- 11. Spray and buff **tile floors**
- 12. **Dust high spots**, i.e., light fixtures etc.
- 13. Vacuum **carpeted areas** daily.
- 14. **Restrooms**
 - a. **Restock** supplies such as toilet paper, paper towels, seat covers, and hand soap
 - b. Empty **trash** containers
 - c. Sweep and mop **floors** using disinfect detergent
 - d. Thoroughly clean/disinfect **commodes and urinals**.
 - e. Thoroughly clean/disinfect **sinks and polish metal fixtures**
 - f. Wipe down **mirrors**
 - g. Thoroughly dust **flat surfaces**.

Additional Emergency Cleaning Service for Jail

We are local and can get there in less than an hour!

We will provide emergency cleanups at the jail when needed. These emergency cleanups are for any mess, including biohazards: vomit, blood, or others.

This additional cost is \$50 per hour with an average cleanup of 5 hours for approximately \$250 per clean up call

Pricing:

Building	Cost
Police Department-55 Broadway Sat/Sun included (7 days a week)	\$48,240 = 12 months
Old Court House-123 Grand 3 days per week	\$25,400 = 12 months
Court House- 300 Broadway 5 days per week	\$49,800 = 12 months
Total Annually	\$123,440 (plus emergency cleans @\$50/hour)

NO	BID SECURITY
NO	BID DEPOSIT
NO	PERFORMANCE BONDS
YES	PREVAILING WAGE
YES	CERFIED PAYROLL
YES	INSURANCE, WORKERS COMP, AUTOMOBILE LIABILITY, COMMERICAL/ GENERAL LIABILITY 2million- 5 million

DEEP CLEANING – INITIAL CLEANING

Police: 55 Broadway (2 Days)

Court house: 123 Grand (3 Days)

Old Court house: 300 Broadway (2 Days)

Please have staff pack up all papers from desk –

Deep cleaning will include:

NSI will not be responsible for moving heavy items, such as desks, book cases, loaded tables, file cabinets, etc., or files, magazines, papers, boxes, etc. stacked on floor, to provide the custodial services described herein. However, the custodial contractor is expected to move chairs, conference tables, kitchen and folding tables, chair mats, trash cans, recycle containers, plants and plant stands, etc.

Carpets and rugs shall be clean and free from dust balls, dirt, gum, grease, tar, and other debris. The custodial contractor shall use appropriately sized and compatible vacuuming equipment. The finished area shall have a uniform appearance

Hallways, Lobby and Offices – tables, desks, chairs, furniture, keyboard, telephones, walls, door handles, light switches, lights, dusting, top to bottom, disinfectant,

Kitchen- stove, sinks, refrigerator, lights, walls, interior/exterior cabinets, microwave, dishwasher

Restroom- toilets, sinks, doors, walls, lights, handles, top to bottom. Scrub bathrooms floors and remove dirt and add 2 layers of sealer.

All windows, door panels, partitions, and mirrors, including metal, fiberglass, or wood trim, ledges, blinds, and sills shall be clean and free of dirt, smudges, marks, spots, spider webs, dust, and stains. The finished windows, door panels, partitions, and mirrors shall have a uniform luster and appearance.

All visible dust shall be removed using appropriate and compatible cleaners and dusting equipment. There shall be no dust streaks. Corners, crevices, molding, and ledges shall be free of all dust. There shall be no oils, spots, or smudges on dusted surfaces caused

by dusting equipment. The finished windows, door panels, partitions, and mirrors shall have a uniform luster and appearance.

All dirt, dust, water stains, spots, streaks, and smudges shall be removed by damp wiping using an appropriate cleaning solution and wiping cloth, sponges, or other appropriate cleaning device. The finished windows, door panels, partitions, and mirrors shall have a uniform luster and appearance.

All blinds shall be clean and free of dirt, smudges, marks, spots, spider webs, dust, and stains. All visible dust shall be removed using appropriate and compatible cleaners and dusting equipment. There shall be no dust streaks. Corners, crevices, trim, molding, and ledges shall be free of all dust. There shall be no oils, spots, or smudges on the dusted surfaces caused by dusting equipment. The finished blinds shall have a uniform appearance.

Sinks, faucets, counter tops, tables, cabinets, etc.) shall be clean and bright. Miscellaneous fixtures shall be cleaned using appropriate disinfectant cleaners and appropriate cleaning equipment. There shall be no dust, spots, stains, rust, green mold, scale, excess moisture, or excess cleaning solution residue. There shall be no streaks or skipped areas. The finished areas shall have a uniform luster and appearance.

Drinking fountains, the porcelain or stainless steel surfaces shall be clean and bright. They shall be free of dust, spots, stains, and streaks. Fountains shall be kept free of trash, ink, coffee grounds, etc. Nozzles shall be free from encrustation or scales. The finished areas shall have a uniform luster and appearance.

Building areas shall be free of all paper, trash, empty bottles, and other discarded materials.

Cleaning wastebaskets and trash receptacles waste baskets and trash receptacles shall be free of debris and residue. Plastic liners shall be changed each time they are emptied.

Vinyl Tile, Vinyl, Ceramic Tile, Stone or Slate Tile, Painted Concrete or Concrete, and Applied Flooring

All dirt, mud, grime, crusted material, debris, gum, grease, tar, trash, etc., shall be removed from floors by sweeping or dust mopping using appropriate equipment. All corners, thresholds, and baseboards shall be clean of such material. Floor shall have no skipped areas. The finished area shall have a uniform appearance.

Smudges, stains, marks, gum, grease, tar, or similar spots shall be removed without causing discoloration using appropriate and compatible cleaners, solvents, and cleaning equipment. Floors shall have no skipped areas. The finished area shall have a uniform luster.

Floors shall be appropriately swept and dust mopped prior to wet mopping. Floors shall be wet mopped using appropriate disinfectant chemical cleaners followed by damp mopping with water to remove any residue. Floors shall be free of streaks, mop strand marks, and skipped

Restore Floors to its original look

Strip floors and scrub remove old wax, mop floors with a neutral cleaner add 1 layer of sealer. Add 5 layers of high gloss wax

Carpet Cleaning – Broadloom and Carpet Tile

Pre spray high traffic areas with a neutral PH (Helps to maintain color of the carpet and lifetime of the carpet)

Carpet to be cleaned using steam extraction method with 95% water extraction by the extractor at 500 P.S.I. NSI shall provide turbo-blower to 100%.

Prior to cleaning, NSI shall apply spot remover pre-conditioner to spots and a heavy duty traffic lane cleaner to generally soiled areas.

When necessary to move furniture before cleaning a carpet, it is imperative that this furniture be returned to the same area from which it was removed. File cabinets to have traffic lane paper placed under them, trimmed to fit. All other furniture to have furniture tabs under them. NSI will remove the furniture.

Window Cleaning-

Interior and Exterior

1. All work is to be done in first class manner and all necessary materials and equipment are to be supplied by NSI. Contractor's service personnel shall be in uniform and carry proper identification.

2. Pole washing and drying is not acceptable. All windows must be hand washed, squeegeed and wiped.

All regular screens, security screens and all storm windows shall be removed and replaced by the contractor. Contractor shall coordinate the receiving of proper security screen keys with Buildings & Grounds. If windows or screens are damaged or should fall from window frame any time after being cleaned, the contractor shall be responsible for cost of repairs.

All storm doors or storm windows are to be considered part of the door and window units and are to be cleaned.

All glass showing paint, tar or other foreign material not removed by regular washing shall be scrapped.

A Safety Material Data Sheet (MSDS) for chemical used to clean the window shall be provided to the Building Service Department and Safety Department prior to start of service.

NSI shall report any window screen defects, missing pins, broken glass, torn screens or any other damages to their Building Service contact person immediately.

WORK HOURS:

City Of Newburgh - Most routine service will be scheduled after regular staff hours. Monday through Friday. It is assumed part of the crews can start at 4:00pm.

Unless it is at the convenience of the city of Newburgh, no work is to be performed on County holidays. The following holidays are observed by Ontario County: New Year's Day, Martin Luther King Day, President's Day, Memorial Day, Fourth of July, Labor Day, Indigenous People Day, Veterans Day, Thanksgiving Day, Christmas Day.

PRICING AND INVOICES

The contractor will provide a MONTHLY PRICE for each facility for all tasks performed on a regular basis, including all daily, weekly and monthly tasks.

The contractor shall invoice separately for each location.

Invoices shall be sent on a monthly basis.

Each invoice shall show a break-down of the specific prices as listed above.

Each invoice shall be accompanied by certified payrolls for all employees utilized in the work.

Contract Start Date

Jan 1 2023 – Jan 1 2024

Optional to renew 5 years

Regular Cleaning Schedule



	Police Department	Old Court House	Court and Jail
Days on Site	7 Days a week	Mon/Wed/Fri	Monday to Friday
Time	4-9 PM	4-9 PM	4 -9 PM
Number of Cleaners	2	2	2
Team leader on site	Daily	Daily	Daily
Buff Floors	Monthly	Monthly	Monthly
Strip and Wax Floors	Twice annually	Twice annually	Twice annually
Wash windows	Annually	Annually	Annually
Grout Scrubbing Restrooms	Monthly	Monthly	Monthly

Additional Service for Jail

We will provide emergency cleanups at the jail when needed. These emergency cleanups are for any mess, including biohazards: vomit, blood, or others.

WE ARE LOCAL WE CAN GET THERE IN LESS THAN 1 HOUR

Pricing:

Pricing for this scope of work will be itemized after our site inspection to determine the specific needs of your premises and people. All our jobs are customized, so you only pay for what you need. We look forward to scheduling that meeting.

Police Dept- 55 Broadway Saturday/Sunday Included 7 Days	\$48,240 =12 MONTH
Old Court House- 123 Grand 3 Days	\$25,400=12 MONTH
COURT HOUSE- 300 Broadway 5 Days	\$49,800=12 MONTH
Total:	\$123,440=1 YEAR

Regular Cleaning Schedule

	Police Department	Town Hall	Court and Jail
Days on Site	7 Days a week	Mon/Wed/Fri	Monday to Friday
Time	4-9 PM	4-9 PM	4 -9 PM
Number of Cleaners	2	2	2
Team leader on site	Daily	Daily	Daily
Buff Floors	Monthly	Monthly	Monthly
Grout Scrubbing Restrooms	Monthly	Monthly	Monthly
Strip and Wax Floors	Twice annually	Twice annually	Twice annually
Wash windows	Annually	Annually	Annually

An Itemized list of the daily cleaning tasks at each building:



POLICE DEPARTMENT -55 Broadway

7 Days a week: Daily

1. Collect and remove all **garbage**
2. Collect and stack all **newspaper** in carton in maintenance room
3. Empty and clean all **ashtrays and smoking urns**.
4. Wipe and disinfect all **desks and tables**.
5. Thoroughly wash and disinfect all **tables and counters** in the following:
 - a. Tour Commander's Area
 - b. Dispatch Area
 - c. Line-Up Room
 - d. Report Room
 - e. Lunch Room
 - f. Lobby Area
6. Thoroughly dust all **office furniture** such as chairs, desks, file cabinets, and bookshelves.
7. Dust **windowsills, ledges, and all flat surfaces**.
8. Thoroughly clean all **water coolers and drinking fountains**.
9. Thoroughly clean/disinfect **doors, doorframes, and light switches**
10. Thoroughly vacuum all **carpeted areas**
11. Clean all **glass partitions**
12. Mop and disinfect all **floors**
13. **Restrooms, Police Locker Rooms and Jail Cells**

- a. **Restock** supplies such as toilet paper, paper towels and hand soap
- b. Clean **wall and partitions**
- c. Clean all **commodes and urinals**
- d. Clean and polish all **sinks and metal fixtures**
- e. Polish all **mirrors**
- f. Clean the top of **lockers** in both male and female locker rooms
- g. Clean and disinfect **shower stalls** in male and female locker rooms.
- 14. **Cell Block Area – Male and Female (As needed basis)**
 - a. Scrub with a disinfectant and hose down
 - b. Scrub **commodes**
 - c. Scrub **bunks**
 - d. Scrub **bars** on all cells
- 15. **Holding Cell – Single Cell**
 - a. Wash down with disinfecting solution and dry
 - b. Disinfectant down **bars on cell**
- 16. Wash **floors**, giving special attention to the main corridor both downstairs and upstairs
- 17. Disinfect and clean **elevator floor**
- 18. **Dust high spots**, i.e. light fixtures, etc.
- 19. Clean glass **doors and interior glass partitions**.
- 20. Remove all fingerprints from the interior glass partitions
- 21. Clean edge of **stair risers**



Court House: 300 Broadway

5 Days a Week: Daily

- 1. Collect and remove all **garbage** from building
- 2. Collect and stack all **newspaper** cartons
- 3. Wipe clean all **desk and tables**
- 4. Dust office **furniture** such as chairs, desks, file cabinets, and book shelves
- 5. Dust **windowsills, ledges, and other flat surfaces**
- 6. Clean and disinfect **tables and counters** in lunchroom
- 7. Wipe down **water coolers**
- 8. Clean **doors, door frames, and light switches**
- 9. Vacuum all **carpeted areas**
- 10. Clean all **glass partitions**
- 11. Wash and polish interior of **elevator**
- 12. **Restrooms**

- a. **Restock** supplies such as toilet paper, paper towels, seat covers, and hand soap
- b. Empty **trash** containers
- c. Sweep and mop **floors** using disinfect detergent
- d. Thoroughly clean/disinfect **commodes and urinals**.
- e. Thoroughly clean/disinfect **sinks and polish metal fixtures**
- f. Wipe down **mirrors**
- g. Thoroughly dust **flat surfaces**.

13. Jail-Holding Cells- Basement, (20+ Holding Cells)

Cell Block Area – Male and Female (As needed basis)

- a. Scrub with a disinfectant and hose down
- b. Scrub commodes
- c. Scrub bunks
- d. Scrub bars on all cells
- e. Wash down with disinfecting solution and dry
- f. Dust Mop, Mop floors
- g. wipe down door handles



OLD COURT HOUSE- 123 Grand

3 Days a week: Daily

- 1. Collect and remove all **trash** from building
- 2. Collect and stack all **newspaper** cartons.
- 3. Wipe clean all **desks and tables**
- 4. Dust office **furniture** such as chairs, desks, file cabinets, and bookshelves
- 5. Dust **windowsills, ledges, and other flat surfaces**.
- 6. Thoroughly clean **tables and counters** in lunchroom
- 7. Spot clean **water coolers**
- 8. Daily clean **doors, doors frames, and light switches**
- 9. Sweep and mop **lunchroom and supervisors' area**
- 10. Clean edge of **stair risers**
- 11. Spray and buff **tile floors**
- 12. **Dust high spots**, i.e., light fixtures etc.
- 13. Vacuum **carpeted areas** daily.
- 14. **Restrooms**
 - a. **Restock** supplies such as toilet paper, paper towels, seat covers, and hand soap
 - b. Empty **trash** containers
 - c. Sweep and mop **floors** using disinfect detergent
 - d. Thoroughly clean/disinfect **commodes and urinals**.
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Building	Cost
Police Department-55 Broadway Sat/Sun included (7 days a week)	\$48,240 = 12 months
Old Court House-123 Grand 3 days per week	\$25,400 = 12 months
Court House- 300 Broadway 5 days per week	\$49,800 = 12 months
Total Annually	\$123,440 (plus emergency cleans @\$50/hour)

NO	BID SECURITY
NO	BID DEPOSIT
NO	PERFORMANCE BONDS
YES	PREVAILING WAGE
YES	CERFIED PAYROLL
YES	INSURANCE, WORKERS COMP, AUTOMOBILE LIABILITY, COMMERICAL/ GENERAL LIABILITY 2million- 5 million

DEEP CLEANING – INITIAL CLEANING

Police: 55 Broadway (2 Days)

Court house: 123 Grand (3 Days)

Old Court house: 300 Broadway (2 Days)

Please have staff pack up all papers from desk –

Deep cleaning will include:

NSI will not be responsible for moving heavy items, such as desks, book cases, loaded tables, file cabinets, etc., or files, magazines, papers, boxes, etc. stacked on floor, to provide the custodial services described herein. However, the custodial contractor is expected to move chairs, conference tables, kitchen and folding tables, chair mats, trash cans, recycle containers, plants and plant stands, etc.

Carpets and rugs shall be clean and free from dust balls, dirt, gum, grease, tar, and other debris. The custodial contractor shall use appropriately sized and compatible vacuuming equipment. The finished area shall have a uniform appearance

Hallways, Lobby and Offices – tables, desks, chairs, furniture, keyboard, telephones, walls, door handles, light switches, lights, dusting, top to bottom, disinfectant,

Kitchen- stove, sinks, refrigerator, lights, walls, interior/exterior cabinets, microwave, dishwasher

Restroom- toilets, sinks, doors, walls, lights, handles, top to bottom. Scrub bathrooms floors and remove dirt and add 2 layers of sealer.

All windows, door panels, partitions, and mirrors, including metal, fiberglass, or wood trim, ledges, blinds, and sills shall be clean and free of dirt, smudges, marks, spots, spider webs, dust, and stains. The finished windows, door panels, partitions, and mirrors shall have a uniform luster and appearance.

All visible dust shall be removed using appropriate and compatible cleaners and dusting equipment. There shall be no dust streaks. Corners, crevices, molding, and ledges shall be free of all dust. There shall be no oils, spots, or smudges on dusted surfaces caused

by dusting equipment. The finished windows, door panels, partitions, and mirrors shall have a uniform luster and appearance.

All dirt, dust, water stains, spots, streaks, and smudges shall be removed by damp wiping using an appropriate cleaning solution and wiping cloth, sponges, or other appropriate cleaning device. The finished windows, door panels, partitions, and mirrors shall have a uniform luster and appearance.

All blinds shall be clean and free of dirt, smudges, marks, spots, spider webs, dust, and stains. All visible dust shall be removed using appropriate and compatible cleaners and dusting equipment. There shall be no dust streaks. Corners, crevices, trim, molding, and ledges shall be free of all dust. There shall be no oils, spots, or smudges on the dusted surfaces caused by dusting equipment. The finished blinds shall have a uniform appearance.

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Building areas shall be free of all paper, trash, empty bottles, and other discarded materials.

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Vinyl Tile, Vinyl, Ceramic Tile, Stone or Slate Tile, Painted Concrete or Concrete, and Applied Flooring

All dirt, mud, grime, crusted material, debris, gum, grease, tar, trash, etc., shall be removed from floors by sweeping or dust mopping using appropriate equipment. All corners, thresholds, and baseboards shall be clean of such material. Floor shall have no skipped areas. The finished area shall have a uniform appearance.

Smudges, stains, marks, gum, grease, tar, or similar spots shall be removed without causing discoloration using appropriate and compatible cleaners, solvents, and cleaning equipment. Floors shall have no skipped areas. The finished area shall have a uniform luster.

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Window Cleaning-

Interior and Exterior

1. All work is to be done in first class manner and all necessary materials and equipment are to be supplied by NSI. Contractor's service personnel shall be in uniform and carry proper identification.

2. Pole washing and drying is not acceptable. All windows must be hand washed, squeegeed and wiped.

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All glass showing paint, tar or other foreign material not removed by regular washing shall be scrapped.

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NSI shall report any window screen defects, missing pins, broken glass, torn screens or any other damages to their Building Service contact person immediately.

WORK HOURS:

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Contract Start Date

Jan 1 2023 – Jan 1 2024

Optional to renew 5 years



NSI
SERVICES INC

CLEANING

City of Newburgh



Thank you so much for allowing me to visit the City of Newburgh buildings. As we discussed during the walk-through, NSI Clean can bring all three buildings back to a professional, clean, germ-free environment for your staff and residents.

Your buildings' presentation is how your residents perceive your services to the community. Additionally, staff feels appreciated and respected when their workplace is maintained and clean.

Please see our detailed scope of work below, which includes the three steps.

1. Deep clean of each building to start over with a germ-free and clean baseline.
2. Repair any cosmetic issues.
3. Continue cleaning weekly for a clean and professional appearance.

I am happy to do a complete walk-through of each building with Mike from the Department of Public Works, Robert, and Police Chief. This will detail exactly what we plan to do so there is a meeting of the minds on what we think needs to be done and what your budget will allow.

We are proud to have previously worked with the City of Newburgh and look forward to an ongoing opportunity to serve your community.

Please don't hesitate to contact me. I am happy to answer any questions. Our phones are open 24/7 for your convenience.

Kind regards,

Henry Correa, Owner
NSI



Renovations, repairs, and maintenance on your building(s) can be done cost-effectively without impacting your day-to-day operations. However, it must be done by a trusted partner company that cares about your bottom line as much as you do.

Do not let fear cause you to make decisions too quickly, and work with a contractor who is simply playing on your fears. Do your due diligence and make a smart financial decision.

As CEO, I will be the contact person authorized to make representations and communicate on behalf of NSI Inc regarding maintenance and improvement to your facility. In addition, I am available to answer any questions pertaining to it.

Henry Correa

Founder, CEO

☎ 914.649.0030 ✉ nsiclean1@gmail.com

📍 70 Maple Drive – Middletown NY 10941



NSI Service Inc. is so confident of our services that we guarantee your satisfaction with us. All our professional specialists are thoroughly trained in each job and have successfully completed all the necessary safety training (OSHA) involved.

We have specialized teams for all our services: roofing, cleaning, painting, flooring and more. Each team is expressly trained to work within its specialty. Like you, we appreciate the attention to detail by using service industry specialists who are trained and knowledgeable on the most recent materials and removal/installation procedures.



Additionally, **we have implemented new COVID training for our teams** to allow you to offer your customers and **staff a 99.99% germ free, COVID safe environment.**

When within 6 feet of your customers or staff we will wear masks and provide a safe environment for all.

NSI Service Inc., we combine up-front preparation and training with strong management and direction to ensure a smooth and successful job from beginning to end. Because maintenance and repair can be costly for businesses, our honest evaluation of your concerns and needs is of utmost importance. If we encounter any surprises once we begin work, we are transparent, honest, and offer all the options so you may make a decision that is in the best interest of your company.

We believe that teamwork is crucial, so we maintain relationships with the management of each company we work with to ensure that there is always an open, 24/7 line of communication. Because of this open communication, problems rarely occur; however, if a problem ever does occur, our team can be out within 24 hours to fix the problem – guaranteed.

We look forward to the opportunity of becoming a trusted and valued partner in improving and maintaining the safety of your properties and enhancing your brand to show your customers that you pay attention to details and keep them safe.



Our Mission is simple

We deliver cost effective and responsible building services so you can stay open
SAFELY

We are proud of our services and teams.

Our attention to detail and customer service are impeccable. While you don't need all these services, below is a list of all our specially trained teams. We value and appreciate return customers. If you are happy with our work, please use NSI teams again, and you'll know you're in good hands.



**Office cleaning
and janitorial**



Floor stripping



Day Porter



**Post construction
cleaning**



Mold Remediation



Disinfection



We chose to offer multiple services after many years in business because our clients asked us to. They know us, like us, and trust us, so they want to use NSI Services for all their building, renovating, and cleaning needs.

We service all these areas because trust is essential in our industry, and our clients want to know that they have hired someone who will do the job right. Therefore, we diligently interview our teams for each skill set to guarantee you are receiving the best services in the industry at the best prices available.

What Choose NSI Services?



Insured and bonded



Immediate scheduling



Profesional-grade products and tools



All technicians are thoroughly protected in PPE approved gear for safety



One point of contact to make communication easier



Our brand is built on quality, reputation, and outstanding service. You deserve nothing less



Our attention to detail is second to none



What Makes Us Different?



Discrete



Flexible



Responsive



Honest



Secure



Preventive

What Makes NSI Different?



✗ Industry Problems

Many companies offer less than stellar work.

New companies come around to cut corners

Do not guarantee work or honor warranties

Cut corners to save money

Communication is difficult



✓ NSI Solutions

NSI Clients typically **rate us 5 stars.**

We've been in the area **for years.**

We uphold our quality of work and will return, if necessary.

We only use excellent quality supplies and teams.

Our CEO is your one point of contact so you always know who to call.



NSI Service Inc. will:



- ✓ Provide and maintain all necessary equipment inclusive of tools and supplies.
- ✓ Comply with current regulations and proven procedures pertaining to all work performed at the customer's location.
- ✓ Assign adequate personnel and supervision to ensure the highest quality service.
- ✓ Inspect each service to guarantee our services.
- ✓ We offer 24/7 support.
- ✓ Our sponsorships from governmental agencies like US Dept of Agriculture, GSA, and SBA shows we are honest and reliable.

Our 7-Step Quality Assurance Program

1. Evaluation of property needs
2. Sealing of the work area
3. Material delivered to job site
4. Clearing and protecting the area to prevent damage to other property and assets
5. Building or remediation process
6. Cleaning up the entire property
7. Final inspection of work





Staff Requirements:

- ✓ All our staff are background checked
- ✓ We provide stellar training, including COVID cleaning
- ✓ Sign-in sheets to ensure accurate invoicing
- ✓ We provide daily checklists so you can see everything was done according to your standards.

Scope of Work:

After visiting your buildings, we have included the following work plans in this proposal. Repairs will occur first so that the rooms, from the floor to the ceiling, are in like-new condition. Once those repairs are done, we can ensure that cleaning maintains the look and feel of a professional and germ-free environment.

The scope of work is for all three buildings: Police Department, Town Hall, Court, and Jail.

Pre Cleaning Work

1. All three buildings will receive a deep clean to remove dirt, grime, mold, or any substance preventing the facilities from looking fresh and new.
2. Once that deep cleaning is completed, we can repair dingy or broken items.
3. The bathrooms appear run down, and the lack of crisp appearance needs to be corrected. If these areas are not improved, it doesn't matter how clean the bathroom is; it will not appear clean and disinfected.
 - a. We will strip the floors and restore them with 1 layer of sealer and five layers of high gloss wax, leaving a fresh shiny look with no dull or dingy spots.
 - b. The cove base will be glued entirely down so no gaps can collect dirt.
 - c. Lime stains inside the toilet will be removed to return the toilets to a clean, shiny appearance.
 - d. The toilet dispenser will be replaced free of charge to ensure clean toilet paper and a tidy look.

Regular Cleaning Schedule



	Police Department	Old Court House	Court and Jail
Days on Site	7 Days a week	Mon/Wed/Fri	Monday to Friday
Time	4-9 PM	4-9 PM	4 -9 PM
Number of Cleaners	2	2	2
Team leader on site	Daily	Daily	Daily
Buff Floors	Monthly	Monthly	Monthly
Strip and Wax Floors	Twice annually	Twice annually	Twice annually
Wash windows	Annually	Annually	Annually
Grout Scrubbing Restrooms	Monthly	Monthly	Monthly

Additional Service for Jail

We will provide emergency cleanups at the jail when needed. These emergency cleanups are for any mess, including biohazards: vomit, blood, or others.

WE ARE LOCAL WE CAN GET THERE IN LESS THAN 1 HOUR

Pricing:

Pricing for this scope of work will be itemized after our site inspection to determine the specific needs of your premises and people. All our jobs are customized, so you only pay for what you need. We look forward to scheduling that meeting.

Police Dept- 55 Broadway Saturday/Sunday Included 7 Days	\$48,240 =12 MONTH
Old Court House- 123 Grand 3 Days	\$25,400=12 MONTH
COURT HOUSE- 300 Broadway 5 Days	\$49,800=12 MONTH
Total:	\$123,440=1 YEAR

Terms and Conditions

Pricing for any scope of work will be itemized after our site inspection to determine the specific needs of your premises and people. All our jobs are customized, so you only pay for what you need.

NSI Service Inc. will provide **all insurance required by law** and shall maintain the same in force.

- 1 Comprehensive General Liability
- 2 Property. Damage.
- 3 Workers' Compensation.
- 4 OSHA compliant.
- 5 All our crews are bonded.

Nothing **is more important than the safety of your staff and visitors and how your work environment represents your brand.**

We know it's impossible to make a new first impression, so our clients choose NSI. We leave your buildings (both during our work and after) in a safe condition that shows your clients you care about them. People like to do business with a company that pays attention to details.

Your expertise is business. Ours is to help you maintain your building in a way that saves you money later. As our mission says, it is our job to protect you, your staff, your visitors, and your environment!

Contact **Henry at nsiclean1@gmail.com or 914.649.0030** to schedule a building inspection to plan for and budget any upcoming repairs. **This is a FREE** analysis to help you budget and avoid surprises later!



Restrooms

- | | | |
|-----------|------------------|--------------------------|
| ✓ toilet | ✓ faucets | ✓ Hand towel dispenser |
| ✓ sinks | ✓ door handle | ✓ mirror |
| ✓ urinals | ✓ Bathroom wall | ✓ toilet paper dispenser |
| ✓ showers | ✓ Soap dispenser | ✓ mop |

Offices/Common Areas

- | | | |
|---------------------|--------------------|--------------------|
| ✓ Vents | ✓ Dusting high/low | ✓ Underneath Desks |
| ✓ Ceiling Fans | ✓ Telephone | ✓ Chairs |
| ✓ Door handles | ✓ Keyboard/Mouse | ✓ Desk surface |
| ✓ Light switch | ✓ Trash Cans | ✓ Vacuum / mop |
| ✓ Cove base/molding | ✓ Draws exterior | |

Kitchen

- | | | |
|---------------------|----------------|--------------|
| ✓ Exterior cabinets | ✓ microwave | ✓ stove oven |
| ✓ Sink | ✓ stove top | ✓ mop |
| ✓ faucets | ✓ door handles | ✓ vacuum |
| ✓ countertops | ✓ door | ✓ dust |
| ✓ fridge | ✓ dishwasher | |

NSI will include all cleaning equipment and supplies:

(Vacuums, mops. Mop bucket, dusting, rags, toilet brush, chemicals, MSDS sheets, slip fall signs, large garbage can with wheels, brooms, dust mops, Time in sheets.



Restrooms

- | | | |
|-----------|------------------|--------------------------|
| ✓ toilet | ✓ faucets | ✓ Hand towel dispenser |
| ✓ sinks | ✓ door handle | ✓ mirror |
| ✓ urinals | ✓ Bathroom wall | ✓ toilet paper dispenser |
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Kitchen

- | | | |
|---------------------|----------------|--------------|
| ✓ Exterior cabinets | ✓ microwave | ✓ stove oven |
| ✓ Sink | ✓ stove top | ✓ mop |
| ✓ faucets | ✓ door handles | ✓ vacuum |
| ✓ countertops | ✓ door | ✓ dust |
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(Vacuums, mops. Mop bucket, dusting, rags, toilet brush, chemicals, MSDS sheets, slip fall signs, large garbage can with wheels, brooms, dust mops, Time in sheets.



City of Newburgh City Comptroller's Office

City Hall - 83 Broadway, 4th Floor Newburgh, New York 12550
Phone: 845-569-7320

City of Newburgh, New York

Building Cleaning Services Specifications RFP #23-22

General

The City of Newburgh, NY is seeking qualified vendors for the complete cleaning of three municipal buildings. Cleaning activities will be performed, based on the building, on a daily, weekly, monthly, and semi-annually schedule. Activities will include the cleaning of offices, furniture, floors, windows, trash removal, dusting, etc.

Buildings:

- Court House Building, 300 Broadway
- Old Court House Building, 123 Grand Street
- Public Safety Building (Police Department), 55 Broadway

Bid Process Phases:

1. Vendor submission of interest – submitted by Friday, October 14, 2022
2. City review and selection of interested vendors
3. Pre-proposal information meeting, including building walk through, for selected vendors with city representatives
4. Vendor development of proposals including price and cleaning schedule. A separate proposal is required for each building.
5. City review of proposals. Selection of and award to vendor(s).
6. Vendor submission of contract and city review (possibly City Council approval). Signed contract.
7. Cleaning services begin
8. Monitoring and evaluation of vendor performance by the city

Timelines:

1. Vendor submission of interest to bid by Friday, October 14, 2022
2. City review and selection of interested vendors by Friday, October 21, 2022
3. Pre-proposal Information Meeting for selected vendors with city representatives - Friday October 28, 2022
4. Vendor proposals by Friday, November 11, 2022 11:00 a.m.
5. City review of proposals. Selection and award by Wednesday, November 23, 2022
6. Vendor submission of contract and city review (possibly City Council approval). Signed contract. By December 31, 2022.

7. Cleaning services begin – Monday, January 2, 2023
8. Monitoring and evaluation of vendor services by the city – On going.

Vendor Submission of Interest to Bid

Vendors should submit notification of interest via email to: Robert Van Vlack, City Purchasing Agent, at rvanvlack@cityofnewburgh-ny.gov. The submission should include company qualifications, contacts, services, references, business insurance, etc.

Questions are to be directed to: Robert Van Vlack at rvanvlack@cityofnewburgh-ny.gov or phone 845-569-7395.

City Review and Selection of Interested Vendor

City will review submitted information. Selected vendors will be notified.

Pre-Proposal Information Meeting for Selected Vendors

Vendors will be scheduled for a meeting with city representatives. The meeting is designed for vendors to walk through and evaluate each building for area to be cleaned, necessary cleaning activities, and scheduling of cleaning. The meeting is for asking questions pertinent to formulating proposals.

Vendor Proposals

Questions are to be directed to: Robert Van Vlack at rvanvlack@cityofnewburgh-ny.gov or phone 845-569-7395.

Proposals to include cleaning protocol, cleaning product usage, scheduling and frequency of cleaning, and pricing.

Pricing is to be based on monthly invoicing.

Proposals are to be separate for each building.

Vendors may submit proposals for any or all buildings.

For reference only: example of cleaning protocol (Attachment 1). This is only for reference to aid in the creation of each proposal.

The City requires that a Non-Collusion Bidding Affidavit (Attachment 2) be submitted with all proposals pursuant to its authority according to Section 103-d of the State of New York Finance Law. This Non-Collusion Bidding Affidavit, must be executed in blue ink by the member, officer, or employee of the vendor who makes the final decision on prices and the amount quoted in the proposal.

Deadline for submission: Friday, November 11, 2022 by 11:00 a.m.

Sealed proposals shall be submitted on or before the submission deadline to:
Robert Van Vlack, City Purchasing Agent, 83 Broadway 4th floor, Newburgh, NY 12550.

City Review of Proposals – Selection/Award

Selection will be based on pricing, cleaning protocol/scheduling design (meeting cleaning requirements), and vendor responsibility and responsiveness.

Vendor(s) will be notified of award.

The City reserves the right to: (1) reject any or all proposals and to re-advertising RFP; or (2) take such other course of action as the City deems appropriate at the City's sole and absolute discretion, which may include:

1. Waiving any informality in any RFP procedure
2. Reject or cancel any or all RFPs
3. Reissue the RFP without modification
4. Negotiate all RFP elements with entities of its choice
5. Any other option deemed by the City to be in the City's best interest

Vendor Submission of Contract

Upon acceptance of award, vendor will submit contract for city review and signing.

Length of contract to be determined.

The successful vendor must provide required insurance certificates to the City of Newburgh with contract.

Prevailing Wage Rates apply - Certified Payroll documents are required with monthly invoices.

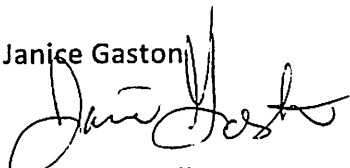
Contract may need approval of City Council

Start of Services

Start date will be based on when the contract has been fully signed.

Monitoring and Evaluation of Vendor Services by the City

Vendor services will be evaluated and monitored on an ongoing basis. Service concerns will be communicated to the vendor. The vendor will be required to address and respond to the concerns in a timely manner.

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.

ATTACHMENT 1 – For Reference Only

TECHNICAL SPECIFICATIONS

GENERAL CLEANING

Full cleaning service shall be performed daily at the City of Newburgh Courthouse five (5) work days/night per week, Monday through Friday, at a time to be designated by the Superintendent of Public Works.

The following building areas provided for this facility are considered estimated net square footage (usable square footage). Bidders are responsible to verify these quantities and interior finishes as necessary to submit a competent and responsible bid.

ESTIMATED NET SQUARE FOOTAGE CITY OF NEWBURGH COURTHOUSE

Estimated Gross Square Footage	Number of Entrances	Number of Sinks	Number of Toilets	Number of Lavatories
34,000	4	16 (19)	26	12

A DAILY CLEANING

1. Empty all waste receptacles and ashtrays and place waste in designated containers. Empty all waste receptacles and ashtrays at outside/inside entrance ways. Empty all recyclable containers at designated collection points. Waste basket liners shall be furnished and replaced by the successful bidder as necessary for all waste receptacles.
2. Sweep and dry mop all tile floors with chemically treated mops. Wet mop or spray buff where and when necessary daily.
3. Sweep and mop stairwells and other soiled areas.
4. Spot clean all walls, doors, door jambs and other vertical surfaces.
5. HEPA vacuum all carpeting, including under entrance mats, and remove spots as required.
6. Clean and sanitize drinking fountains.
7. Mop lavatory floors using a minimum of two (2) ounces of disinfectant per gallon of water, rinse and dry.
8. Clean, sanitize and polish all vitreous fixtures (toilet bowls, urinals and sinks). Clean all glass mirrors and polish all bright work. Wash all toilet

seats using disinfectant and leave seats in an upright position free of watermarks.

9. Replace all toilet paper, hand towels, hand soap, as needed. Supplies to be furnished by the City.
10. Damp wipe lavatory walls, wall fixtures, countertops, moldings, stalls, partitions and other surfaces. All partitions are to be left free of watermarks and finger marks.
11. Clean service window glass.
12. Clean entrance door glass.
13. Sweep carport area.
14. Cleaning of all cells (while unoccupied).

B. PERIODIC CLEANING

1. Weekly – entire building.
2. Monthly
 - a. Clean Interior windows, partitions and doors.
 - b. Burnish all tile floors
 - c. Clean entranceway floor mats.
3. Semi-Annually
 - a. All high dusting, over 6' 6".
 - b. Carpet extraction.
 - c. Strip seal (One (1) coat and wax (two (2) coats) all tiles floors
4. Annually
 - a. All lights, light shades and walls are to be cleaned during the month of April.
 - b. Clean all exterior windows.

All weekly tasks shall be completed on the same day of the week during each week, semi-annual tasks shall be completed once during the first six (6) months. The successful bidder shall notify the Superintendent of Public Works of the date on which they initially performed each task in order to establish anniversary dates to be used as a base in scheduling future performance of these tasks.

The successful bidder shall be required to complete and submit a task completion checklist to the Superintendent of Public Works for all weekly, monthly, semi-annual and annual tasks.

TASK AND FREQUENCY CHART

Newburgh City Court House

300 Broadway

Newburgh, NY 12550

Daily Routine

Bathrooms

Disinfect and clean sinks, toilets, urinals, mirrors, soap dispensers, door knobs, and lavatory walls. Sweep and Mop Floors. Fill Soap and paper dispensers.

LEAVE SEATS IN UPRIGHT POSITION

.../Empty Trash and ashtrays

.../Floors - Sweep/dust mop and ery Mop including stairwells. Wet mop & spray buff when necessary.

.../Spot Clean all walls, doors, door jambs & vertical surfaces.

.../HEPA Vacuum carpet and entrance mats, remove spots as required.

.../Drinking fountains

.../Clean entrance door glass.

.../Sweep carport area.

.../Clean unoccupied cells.

Monthly Routine

.../Clean interior windows, partitions and doors.

.../Strip seal (1 coat) and wax (2 coats) all tiled floors.

.../Clean entranceway floor mats.

Semi-Annual

All high dusting (over 6' 6")

March/April and October/November
Carpet Extraction

Annually

April Clean all lights, light shades and walls.

.../Glean-all- rior-windows--

	MON	TUES	WED	THURS	FRI
Week 1	Clean Bathrooms, Trash & ashtrays, Sweep and Mop Vacuum, Clean entrance door glass, Sweep carport area, clean drinking fountains, and dean cells.	Clean Bathrooms, Trash & ashtrays, Sweep and Mop Vacuum, Clean entrance door glass, Sweep carport area, dean drinking fountains, and clean cells.	Clean Bathrooms, Trash & ashtrays, Sweep and Mop Vacuum, Clean entrance door glass, Sweep carport area, clean drinking fountains, and clean cells.	Clean Bathrooms, Trash & ashtrays, Sweep and Mop Vacuum, Clean entrance door glass, Sweep carport area, dean drinking fountains, and clean cells.	Clean Bathrooms, Trash & ashtrays, Sweep and Mop Vacuum, Clean entrance door glass, Sweep carport area, clean drinking fountains, and clean cells.
Week 2	Clean Bathrooms, Trash & ashtrays, Sweep and Mop Vacuum, Clean entrance door glass, sweep carport area, clean drinking fountains, and clean cells.	Clean Bathrooms, Trash & ashtrays, Sweep and Mop Vacuum, Clean entrance door glass, Sweep carport area, dean drinking fountains, and clean cells.	Clean Bathrooms, Trash & ashtrays, Sweep and Mop Vacuum, Clean entrance door glass, Sweep carport area, dean drinking fountains, and clean cells.	Clean Bathrooms, Trash & ashtrays, Sweep and Mop Vacuum, Clean entrance door glass, Sweep carport area, dean drinking fountains, and clean cells.	Clean Bathrooms, Trash & ashtrays, Sweep and Mop Vacuum, Clean entrance door glass, Sweep carport area, dean drinking fountains, and cleancells.
Week 3	Clean Bathrooms, Trash & ashtrays, Sweep and Mop Vacuum, Clean entrance door glass, Sweep carport area, dean drinking fountains, and clean cells.	Clean Bathrooms, Trash & ashtrays, Sweep and Mop Vacuum, Clean entrance door glass, Sweep carport area, dean drinking fountains, and clean cells.	Clean Bathrooms, Trash & ashtrays, Sweep and Mop Vacuum, Clean entrance door glass, Sweep carport area, dean drinking fountains, and clean cells.	Clean Bathrooms, Trash & ashtrays, Sweep and Mop Vacuum, Clean entrance door glass, Sweep carport area, dean drinking fountains, and clean cells.	Clean Bathrooms, Trash & ashtrays, Sweep and Mop Vacuum, Clean entrance door glass, Sweep carport area, dean drinking fountains, and clean cells.
Week 4	Clean Bathrooms, Trash & ashtrays, Sweep and Mop Vacuum, Clean entrance door glass, Sweep carport area, dean drinking fountains, and dean cells.	Clean Bathrooms, Trash & ashtrays, Sweep and Mop Vacuum, Clean entrance door glass, Sweep carport area, dean drinking fountains, and clean cells.	Clean Bathrooms, Trash & ashtrays, Sweep and Mop Vacuum, Clean entrance door glass, Sweep carport area, dean drinking fountains, and cleancells.	Clean Bathrooms, Trash & ashtrays, Sweep and Mop Vacuum, Clean entrance door glass, Sweep carport area, dean drinking fountains, and clean cells.	Clean Bathrooms, Trash & ashtrays, Sweep and Mop Vacuum, Clean entrance door glass, Sweep carport area, dean drinking fountains, and clean cells.

Hand Soap, Toilet Paper and Hand Towels are supplied by the City.

NOTES: LEAVE ALL TOILET SEATS IN UPRIGHT POSITION.

Should a listed daily or weekly task not be completed on schedule, then the monthly payment shall be prorated for those daily or weekly tasks actually completed.

All areas of the building, except storage areas, shall be covered by this Invitation to Bid.

SCOPE OF WORK

SPECIAL NOTES:

Sanitation Standards - To ensure a healthy and safe municipal facility environment in which to work, all cleaning procedures must adhere to the highest standards as they relate to the health and well-being of all building occupants.

Cleaning Chemical Application - Every effort must be made to use proven environmentally safe cleaning products, polishes, floor stripper, floor finishes, etc. All products for all applications must be provided (listed and indexed) for review by the Superintendent of Public Works before they are introduced into any municipal building.

Labor, Supplies, Equipment, Etc. to be Supplied by Successful Bidder - Provide all necessary labor, cleaning supplies, trash receptacle liners and cleaning equipment in order to properly clean and maintain the municipal facility.

Cleaning Schedules - A cleaning schedule must be provided by the successful bidder for daily cleaning operations (see personnel information below). Cleaning schedules shall accommodate and not interfere with the building usage, schedule of any activities, community activities, etc., which may use any part of the municipal facility during daytime and nighttime hours.

Cleaning Complaints - If a cleaning complaint cannot be resolved and cleaning procedures do not meet City of Newburgh Superintendent of Public Works' cleaning standards, there will be a deduction from the monthly invoice at the discretion of the Superintendent of Public Works. The Superintendent of Public Works or his **designee** will contact the successful bidder with the pertinent information and they will be given sufficient time to resolve any issues.

Personnel Information - Personnel list, reference checks, names, addresses and phone numbers must be provided with revisions as they occur. The personnel list must show the facility they are assigned to, responsibility and daily hours of work.

Building Supervisor - The successful bidder shall assign a supervisor to be assigned to oversee all cleaning procedures and must be supervising during cleaning hours.

Log Book Procedures - A log book must be provided and used daily by the successful bidder at the facility, in order to sign In and out, record start and end of work shift, description of cleaning issues and response to cleaning issues.

Carpet Extraction Procedures - Early-Spring (March/April) and again late-Fall (October/November), carpeting **must be steam-extracted and disinfected**. A minimum of 2000 psi must be maintained at the nozzle and **carpets** must be thoroughly dried within twelve (12) hours. Prior to commencing this work, a building schedule must be approved by the Superintendent of Public Works or his designee.

NON-COLLUSION BIDDING AFFIDAVIT

CITY OF NEWBURGH

STATE of _____)
) SS:
County of _____)

I, Blanca Aguilera of the (Town, Village, City) of _____ in the County of Orange and the State of _____ of full age, being duly sworn according to law on my oath depose and say that:

I am Owner, an officer of the firm of NSI the bidder making the Proposal for the above named Work, and that I executed the said Proposal with full authority to do so; that said bidder has not, directly or independently, entered into any agreement, participated in any collusion, or otherwise in connection with the above named work; and that all statements contained in said Proposal and in this affidavit are true and correct, and made with the full knowledge that the City of Newburgh, NY as Owner relies upon the truth of the statements contained in said Proposal and in the statements contained in this affidavit in awarding the contract for said work.

I further warrant that no person or selling agency has been employed or retained to solicit or secure contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except bonafide employees or bonafide established commercial or selling agencies maintained by

NSI

(Name of Contractor)

Subscribed and sworn to: [Signature]
(Signature of Affiant above in **BLUE** Ink; type or print name/title below)

Name: Blanca Aguilera Title: Owner

before me this 14 day
of November, 2022

[Signature]
Notary Public of NYS

My commission expires: 4/4/2023

AFFIX NOTARY SEAL OR STAMP IN THIS BOX



T-1000 Canada KOL 6-15-79

10/10/14

1971 11

Isa

12-1-19

...and the ...

100-101

SSm 7-1-17

2014.01.14

25. 1/1/19

My Commission Expires Apr 1, 2023
Located in Orange County
NO. 0-WE6138252
NORTH PUBLIC - State of New York
LAUREN WEST

RESOLUTION NO.: 10 - 2023

OF

JANUARY 23, 2023

**A RESOLUTION AUTHORIZING THE CONVEYANCE OF REAL PROPERTY
KNOWN AS 221 THIRD STREET (SECTION 22, BLOCK 2, LOT 11) AND
229 THIRD STREET (SECTION 22, BLOCK 2, LOT 7)
AT PRIVATE SALE TO HABITAT FOR HUMANITY OF GREATER NEWBURGH, INC.**

WHEREAS, the City of Newburgh acquired title to a parcel of real property known as 221 Third Street (Section 22, Block 2, Lot 11) by exercising its right of reverter pursuant to Section 612 of the Real Property Actions and Proceedings Law of the State of New York; and

WHEREAS, pursuant to Section 13-2 of the City Code of the City of Newburgh, the City may sell any real property at private sale; and

WHEREAS, the City of Newburgh acquired title to a parcel of real property known as 229 Third Street (Section 22, Block 2, Lot 7) by foreclosure *In Rem* pursuant of Article 11 Title 3 of the Real Property Tax Law of the State of New York; and

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

WHEREAS, Habitat for Humanity of Greater Newburgh, Inc. (“Habitat”) is a well-recognized not-for-profit organization whose goal is to strengthen communities by helping to build houses with families in need; and

WHEREAS, the mission of Habitat is to eliminate poverty housing and make simple, decent houses available through volunteer labor and tax-deductible donations of money and materials; and

WHEREAS, Habitat has submitted a proposal to purchase the 221 Third Street and 229 Third Street (the “Property”) for the purpose of developing affordable, homeownership units; and

WHEREAS, Habitat seeks no federal, state or City funding for the restoration of such premises and, therefore, requests that the City sell the Property for a nominal consideration; and

WHEREAS, the City Council has determined that it would be in the best interest of the City of Newburgh, its residents and future development to sell the Property subject to the following conditions:

1. That 221 Third Street will be sold as a single family home, at no profit, constructed in part with sweat equity from the prospective homeowner and financed with affordable, no interest mortgages.
2. That 223 Third Street will be sold as an owner-occupied building, at no profit, constructed in part with sweat equity from the prospective homeowner and financed with an affordable mortgage.
3. That Habitat will rehabilitate, and obtain a Certificate of Occupancy for the Property from the City Building Department within thirty-six (36) months from the date of taking title.
4. A closing will take place on or before July 24, 2023 and upon the re-sale to the owner-occupants, the properties shall become subject to taxation.
5. The property is sold subject to school taxes for the tax year of 2022-2023 and also subject to all school taxes levied subsequent to the date of the City Council resolution authorizing the sale. The purchaser shall reimburse the City for any school taxes paid by the City for the tax year 2022-2023. Upon the closing, the properties shall become subject to taxation.

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and is hereby authorized and directed to execute and deliver a deed to sell the properties known as 221 Third Street (Section 22, Block 2, Lot 11) and 229 Third Street (Section 22, Block 2, Lot 7), to Habitat for Humanity of Greater Newburgh, Inc., for the nominal price of one dollar (\$1.00), and in consideration of the above listed conditions of sale.

RESOLUTION NO.: _____ 11 _____ - 2023

OF

JANUARY 23, 2023

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A
SATISFACTION OF MORTGAGE IN CONNECTION WITH A MORTGAGE
ISSUED TO MARY KAKNIS FOR THE PREMISES LOCATED AT
285 BROADWAY (SECTION 35, BLOCK 1, LOT 6)**

WHEREAS, the Newburgh Community Development Agency (“NCDA”) issued a mortgage to Mary Kaknis in the principal sum of \$6,070.00 for premises located at 285 Broadway (Section 35, Block 1, Lot 6), dated September 6, 2000, and recorded in the Orange County Clerk’s Office on September 12, 2000, in Liber 7968, Page 187; and

WHEREAS, the City of Newburgh is the successor in interest to the NCDA; and

WHEREAS, this Council has determined that issuing and executing a Satisfaction of Mortgage, a copy of which is annexed hereto, is in the best interests of the City of Newburgh;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the City Manager be and he is hereby authorized to execute the attached Satisfaction in connection with a mortgage issued to Mary Kaknis for 285 Broadway.

SATISFACTION OF MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, THAT

The City of Newburgh, as Successor in Interest to the Newburgh Community Development Agency, a municipal corporation with a principal place of business at 83 Broadway, Newburgh, New York 12550;

Does hereby consent that the following mortgage be discharged of record:

MORTGAGE bearing the date of September 6, 2000, made by Mary Kaknis to the Newburgh Community Development Agency, given to secure payment of the principal sum of \$6,070.00, and duly recorded in the office of the Orange County Clerk's Office on September 12, 2000, in Liber 7968, Page 187; and

ASSIGNED to the City of Newburgh by an Assignment and Assumption of Mortgage Without Covenant on November 15, 2010, and recorded in the Orange County Clerk's Office on November 22, 2010, in Instrument #20100110033; and

which mortgage has not been further assigned of record.

Dated: January ____, 2023

CITY OF NEWBURGH

By: _____
Todd Venning, City Manager
Pursuant to Resolution No.: ____-2023

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

On the _____ day of January, 2023, 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 person upon behalf of which the individual acted, executed the instrument.

Notary Public

RECORD & RETURN TO:

ORANGE COUNTY CLERK'S OFFICE RECORDING PAGE
THIS PAGE IS PART OF THE INSTRUMENT - DO NOT REMOVE



TYPE NAME(S) OF PARTY(S) TO DOCUMENT: BLACK INK

MARY KAKNIS

TO

NEWBURGH COMMUNITY DEVELOPMENT
AGENCY

285 Broadway
SECTION 35 BLOCK 1 LOT 6

RECORD AND RETURN TO:
(Name and Address)

NEWBURGH COMMUNITY DEVELOPMENT AGENCY
83 BROADWAY, CITY HALL
NEWBURGH, NEW YORK 12550

THERE IS NO FEE FOR THE RECORDING OF THIS PAGE

ATTACH THIS SHEET TO THE FIRST PAGE OF EACH

RECORDED INSTRUMENT ONLY

DO NOT WRITE BELOW THIS LINE

INSTRUMENT TYPE: DEED _____ MORTGAGE ☒ SATISFACTION _____ ASSIGNMENT _____ OTHER _____

PROPERTY LOCATION

☐ 2089 BLOOMING GROVE (TN)	☐ 4289 MONTGOMERY (TN)
☐ 2001 WASHINGTONVILLE (VLG)	☐ 4201 MAYBROOK (VLG)
☐ 2289 CHESTER (TN)	☐ 4203 MONTGOMERY (VLG)
☐ 2201 CHESTER (VLG)	☐ 4205 WALDEN (VLG)
☐ 2489 CORNWALL (TN)	☐ 4489 MOUNT HOPE (TN)
☐ 2401 CORNWALL (VLG)	☐ 4401 OTISVILLE (VLG)
☐ 2600 CRAWFORD (TN)	☐ 4600 NEWBURGH (TN)
☐ 2800 DEERPARK (TN)	☐ 4800 NEW WINDSOR (TN)
☐ 3089 GOSHEN (TN)	☐ 5089 TUXEDO (TN)
☐ 3001 GOSHEN (VLG)	☐ 5001 TUXEDO PARK (VLG)
☐ 3003 FLORIDA (VLG)	☐ 5200 WALLKILL (TN)
☐ 3005 CHESTER (VLG)	☐ 5489 WARWICK (TN)
☐ 3200 GREENVILLE (TN)	☐ 5401 FLORIDA (VLG)
☐ 3489 HAMPTONBURGH (TN)	☐ 5403 GREENWOOD LAKE (VLG)
☐ 3401 MAYBROOK (VLG)	☐ 5405 WARWICK (VLG)
☐ 3689 HIGHLANDS (TN)	☐ 5600 WAWAYANDA (TN)
☐ 3601 HIGHLAND FALLS (VLG)	☐ 5889 WOODBURY (TN)
☐ 3889 MINISINK (TN)	☐ 5801 HARRIMAN (VLG)
☐ 3801 UNIONVILLE (VLG)	
☐ 4089 MONROE (TN)	
☐ 4001 MONROE (VLG)	
☐ 4003 HARRIMAN (VLG)	
☐ 4005 KIRYAS JOEL (VLG)	

CITIES

☐ 0900 MIDDLETOWN
☒ 1100 NEWBURGH
☐ 1300 PORT JERVIS

☐ 9999 HOLD

NO. PAGES 5 CROSS REF _____
CERT. COPY _____ AFFT. _____

PAYMENT TYPE: CHECK _____
CASH _____
CHARGE ☒ _____
NO FEE _____

CONSIDERATION \$ _____
TAX EXEMPT _____

MORTGAGE AMT \$ 6,070.00
DATE 9/6/00

MORTGAGE TYPE:

☐ (A) COMMERCIAL
☐ (B) 1 OR 2 FAMILY
☐ (C) UNDER \$10,000.
☒ (E) EXEMPT
☐ (F) 3 TO 6 UNITS
☐ (I) NAT.PERSON/CR.UNION
☐ (J) NAT.PER-CR.UN/I OR 2
☐ (K) CONDO

Donna L. Benson
DONNA L. BENSON
Orange County Clerk

RECEIVED FROM: City Newburgh

LIBER 7968 PG 187

LIBER 7968 PAGE 187
ORANGE COUNTY CLERKS OFFICE 50735 LMS
RECORDED/FILED 09/12/2000 01:55:33 PM
FEES 20.00
SERIAL NUMBER: CR006697
MTG CNTL NO 20603 MTAX .00

THIS BOND AND MORTGAGE, made the 6th day of September, ~~XXXXXX~~ 2000.

BETWEEN MARY KAKNIS, residing at 173 Robinson Avenue, Newburgh,
New York 12550

herein referred to as the mortgagor,

and NEWBURGH COMMUNITY DEVELOPMENT AGENCY, an urban renewal agency
organized and existing under the laws of the State of New York
with its principal office for the transaction of business located
at 83 Broadway, City of Newburgh, Orange County, New York

herein referred to as the mortgagee,

WITNESSETH, that the mortgagor, does hereby acknowledge himself to be indebted to the mortgagee in the sum of
SIX THOUSAND SEVENTY DOLLARS and 00/100----- (\$ 6,070.00) Dollars

lawful money of the United States, which the mortgagor does hereby agree and bind himself to repay to the mortgagee
as follows:

- a) If within 1 year from the date of this instrument-100% of the amount
- b) If within 2 years from the date of this instrument-90% of the amount
- c) If within 3 years from the date of this instrument-80% of the amount
- d) If within 4 years from the date of this instrument-70% of the amount
- e) If within 5 years from the date of this instrument-60% of the amount
- f) If within 6 years from the date of this instrument-50% of the amount
- g) If within 7 years from the date of this instrument-40% of the amount
- h) If within 8 years from the date of this instrument-30% of the amount
- i) If within 9 years from the date of this instrument-20% of the amount
- j) If within 10 years from the date of this instrument-10% of the amount
- k) After 10 years from the date of this instrument, if the mortgagor
has otherwise complied with the terms hereof and has not sold, conveyed,
or transferred title to the subject property or any part thereof, the
loan herein shall become a grant and there shall be no obligation on
the mortgagor to pay any part thereof.

to secure the payment of which the mortgagor hereby mortgages to the mortgagee ALL
that certain plot, piece or parcel of land, situate, lying and being
in the City of Newburgh, County of Orange, and State of New York, known
as No. 285 Broadway, Newburgh, New York and more particularly bounded
and described as follows:

BEGINNING at a point on the southerly line of Broadway distant 240.5
feet east of the intersection of the southerly line of Broadway with
the easterly line of Robinson Avenue, said point being the center of a
partitioned wall between the buildings on the premises described
herein and the building on the premises adjoining on the west, said
point being also the northeasterly corner of lands conveyed by Gearn
to Donato; thence southerly through the center of said partition wall
and on the same line extended for 90 feet, thence easterly parallel
with Broadway 25 feet 4 inches to a point; thence northerly and
running partly through the center of an alley 90 feet to the southerly
line of Broadway and thence westerly along the southerly line of
Broadway for 25 feet 2½ inches to the point or place of BEGINNING.

BEING the same premises described in a certain deed dated July 20, 2000
from Mary Kaknis as Executrix under the last will and testament of
James Kaknis, late of Orange County, who died on the 27th day of
August, nineteen hundred and seventy-three to Mary Kaknis and recorded
in the Orange County Clerk's Office on July 25, 2000, in Liber 5336
at Page 31.

TOGETHER with all right, title and interest, if any, of the mortgagor of, in and to any streets and roads abutting the above-described premises to the center lines thereof.

TOGETHER with all fixtures and articles of personal property now or hereafter attached to, or contained in and used in connection with, said premises, including but not limited to all apparatus, machinery, plumbing, heating, lighting and cooking fixtures, fittings, gas ranges, bathroom and kitchen cabinets, ice boxes, refrigerators, food freezers, air-conditioning fixtures and units, pumps, awnings, shades, screens, storm sashes, aerials, plants and shrubbery.

TOGETHER with any and all awards heretofore and hereafter made to the present and all subsequent owners of the mortgaged premises by any governmental or other lawful authorities for taking by eminent domain the whole or any part of said premises or any easement therein, including any awards for any changes of grade of streets, which said awards are hereby assigned to the holder of this bond and mortgage, who is hereby authorized to collect and receive the proceeds of any such awards from such authorities and to give proper receipts and acquittances therefor, and to apply the same toward the payment of the amount owing on account of this bond and mortgage, notwithstanding the fact that the amount owing hereon may not then be due and payable; and the said mortgagor hereby covenants and agrees, upon request, to make, execute and deliver any and all assignments and other instruments sufficient for the purpose of assigning the aforesaid awards to the holder of this bond and mortgage, free, clear and discharged of any and all encumbrances of any kind or nature whatsoever.

AND the mortgagor covenants with the mortgagee as follows:

1. That the mortgagor will pay the indebtedness as hereinbefore provided.
2. That the mortgagor will keep the buildings on the premises insured against loss by fire for the benefit of the mortgagee; that he will assign and deliver the policies to the mortgagee; and that he will reimburse the mortgagee for any premiums paid for insurance made by the mortgagee on the mortgagor's default in so insuring the buildings or in so assigning and delivering the policies.
3. That no building on the premises shall be removed or demolished without the consent of the mortgagee.
4. That the whole of said principal sum and interest shall become due at the option of the mortgagee: after default in the payment of any instalment of principal or of interest for twenty days; or after default in the payment of any tax, water rate, sewer rent or assessment for thirty days after notice and demand; or after default after notice and demand either in assigning and delivering the policies insuring the buildings against loss by fire or in reimbursing the mortgagee for premiums paid on such insurance, as hereinbefore provided; or after default upon request in furnishing a statement of the amount due on the bond and mortgage and whether any offsets or defenses exist against the mortgage debt, as hereinafter provided.
5. That the holder of this bond and mortgage, in any action to foreclose it, shall be entitled to the appointment of a receiver.
6. That the mortgagor will pay all taxes, assessments, sewer rents or water rates, and in default thereof, the mortgagee may pay the same.
7. That the mortgagor within six days upon request in person or within fifteen days upon request by mail will furnish a written statement duly acknowledged of the amount due on this bond and mortgage and whether any offsets or defenses exist against the mortgage debt.
8. That notice and demand or request may be in writing and may be served in person or by mail.
9. That the mortgagor warrants the title to the premises.
10. That the mortgagor will, in compliance with Section 13 of the Lien Law, receive the advances secured hereby and will hold the right to receive such advances as a trust fund to be applied first for the purpose of paying the cost of the improvement and will apply the same first to the payment of the cost of the improvement before using any part of the total of the same for any other purpose.
11. That fire insurance policies which are required by paragraph No. 2 above shall contain the usual extended coverage endorsement; in addition thereto the mortgagor, within thirty days after notice and demand will keep the buildings on the premises insured against loss by other insurable hazards for the benefit of the mortgagee, as may reasonably be required by the mortgagee; that he will assign and deliver the policies to the mortgagee; and that he will reimburse the mortgagee for any premiums paid for insurance made by the mortgagee on the mortgagor's default in so insuring or in so assigning and delivering the policies. The provisions of subdivision 4, of Section 254 of the Real Property Law, with reference to the construction of the fire insurance clause, shall govern the construction of this clause so far as applicable.
12. That in case of a sale, said premises, or so much thereof as may be affected by this bond and mortgage, may be sold in one parcel.
13. That in the event of any default in the performance of any of the terms, covenants or agreements herein contained, it is agreed that the then owner of the mortgaged premises, if he is the occupant of said premises or any part thereof, shall immediately surrender possession of the premises so occupied to the holder of this bond and mortgage, and if such occupant is permitted to remain in possession, the possession shall be as tenant of the holder of this bond and mortgage and such occupant shall, on demand, pay monthly in advance to the holder of this bond and mortgage a reasonable rental for the space so occupied and in default thereof, such occupant may be dispossessed by the usual summary proceedings. In case of foreclosure and the appointment of a receiver of rents, the covenants herein contained may be enforced by such receiver.

14. That the whole of said principal sum shall become due at the option of the mortgagee after default for thirty days after notice and demand, in the payment of any instalment of any assessment for local improvements heretofore or hereafter laid, which is or may become payable in annual instalments and which has affected, now affects or hereafter may affect the said premises, notwithstanding that such instalment be not due and payable at the time of such notice and demand, or upon the failure to exhibit to the mortgagee, within thirty days after demand, receipts showing payment of all taxes, assessments, water rates, sewer rents and any other charges which may have become a prior lien on the mortgaged premises.
15. That the whole of said principal sum shall become due at the option of the mortgagee, if the buildings on said premises are not maintained in reasonably good repair, or upon the failure of any owner of said premises to comply with the requirement of any governmental department claiming jurisdiction within three months after an order making such requirement has been issued by any such department.
16. That in the event of the passage after the date of this mortgage of any law of the State of New York, deducting from the value of land for the purposes of taxation any lien thereon, or changing in any way the laws for the taxation of mortgages or debts secured by mortgage for state or local purposes, or the manner of the collection of any such taxes, so as to affect this bond and mortgage, the holder of this bond and mortgage and of the debt which it secures, shall have the right to give thirty days' written notice to the owner of the mortgaged premises requiring the payment of the mortgage debt. If such notice be given the said debt shall become due, payable and collectible at the expiration of said thirty days.
17. That the whole of said principal sum shall immediately become due at the option of the mortgagee, if the mortgagor shall assign the rents or any part of the rents of the mortgaged premises without first obtaining the written consent of the mortgagee to such assignment, or upon the actual or threatened demolition or removal of any building erected or to be erected upon said premises.
18. That if any action or proceeding be commenced (except an action to foreclose this bond and mortgage or to collect the debt secured thereby), to which action or proceeding the holder of this bond and mortgage is made a party, or in which it becomes necessary to defend or uphold the lien of this mortgage, all sums paid by the holder of this bond and mortgage for the expense of any litigation to prosecute or defend the rights and lien created by this bond and mortgage (including reasonable counsel fees), shall be paid by the mortgagor, together with interest thereon at the rate of six per cent. per annum, and any such sum and the interest thereon shall be a lien on said premises, prior to any right, or title to, interest in or claim upon said premises attaching or accruing subsequent to the lien of this mortgage, and shall be deemed to be secured by this bond and mortgage. In any action or proceeding to foreclose this mortgage, or to recover or collect the debt secured thereby, the provisions of law respecting the recovering of costs, disbursements and allowances shall prevail unaffected by this covenant.
19. That the whole of said principal sum shall immediately become due at the option of the mortgagee upon any default in keeping the buildings on said premises insured as required by paragraph No. 2 or paragraph No. 11 hereof, or if after application by any holder of this bond and mortgage to two or more fire insurance companies lawfully doing business in the State of New York and issuing policies of fire insurance upon buildings situate in the place where the mortgaged premises are situate, the companies to which such application has been made shall refuse to issue such policies, or upon default in complying with the provisions of paragraph No. 11 hereof, or upon default, for five days after notice and demand, either in assigning and delivering to the mortgagee the policies of fire insurance or in reimbursing the mortgagee for premiums paid on such fire insurance as hereinbefore provided in paragraph No. 2 hereof.
20. The mortgagor shall, upon the property being found in violation of any building, housing, plumbing, electrical, fire, or other code of the City of Newburgh and the violation remaining unrectified thirty (30) days after notice from the City, immediately pay to the mortgagee the full principal amount of the note.

If more than one person joins in the execution of this instrument, and if any of the feminine sex, or if this instrument is executed by a corporation, the relative words herein shall be read as if written in the plural, or in the feminine or neuter gender, as the case may be, and the words "mortgagor" and "mortgagee" where used herein shall be construed to include their and each of their heirs, executors, administrators, successors and assigns.

This bond and mortgage may not be changed orally.

IN WITNESS WHEREOF, this bond and mortgage has been duly executed by the mortgagor.

IN PRESENCE OF:

 (L.S.)
MARY KANNIS

STATE OF NEW YORK }
COUNTY OF } ss.:

On the day of 19 ,
before me came

to me known to be the individual described in, and who executed the foregoing instrument, and acknowledged that he executed the same.

STATE OF NEW YORK }
COUNTY OF } ss.:

On the day of 19 ,
before me came

the subscribing witness to the foregoing instrument, with whom I
am personally acquainted, who, being by me duly sworn, did depose
and say that he resides at

in _____, that he knows

in _____, that he knows _____

to be the individual described in, and who executed, the foregoing instrument; that he, said subscribing witness, was present and saw _____ execute the same; and that he, said witness, at the same time subscribed _____ name as witness thereto.

MARY KAKNIS

TO
NEWBURGH COMMUNITY DEVELOPMENT AGENCY

Second Mortgage

Dated, September 6, 2000, ~~1999~~...

Amount, \$ 6,070.00

Due, 19.....

Int. Payable

The land affected by the within instrument lies in City of Newburgh, Orange County, NY

Record and return to

STATE OF NEW YORK)

) ss.:

COUNTY OF ORANGE)

On the 6th day of September in the year 2000, before me, the undersigned, a Notary Public (Commissioner of Deeds) in and for said State, personally appeared Mary Kaknis, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies) and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted; executed the instrument.


NOTARY
LUZ M. MAHONEY
Commissioner of Deeds
City of Newburgh, NY
Commission Expires Dec. 31, 2000

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RESOLUTION NO.: 12-2023

OF

JANUARY 23, 2023

**A RESOLUTION AUTHORIZING THE EXECUTION OF A RELEASE OF
RESTRICTIVE COVENANTS AND RIGHT OF RE-ENTRY FROM A DEED ISSUED TO
THE REGIONAL ECONOMIC COMMUNITY ACTION PROGRAM, INC.
TO THE PREMISES KNOWN AS
179 RENWICK STREET (SECTION 45, BLOCK 10, LOT 7)**

WHEREAS, on May 12, 2008, the City of Newburgh conveyed property located at 179 Renwick Street, being more accurately described on the official Tax Map of the City of Newburgh as Section 45, Block 10, Lot 7, to the Regional Economic Community Action Program, Inc. ("RECAP"); and

WHEREAS, RECAP, by its title insurance agent, has requested a release of the restrictive covenants contained in the deed from the City of Newburgh; and

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

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

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

KNOWN ALL PERSONS BY THESE PRESENTS, that the City of Newburgh, a municipal corporation organized and existing under the Laws of the State of New York, and having its principal office at City Hall, 83 Broadway, Newburgh, New York 12550, in consideration of TEN (\$10.00) DOLLARS lawful money of the United States and other good and valuable consideration, receipt of which is hereby acknowledged, does hereby release and forever quitclaim the premises described as 179 Renwick Street, Section 45, Block 10, Lot 7 on the Official Tax Map of the City of Newburgh, from those restrictive covenants numbered 1, 2, 3, 4, and 5 in a deed dated May 12, 2008, from **THE CITY OF NEWBURGH** to **REGIONAL ECONOMIC COMMUNITY ACTION PROGRAM, INC.**, recorded in the Orange County Clerk's Office on May 23, 2008, in Liber 12672, Page 80 and does further release said premises from the right of re-entry reserved in favor of the City of Newburgh as set forth in said deed.

Dated: _____, 2023

THE CITY OF NEWBURGH

By: _____
Todd Venning, City Manager
Pursuant to Res. No.: _____-2023

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

On the ____ day of January in the year 2023, before me, the undersigned, a Notary Public in and for said State, personally appeared TODD VENNING, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted; executed the instrument.

RESOLUTION NO.: 13-2023

OF

JANUARY 23, 2023

**A RESOLUTION AUTHORIZING THE EXECUTION OF A RELEASE OF
RESTRICTIVE COVENANTS AND RIGHT OF RE-ENTRY FROM A DEED ISSUED TO
THE REGIONAL ECONOMIC COMMUNITY ACTION PROGRAM, INC.
TO THE PREMISES KNOWN AS
181 RENWICK STREET (SECTION 45, BLOCK 10, LOT 6)**

WHEREAS, on May 12, 2008, the City of Newburgh conveyed property located at 181 Renwick Street, being more accurately described on the official Tax Map of the City of Newburgh as Section 45, Block 10, Lot 6, to the Regional Economic Community Action Program, Inc. ("RECAP"); and

WHEREAS, RECAP, by its title insurance agent, has requested a release of the restrictive covenants contained in the deed from the City of Newburgh; and

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

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

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

KNOWN ALL PERSONS BY THESE PRESENTS, that the City of Newburgh, a municipal corporation organized and existing under the Laws of the State of New York, and having its principal office at City Hall, 83 Broadway, Newburgh, New York 12550, in consideration of TEN (\$10.00) DOLLARS lawful money of the United States and other good and valuable consideration, receipt of which is hereby acknowledged, does hereby release and forever quitclaim the premises described as 181 Renwick Street, Section 45, Block 10, Lot 6 on the Official Tax Map of the City of Newburgh, from those restrictive covenants numbered 1, 2, 3, 4, and 5 in a deed dated May 12, 2008, from **THE CITY OF NEWBURGH** to **REGIONAL ECONOMIC COMMUNITY ACTION PROGRAM, INC.**, recorded in the Orange County Clerk's Office on May 23, 2008, in Liber 12672, Page 75 and does further release said premises from the right of re-entry reserved in favor of the City of Newburgh as set forth in said deed.

Dated: _____, 2023

THE CITY OF NEWBURGH

By: _____
Todd Venning, City Manager
Pursuant to Res. No.: _____-2023

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

On the ____ day of January in the year 2023, before me, the undersigned, a Notary Public in and for said State, personally appeared TODD VENNING, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted; executed the instrument.

RESOLUTION NO.: 14 - 2023

OF

JANUARY 23, 2023

**A RESOLUTION APPROVING A SALES TAX AGREEMENT EXTENSION
BETWEEN THE COUNTY OF ORANGE AND THE CITIES OF NEWBURGH,
MIDDLETOWN AND PORT JERVIS FOR 2023 THROUGH 2026**

WHEREAS, the County of Orange has imposed a Sales and Compensating Use Tax pursuant to the authority granted to the County by the State of New York; and

WHEREAS, Article 28 and 29 of the Tax Law of the State of New York authorize cities to impose their own Sales and Compensating Use Taxes, subject to certain priorities and preemptive rights set forth in the Tax Law of the State of New York; and

WHEREAS, the County of Orange and the Cities of Newburgh, Middletown and Port Jervis have previously agreed upon a plan of distribution for the Orange County Sales and Compensating Use Tax for the period of March 1, 2011 to February 29, 2016; and

WHEREAS, the County of Orange and the Cities of Newburgh, Middletown and Port Jervis have previously agreed upon a plan of distribution for the Orange County Sales and Compensating Use Tax for the period of March 1, 2016 to February 28, 2021; and

WHEREAS, the County of Orange and the Cities of Newburgh, Middletown and Port Jervis have previously agreed upon a plan of distribution for the Orange County Sales and Compensating Use Tax for the period of March 1, 2021 to February 28, 2023; and

WHEREAS, the County of Orange and the Cities of Newburgh, Middletown and Port Jervis have now agreed upon a plan of distribution for the Orange County Sales and Compensating Use Tax for the period of March 1, 2023 to February 28, 2026;

NOW, THEREFORE, BE IT RESOLVED, that the City Manager of the City of Newburgh is hereby authorized and directed to enter into and sign on behalf of the City of Newburgh the attached agreement for the distribution of the Orange County Sales and Compensating Use Tax for the period of March 1, 2023 to February 28, 2026 in the form agreed to by all the parties; and

BE IT FURTHER RESOLVED, that the City of Newburgh agrees not to preempt the County Sales and Compensating Use Tax during the term of the agreement.

THE COUNTY OF ORANGE SALES & COMPENSATING USE TAX SHARING AGREEMENT

THIS AGREEMENT is made this ____ day of January 2023, by and among THE COUNTY OF ORANGE, and THE CITY OF NEWBURGH, THE CITY OF MIDDLETOWN AND THE CITY OF PORT JERVIS (the three cities are collectively referred to herein as the “CITIES”), all municipal corporations organized and existing by virtue of the laws of the State of New York.

WHEREAS, Article 29 of the Tax Law of the State of New York authorizes certain municipalities to impose certain taxes on retail sales and other similar transactions and compensating use taxes as therein specified, to be administered by the New York State Tax Commission, and further provides certain priorities and preemptive rights, and

WHEREAS, THE COUNTY OF ORANGE, by virtue of New York State law, including, but not limited to, NY Tax Law §1210(i)(35), has imposed a sales and compensating use tax that, as of the time of this Agreement, is three and three-quarters percent ($3\frac{3}{4}\%$), and

WHEREAS, over many years there have been a series of agreements among the parties hereto to provide for the sharing of the net sales and compensating use tax monies received by THE COUNTY OF ORANGE among the three cities as parties to such agreements, as well as the various Towns and Villages not parties to such agreements (receiving same as third-party beneficiaries to such agreements), the last of such agreements expiring by its terms on February 28, 2023, and

WHEREAS, the parties hereto agree that for due and sufficient consideration acknowledged by them, they desire to enter into and execute this Agreement and be bound by the terms hereof, and

WHEREAS, by resolutions duly adopted by the governing bodies of each party hereto, the parties have agreed upon a plan whereby THE COUNTY OF ORANGE will share with the CITIES the net sales and compensating use taxes it receives in such proportions as set forth below and agreed upon by the respective elective governing bodies of the parties, as provided and authorized in NY Tax Law § 1262(c), and

WHEREAS, the Charters, laws and resolution adopted by the governing bodies of each of the parties hereto authorizes the Chief Elected Official or the Chief Executive Officer of their respective municipalities to execute this Agreement on behalf of each of them,

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto mutually covenant and agree as follows:

1. THE COUNTY OF ORANGE, during the term of this Agreement, shall continue to impose the taxes described in NY Tax Law § 1210(a), to the extent it is authorized by New York State to do so, at a rate of three percent (3%) or at a greater rate that may be authorized by the State of New York (presently three and three-quarters percent [$3\frac{3}{4}\%$]), subject to the terms herein below.
2. The term of this Agreement shall commence on March 1, 2023 and terminate on February 28, 2026.
3. The implementation of the distribution formula contained herein and the distribution of the respective portion of the net sales and compensating use taxes received by THE COUNTY OF ORANGE with the municipalities as set forth herein are contingent upon the CITIES, and each of them, hereby agreeing to and actually forbearing from preempting the sales and compensating use taxes imposed by THE COUNTY OF ORANGE during the period of this Agreement. By entering into this Agreement each

of the CITIES agrees to refrain from imposing any sales and compensating use taxes otherwise authorized by NY Tax Law § 1210, or elsewhere, except that the CITIES can impose sales taxes described in NY Tax Law § 1105(b) and related compensating use taxes in NY Tax Law § 1110, as authorized by NY Tax Law § 1210(b), which a city has a prior right to impose pursuant to NY Tax Law § 1224(b)(1).

4. The CITY OF NEWBURGH has, by Charter, law and/or by resolution, duly adopted by the Common Council of the City of Newburgh, authorized its City Manager to execute this Agreement and has also agreed not to preempt the sales and compensating use taxes imposed by THE COUNTY OF ORANGE during the term of this Agreement. The CITY OF MIDDLETOWN has, by Charter, law and/or by resolution, duly adopted by the Common Council of the City of Middletown, authorized its Mayor to execute this Agreement and has also agreed not to preempt the sales and compensating use taxes imposed by THE COUNTY OF ORANGE during the term of this Agreement. The CITY OF PORT JERVIS has, by Charter, law and/or by resolution, duly adopted by the Common Council of the City of Port Jervis, authorized its Mayor to execute this Agreement and has also agreed not to preempt the sales and use taxes imposed by THE COUNTY OF ORANGE during the term of this Agreement. Notwithstanding the foregoing, each of the CITIES is empowered to preempt the sales and compensating use tax by imposing the sales taxes described in NY Tax Law §1105(b) and related compensating use taxes in NY Tax Law § 1110, as authorized by NY Tax Law § 1210(b), which a city has a prior right to impose pursuant to NY Tax Law § 1224(b)(1).
5. The distributions to be made by the County hereunder are to be based upon the sales and compensating use tax monies received by THE COUNTY OF ORANGE (presently

at the rate of three and three-quarters [$3\frac{3}{4}\%$]), less the expenses of the Commissioner of Taxation and Finance for administration and collection and amounts withheld for refunds. The expenses of the Commissioner of Taxation and Finance and amounts withheld for refunds shall be deducted from the gross receipts prior to the payment to THE COUNTY OF ORANGE by the New York State Comptroller, pursuant to NY Tax Law § 1261 or other applicable law, and the remainder shall be the “net collections” of THE COUNTY OF ORANGE as such term is defined in NY Tax Law § 1262(f).

6. For the term of this Agreement, the net collections of the sales and compensating use taxes imposed by THE COUNTY OF ORANGE shall be retained by THE COUNTY OF ORANGE or allocated and disposed of as follows:

- A. THE COUNTY OF ORANGE shall retain for purposes of THE COUNTY OF ORANGE seventy-three and six hundred sixteen thousandths percent (73.616%) of the above described net collections.

- B. THE COUNTY OF ORANGE shall allocate and distribute twenty-six and three hundred eighty-four thousandths percent (26.384%) of the above described net collections to the CITIES, Town and Villages as follows:

1. Thirty-two and five hundred twenty-five thousandths percent (32.525%) thereof to the CITIES as provided below.

2. Sixty-seven and four hundred seventy-five thousandths percent (67.475%) thereof to the Towns and Villages as provided below.

- C. For the term of this Agreement, the amount to be distributed to the three CITIES (32.525% of the 26.384% of net collections of sales and compensating use taxes

received by THE COUNTY OF ORANGE) shall be divided among them according to the following percentages of the noted 32.525%:

NEWBURGH	42.451%
MIDDLETOWN	44.640%
PORT JERVIS	12.909%

- D. Said percentages, as they relate to the relative populations as reflected in the 2020 Census, have been confirmed by the Finance Department of THE COUNTY OF ORANGE. It has been agreed to among the CITIES, and consented to by THE COUNTY OF ORANGE, that the above percentages for each of the CITIES shall be adjusted in future years and future agreements in accordance with the relative adjustments in the population of each of the CITIES, as evidenced in each of the future United States decennial census population data or special population census taken pursuant to NY General Municipal Law § 20 completed and published prior to the end of the quarter for which the allocation is made, which special census must include the entire area of THE COUNTY OF ORANGE..
- E. The monies allocated to the Towns located within THE COUNTY OF ORANGE shall be divided among them based upon their respective populations, determined in accordance with the latest decennial federal census or special population census taken pursuant to NY General Municipal Law § 20 completed and published prior to the end of the quarter for which the allocation is made, which special census must include the entire area of THE COUNTY OF ORANGE. Provided, where a village located within THE COUNTY OF

ORANGE elects a direct cash payment provided for in NY Tax Law § 1262(c), the amount to be paid to such village shall be determined by the ratio that the population of such village or portion thereof within a town in which such village is located bears to the total population of the entire town, determined in accordance with the latest decennial federal census or special population census taken pursuant to NY General Municipal Law § 20 completed and published prior to the end of the quarter for which the allocation is made, which special census must include the entire area of THE COUNTY OF ORANGE, except that if the Village of Highland Falls elects a direct cash payment as provided in the second to last unnumbered paragraph of NY Tax Law § 1262(c), the amount to be paid to it shall be determined by the ratio that the full valuation of real property in the Village bears to the full valuation of the entire Town of Highlands.

7. The amounts to be allocated to the CITIES, Towns and Villages shall be calculated quarterly during the term of the Agreement, based upon the net amount of sales and compensating use tax revenue as described herein and received by THE COUNTY OF ORANGE during the previous quarter.
8. The distributions to the municipalities under this Agreement will be made on or about the 30th day of January, April, July and October of each year covered by this Agreement. The first such payment shall be made on or about April 30, 2023.
9. It is the present intention of the parties hereto that they renegotiate a continuation of this Agreement in the future. The parties therefor agree to commence negotiations for a new agreement on or about November 1, 2024. In the event a renegotiated agreement

or such other agreement is not reached on or before June 1, 2025, then any of the CITIES that are parties to this Agreement shall notify THE COUNTY OF ORANGE pursuant to NY Tax Law § 1223 of its intention to adopt legislation imposing a City Sales Tax as permitted by law, such tax to become effective as of March 1, 2026. The purpose of this clause is to enable the CITIES to collect a continuous stream of revenue from THE COUNTY OF ORANGE to the end of the term of this Agreement with minimal interruption.

10. The parties are aware, as set forth above, that the present sales and compensating use tax rate is three and three-quarter percent ($3\frac{3}{4}\%$). Notwithstanding anything to the contrary provided elsewhere in this Agreement, if the present $3\frac{3}{4}\%$ sales and compensating use tax rate (“rate”) is ever changed, then the reduced or increased rate shall be immediately substituted for the $3\frac{3}{4}\%$ rate presently in effect (or any rate then presently in effect) and the sharing formula set forth in paragraph “6” above shall be adjusted to reflect the new rate. For example, if the rate were reduced from the present $3\frac{3}{4}\%$ to 3%, then the CITIES and Towns would receive 26.384% of the net collections, as noted above, from the 3% rate, and if the rate increased from the present $3\frac{3}{4}\%$ rate to 4%, then the CITIES and Towns would receive 26.384% of net collections, as noted above, from the 4% rate, all less any administrative or other costs as described above. Villages may receive their respective shares as otherwise provided for herein and in applicable State law. Net collections from such additional or lesser rates that are not required to be paid to the CITIES, Town and Villages as described herein shall be retained by THE COUNTY OF ORANGE for its own purposes.

11. In the event New York State assumes responsibility for funding or paying out of State funds THE COUNTY OF ORANGE's Medicaid expenses, or in the event there is any other action taken by the State of New York whereby the State assumes a responsibility and an expense of THE COUNTY OF ORANGE and in exchange therefore the State retains a portion of THE COUNTY OF ORANGE's net collections that are the subject of this Agreement, the rights of the parties will be affected pursuant to the terms of this paragraph. If the expense of THE COUNTY OF ORANGE for any program taken over by the State of New York equals or exceeds the amount such net collections of THE COUNTY OF ORANGE retained by the State of New York, then THE COUNTY OF ORANGE shall continue to distribute to the other municipalities the same 26.384% of the sales tax revenue generated by the three percent (3%) tax even though THE COUNTY OF ORANGE may no longer be receiving its 76.616% of the original amount of such revenues. If THE COUNTY OF ORANGE's expense for any such program taken over by the State is less than the amount of THE COUNTY OF ORANGE's net collections retained by the State of New York, then the net loss suffered by THE COUNTY OF ORANGE shall be shared by THE COUNTY OF ORANGE, the CITIES and the Towns and Villages in the same proportion as that by which the revenues are retained and distributed.
12. In the event that any of the CITIES or a Town or a Village incurs a monetary debt or obligation to THE COUNTY OF ORANGE, and said debt or obligation remains outstanding for one year after it has become due and owing to THE COUNTY OF ORANGE following good faith discussions with THE COUNTY OF ORANGE to satisfy the debt or obligation, then THE COUNTY OF ORANGE is authorized herein

to deduct an amount equal to such outstanding amount of such debt or obligation, to include statutory interest and penalties, if applicable, from that municipality's share of the net collections of THE COUNTY OF ORANGE due that municipality as provided in this Agreement. Such deductions shall be from the payment(s) scheduled to be made next following the above-referenced one year anniversary of the date the debt or obligation accrued, and from each successive share otherwise due to the municipality until the debt or obligation has been paid in full. A municipality may request that the payments be paid in installments for a period not to exceed three years, which request shall not be unreasonably denied.

13. The parties desire to express their intent to continue the terms of the prior agreement to this Agreement (the one in existence at the time this Agreement is entered into) and in the event an interpretation of this Agreement is necessary, the prior agreement reference in the third "WHEREAS" clause of this Agreement shall be used to interpret the intentions of the parties hereto, to the extent necessary and with the understanding that some of the terms of this Agreement may have been intentionally modified by the parties to have a different intent than the prior agreement. The changes to this Agreement in comparison to the prior agreement are intended to recognize, among other things, THE COUNTY OF ORANGE's current sales and compensating use tax rate of $3\frac{3}{4}\%$, *i.e.*, the rate of THE COUNTY OF ORANGE, not including the New York State rate or the rate imposed as a result of being in the Metropolitan Commuter Transportation District. The changes in this Agreement are also intended to develop a contingency in the event THE COUNTY OF ORANGE rate ever changes (either by increase or decrease) from the present rate of $3\frac{3}{4}\%$ to ensure that the parties respective

percentage shares of the rate, whatever that may be, and whatever such rate actually is, are continued as the same percentage of any new rate, except as otherwise provided in this Agreement.

14. The parties further agree to submit this Agreement for any necessary approvals by the State of New York or any officer, agency, or department thereof, and if it is not so approved the parties shall expeditiously renegotiate this Agreement to the extent necessary, leaving as is any provision of this Agreement which would be valid, or which was not disapproved, as being to continue in full force and effect for a period of one year pending such renegotiation.

15. This Agreement may be signed in counterparts, and facsimile signatures shall be considered valid and binding.

IN WITNESS HEREOF, the parties have hereunto set their hands, and seals if so affixed, on the day and year as set forth below.

THE COUNTY OF ORANGE

CITY OF NEWBURGH

BY: _____
Hon. Steven M. Neuhaus, County Executive

BY: _____
Hon. Todd Venning, City Manager

CITY OF MIDDLETOWN

CITY OF PORT JERVIS

BY: _____
Hon. Joseph M. DeStefano, Mayor

BY: _____
Hon. Kelly B. Decker, Mayor

RESOLUTION NO.: 15-2023

OF

JANUARY 23, 2023

**A RESOLUTION AUTHORIZING THE SALE OF A POLICE DOG
TO POLICE OFFICER JOSEPH PALERMO**

WHEREAS, by Resolution No. 174-2014 of July 14, 2014, the City Council of the City of Newburgh adopted a Surplus Property Disposition Policy and Procedure; and

WHEREAS, Section V of the Surplus Property Disposition Policy and Procedure provides that surplus police dogs shall be sold at private sale as set forth in Section 97-3(B) of the Code of Ordinances of the City of Newburgh; and

WHEREAS, a police dog named “Brix” has been retired and is no longer in service to the City of Newburgh Police Department and this Council finds that selling the police dog to the police officer handler is in the best interests of the City of Newburgh; and

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the attached agreement between the City of Newburgh and Police Officer Joseph Palermo for the purchase of a police dog named “Brix” be and the same is hereby approved and the City Manager is authorized and directed to sign the same.

THIS AGREEMENT, made this _____ day of _____, two thousand twenty-three
BETWEEN:

THE CITY OF NEWBURGH, a municipal corporation of the State of New York,
hereinafter called the "Seller," and

JOSEPH PALERMO, residing at _____, New York,
hereinafter called the "Purchaser."

WITNESSETH

WHEREAS, the City of Newburgh has no further use for the dog Brix and is willing to
sell, assign and transfer ownership of said dog Brix to Police Officer Joseph Palermo, the above-
named purchaser; and

WHEREAS, Joseph Palermo is willing to purchase and care for and take title to said dog
Brix.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein
contained, the parties hereto do hereby agree as follows:

1. That the Seller, the City of Newburgh, hereby transfers the title to the police work dog
Brix to the Purchaser, Joseph Palermo, for the sum of One (\$1.00) Dollar.
2. That the Purchaser hereby agrees that he will not use the terms police work dog, police
dog, police canine or the City of Newburgh Police Department in any manner, shape
or form.
3. The Purchaser hereby further accepts full responsibility for any and all injuries and/or
damage that said dog Brix may cause or inflict upon any person, persons or property
from the effective date of this Agreement.
4. The Purchaser further agrees that in the event that any claim or action is brought or
made against the City of Newburgh by reasons of any act of said dog from the effective
date of this Agreement, he will personally save the City of Newburgh harmless for any
loss, cost or expense that the City may have, including reasonable attorney's fees, as a
result of any claim or action brought against the City of Newburgh or any of its
departments for an injury or damage the said dog Brix may cause.

Remainder of this page intentionally left blank

PURCHASER

BY: _____
JOSEPH PALERMO

JANICE GASTON
City Comptroller

On the _____ day of _____ in the year 2023, 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.

On the _____ day of _____ in the year 2023, before me, the undersigned, a Notary Public in and for said State, personally appeared JOSEPH PALERMO, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted; executed the instrument.

RESOLUTION NO.: 16-2023

OF

JANUARY 23, 2023

A RESOLUTION APPROVING THE CONSENT JUDGMENT AND AUTHORIZING THE CITY MANAGER TO SIGN SUCH CONSENT JUDGMENT IN CONNECTION WITH THE TAX CERTIORARI PROCEEDINGS AGAINST THE CITY OF NEWBURGH IN THE ORANGE COUNTY SUPREME COURT BEARING ORANGE COUNTY INDEX NOS. EF003929-2020, EF005236-2021 and EF004211-2022 INVOLVING SECTION 29, BLOCK 1, LOT 1.1 (KOLT)

WHEREAS, Martin K. Kolt and Ethan J. Kolt have commenced tax certiorari proceedings against the City of Newburgh in the Supreme Court of the State of New York, County of Orange for the 2020, 2021 and 2022 tax years bearing Orange County Index Nos. EF003929-2020, EF005236-2021 and EF004211-2022; and

WHEREAS, it appears from the recommendation of the City Assessor, Joanne Majewski, and Kelly M. Naughton, Esq. of Naughton & Torre, LLP, Special Counsel for the City of Newburgh in the aforesaid proceedings, upon a thorough investigation of the claims that further proceedings and litigation by the City would involve considerable expense with the attendant uncertainty of the outcome, and that settlement of the above matters as more fully set forth below is reasonable and in the best interests of the City; and

WHEREAS, Martin K. Kolt and Ethan J. Kolt are willing to settle these proceedings without interest, costs or disbursements, in the following manner:

1. That the real property of Petitioner described on the City of Newburgh tax roll for the 2020 tax year as tax map number 29-1-1.1 be reduced to a market value of \$815,000.00.
2. That the real property of Petitioner described on the City of Newburgh tax roll for the 2021 tax year as tax map number 29-1-1.1 be reduced to a market value of \$815,000.00.
3. That the real property of Petitioner described on the City of Newburgh tax roll for the 2022 tax year as tax map number 29-1-1.1 be reduced to a market value of \$840,000.00.

NOW, THEREFORE BE IT RESOLVED, that the proposed settlement as set forth and described above, and the attached Consent Judgment is hereby accepted pursuant to the provisions of the General City Law and other related laws.

BE IT FURTHER RESOLVED, that Todd Venning, City Manager of the City of Newburgh; Joanne Majewski, Assessor of the City of Newburgh; Kelly M. Naughton, Esq. on behalf of Naughton & Torre, LLP, as Special Counsel, be and they hereby are designated as the persons for the City who shall apply for such approval pursuant to the aforesaid laws.

At an IAS Part of the Supreme
Court of the State of New York held for
the County of Orange, at the Orange
County Courthouse,
Goshen, New York on the
day of , 2023.

PRESENT:

HON. E. LOREN WILLIAMS,
Justice

-----X

In the Matter of the Application of
MARTIN K. KOLT and ETHAN J. KOLT,
Granite Real Estate Tax Consultants, LLC, Agent,
Petitioners,

CONSENT JUDGMENT

- against -

Index No. EF003929-2020
EF005236-2021
EF004211-2022

CITY OF NEWBURGH, a Municipal
Corporation, its Assessor or Board of Assessors
and Board of Review,

Respondents,

- and -

NEWBURGH ENLARGED CITY SCHOOL
DISTRICT,

Intervenor-Respondent.

For a review under Article 7 of the Real Property
Tax Law, etc.

-----X

The above Petitioners having heretofore served and filed the Petitions and
Notices to review the tax assessments fixed by the City of Newburgh for the assessment years
2020, 2021 and 2022 upon certain real property located at 311 First Street, City of Newburgh,
and designated as Section 29, Block 1, Lot 1.1 on the Official Tax Map of the City of
Newburgh, Orange County, New York, and

The issues of these proceedings having duly come on for trial at an Tax
Certiorari Term of this Court, and the Petitioners having appeared by Joseph E. St. Onge, Esq.,
their attorney, and the respondents having appeared by NAUGHTON & TORRE, LLP, Special

Counsel for the City of Newburgh, KELLY M. NAUGHTON, ESQ., of Counsel, and the Intervenor-Respondent having appeared by SHAW, PERELSON, MAY & LAMBERT, LLP, their attorneys, IRA S. LEVY, ESQ., of counsel, and the parties having made their settlement, it is

ORDERED, that the tax assessments of the property of Petitioners designated as tax parcel Section 29, Block 1, Lot 1.1 be and the same are hereby confirmed, reduced, corrected and fixed as follows:

<u>Assessment Year</u>	<u>Tax Year</u>	<u>Reduced From</u>	<u>Reduced To</u>	<u>Reduction</u>
2020	2021	864,800	815,000	49,800
2021	2022	864,800	815,000	49,800
2022	2023	864,800	840,000	24,800

and so reduced and confirmed, it is further

ORDERED, ADJUDGED AND DECREED, that the officer or officers having custody of the assessment rolls upon which the above-mentioned assessments and any taxes levied thereon are entered shall correct the said entries in conformity with this order, and shall note upon the margin of said rolls, opposite of said entries, that the same have been corrected by the authority of this order, and it is further

ORDERED AND DIRECTED that the City of Newburgh and/or the County of Orange, State of New York, be and is hereby directed and authorized, to audit, allow and pay to the Petitioners on any assessment reduction the amounts, if any, of State, County, City, Judiciary, Fire, Water, Refuse, Sewer, Ambulance and all other ad valorem taxes, together with proportionate share of any interest or penalty paid by reason of delinquent payment of

said excess taxes paid by the Petitioners as taxes against the erroneous assessments in excess of what the taxes should have been if the said assessments had been determined by this Order, with interest thereon from the date of payment thereof as provided by Section 726 of the Real Property Tax Law of the State of New York, and it is further

ORDERED AND DIRECTED that the Trustees of the Newburgh Enlarged City School District, unless sooner paid, at the next budget or other appropriate meeting following the entry of this Order, shall audit, allow and pay to the Petitioners that part of the taxes representing school taxes and library taxes which is in excess of what such taxes would have been if the assessments complained of had been as herein ordered and determined, together with interest, thereon from the date of payment thereof as provided by statute, and it is further

ORDERED, ADJUDGED AND DECREED, that all tax refunds are to be paid with interest pursuant to Section 726 of the Real Property Tax Law of the State of New York; provided, however, interest shall be waived in the event that the refunds are paid within sixty (60) days from the date of service of this Order with notice of entry upon the respective taxing authorities, and it is further

ORDERED AND DIRECTED that all tax refunds hereinabove directed to be made by the County of Orange, and/or any of the various taxing authorities, be made by check or draft payable to the order of JOSEPH E. ST. ONGE, ESQ., as attorney and agent for the Petitioners, who is to hold the proceeds as trust funds for appropriate distribution, and who is to remain subject to the further jurisdiction of this Court in regard to his attorney's lien, pursuant to Judiciary Law Section 475, and it is further

ORDERED, that this Order hereby constitutes and represents full settlement of the tax review proceedings herein, and there are no costs or disbursements awarded to, by or against any of the parties, and that upon compliance with the terms of this order, the above-entitled proceedings be and the same are settled and discontinued.

ENTER,

HON. E. LOREN WILLIAMS, J.S.C.

SIGNING AND ENTRY OF THE WITHIN
ORDER IS HEREBY CONSENTED TO:

KELLY M. NAUGHTON, ESQ.
Naughton & Torre, LLP
Attorneys for Respondents
40 Matthews Street, Suite 209
P.O. Box 216
Goshen, New York 10924
knaughton@bmglawyers.com

SHAW, PERELSON, MAY & LAMBERT, LLP
Attorney for Intervenor-Respondent
115 Stevens Avenue
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JOSEPH E. ST. ONGE, ESQ.
Attorney for Petitioners
670 White Plains Road
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jes@jstongelaw.com