

A regular meeting of the City Council of the City of Newburgh was held on Monday, April 10, 2023 at 7:00 PM in the third floor Council Chambers at City Hall, 83 Broadway, Newburgh, NY.

Moment of Silence / Momento de Silencio

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

Pledge of Allegiance / Juramento a la Alianza

Roll Call / Lista de Asistencia

Present: Mayor Harvey, presiding; Councilmember Grice, Councilmember Martinez, Councilmember Monteverde, Councilmember Shakur, Councilmember Sklarz, Councilmember Sofokles - 7

COMMUNICATIONS

Approval of the minutes from the City Council meeting of March 27, 2023 / Aprobacion del Acta de la Reunion General del Consejo del 27 de marzo de 2023

Councilmember Shakur moved and Councilmember Grice seconded.

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

CARRIED

City Manager Update / Gerente de la Ciudad Pone al Dia a la Audiencia de los Planes de Cada Departamento



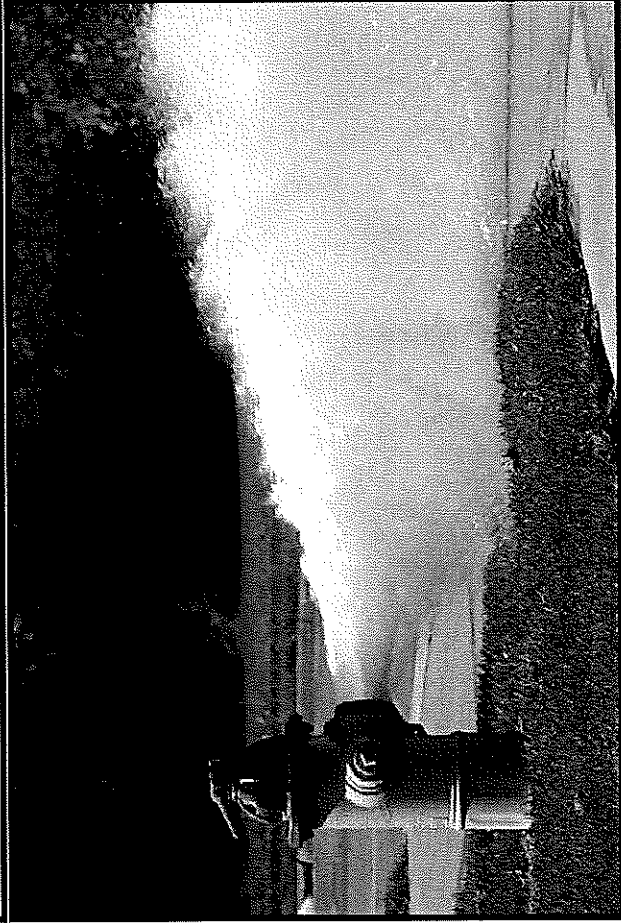
City Manager's Update

Newburgh City Council Meeting

Monday, April 10, 2023

Fire Hydrant

Flushing



BEGINS APRIL 10, 2023

- Process will take two to three weeks to finish
- Use Caution when approaching flushing operations
- Refrain from doing laundry when our operators are in your area
- Expect loss of some pressure and possible discolored water while hydrants in your area are flushed

PLEASE CHECK WATER BEFORE USE

- Contact the Water Department at 845-565-3356 during regular business hours or 845-561-6080 after hours if you have additional questions or require additional information



Administration Division

- Budget proposals contain \$600 Million for the clean Water Infrastructure Act
- Includes \$50 million in grants to replace lead water pipes at no cost to homeowners



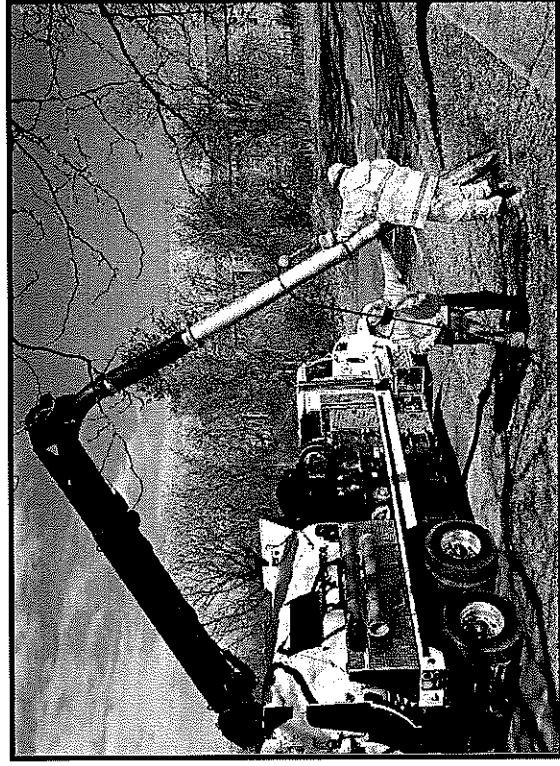


CITY OF NEWBURGH WATER DEPARTMENT UPDATE

Administration Division

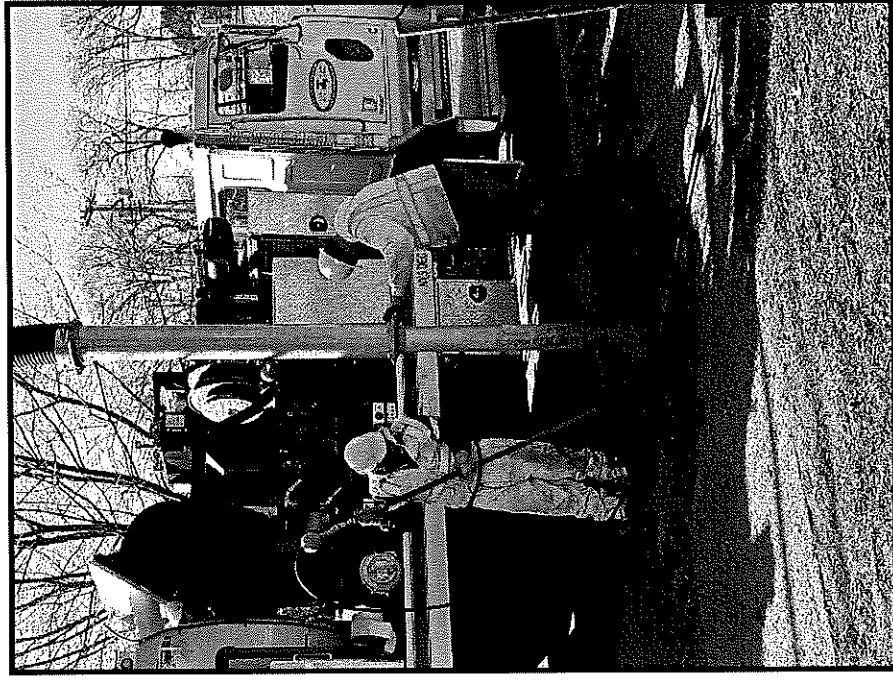
Citywide Drinking Water Service Line Inspection Program Kicks off on April 17, 2023

Letters have been sent out to the public in the
construction corridor



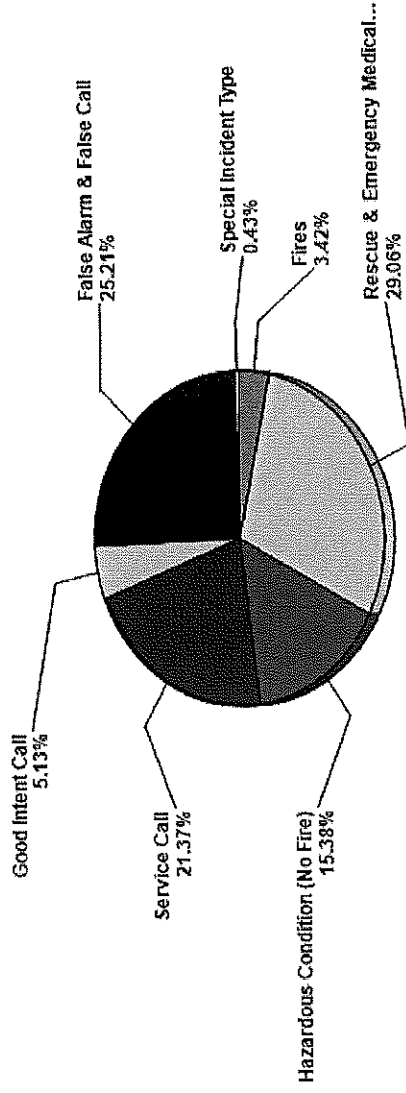
Questions?

Contact the Water Department at 845-565-3356

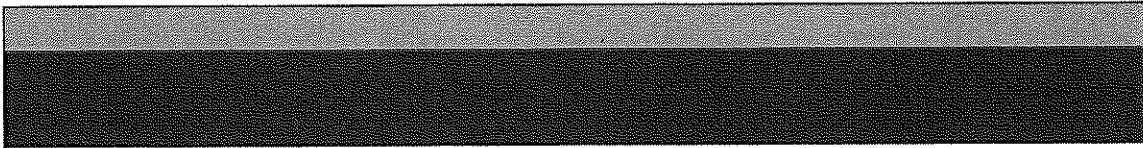




REPORTING PERIOD BREAKDOWN MARCH 2023

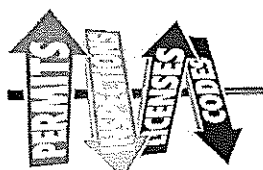


MAJOR INCIDENT TYPE	# INCIDENTS	% of TOTAL
Fires	8	3.42%
Rescue & Emergency Medical Service	68	29.06%
Hazardous Condition (No Fire)	36	15.38%
Service Call	50	21.37%
Good Intent Call	12	5.13%
False Alarm & False Call	59	25.21%
Special Incident Type	1	0.43%
TOTAL	234	100%



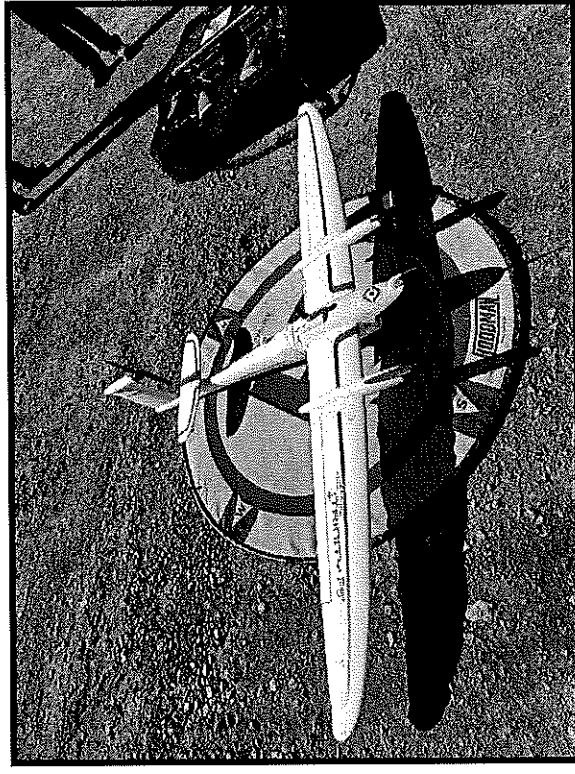
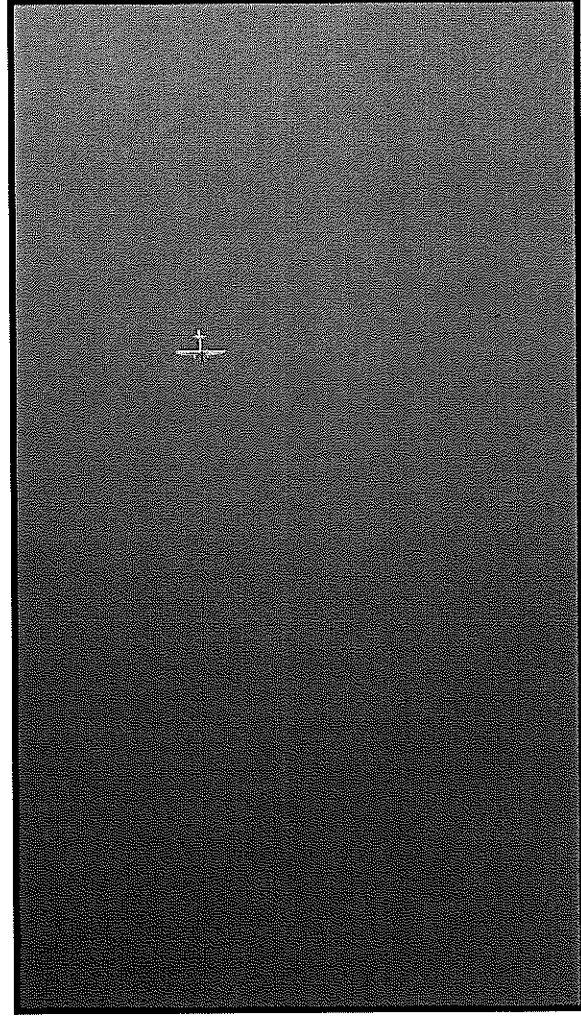
**NO
PARKING
ON
SIDEWALK**

VIOLATORS WILL BE TICKETED

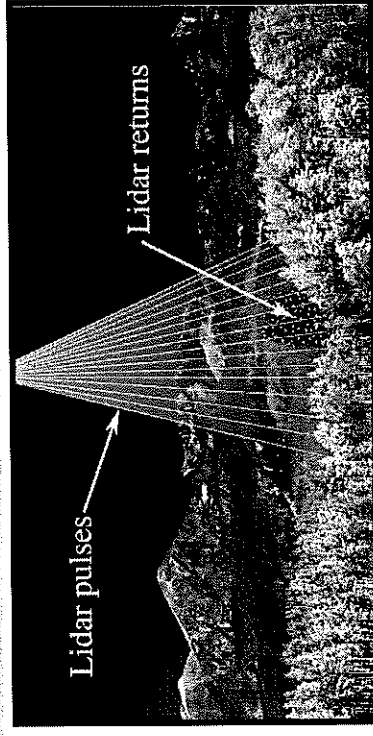




CRYSTAL LAKE LAND SURVEY

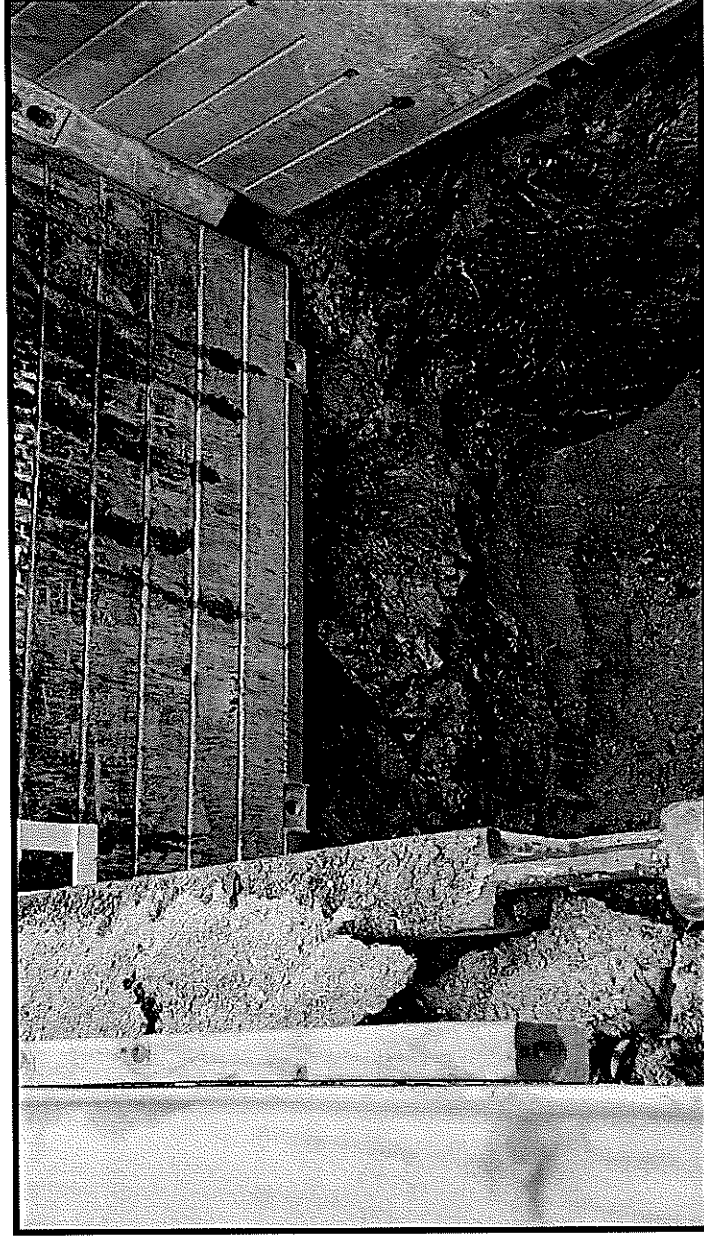


Survey involves an aerial scan of the property with
LIDAR (Light Detection and Ranging) equipment
mounted to a GPS guided drone





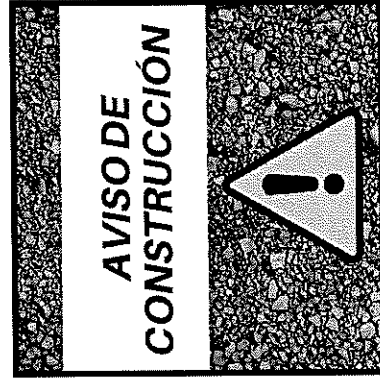
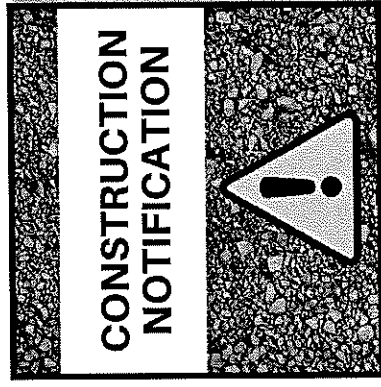
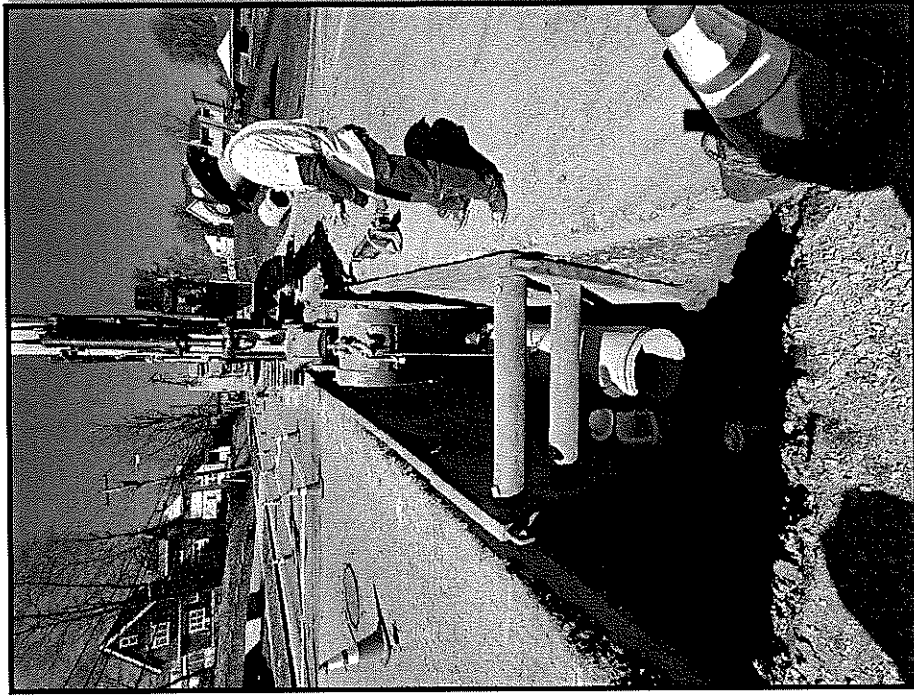
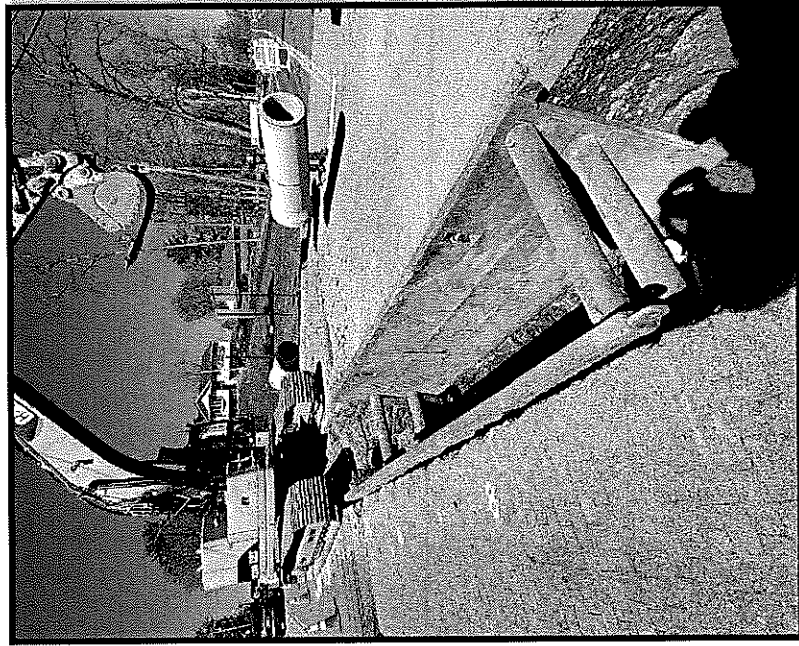
**MAJOR MILESTONE IN \$32M
NORTH INTERCEPTOR IMPROVEMENT PROJECT**



**Specially Designed Tunnel Boring Machine Uses Innovative Microtunneling Process to Complete First of
Three Tunnels in Transformative Clean Water Infrastructure Project**



NORTH WATER STREET SEWER SEPARATION PROJECT



CITY OF NEWBURGH RECREATION DEPARTMENT UPDATE

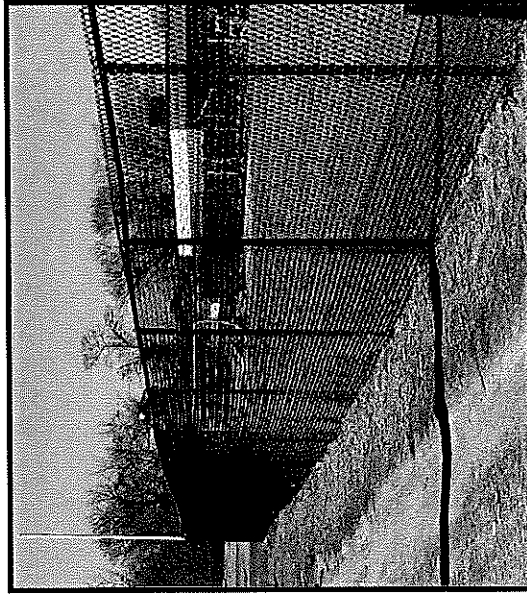
Revitalization of Delano-Hitch Park



**NEW ENTRANCE TO OFFICE
COMPLETED**



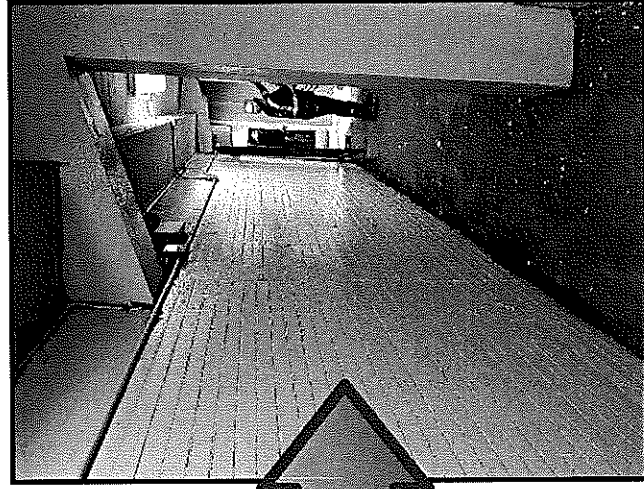
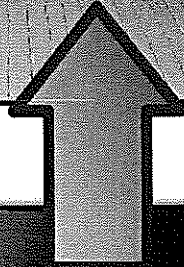
**NEW PITCHERS MOUND
INSTALLED**



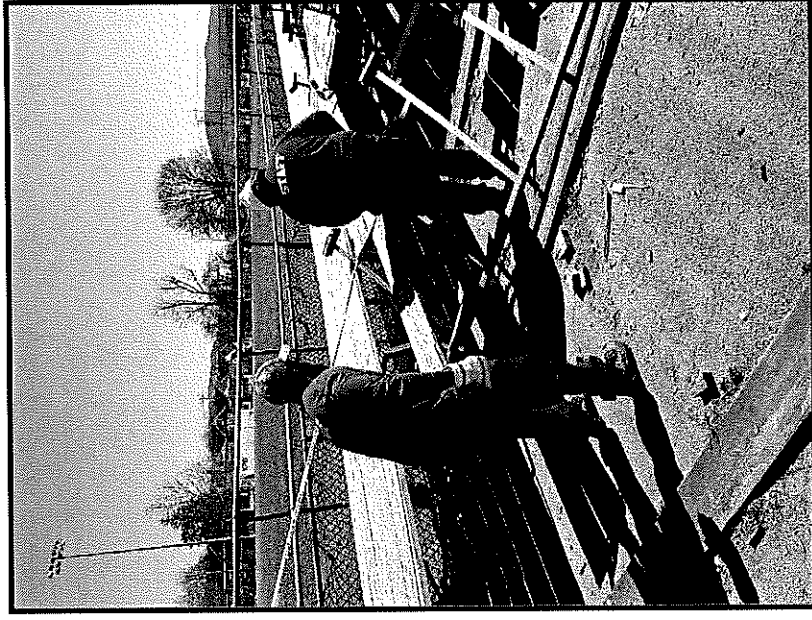
**REPAIRED AND REPLACED
OVER 900 FEET OF OUTFIELD
FENCING**

CITY OF NEWBURGH RECREATION DEPARTMENT UPDATE

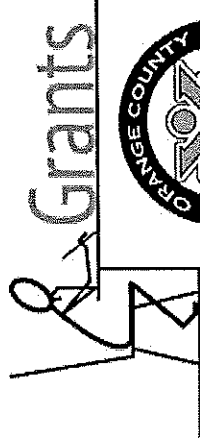
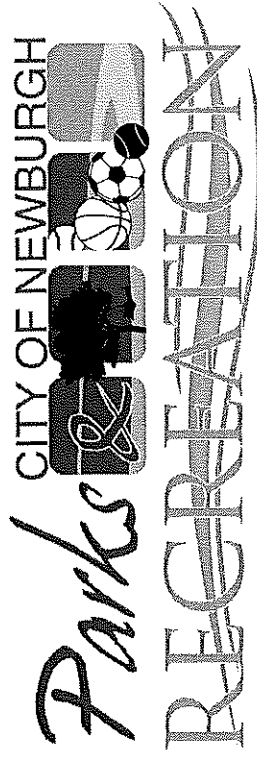
Revitalization of Delano-Hitch Park



**CLEANED UP THE INTERIOR OF THE
DELANO-HITCH STADIUM**



**OLD BLEACHER REMOVED WITH
AN UPDATE COMING SOON!**

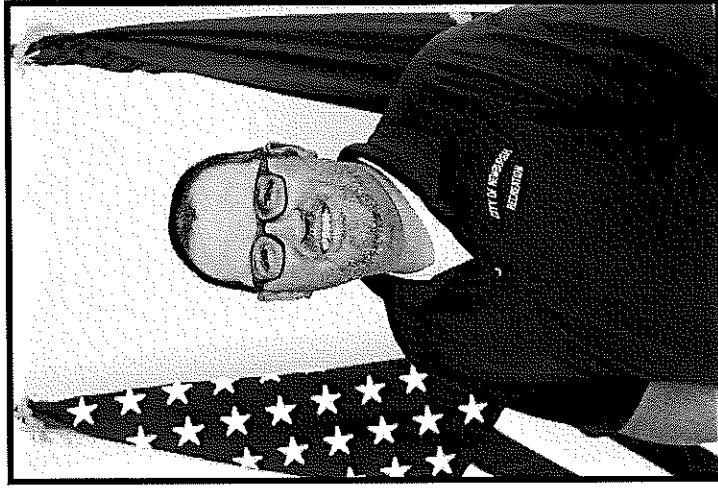
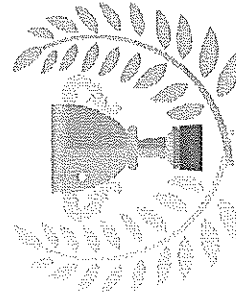


✓ HIGHEST NUMBER OF GRANTS
APPLIED FOR IN A CALENDAR YEAR

✓ ALL TWELVE (12) APPLICATIONS
ACCEPTED & AWARDED

✓ THE TOTAL FUNDING AWARDED
WAS \$63,000.00

**RECORD
BREAKING**



Summer Fun Starts Here!

Register now for Newburgh Recreation Summer Camp

Outdoor Fun, Entertainment, Special Events, and Trips

Register in person at the Recreation Office



For more information contact 845-565-3230 or
cityofnewburgh.reeddesk.com/community/home

Now Hiring!! Summer Day Camp Staff



Starting at

\$15.00 per hour

How to Apply:

In person at the Recreation Office

At City Hall

Online at www.cityofnewburgh-ny.gov

2023 SPRING AND SUMMER PROGRAMMING INFORMATION



DELANO-HITCH RECREATION PARK
401 WASHINGTON STREET

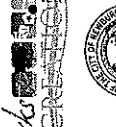
2023 SPRING SOCCER CLINICS

5:00 PM - 6:00 PM
6:00 PM - 7:00 PM
7:00 PM - 8:00 PM
13 - 15 YEARS OLD
7 - 9 YEARS OLD
10 - 12 YEARS OLD

4 WEEK PROGRAM
MAY 10 - MAY 31
WEDNESDAY NIGHTS

RESIDENTS: \$45
NON-RESIDENTS: \$50

REGISTER IN PERSON AT
 401 WASHINGTON STREET OR AT:
 CITYOFNEWBURGH.RECDESK.COM



2023
★ SPRING YOUTH BASEBALL PROGRAM
★ 6 WEEKS
RESIDENTS: \$40
NON-RESIDENTS: \$50

LOCATION:
401 WASHINGTON STREET
BASEBALL FIELD #2
LIMITED EQUIPMENT PROVIDED

7 - 10 YEARS OLD TUESDAYS & THURSDAYS MAY 9 - JUNE 15* 6:00PM - 7:00PM	5 - 6 YEARS OLD FRIDAYS MAY 12 - JUNE 16* 6:00PM - 7:00PM
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REGISTER IN PERSON AT
 401 WASHINGTON STREET
 OR ONLINE AT:
 CITYOFNEWBURGH.RECDESK.COM
 *Dates are subject to change



Parks & RECREATION
ONE PAYMENT OF \$10 AND THEN FISH EVERY SATURDAY WITH US!

Channel U Fishing Program



CITY OF NEWBURGH
RECREATION
REGISTRATION ENDS
APRIL 15TH

This City of Newburgh Recreation Department has partnered with the NFL. We are hosting an NFL Flag football program that will be instructional and competitive.

Ages 6-8: 9-11; 12-14 years old.
 Participants will meet every Monday and Wednesday evenings.
Location: Delano Hitch Football Field
Fee: \$70-\$80

There will be a COMBINE on Saturday, April 15th to assess each participant and their coaches will dock their teams. Games will begin April 26th.

FLARE


 • Stop in-person to the Activity Center at 401 Washington St.
 • or online at:
<https://cityofnewburgh.recdesk.com/Community/Program>

Parks & Recreation
CITY OF NEWBURGH

FOOD TRUCK FRIDAY!

**3 FOODS TRUCKS
FOOD & FUN**

AT DELANO HITCH PARK
401 Washington St., Newburgh, NY 12550

April 14
Beginning

OPEN AT 11-3

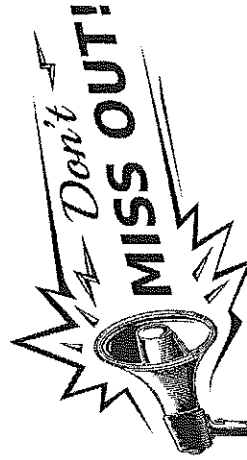
REGISTER: 845-565-3230
MUST HAVE Peddler's and OC Dept. of Health Permits

Don't MISS OUT!

SW. Sweeties
77-386

SW. Sweeties
BROWNIES
CUPCAKES
PEANUT BUTTER
STICKS
CHOCOLATE
CANDIES
TRAYS

LOVES UPHUS JONES

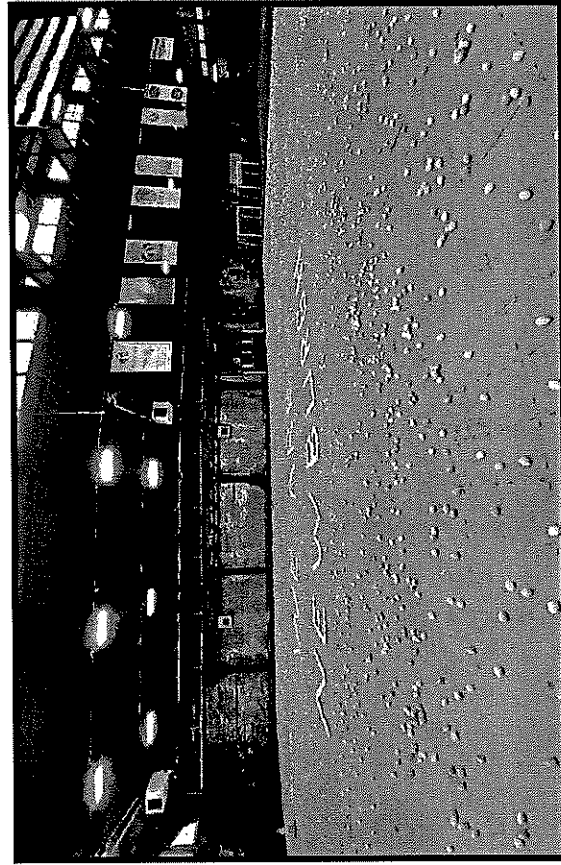


**1ST ANNUAL
COMMUNITY SPRING
TAG SALE**
401 Washington St.
parking Lot

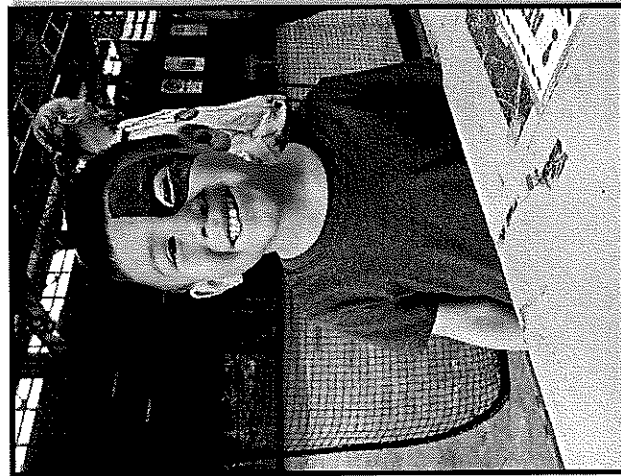
APRIL 15
8AM - 4PM

Food Trucks on Site
Live Music from 11:00 to 3:00

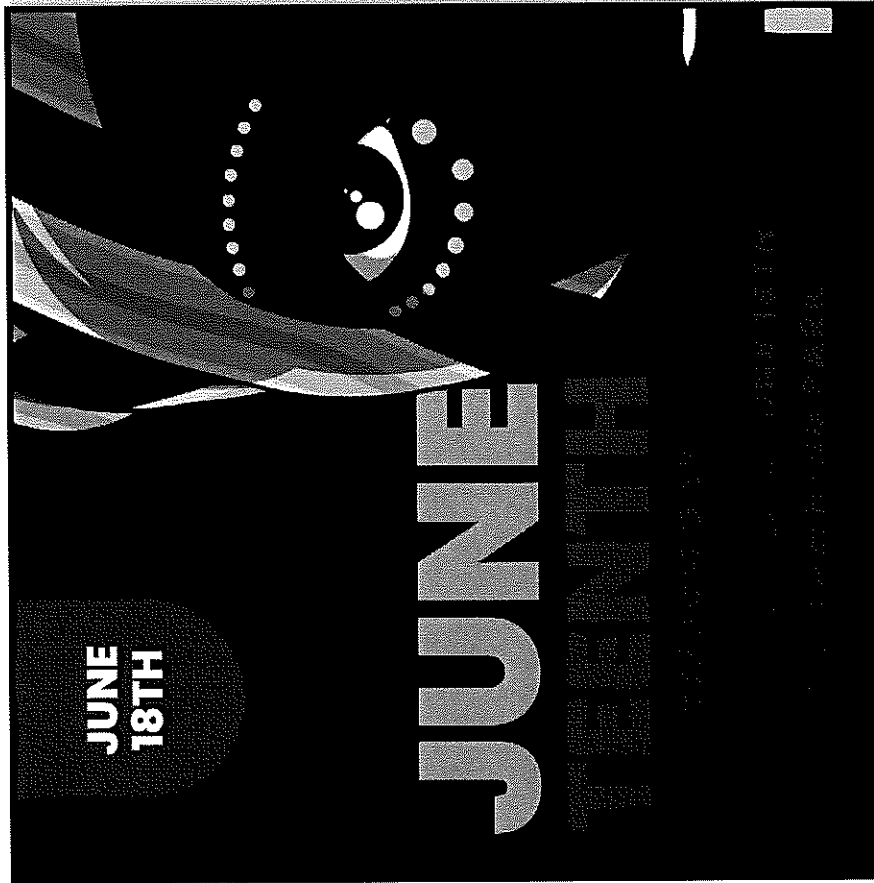
THANK YOU!



City of Newburgh Recreation & We Are Newburgh Youth Center
PRESENTS
EASTER
egg hunt
FREE



CITY SPONSORED EVENT



VENDORS

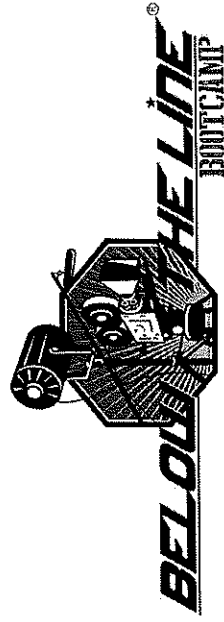
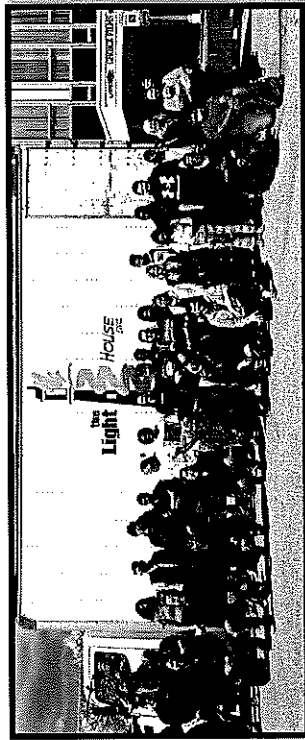
VOLUNTEERS

EMAIL CREAMPUFFSLLC@GMAIL.COM

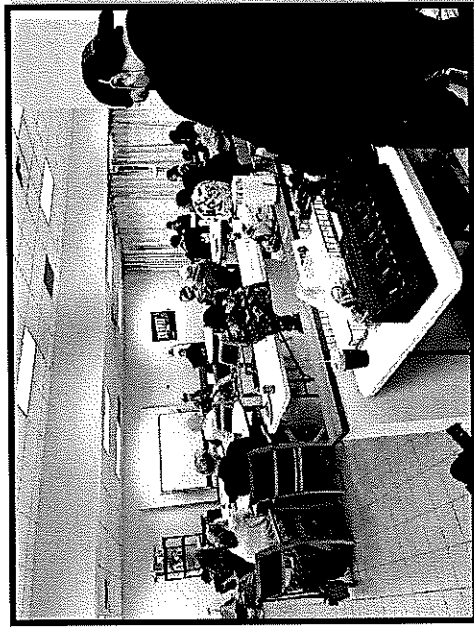
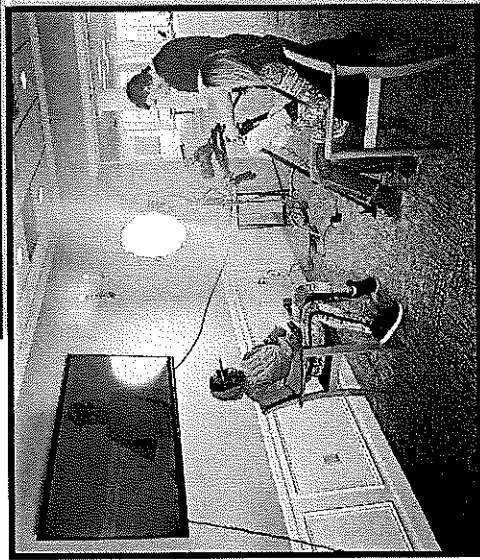
- Deadline for vendors(\$100) June 10th
- volunteers will be fed and have own break area!!
- volunteers are being asked to look after the kids & that we police our surroundings
- Food Vendors please email first for details,



NEWBURGH CITY COUNCIL RE-ESTABLISHES FILM & TELEVISION WORKFORCE TRAINING PROGRAM FOR CITY RESIDENTS



<https://www.choicefilms.com/btl-bootcamp>



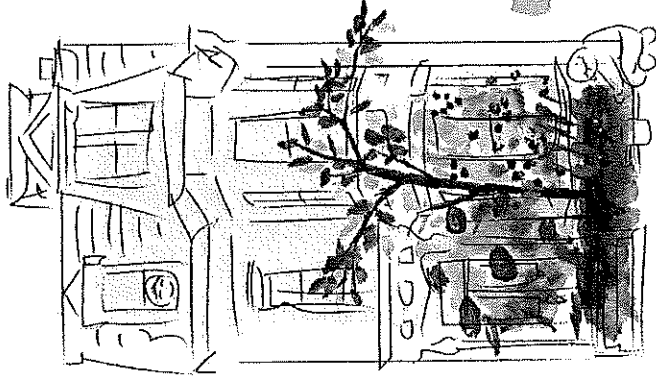
\$10,000 Grant for "Below the Line Bootcamp" Workforce Training Program Covers Stipends, Transportation, and Childcare Costs for City Residents



Thank you, Newburgh Urban Farm and Food Inc. (NUFFI),
for holding the Recycling Food Waste and Compost Forum
on March 31!

NUFFI's NEXT EVENT!

grow food.
grow change.



URBAN FARMING FAIR

Saturday, April 29th

from 12:00 - 4:00pm

FREE ADMISSION

DOWNING PARK URBAN FARM 207 CARPENTER AVE.

A CELEBRATION OF FARM FUN • LOCAL FOODS
RAFFLES • KIDS ACTIVITIES • BEES • AND MORE!



Website: NewburghUrbanFarmAndFood.org

The Newburgh Farm and Food Initiative (NUFFI) is a not-for-profit organization in the City of Newburgh with a mission to build a just and equitable system to ensure fresh food is accessible to everyone.

CITY OF NEWBURGH

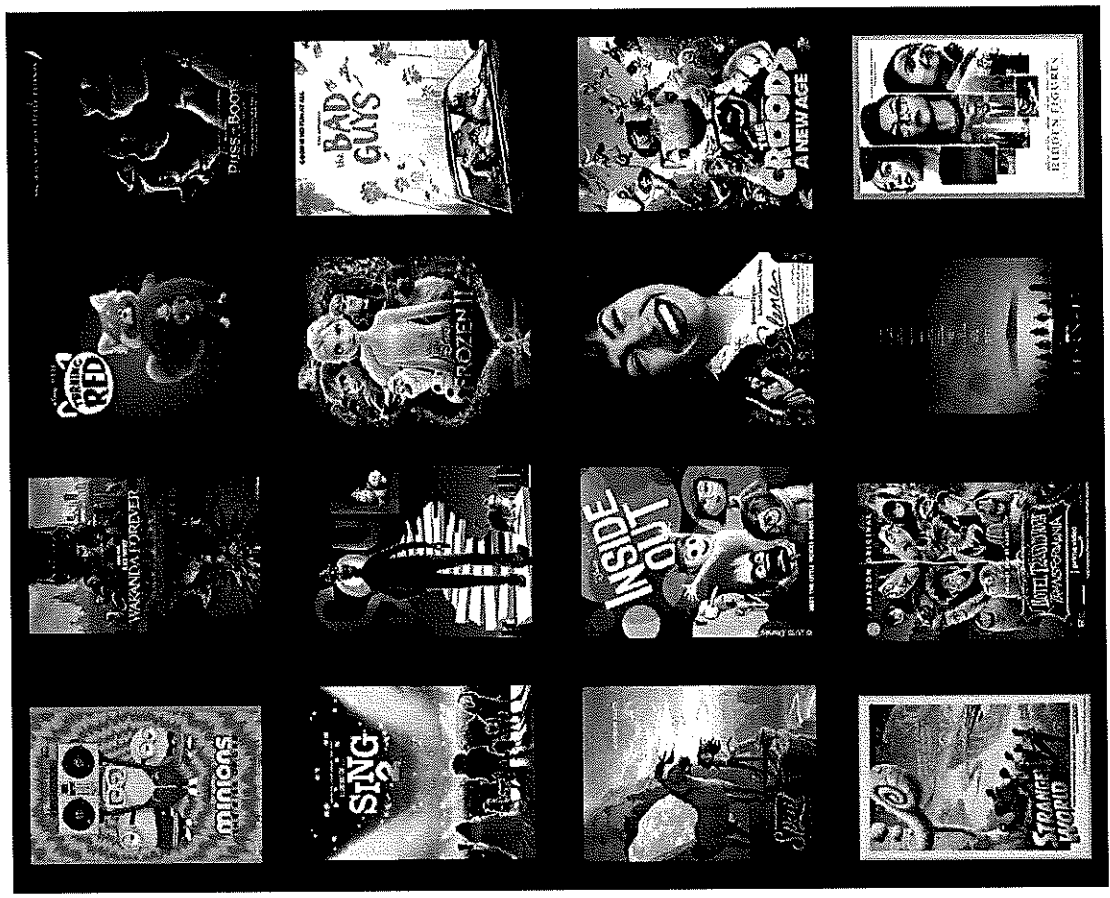
SUMMER
MOVIES
CONTEST

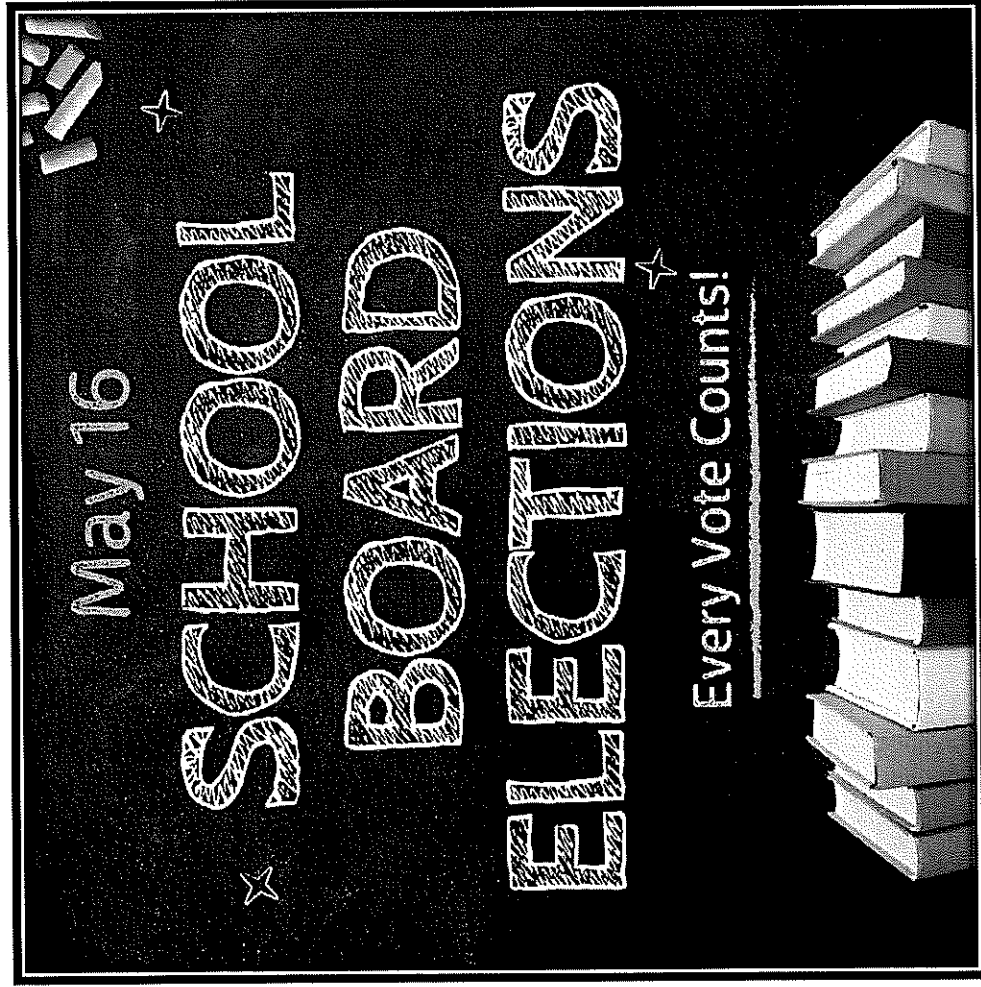
CAST YOUR VOTE
ONLINE

DEADLINE - APRIL 13!

Visit the City of Newburgh
online for details

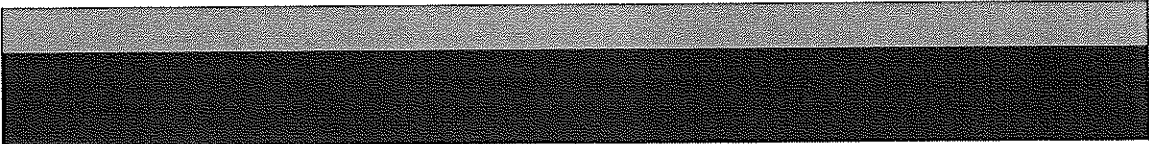
www.cityofnewburgh-ny.gov





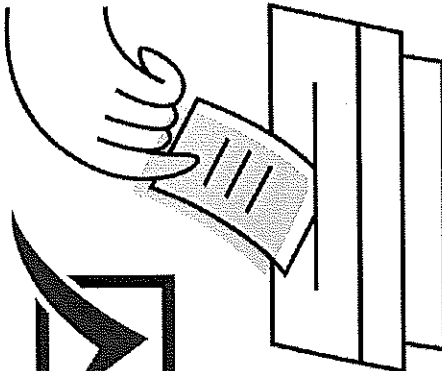
CURRENT BOARD OF EDUCATION
MEMBERS

ANYONE WHO HAS QUESTIONS REGARDING
THEIR VOTER REGISTRATION STATUS OR
OTHER RELATED INQUIRIES CAN CALL THE
COUNTY BOARD OF ELECTIONS AT:
845-360-6500



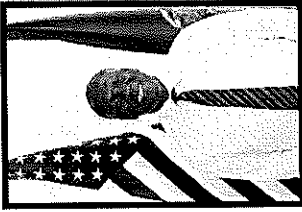
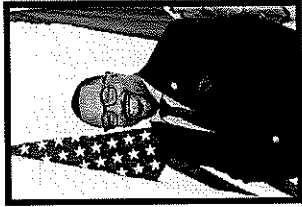
June 27

PRIMARY
ELECTION



YOUR VOTE MATTERS!

General Election - November 7



OFFICE	TERM
Mayor	Four (4) years
Council Member at Large	Four (4) years
Council Member at Large	Four (4) years

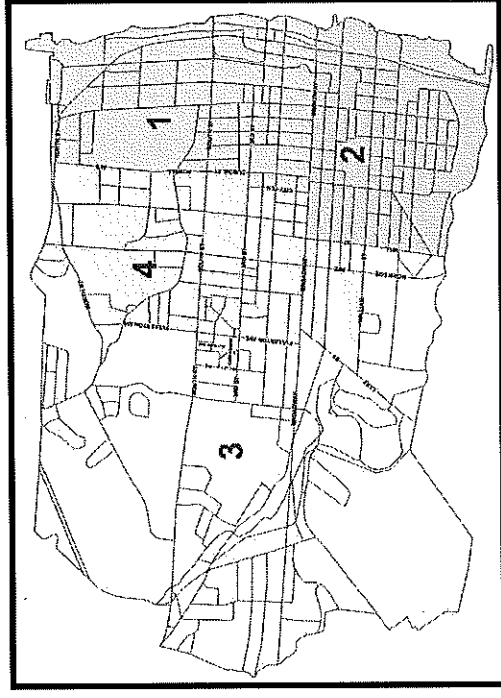
Primary Election - June 27
General Election - November 7

ANYONE WHO HAS QUESTIONS REGARDING
THEIR VOTER REGISTRATION STATUS OR
OTHER RELATED INQUIRIES CAN CALL THE
COUNTY BOARD OF ELECTIONS AT:
845-360-6500

BOARD & COMMISSION VACANCIES REMINDER



**CITIZENS ADVISORY COMMITTEE
SEEKS
MEMBERS FOR
DISTRICTING COMMISSION**



- APPLY ONLINE ON THE CITY WEBSITE
- SEND COMPLETED APPLICATION VIA EMAIL:
BOARDS@CITYOFNEWBURGH-NY.GOV
- MAIL OR HAND-DELIVER APPLICATION:
CITY HALL – 83 BROADWAY
- MUST BE A CITY RESIDENT ELIGIBLE TO
VOTE AND NOT AN ELECTED GOVERNMENT
OR POLITICAL PARTY OFFICIAL



CONTACT US

Members of the news media are asked to direct all press inquiries to:

press@cityofnewburgh-ny.gov

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

Nydia Padilla-Barham, Attorney said she has been here for about fifteen years and mostly represents people with real estate transactions. She represents many people who have purchased property from the City of Newburgh and one item on the agenda tonight is for the property at 182 Broadway for a release of restrictive covenants. At the Work Session she heard some comments that she wanted to clarify about her client who purchased this property from the City with his funds and presented his proposed renovations. This property, although people may not love the way it looks, has come a long way. The roof has been replaced and there was no gas service, so it took a year to get new lines for gas service installed. He installed three new boilers and a heating system as well as updated the electrical system which he obtained permits for. When he asked for the release of restrictive covenants, we were faced with similar questions for things that he already had permits for. He closed all of the violations on the property and has put a significant amount of money into this property so she is asking the City to consider that he has followed all of the rules and did as much as he could.

Jewel Martin, City of Newburgh said her concern is for the Fire Department. As a resident of the City, she is supposed to understand about budget cuts, but she doesn't understand how they came up with money for two individuals and one failed as a Firefighter twice and now they are creating a position for a Fire Commissioner, which she doesn't understand. Either you do have money and don't want to fund the department and what they need or take money from somewhere else. There was a comment at the Work Session concerning the Police and overtime, but they are not being funded the way they need to be funded because all of these departments are lacking what they need. She will continue talking on behalf of all of the departments until something comes through and is done.

Paul Ernenwein, 20 Brewer Road, past Chair of Newburgh Illuminated said that the City has their Permit before them and it's the third Permit they have submitted. Newburgh Illuminated has been an incredible success. If you participated in 2016, 2017, 2018 and 2019 you know that Newburgh Illuminated was a success because it extinguished ignorance throughout the Hudson Valley. When you grow up here and hear that your hometown is dangerous and nasty and then come back as an adult with resources to celebrate life and family with the community, people constantly question why are you doing it? Many people in this room got together and said that ignorance is wrong and it has to stop so we are going to do something to illuminate our community and our city. We are going to remind Marlboro, Pine Bush, Beacon, Poughkeepsie, White Plains and our Legislators by illuminating who we are and extinguishing the ignorance. It was Mayor Kennedy who asked him to start a not-for-profit corporation so in 2016, 2017 & 2018 he and many others here saw people coming from all over the region to celebrate this City so he is asking that their Permit be approved for 2023.

Rich Fracasse, City of Newburgh said that on his way here tonight he was angry but once he got here everyone was saying hello to him so he may not always agree with them but he cares about them. He believes that our City Manager was ill advised and the majority of the issues that took place at the last Newburgh Illuminated Festival was directly due to one particular person and we are here now because of that. He has put hundreds of hours and tens of thousands of dollars out of his pocket and the only thing he gets out of it is seeing

people smile. He hears things like the City Council doesn't get their due, but we put a special spot on the stage for the Council to claim this as theirs. He also heard someone say that this isn't inclusive but the only people who are not included here are dead people because we don't care what color you are we want you here. That is what Newburgh Illuminated is and if you look at some of the past pictures you will see hundreds of people smiling. There were some issues but they were resolved and had nothing to do with anyone in this room or on the Committee. We have applied for this three times and shrunk it down but were told there would be no negotiations and it was going to be moved to Ann Street. How are you going to put a hundred thousand people in an area that is being shrunk down to a third of its size? Also, we cannot end it at 7:00 pm because we are not spending a hundred thousand dollars for a few hours. We submitted our application and it will probably be denied again which is unfortunate because tomorrow morning we have a meeting with the Town of Newburgh who is begging us to come there.

Gabrielle Hill, City of Newburgh noted that Newburgh Illuminated supports local businesses so whatever we can do to shop local and support them is something we should take a close look at. She asked if someone could please expand on Item #12 regarding the Grant for \$46,000.00 and what that money would be used for. She hasn't seen any updates on the Aquatic Center and our children desperately need a swimming pool. At the Rec Department we need to think about when school starts, if we could have some programming there when the kids have no school.

Debra Danzy, Lake Drive, thanked the Mayor, City Manager and Councilmembers Grice, Shakur and Sklarz for the quick response to Lake Street on March 27th when the power went out. She also thanked DPW for the work done on Lake Street but noted that they need a Yield Sign and S. William Street needs help. She noted that on June 21st, Lake Street, Burton Towers, Cerone Place, Mullins and Kenney will be honoring Councilman Grice on his retirement from the City Council. Lastly, she did not know they weren't going to support Newburgh Illuminated but we have to support it for the local businesses here in Newburgh. Is there any way their Permit could be reconsidered because they are a vital part of this city, and we always look forward to this on the first weekend in June. If it is possible, please support Illuminated because we don't want it to go somewhere else.

Dan Brown, 87 Broad Street and owner of the Wherehouse said that in 2008 he pictured Newburgh as a neighborhood where music, art and paint would bring it back to life which is why he invested here and watched the area develop and saw things come, go, fail and move forward. When they opened in 2008, many of the storefronts were unoccupied and many of the streetlights didn't work so the streets were dark. Bit by bit the lights came on and more stores opened one at a time covering all of Liberty Street so it has become a vibrant section of the City. Illuminated helped to attract customers and brought people to the area and it gave the people of Newburgh a day of celebration with music, art and color. It has given a much needed image boost to our City and if canceled it will give the haters another excuse to condemn this City.

Sam Satanovsky, 261 Liberty Street said he moved here to Newburgh about two years ago. He had visited the City and went to the Festival and was amazed which is when he fell in love with this City. He decided to move here and open his own business, Toasted, at 45 Liberty Street and he loves being part of the community. When he first moved here, he talked to Rich Fracasse to see how he could get involved with Illuminated because he

wanted to be part of it and now it's sad that has to defend something that sold him on this City. They have a hundred thousand people who want to come here for a day which should be celebrated and embraced. We should be doing everything we can to accommodate them and work around it. Yes, we had issues last year but the crowd has grown by almost twenty percent which is something that shouldn't be punished. What we should ask ourselves is why wasn't there police presence in those areas because the fight that happened was in the middle of Broadway in the middle of the festival and at 8:00 pm there was no police presence there? He thinks the questions everyone is asking on what should happen with Illuminated are being directed at the wrong people so he hopes that the City Council has their back and can help with this.

Jacqui Jarmann, Bush Avenue and owner of Newburgh Mercantile said a lot of people turned out for their Shop Small Event in November which was a great success. The City Manager signed off and gave them free parking for the day so thanks for that and we plan to do a Spring Into Newburgh Event on May 13th with a Wellness Event and an Art Show to encourage everyone to come out to support all of the businesses in Newburgh that day. It is her understanding that the main stage for Newburgh Illuminated was moved from right next to her shop to in front of City Hall so her business will be behind the stage. Will the public have access to go past the stage to visit her business or will it be blocked off? She understands the need for control and to keep the community safe but don't sacrifice her business because it's not fair. She works hard for this City and was one of the people who brought Illuminated to Broadway in 2015 and she worked tirelessly through 2018 for that Festival and her City. She is helping to organize the businesses and make things attractive so people want to come here and support us so to be isolated that day is beyond belief. If this can't be worked out, will the City pay her for lost sales on that day? She has one of the very few minority women owned businesses in this City so what does she have to do to make everyone understand how important small businesses are to this City.

Dan Gilbert, City of Newburgh said he owns a business on Broadway and employs over twenty City of Newburgh residents so with Newburgh Illuminated he is a little disappointed that it has come to this. If they can find it in their hearts to do what they can to help the businesses it would be great because they all have been battered by the Pandemic. Please do what you can to help the small businesses here.

Carlos Navarro, owner of Palates Wines and Spirits on Liberty Street asked what is going to happen with the storm drain and how long is this going to take because it is affecting our businesses. On Newburgh Illuminated, if safety is a concern and you put one hundred thousand people on one street that's a mousetrap and it will be worse if there is a stampede. He doesn't think there is much dialogue and communication between the City Council and the business owners.

Eric Jarmann, City of Newburgh thanked the Council for their approval of the Permit for the Art Along the Fence Show on Liberty Street in front of Washington's Headquarters. It's going to be an exciting event that we hope to have more than once a year. With Newburgh Illuminated, to protect and serve, protect the people who come to this event but don't do it at the cost of the small businesses. That's where the serve comes in so please don't pick between the two. With the construction and blockage at the foot of Broadway, the entire east end business district is suffering because almost every way to get from the Waterfront up to here is currently blocked. There is no signage directing people on how to

get from the Waterfront to where we are. When it comes to small business, signage is an issue because you have to go through a stack of papers to apply for a sign permit. If it is going onto the building, he understands that but if he wants a sandwich board sign on the sidewalk, he is supposed to do the same amount of paperwork which is overkill. Let's review the guidelines for signage because businesses need clarification on what they are supposed to do because it is very confusing. Lastly, there seems to be selective enforcement and depending on what street you are on your business is subject to critical and biased enforcement of the Codes yet other streets get zero.

Michelle Basch, City of Newburgh and owner of the Wherehouse continued her husband's final comments, *Granted times have changed and with many events things need to be evaluated and tightened up which can simply be agreed upon, however, this is not the time to turn out the lights.* She noted that she was a dear friend of Judy Kennedy and worked on the five-year plan with her which is when she came up with the idea of Illuminated to show the City in a good light. Since Edison was here and put the lights on in the City of Newburgh, we combined that event with painted wooden lightbulbs throughout the City. For the first Illuminated there was a donkey for the kids to ride and we started seeing people in 2013 coming from other neighborhoods and every year it grew and people came from all over the City saying they were proud to be here. Suddenly people were coming into the City and they bought our buildings and opened businesses all thanks to Judy Kennedy's vision for this City so we must remember that. Are there things we need to change to make sure it is safe? Absolutely. Should we be going on until 10:00 at night? No, but we certainly can go on as long as there is light.

Angela Paul-Gaito, owner of APG Palates at 87 Liberty Street said she feels there is a disconnection between the business in Newburgh and City Hall so we should find a way to meet more often to help each other. When she needed assistance, she was always able to get information that helped her with her business but then it stopped. Things always seem to start and work well and then they stop so it looks like Newburgh Illuminated is going to be one of those projects as well. It is an important Festival to keep around because it is attracting people here and there is no reason to make it shorter so let's talk and work together.

Chuck Bivona said he is a new resident in the City and opening a pasta shop here was a dream of his. He has friends all over and wherever Newburgh Illuminated goes it will succeed and be great. Without being able to grow and feel uncomfortable with stretching a budget or figuring out how to make something happen you can't get bigger, better and stronger.

Mr. Acosta, Barber Shop owner on Liberty Street said he wasn't planning on coming tonight because every time he comes to complain things never get done. He has complained about the Skate Park lights many times but there are still no lights yet. He complained about the soccer in Newburgh, but nothing has been done. He just found out that the person running the Park now is same person he talked about two years ago who stole money from everybody, and he doesn't want to lose hope in the City Council. He has come to talk about the meters because they are a problem and the small businesses are hurting. They took the Food Trucks off Broadway and now he hears that Newburgh Illuminated might be taken away from us. He wants to see the City and the youth here rise.

Sertaira Boyd, City of Newburgh said that she volunteers at the Festival and has always

invited her family and friends to attend. We don't have that many festivals, but this is an important one for our city because we are tired of the bad Press. If we need to do something with security, we have neighboring people that could help out so let's figure out a way to have a good time and be safe and secure. On PCRRB, we need to do something about landlords because they are taking residents money and not renewing leases. They are not putting in for permits and they are bringing in their own electricians and plumbers after hours when Codes is closed. We need to do something about these landlords who are not being held accountable.

John Falcon, Walden, said he is a new owner to Liberty Street Liquors and Laundry and one of his first visits to Newburgh was for Newburgh Illuminated. It helped him discover Newburgh and many people have no idea what Newburgh is like until they visit.

Carla Johnson, Lander Street asked why Dubois Street by the Hospital is so dirty and there is garbage everywhere. Every street is filthy and the homeless people have no place to go so they sleep at the Church on Dubois Street and in one year she witnessed seven to eight overdoses. Her daughter walks on the street and there are hypodermic needles everywhere. This event is for one day and she is outside three hundred and sixty five days a year doing work but the streets are getting hot and people are getting shot at one o'clock in the afternoon so it's getting bad. With PCRRB they have a lot of complaints from people saying they can't get reports from the police department so she would like to know what we are doing. The City keeps hiring Codes people but they keep dropping the ball and they need to do better. Landlords are getting a lot of money and they are putting people out so they are living in terrible conditions.

Chloe Schuyler, New Windsor, said she is the secretary to the Board of Newburgh Illuminated and noted that they have no employees or funding other than funds they raise themselves, so they are entirely volunteer. In some cases it's a group of maybe ten people that pull off this Festival and they do it because they love this City and the community. There are some individuals who are literally fighting three hundred and sixty five days a year for the betterment of our community and a one day Festival is not going to change it and we know that but it can make steps toward change. It can make steps toward partnership and inclusivity and all of the things that we all want. It's the one day she feels that we can all be out on the street together and really enjoy it whether you are rich, poor, from here or not it's a great day for everyone. She pointed out that the Gift of Life has a booth every year and they actually found a bone marrow donor last year here at the last Festival which saved a life. There is a voter registration booth, various law enforcement agencies and children's activities which were put on by the YMCA of Middletown at no cost to us. We have Washington's Headquarters and Realtors who have met new clients here all based on just one day. It can be the start of something really great and they understand it's a lot of work for everyone but it's a lot of work for everyone putting it on also. A lot has been said so if there are questions or comments or if you really don't want us to do it, please give her a call. We really want to do something for the good of the City and the good of all of us.

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

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

Mayor Harvey thanked everyone for their comments tonight and before going to comments from the City Council he asked Chief Geraci to come forward with pointers on public safety and why he and Commissioner Gomez made these recommendations.

Commissioner Gomez thanked everyone for their comments and noted they will all be taken into consideration. He clarified that at no point in time is the City of Newburgh Police Department denying the Newburgh Illuminated Permit and the Permit is going to be approved. Secondly, the Permit is not up to Ann Street so there has been misinformation out there. The Permit goes from Broadway all the way down to Lafayette and the only thing not included is the lot that you cannot use anyway because it's full of pipes and construction material. The other thing is, if you want to have a ten-hour festival, you can start at 5:00 in the morning and have a fourteen-hour festival, if you like, however, you want to start the Festival later in the day. We are not opposed to the Festival and the only thing we are changing on the footprint of the Festival is that one block and on this corner we are moving the stage for safety and construction reasons. That does not mean that next year the stage will not be back where you choose, however, Washington Street and Colden Street by that time will be all dug up so we need our Fire and Police Departments to have safe access to the City. If we block Grand Street and we have an emergency, we have no way to get to you. The only thing that is changing from the footprint is that lot so nothing else is changing. We are not stopping here at Ann Street, as it was said, and the other thing is that claims have been made that the Illuminated Festival is to illuminate the City of Newburgh so let's illuminate it during the day. On that day the forecast is that sunset will be at 8:25 pm so we are proposing that it stop at 7:00 pm so we have ample time to disassemble, and everyone can go home in a safe and orderly fashion. We are not restricting anyone from continuing their festivities after the Festival so they can still move around the City and go to the restaurants and businesses. We are not enclosing anyone in one block as it's been said so Broadway will be open from Grand Street all the way up to where they desire and the only block that has been taken out is that lot which is full of construction material. The Police Department supports the Illuminated Festival and we are not opposed to the Festival, however, we are in charge of the safety of our citizens and we made those recommendations based on prior experience and what is best for the safety of our citizens. We are not opposed to the Illuminated Festival and the Permit is going to be approved based on the parameters that we gave.

Chief Geraci said that he and the Commissioner are "transplants" but we have just as much love for this City as everyone else and we respect each one of you individually that are part of Newburgh Illuminated. Everyone who spoke tonight, with the exception of three people, has his cell phone number so he is accessible twenty-four seven. To this point we have had a great working relationship and it is not just one person who makes these decisions. Whether it's a permitted event for ten people or ten thousand, there is a process and the entire team of department heads, and the executive staff makes a decision collectively. Last year collectively after the Event the Newburgh Illuminated organizers and

public safety team sat down and conducted an after-action review and to be honest about ninety-percent or more of the issues that were discussed were agreed upon and we agreed that we would work together to fix this. Fast forward a year later the same issues were memorialized, discussed and addressed with some that were promised to be addressed. We want to see this occur and some people who spoke said that we are against them, which is not true. We are Newburgh just as equally as you are so we want to see this Festival occur. At this point, what has been approved is an eight hour Festival so from 11:00 am to 7:00 pm has been approved with conditions. It was mentioned that there were three permits turned into the City Clerk and the first permit application had the time from 12:00 pm to 9:00 pm, which was denied on its face. We meet every two weeks as a team both organizers and public safety so they were asked to resubmit it which was the second one and the third one is for a public sponsored event. If it's a public sponsored event, there has to be two permit applications submitted to the Clerk's Office and the last communication, which has been well documented tonight, is that it is approved with conditions. It cannot go to 9:00 pm or 8:00 pm and the last permit didn't even have a clear end time and said that the last act was going on at 7:30 pm so there is no true end time. The real issue is with public safety so we are restricting time, place and manner. As the Commissioner noted, the Fire Department can only go in one direction to exit on Grand Street so we have no choice and the footprint right now as it stands from the public safety team and the executive office is Broadway from Grand Street to Johnston is approved and Broadway on Liberty to Spring Street is approved. That is the approved geographical footprint and the time approved is 11:00 am to 7:00 pm so to reiterate the Commissioner's point, we are allowing, and we communicated this, that the Event can start earlier. It can start at 10:00 am or 9:00 am but at this point it is an eight-hour street festival that's approved in a pretty sizable geographic footprint and he thinks the issue comes in the amount of vendors. Right now, it's his understanding that there are two hundred vendors with another forty that are pending or were denied so the larger the footprint the more vendors, where does it stop? When it comes to public safety, time, place and manner it's a reasonable geographical footprint and it's an eight-hour street festival that illuminates the City. He added that the permit states there will be ten to twenty thousand attendees at any one given time.

Mayor Harvey asked the Chief and Commissioner if they would have an objection to an 8:00 pm or 9:00 pm end time.

Chief Geraci said that the sun sets at 8:25 pm and it takes anywhere from three to four hours to clean up the street. Last year we ended roughly around 10:30 pm and DPW, Fire, Police, Newburgh Illuminated volunteers and stagehands were on scene until 2:00 am so a 9:00 pm end time would bring you to Midnight. If it were truly to end at 8:00 pm, you are talking three to four hours from that point. One of the issues is that as soon as it ends we have to go to these two hundred vendors to get them to stop selling their merchandise and food which takes about an hour alone so we are looking for that ninety minute buffer, which is what it comes down to.

Councilmember Grice said that his wife is an African-American small business owner who has a food trailer and we follow all of the regulations so we know what it's like to be in business here in the City of Newburgh. He has yet to see some of the people here come by and he would welcome that. He grew up here in the City of Newburgh and he grew up tough so when it comes to the bullying and scare tactics that is not how he operates. If you are threatening to go elsewhere, you are welcome to do that although it will not have the same feel so let's go in a direction to work together. What the professionals who work that

Event have offered was sound and the City spends thousands of dollars on this Event but they are still not listed as a sponsor, which is a little problematic for him. City of Newburgh businesses are not given a discount to be a vendor at this Event yet there are organizations that do Events and would love to have that many people yet they have vendors there for free. They already explained about the location and the time and despite what some people are saying there are some businesses and residents that do not feel included, so we have to work on a way to make them feel more included.

Councilmember Martinez thanked everyone for speaking in support of Newburgh Illuminated. She was also born and raised here in the City of Newburgh so for anyone who is a transplant here she said that when she was growing up they were looked down upon because they were from the City of Newburgh. She has attended Newburgh Illuminated every single year and is she is a huge supporter so she expects it to continue expanding each and every year. She doesn't know how the miscommunication came about but the Permit is not being denied. It is being approved, which is something we should be celebrating, and it is going to be expanded to Spring Street which is good news. For the record, on this event curfew, she was one of the people who voted to expand the curfew specifically for the events at the Armory. The permit process is that it goes to several departments to sign off and then it goes to our City Manager and in the past she has worked with different Latino businesses so please remember that it is not just Liberty Street. There are a lot of Black and Brown owned businesses here in the City of Newburgh and she has organized with some of them for the Mexican Independence Festivals, so we also had to go through this process with the Police Department.

Sometimes it didn't work out in our favor and we had to move because they were concerned about our safety so the one thing we all have in common here is that we want to make this work for the community. We don't want to see you go to the Town of Newburgh because she doesn't think they will have as much fun in Algonquin Park as they would here in the City of Newburgh. Everyone here did the right thing by organizing and voicing their concerns and she is not opposed to it being expanded to 8:00 pm or later but if this is going to happen for Newburgh Illuminated, then it should also apply to other cultural events such as Juneteenth and the Mexican Independence Festivals that we are having.

Councilmember Monteverde thanked everyone for coming out tonight. Back in 2002 and 2003 there was nothing on the corner of Liberty Street and then Michelle and her husband showed up and it was unbelievable that they were willing to take this risk. She is a big supporter of all of the businesses and tries to visit as much as she can because she knows how important it is to get exposure and bring people into the City of Newburgh. She loves this Festival and would hate to see it go somewhere else because she was part of that vision when Mayor Kennedy envisioned it and her thought was that this will put us on the map. Whatever we can do to keep them here, let's get back to the table and talk about the issues. Maybe we should do a retreat to talk about this and make sure we work out all of the disagreements, so we hear what each other has to say. She appreciates they are all volunteers and they are putting this together because this event is bigger than any event in the City of Newburgh. She is willing and asking to compromise on the time to have it end at 8:30 pm, which is when you start breaking everything down and people go home after spending the day in Newburgh. We cannot lose Newburgh Illuminated because it brings a lot of people to the City of Newburgh. She added that people are always saying there is nothing for our youth but we have a lot going on at the Rec Center so get your kids signed up for the summer because it's right around the corner.

Councilmember Shakur said he agrees with expanding the whole venue up Broadway because as you can see and hear we need more diversity with this Event. On the end time, he agrees with whatever our Chief and Commissioner say because it's a big Event and he told the Mayor that he would go to 8:00 pm possibly but we have to talk about it some more. He noted again that he would like to expand the diversity with it because our community couldn't get the businesses on the street they were talking about. Don't come here acting like you are saving Newburgh because previous administrations let you get that street, and our community is still trying to get some of these businesses.

Councilmember Sklarz said it was good to see everyone tonight and that City of Newburgh residents deserve better. Newburgh Illuminated has shined a positive light on our City for years getting bigger and better every year. It's a huge undertaking by volunteers, business owners and our dedicated City employees all working toward the same goal of a bustling community event that brings everyone together. What we are seeing today is an example of an event that requires groups of people to come together to reach a shared goal and since that doesn't seem to be happening, communication suffers and progress is derailed. Our residents deserve better so it's up to each and every one of us to work together to make that happen. We have gone from a 10:00 pm stop time last year to a 7:00 pm stop time this year which is a dramatic change for this Event. It seems to him that talented people can get together, make compromises and continue the dream of the Festival that Judy Kennedy envisioned and these dedicated workers have made a wonderful success.

Councilmember Sofokles said she started the International Waterfront Festival in the late 1980's where they had about twenty thousand people and didn't stop until midnight. It was probably a pain in the neck but she would be willing to compromise at 8:30 pm also. She hears what the Commissioner and Chief are saying, and she knows what it does to DPW but it is one day and it brings a hundred thousand people to this City. That's what this is all about so she wants to see it happen and not go to the Town of Newburgh. Newburgh Illuminated is Newburgh and she is willing to help in any way that she can. She knows it costs us a little bit of money but what we reap in benefits is more than enough.

Mayor Harvey said that Newburgh Illuminated is the biggest festival in the City of Newburgh and it is dear to his heart and everyone on the City Council. He has seen people from all walks of life come together to celebrate at this festival. Respectfully, our law enforcement leadership has public safety concerns which he respects and appreciates, because we don't want anyone hurt. He also appreciates and respects the executive team, and everyone involved but the City Council has not been involved in these talks and meetings and he would have liked to have been. He tries not to step on toes or push back but if the Council had been in some of the earlier discussions, we could have come to a compromise earlier on. He was in conversation with the City Council and some of the members of the Board and he has been trying to make a compromise behind the scenes so he is willing to ask and support an 8:30 pm shutdown. He thinks our Police Department, Fire Department and DPW are talented enough to deal with that adjustment and he respects the fact that sunset is at 8:25 pm but thinks that a hard shutdown at 8:30 pm will make the team happy. As Councilmember Sklarz mentioned, to go from a 10:00 pm shutdown to a 7:00 pm shutdown is a very large jump so we have to talk about it.

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

CITY MANAGER'S REPORT

Resolution No. 55 - 2023 - PIN No. 8761.57 Lake Street (Route 32) Bridge Supplemental Agreement with HVEA

Councilman Sklarz moved and seconded.

**Ayes: Grice, Martinez, Monteverde, Shakur, Sklarz, Sofokles, Harvey - 7
Adopted**

Resolution No. 56 - 2023 - Natural Gas Services Contract - Gas Bid Ratification

Councilman Shakur moved and Councilman Grice seconded.

**Ayes: Grice, Martinez, Monteverde, Shakur, Sklarz, Sofokles, Harvey - 7
Adopted**

Resolution No. 57 - 2023 - Agreement with CMA for Financial Advisory Services

Councilman Grice moved and Councilman Sklarz seconded.

**Ayes: Grice, Martinez, Monteverde, Shakur, Sklarz, Sofokles, Harvey - 7
Adopted**

Resolution No. 58 - 2023 - 22 Bay View Terrace - Extension of Time to Rehabilitate

Councilwoman Monteverde moved and Councilwoman Sofokles seconded.

**Ayes: Grice, Martinez, Monteverde, Shakur, Sklarz, Sofokles, Harvey - 7
Adopted**

Resolution No. 59 - 2023 - 36 Hasbrouck Street - Release of Restrictive Covenants

Councilman Shakur moved and Councilman Grice seconded.

**Ayes: Grice, Martinez, Monteverde, Shakur, Sklarz, Sofokles, Harvey - 7
Adopted**

Resolution No. 60 - 2023 - 182 Broadway - Release of Restrictive Covenants

Councilman Shakur moved and Councilman Sklarz seconded.

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**Nays: Grice, Martinez, Monteverde, Shakur, Sklarz, Sofokles, Harvey-7
Defeated**

Resolution No. 61 - 2023 - 2024 Police Traffic Services Grant

Councilwoman Monteverde moved and Councilwoman Sofokles seconded.

**Ayes: Grice, Martinez, Monteverde, Shakur, Sklarz, Sofokles, Harvey - 7
Adopted**

Resolution No. 62 - 2023 - License Agreement with City of Newburgh IDA - Access to West Street Properties

Councilman Sklarz moved and Councilman Shakur seconded.

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

Adopted

Resolution No. 63 - 2023 - Contract for Land Surveying Services with Howard Weeden, PLS,
P.C. - West Street Properties

Councilman Sklarz moved and Councilman Shakur seconded.

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

Adopted

Resolution No. 64 - 2023 - License Agreement with Habitat for Humanity of Greater Newburgh,
Inc. for Access to Three Parcels on West Street

Councilwoman Monteverde moved and Councilman Shakur seconded.

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

Adopted

Resolution No. 65 - 2023 - 2023 Summer Youth Employment & Training Program Worksite
Application

Giselle Martinez moved and Councilman Shakur seconded.

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

Adopted

Resolution No. 66 - 2023 - Conservation Advisory Council - Designation as Climate Smart
Communities TaskForce

Councilwoman Monteverde moved and Councilman Grice seconded.

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

Adopted

NEW BUSINESS

Councilmember Grice said there was some discussion about the Illuminated time, so he respectfully asked if that time is pushed that we also move the Juneteenth and the Mexican Independence Day events to the same time frame.

Councilmember Martinez said that she stated earlier as well that if one event was going to be pushed later then all events should have that same courtesy. Just to be fair, we respect and understand the safety concerns and know that we sometimes have to compromise but she also thinks that if it is going to be applied to one group then it has to be applied evenly.

City Manager, Todd Venning clarified that the Council created a prescription for events that take place on Sundays specifically at 7:00 pm so that is a completely separate issue. The issue we would be applying to all parties now is that when we as staff evaluate an event permit and say this is the time, place and manner, if everyone can just say this is not the time, place and manner, that's essentially what we would be discussing. The prescription on Sundays was a separate event and he doesn't believe that Illuminated is taking place on a Sunday so this is specifically for when there is a public safety or other staff recommendation related to time, place and manner and if there is a disagreement, how do organizations go about getting that adjusted? This would be distinct from Sundays at 7:00 pm, which the Council has set and he is not changing until the Council unsets that.

Michelle Kelson, Corporation Counsel said that independent of what happened tonight, there was prior discussion about an event curfew for events on Sunday nights. The Council as a group set a curfew of 7:00 pm for events on Sundays. The City Manager was explaining to the Council that that is a separate and distinct determination from what happened tonight. There is no intention by the reviewing staff or the City Manager to change that Sunday night curfew until the Council as group says otherwise. Regarding events on any other day of the week, we will continue to make time, place and manner recommendations and restrictions and we will try to apply them evenhandedly but what happened tonight is an example of how things become separate and unequal.

Mayor Harvey noted that old business and new business on our agenda is for the executive staff and the Council to consider for the next Work Session but what we are seeing tonight is that we are hearing the new or old business item and then we are getting into a discussion, and we don't have to do that.

Councilmember Monteverde said she would like to talk about the sandwich board signs because it is very confusing. At Safe Harbors, they use sandwich boards a lot so she would like to discuss that and get clarification.

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

OLD BUSINESS

Councilmember Monteverde asked about the paving update.

Todd Venning, City Manager said that an update is being prepared and as it was discussed in the 2023 Budget preparations so there is about eight hundred thousand to a million dollars put aside for paving. The City Council did commit to doing some amount of paving every year as opposed to what happened between 2013 to 2017 when there was no paving done. The last 2022 paving and ADA work came to about four million and we were able to supplement funding received from the Pandemic to reach that bill. The estimated bill for 2023 was about six million dollars that was not in the Budget, so we worked with the Council to come up with alternatives. Right now, the DPW Superintendent and Commissioner of Public Works are working to present an alternative plan to the City Council that we will not move forward with until the City Council approves and it will address how we should allocate paving resources if we don't have the six million to do the 2023 paving. Let's say right now there is an option to allocate some additional ARPA Funds from the revenue replacement, which the City Council already allocated. That would bring us to 1.6 million of that six million and the two prevailing options are to just do a portion of the 2023 and ultimately extend the plan while still getting paving done or look at the City and see the different areas we could actually pave that won't require ADA work. That way we could get more paving done and improve a lot more streets for residents. This will all be brought before the Council for their approval before moving forward with those alterations.

Councilmember Sklarz asked if they could get a status update on the City Club at the next Work Session.

Michelle Kelson, Corporation Counsel said they will issue an update on the status of that project via email.

Councilmember Monteverde said on the ARPA funds that they talked about setting aside a Grant for small businesses.

Todd Venning, City Manager said we have two pending Grant proposals that need to be brought before the City Council for final approval. One is a Grant for small businesses for up to two hundred thousand, but the details still need to be flushed out and another is a Sign Grant to bring signs into compliance. These are almost done and will be brought to the Council for approval to be rolled it.

Councilmember Monteverde asked if there will be information she can get to take to the businesses in her Ward.

City Manager, Todd Venning said they first want to have it approved by the Council and then they will advertise and have materials. Maybe the Council will want to limit it to ten awards per Ward and get to the forty that way or just have it be an open free-for-all, so they are considering everything the Council mentioned. We have heard your concerns and have developed a detailed plan that we need to bring to the Council for approval.

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

FURTHER COMMENTS FROM THE COUNCIL

Councilmember Grice thanked everyone for staying. On the event permit process, he has done more than one event here in the City of Newburgh and as he mentioned his spouse is a business owner, so they followed all of the regulations at the State, County and City level and everyone is welcome to stop by. The elected officials are not involved in the event process on purpose because then who would decide which elected officials are in on what events and it would have the potential of becoming or seeming political so it's best that we let our well qualified and competent staff handle that process. They do it fair and evenly and if there are adjustments that need to be made on the policy side, then we can look at that. Some of these things are avoidable if we just follow the process because in his opinion, the process will outlast any of the Council members sitting here tonight.

Councilmember Martinez wished everyone a good night.

Councilmember Monteverde said it was a very good night and they heard a lot from the community. She reminded everyone that they are not here to obstruct anything, they are just trying to do the right thing so hopefully we can work this out. There is a lot going on in the City and there is a cleanup crew out every week cleaning up the streets. She noted that April 22nd is our annual community cleanup day, and we are expecting about two

hundred volunteers so she will send people down to Dubois street.

Councilmember Shakur said good night.

Councilmember Sklarz gave a shout out to the Rec Department for the Easter Egg Hunt at the Armory which was a wonderful success. He thanked the Rec Department staff because he knows they all worked very hard.

Councilmember Sofokles noted that they will be having the Fishing Program at Masterson's Park again this year and she brings hamburgers and hot dogs for the kids. They have done a lot of work on it and started this past Saturday so bring your kids or stop by to see it for yourself and have a hot dog.

Mayor Harvey told Eric Jarmann that he heard his concerns in terms of the footprint for Illuminated and he is very concerned also. He wants to talk with the City Manager, Police Chief and Commissioner to see what we can do in order to support what they are saying. In addition to the blockage, there is no entry point from the Waterfront to the lower end of Broadway except for Washington Place. He asked City Engineer, Jason Morris, when we might have at least one other entry point because it's blocked off at Colden on the north end so there is no way in.

Jason Morris, City Engineer said that right now you can get up through South Street as we have Colden up to Second Street closed so Second Street from east to west is closed.

Mayor Harvey said there is no direct access to the foot of Broadway.

Mr. Morris continued that right now you would have to go up Washington Street to Grand Street to get to the foot of Broadway.

Mayor Harvey asked if there is a timeline on when we can reopen Colden Street.

Mr. Morris said we have a very large project going on right now. The contractor is tunneling underneath Colden Street and the next phase once they are done with the second leg of tunneling from Broadway to First Street is to move from Broadway to Washington Street. When they do that, they are going to excavate another large shaft at Washington Street and when that occurs, they are going to backfill the one on Second Street and hopefully open Colden Street at that time. That's the plan, but please keep in mind that we are going to go back to do the streetscape in that area also so it will be an intermittent opening and closing. We do our best to open what we can, and we obviously have a lot of projects going on so they are doing their best but it takes time.

Mayor Harvey said it was disheartening to hear the young man he knows talk about his complaints concerning the soccer program, the Skateboard Park and the parking meters on Liberty Street. It bothered him to hear that because we all worked on resolving these issues but some of them are outside of our control. He wanted to express that the young man's comments did not fall on deaf ears, and we do our very best to create solutions without putting the City in a position of legal liability and safety is always an issue. Lastly, about the bill for the Mexican Festival, he has had discussions with the City Manager and there is a financial obligation from last summer with statements to say that there could be payments made to resolve that bill.

Michelle Kelson, Corporation Counsel said we are working on something.

ADJOURNMENT

There being no further business to come before the Council the meeting adjourned at 9:25 pm.

**LORENE VITEK
CITY CLERK**

RESOLUTION NO.: 55 - 2023

OF

APRIL 10, 2023

**A RESOLUTION AUTHORIZING THE CITY MANAGER
TO ACCEPT A PROPOSAL AND EXECUTE A CONTRACT AMENDMENT WITH
HUDSON VALLEY ENGINEERING ASSOCIATES, P.C.
FOR CONSTRUCTION INSPECTION SERVICES RELATED TO
THE ROUTE 32/ METAL ARCH CULVERT BRIDGE (LAKE STREET BRIDGE)
REHABILITATION PROJECT BIN NO. 2022260 AT A COST OF \$107,611.49**

WHEREAS, by Resolution No. 225-2014 of September 8, 2014, the City of Newburgh approved an agreement with McLaren Engineering Group for inspection and engineering design services for the Route 32/Metal Arch Culvert Bridge (Lake Street Bridge) Rehabilitation Project (the "Project"); and

WHEREAS, the Project was suspended until the City was awarded a New York State Department of Transportation Bridge NY 2016 Program grant to fund the Project; and

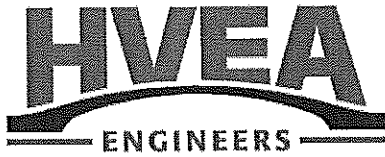
WHEREAS, by Resolution No. 16-2021 of February 8, 2021, the City Council approved a contract with Hudson Valley Engineering Associates, P.C. in the amount of \$284,441.36. for professional engineering and construction inspection services for the Project; and

WHEREAS, by Resolution No. 295-2022 of December 12, 2022, the City Council approved Change Order No. 3 to extend the Project construction contract completion date until March 31, 2023; and

WHEREAS, Hudson Valley Engineering Associates, P.C. has submitted a proposal for a contract amendment to the professional engineering services agreement to continue to provide construction inspection services for the Project through the construction contract extension at a cost of \$107,611.49 with funding for the additional services to be derived from NYSDOT Touring Route Program A.5680.0206.0000.0000; and

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

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to accept a proposal and execute a contract amendment with Hudson Valley Engineering Associates, P.C. for professional engineering and construction inspection services in connection with repairing and rehabilitating the Route 32/Metal Arch Culvert Bridge (Lake Street Bridge) BIN No. 2022260 Rehabilitation Project at a cost of \$107,611.49.



March 27, 2023

Jason Morris, P.E.
City of Newburgh Engineer
City Hall
83 Broadway
Newburgh, New York 12550

Re: Construction Inspection Services
PIN 8761.57 Lake Street Bridge Rehabilitation Project

Dear Mr. Morris:

Our original contract for construction inspection on the Lake Street Bridge assumed a 6-month duration. We were able to manage our staff to extend the budget to cover the first approved time extension, however, we exhausted our funds in December 2022. As the contractor was given a second extension until the end of March 2023, we respectfully request supplemental funds to cover the additional inspection time required.

Attached please find a workup for the anticipated time needed to complete the construction and close-out activities.

If you have any questions, please call me.

Sincerely,

HVEA Engineers

A handwritten signature in black ink, appearing to be "J. Gorton", written over a horizontal line.

Jack Gorton, P.E.

Exhibit A, Page 1
Salary Schedule

JOB TITLE	ASCE (A) OR NICET (N)	AVERAGE ENGINEERING SALARY RATES			
		PRESENT	PROJECTED	MAX RATE	OVERTIME
	GRADE	(12/22)	(1/23)	2023	CATEGORY
Project Manager	VI (A)	\$78.28	\$81.41	\$86.00	A
Resident/Office Engineer	IV (A)	\$59.00	\$61.36	\$68.00	C
Project Engineer	IV (A)	\$53.56	\$55.70	\$72.00	B
Chief Inspector	IV (N)	\$56.56	\$58.82	\$63.86	C
Office Engineer	III (N)	\$50.97	\$53.01	\$53.01	C
Senior Inspector	III (N)	\$48.92	\$50.88	\$61.64	C
Inspector	II (N)	\$36.84	\$38.31	\$45.08	C

OVERTIME POLICY

-
- Category A - No overtime compensation.
 - Category B - Overtime compensated at straight time rate.
 - Category C - Overtime compensated at straight time rate x 1.50.

Exhibit A, Page 2
Staffing Table

JOB TITLE	ASCE OR NICET GRADE	2022				2023							Hours	Rate	Premium Portion of Overtime	Direct Labor				
		O	N	D		J	F	M	A	M	J	J					A	S		
Project Manager	VI (A)					86	86	86	86					0	\$81.41		\$0.00			
Resident/ Office Engineer Overtime	IV (A)													344	\$61.36		\$21,107.84			
														0	\$61.36		\$0.00			
Project Engineer	IV (A)													0	\$55.70		\$0.00			
Chief Inspector	IV (N)													0	\$58.82		\$0.00			
Office Engineer	III (N)													0	\$53.01		\$0.00			
Senior Inspector	III (N)													0	\$50.88		\$0.00			
Overtime														0	\$50.88	\$0.00	\$0.00			
Inspector	II (N)			100		170	170	170						610	\$38.31		\$23,371.30			
Overtime														0	\$38.31	\$0.00	\$0.00			
																	954		\$0.00	\$44,479.14

Exhibit B, Page 1
Estimate of Direct Non-Salary Cost

1. TRAVEL

a) On-Job Travel -
1 inspectors x 21 days/month x
Total On-Job Travel-

630 mi x 3 months x 10 miles/day = \$630.00
\$0.625 /mi.= \$393.75

SUBTOTAL TRAVEL \$393.75

b) Material Testing - as needed

SUBTOTAL MATERIAL TESTING \$0.00

c) Construction Management Software

7 Inspector Months - Applia Construction Estimating Software @

\$158.33 per month \$1,108.31

SUBTOTAL SOFTWARE \$1,108.31

TOTAL DIRECT NON-SALARY COST \$1,502.06

Exhibit C
Summary

Item IA, Direct Technical Salaries (estimated) subject to audit	\$44,479.14
Item IA, Direct Technical Salaries, Premium Portion of Overtime (estimated) subject to audit	\$0.00
Item II, Direct Non-Salary Cost (estimated) subject to audit	\$1,502.06
Item III, Overhead, 113% subject to audit	\$50,261.42
Item IV, Fixed Fee (12%) (applied to Items IA & III)	<u>\$11,368.87</u>
Total:	\$107,611.49

RESOLUTION NO.: 56 - 2023

OF

APRIL 10, 2023

**A RESOLUTION TO AUTHORIZE THE AWARD OF A BID AND THE EXECUTION
OF A CONTRACT FOR GAS SUPPLY TO THE CITY OF NEWBURGH FOR
A WINTER TERM TO THE LOWEST RESPONSIBLE BIDDER**

WHEREAS, on behalf of the City of Newburgh, M&R Energy Resources Corporation has duly advertised for bids for the electric supply services contract and for gas supply services contract in 2015, 2017, 2019 and 2021; and

WHEREAS, M&R Energy Resources Corporation has advised that there are several factors driving volatility in the New York gas market; and

WHEREAS, M&R Energy Resources Corporation intends to extend the time to submit bids to lock in rates for a winter term beginning in October 2023 and ending in April 2024 in order to obtain the best possible renewal pricing and yield predictable natural gas costs for the renewal period; and

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

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

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the bid for the gas supply services contract be and hereby is awarded to the lowest responsible bidder, providing for a six month winter term beginning in October 2023 and ending in April 2024, and that the City Manager be and he is hereby authorized to execute a contract for the provision of gas services, with all such terms and conditions as may be required by the Corporation Counsel and subject to ratification of the final pricing by this Council.



City of Newburgh

Natural Gas Bid Results

Date: 4/4/2023

Annual Average Consumption - Ccf: 140,000
October - April 132,442

Term Start Date: May-23

CenHud 12M Weighted Average Cost of Gas: \$ 0.8839 Term: April 2022 - March 2023

CenHud Winter Only Weighted Average Cost of Gas: \$ 0.8913 Term: October 2022 - March 2023

Proposed Contract - Winter Term - Oct 23 - Apr 24 \$ 0.5407 Weighted Average of both Winter terms: \$ 0.5794
Proposed Savings vs. CenHud \$ 46,436

Proposed Contract - 12 Months - May 23 - Apr 24 \$ 0.5676
Proposed Savings vs. CenHud \$ 44,282

Supplier		Fixed Price Winter Only Oct 23 - Apr 24	Fixed Price Winter Only Oct 24 - Apr 25	Fixed Price 12 Month May Start	Fixed Price 18 Month May Start	Fixed Price 24 Month May Start
Direct Energy	Per Therm	\$ 0.5601	\$ 0.6357	\$ 0.5554	\$ 0.5652	\$ 0.5943
	Per Ccf	\$ 0.5780	\$ 0.6560	\$ 0.5732	\$ 0.5833	\$ 0.6133
Engie Services	Per Therm	Oct 23 - Mar 24 \$ 0.5699	Oct 24 - Mar 25 \$ 0.6579	\$ 0.5614	\$ 0.5881	\$ 0.6047
Energo	Per Therm	\$ 0.5239	\$ 0.5989	\$ 0.5500	\$ 0.5739	\$ 0.5889
	Per Ccf	\$ 0.5407	\$ 0.6181	\$ 0.5676	\$ 0.5923	\$ 0.6077

All pricing is confidential and is for the informational purposes of City of Newburgh.



REF ID:

☐ Single Retailer Billed
 ☒ Single Utility Billed
 ☐ Dual Billed
 Customer Initials: _____

☒ Appointment
 ☐ Door to Door (TPV Required)
 ☐ Phone Contact (TPV Required)

NON-MASS MARKET ELECTRICITY AND/OR NATURAL GAS SALES AGREEMENT – NEW YORK

New ☒ Renewal ☐		CUSTOMER INFORMATION		Custom Price ☒ Matrix Price ☐	
Customer Name: City of Newburgh					
Tax Exempt: ☐ Yes ☐ No Tax Exempt #: _____			☐ US Mail bills (dual bill only). Unless this box is checked, all bills will be sent via email.		
Natural Gas Rate	Term Months: 6	Start Date: 10/01/2023	Gas Product: Fixed	Gas Price: 0.544900	Gas UOM: therm
Electric Rate	Term Months:	Start Date:	Electric Product:	Electric Price:	Electric UOM: Electric Green %

CUSTOMER DISCLOSURE STATEMENT

Price	Fixed, NYMEX+, Electric Index + or Variable
How Price Is Determined	Electric: Fixed, Electric Index + or Variable Price per the UOM as indicated above ☐ (Does not include Gross Receipts Tax if box is checked) Gas: Fixed, NYMEX+ or Variable Price per the UOM as indicated above ☐ (Does not include Line Losses if box is checked) Gas Variable Price shall reflect each month the cost to Marathon to obtain natural gas on your behalf, including, but not limited to, commodity, fuel losses, term capacity, storage, balancing, and transportation to the Delivery Point, plus all fees, applicable taxes, charges, or other assessments, and Marathon's costs, expenses, and profit margins. Weather patterns may cause increases in the variable rate. Electric Variable Price shall reflect each month the cost to Marathon to obtain electricity on your behalf, including, but not limited to, energy, UFE losses, capacity, balancing, settlement, ancillaries, and related transmission and distribution charges, and other market-related factors, plus all fees, applicable taxes, charges, or other assessments, and Marathon's costs, expenses, and margins. NYMEX+ Pricing: shall reflect each month a floating price that may vary based on the monthly NYMEX Henry Hub Natural Gas settlement price on the last day of trading per Dth (adjusted for line losses, converted to the UOM as indicated above, adjusted for POR, each where applicable), prorated by the number of days applicable to each month for the billing cycle, plus the Fixed adder per the UOM as indicated above. Electric Index Price shall reflect each month a floating price that may vary based on the weighted average Day Ahead Locational Based Marginal Pricing (LBMP) price per the UOM as indicated above of the ISO Zone for Customer's service location weighted by Customer's load profile as determined by Customer's LDC, plus losses, adjusted for POR where applicable, plus the fixed adder per the UOM as indicated above. Customer has been advised of all risks associated by signing this contract. Once account has been enrolled, and the LDC has identified a different service class, Marathon reserves the right to adjust the account according to LDC rate classification at current corresponding price plan. In the event of any changes in capacity, transmission related charges, changes to environmental attributes (including zero-emission credits or ZECs) and/or regulatory or other changes, Marathon reserves the right to increase or decrease pricing and/or terminate this Agreement. See sections 4 – Pricing and 17 – Applicable Laws
Length of the agreement and end date ("Term")	For Variable Price Service, the Term continues until either party terminates this Agreement. For Non-Variable Price Service, the Term is for 12 months, unless otherwise specified above (the "Initial Term"). See section 5 – Term.
Process customer may use to rescind the agreement	Door-to-door Customers may rescind by calling the toll-free number at 888-378-9898 within three (3) business days of receipt of the sales agreement.
Early Termination Fees ("ETF") and method of calculation	No ETF for Variable Price service. If Non-Variable Price service, the projected amount of natural gas and/or electricity to be consumed by customer for the remainder of the current Term (see section 5 – Term) multiplied by the difference between the Non-Variable price in effect for the remainder of the current Term and the price at which Marathon can sell such gas and/or electricity following the termination; however, for all customers solicited through door-to-door marketing, the ETF will be no greater than \$100.00 if the remaining term is less than 12 months and \$200.00 if the remaining term is 12 months or more. See Section 6 – Termination of Non-Variable Agreements. Agreement is based on the energy consumption used in the prior year. A deviation of <u>100</u> % or more may result in additional fees for all commercial customers. See section 4 – Pricing.
Amount of Late Payment Fee and method of calculation	1.5% per month on overdue balances.
Provisions for renewal of the agreement	For Variable Price Service, the Term continues until either party terminates this Agreement. For Non-Variable Price Service, after the end of the Initial Term, this Agreement will automatically continue at a variable rate methodology unless and until this Agreement is terminated by customer. Not less than 15 days and no more than 60 days prior to the expiration of the Initial Term, Marathon will notify Customer in writing and/or by email of the switch to variable rate methodology at which Marathon will continue to serve Customer. Customer will have 15 days from Customer's receipt of such renewal notice to reject this offer and terminate the Agreement. If Marathon does not receive notice of Customer's termination of this Agreement, this Agreement will continue in full force and effect until canceled by customer. See Section 5 – Term.
Regulatory or Other Changes	If at some future date there is a change in law, rule, regulation, guideline, procedure, tariff, utility, ISO design, ICAP tag, formula or formula input, demand charge, regulatory structure, environmental attribute, emissions requirement, production requirement, component level, component price level or the interpretation or application of any of the foregoing that impacts any term, condition or provision of the agreement, including, but not limited to price, Marathon shall have the right to modify the Agreement. See sections 4 – Pricing and 17 – Applicable Laws. For the avoidance of doubt, any item that is not within the direct control of Marathon and that does or is forecasted to impact Marathon's costs, may result in a modification.
Guaranteed Savings	This Agreement does not offer guaranteed savings and your rate may be higher than the Utility rate.
Special Conditions	

NOTICES AND CONTACTS

	CUSTOMER BUSINESS / PRIMARY CONTACT	CUSTOMER BILLING CONTACT (Required for DUAL) ☐ Check if same as Primary Contact info	MARATHON ENERGY CONTACT INFORMATION
ATTN NAME:	TODD VENNING		Customer Service
STREET ADDRESS:	City Hall, 83 Broadway	City Hall, 83 Broadway	100 Elwood Davis Road
CITY, STATE, ZIP:	Newburgh, NY, 12550	Newburgh, NY, 12550	Syracuse, New York 13212
PHONE NUMBER:	8455697301	8455697301	888-378-9898
FAX NUMBER:			888-818-9110
EMAIL:	TVenning@cityofnewburgh-ny.gov		customerservice@mecny.com

Customer Representations:

1. The individual signing this Agreement is the customer of record or authorized to execute this Agreement.
2. The individual signing this Agreement is authorized to make the switch to Marathon.
3. The Customer voluntarily wishes to make the supplier change.
4. The individual signing this Agreement has reviewed and agrees to the accompanying Terms and Conditions.
5. Marathon Power LLC ("Marathon") does not offer Utility Price Matching or guarantee savings.
6. Customer has been advised of all risks associated with signing this contract.
7. Customer consents to receiving any notice or correspondence from Marathon by email.

IN WITNESS WHEREOF Customer and Marathon hereby accept all Terms of Service set forth on these pages and incorporated herein and have caused this agreement to be executed:

SIGNATURES	
Marathon Power LLC dba Marathon Energy	Customer:
Signature:	Signature:
Print Name:	Print Name:
Print Title:	Print Title:
Date:	Date:
Sales Rep/Broker:	

Marathon reserves the right to reject any agreement that proves to be unacceptable upon Marathon's Internal Review. Marathon will only notify customer if the agreement is not accepted. This page is part of the terms and conditions of your agreement.

Office Use Only Legacy ID:	Approved by:	Date:
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General Terms and Conditions

1. **Agreement to Sell and Purchase Energy.** This is an agreement between Marathon Power, LLC D/B/A Marathon Energy ("Marathon"), an independent energy services company, and you ("Customer") under which Customer authorizes Marathon to initiate natural gas and/or electricity supply service and begin Customer's enrollment with Marathon ("Agreement"). Subject to the terms and conditions of this Agreement, Marathon agrees to sell, and Customer agrees to purchase and accept all the natural gas and/or electricity required to serve Customer's account(s) listed on Schedule A of this Agreement ("Base Load"). Marathon does not guarantee savings under this Agreement. Customer's utility ("LDC") will continue to deliver the natural gas and/or electricity supplied by Marathon. Marathon is not affiliated with and does not represent Customer's LDC.
2. **Information Release Authorization.** Customer authorizes Marathon to obtain and review information regarding Customer's credit history from credit reporting agencies and information from Customer's LDC, which shall include but not be limited to the following: consumption history, billing determinants, account numbers, credit information; data applicable to cold weather periods under section 32(3) of the NY Public Service Law; information pertaining to section 33 of the NY Public Service Law; tax status; and eligibility for economic development or other incentives (collectively, "Customer Information"). This information may be used by Marathon to determine whether it will commence and/or continue to provide energy supply service to Customer and will not be disclosed to a third party unless required by law. Customer's execution of this Agreement shall constitute authorization for the release of this information to Marathon. Marathon reserves the right to refuse to provide service to Customer under this Agreement if it is unable to obtain the necessary Customer Information or it obtains Customer Information that it considers unsatisfactory. This authorization will remain in effect during any initial or renewal term of this Agreement; provided, however, that Customer may rescind this authorization at any time by providing written notice to Marathon or by calling Marathon at 1-888-378-9898. Marathon reserves the right to cancel this Agreement in the event Customer rescinds such authorization. The data obtained pursuant to this authorization may be retained by Marathon for a period of six years post-termination of this Agreement consistent with the statute of limitations for contractual disputes and may be used by Marathon in connection with any ongoing business or legal purpose with respect to its obligations under the Agreement, or to offer additional products or services to Customer during the Term, or any Renewal Terms, or at any time in the six year period after the Agreement terminates, or as contained in any derivative work created by Marathon in association with its business as a retail energy provider.
3. **Guaranty.** In consideration of the extensions and maintenance of credit from time to time by Marathon, the undersigned Applicant (1) warrants that the representation made herein are true and accurate and agrees to promptly notify Marathon in writing of any change in financial condition that would adversely affect his/her responsibility and (2) for good and valuable consideration, hereby personally, individually, jointly and severally, guarantees payment to Marathon, its successors and its assigns, of all existing and future indebtedness of the Applicant, including service charges together with accrued interest thereon, collections costs and attorneys' fees. This guaranty shall be effective without first requiring Marathon to proceed against any other party, and the undersigned hereby waive(s) notice of acceptance of this guaranty, default and non-payment and consent(s) to waiver, extension or modification of credit terms. This shall be an open and continuing guaranty that may only be revoked upon written notice to Marathon by certified mail, return receipt requested, which revocation shall be effective 10 days after Marathon's receipt of such notice and shall only release the undersigned from liability for indebtedness incurred after the effective date of such revocation.
4. **Pricing.** Customer's pricing under this Agreement shall be as follows:
 - a. **Electricity/Natural Gas Variable Pricing:** If Customer is receiving electricity or natural gas supply service at a variable price, Customer shall be billed at a variable price that may vary each billing cycle based on the costs including but not limited to commodity, losses, capacity, storage and balancing, ancillary services, related transmission and distribution charges, all supply and agency functions that Marathon performs for the Customer, transportation to the Delivery Point, plus all applicable taxes, fees, charges or other assessments plus Marathon's costs, expenses, and profit margins. There is no guaranteed savings compared to the Utility rate; your rate may be higher than the Utility rate, and there is no limit on how much the price of supply service may change from one billing cycle to the next.
 - b. **Electric and/or Natural Gas Fixed Pricing:** If Customer is receiving natural gas or electric supply service at a Fixed price, Customer will be billed at the Fixed price indicated on page 1 of this Agreement for the Initial Fixed Term, subject, among other things, to Section 4(f) of this Agreement.
 - c. **Natural Gas NYMEX+ Pricing:** If Customer is receiving natural gas supply service at a NYMEX + price for the Initial Term Customer shall be billed at a floating price that may vary based on the monthly NYMEX Henry Hub Natural Gas settlement price on the last day of trading per Dth (adjusted for line losses, converted to the UOM as indicated on page 1, adjusted for POR, each where applicable), prorated by the number of days applicable to each month for the billing cycle, plus the Fixed adder per the UOM as indicated on page 1 (converted to dth/ccf/mcf where applicable) set forth on page 1 of this Agreement, subject, among other things, to Section 4(f) of this Agreement.
 - d. **Electric Index Pricing:** If Customer is receiving electric supply service at an Electric Index+ price for the Initial Term, Customer shall be billed at a floating price that may vary based on the weighted average Day Ahead Locational Based Marginal Pricing (LBMP) price per the UOM as indicated on page 1 of the ISO Zone for Customer's service location weighted by Customer's load profile as determined by Customer's LDC, plus losses, adjusted for POR where applicable, plus the fixed adder per the UOM as indicated on page 1 set forth on page 1 of this Agreement, subject to, among other things, Section 4(f) of this Agreement.
 - e. **All Pricing:** Under all pricing options, Customer is also responsible for paying and reimbursing Marathon for all applicable taxes and other government fees, assessments, and charges, however designated, relating to the service provided under this Agreement. This may not include, but shall not be limited to, utility taxes, gross receipts taxes, and sales and use taxes imposed on Marathon and/or Customer by federal, state, and/or local authorities that Marathon passes through to Customer. If Customer is tax exempt or eligible for economic development incentives, Customer must furnish Marathon with an exemption certificate or other evidence of same satisfactory to Marathon before service commence.
 - f. **Price Adjustments:** Notwithstanding anything else set forth herein, the following potential adjustments may affect Customer's price under this Agreement (see also #17):
 - i. **Service Class:** If during the enrollment process the LDC determines that Customer's service classification is different from the service classification indicated on Schedule A, Marathon reserves the right to adjust Customer's price under this Agreement to reflect that of the service classification identified by the LDC.

- ii. **Transportation Adjustment Clause Charge ("TAC Charge"):** If Customer is receiving natural gas supply service under a Fixed or NYMEX + price and Customer's gas utility shifts any TAC Charge from Customer's gas transportation charges to Customer's gas supply portion, Marathon may adjust Customer's gas supply price to include such additional TAC Charge. Marathon will provide Customer 15 days' written notice of any such adjustment in charges.
- iii. **Quantity Variances:** Unless otherwise indicated on page 1 of this Agreement, for all Fixed, LBMP Index + and NYMEX + agreements, if usage in any period exceeds the level of usage in the same period indicated in the "Usage Base Load" on Schedule A by more than the tolerance band indicated, Marathon reserves the right to charge a customer the current variable price for all usage in excess of the Usage Base Load. If a customer's usage in any period falls by the tolerance band indicated or more below the level of usage in the same period indicated in the Usage Base Load, Marathon reserves the right to charge such Customer an additional amount equal to the Fixed price indicated on page 1 of this agreement multiplied by the difference between the Usage Base Load and Customer's actual usage. Marathon also reserves the right to charge a customer for all hedging, cash-out, settlement, and/or balancing costs related to the positive difference between the Usage Base Load and actual usage. The previous 12 months of the Customer's historical usage obtained from the LDC shall be used where no Usage Base Load addendum is attached hereto.
- iv. **Changes in Capacity, Transmission or Transmission Related Charges, Environmental Attributes, Non-Market Based Rates or POR Rates:** Any increase in obligations (net quantity or net price) from the Fixed Capacity, Transmission Values, Purchase of Receivables ("POR"), Environmental Attributes (e.g. RECs, ZECs, ORECs, carbon, or any other future environmental related surcharge that may be imposed), Non-Market Based Rates (e.g. NTAC, SSC&D, Black Start) at the time of this Agreement, specified in Schedule A, or in effect at the time of contract consummation, may result in the additional cost being passed through at the prevailing market rate. As such, Marathon reserves the right to pass through to Customer any and all fees, costs, expenses and charges associated with and/or arising out of any change to Customer's capacity obligation, transmission obligation, pipeline allocation, or gas capacity rates, POR rates, any change in the price or cost of environmental attributes (including zero-emission credits or ZECs), or any changes outside of Marathon's control since the time of contracting. This may result in a change in price. Schedule A shall be provided to Customer upon acceptance of this Agreement.
- v. **On-site and off-site Generation.** The Customer agrees to provide Marathon sixty (60) days' prior written notice of (1) installation of solar or other on-site generation or energy storage equipment and/or (2) Customer's participation in or utilization of baseload generation, community solar subscriptions, net metering, onsite renewable energy including wind, solar and/or biomass, and power purchase agreements. If Customer utilizes any of the foregoing, Marathon reserves the right to modify the rate or terminate this Agreement and recover costs, if any.

5. Term.

- a. **Variable Price Supply Service:** If Customer is receiving variable pricing, this Agreement shall commence as of the date set by Customer's LDC and shall continue until either party cancels or terminates this Agreement by providing at least 30 days' advance written notice of such termination to the other. There will be no charge to Customer for cancelling variable price natural gas and/or electric supply service from Marathon if Customer does so in accordance with the terms of this Agreement.
- b. **Non-Variable Price Service:** If Customer is receiving non-Variable price service (Fixed price, NYMEX + or Electric Index +), this Agreement shall commence as of the date set by Customer's LDC and shall continue in full force and effect until the service end date set forth on page 1 of this Agreement (the "Initial Fixed Term"). If the service start date established by the Customer's LDC is delayed for any reason due to no fault of Marathon (e.g., blocked account, customer delay, etc.), then the original intended service end date for this Agreement, determined by the term length set forth on page 1 of this Agreement and the original projected service start date, will remain as the service end date or adjusted, at Marathon's discretion unless otherwise agreed to by Customer and Marathon, if Customer is receiving supply service under a Non-Variable price service, after the end of the Initial Fixed Term, this Agreement will automatically continue at a variable rate methodology unless and until this Agreement is terminated by customer. Not less than 15 days and no more than 60 days prior to the expiration of the Initial Fixed Term, Marathon will notify Customer in writing and/or by email of the switch to variable rate methodology at which Marathon will continue to serve Customer. Customer will have 15 days from Customer's receipt of such renewal notice to reject this offer and terminate the Agreement. If Marathon does not receive notice of Customer's termination of this Agreement, this Agreement will continue in full force and effect until canceled by Customer.

- 6. **Termination of Non-Variable Price Agreements:** If there is a material adverse change in the business or financial condition of Customer on a Non-Variable Price Agreement, or a material adverse change in the cost to Marathon to continue supplying and/or servicing this Customer, as determined by Marathon at its sole discretion, or if Marathon terminates its service offerings in Customer's LDC service territory or across New York State, or if such Customer fails to meet any of its obligations under this Agreement, then in addition to any other remedies Marathon may have, Marathon may terminate this Agreement upon 15 days' written notice to Customer. In addition, if Customer terminates this Agreement prior to the end of the Initial Fixed Term, Customer shall pay Marathon all outstanding gas and/or electric supply charges and other amounts owing to Marathon as well all reasonable attorneys' fees and expenses incurred by Marathon in connection with Marathon's attempt to collect and recover same. If Customer terminates this Agreement by returning to Customer's LDC or switching to another ESCO, the effective date of any such switch from Marathon will be determined by Customer's LDC. As an ETF, if Customer terminates this Agreement prior to the end of the Initial Fixed Term, or if Marathon terminates this Agreement due to Customer's breach of this Agreement, Customer shall pay Marathon, in addition to any other applicable charges, the projected amount of natural gas and/or electricity to be consumed by customer for the remainder of the current Term (see section 5 – Term) multiplied by the difference between the Non-Variable price in effect for the remainder of the current Term and the price at which Marathon can sell such gas and/or electricity following the termination. If a Customer that Marathon, in its discretion, determines to be Single Utility Billed, fails to qualify for the LDC's POR program, Marathon may terminate the Agreement and Customer shall be liable to Marathon for any loss it incurs (using the calculation methodology described above). However, for all customers solicited through door-to-door marketing, the ETF will be no greater than \$100.00 if the remaining term is less than 12 months and \$200.00 if the remaining term is 12 months or more. In addition, for all customers solicited through door-to-door marketing, in the event of a renewal of a Non-Variable Price agreement, Customer shall not be charged an ETF if Customer objects to such renewal within 3 business days of receipt of the first billing statement under the renewed agreement. In addition, if there

is a gap in service due to the customer's termination and subsequent request for re-enrollment, during the non-Variable contract period, the customer may be liable to Marathon for any loss it incurs (using the calculation methodology described above).

The services provided by Marathon to Customer are governed by the Terms & Conditions of this Agreement. Marathon shall have the right to terminate this Agreement in the event of a breach of the term(s) of the Agreement by Customer, including, but not limited to, failure to remit payment as required under this Agreement. Marathon may cancel this Agreement at any time and for any reason. Marathon will provide at least 30 days' written notice prior to the termination of service and provide Customer with the opportunity to remedy the termination condition. A final bill will be rendered within thirty (30) days after the final scheduled meter reading or if access is unavailable, an estimate of consumption will be used in the final bill, which will be trued up subsequent to the final meter reading. Switching to a competitive Third-Party Supplier ("TPS") is not mandatory and Customer has the option of remaining with the LDC for basic gas supply service or basic electric generation service.

7. **Billing:** Customer's LDC or Marathon may send Customer a single bill for both supply and delivery charges ("Consolidated Billing"), or Customer's LDC may send a separate bill for Customer's delivery charges and Marathon may send Customer a separate bill for Customer supply and charges ("Dual Billing"). Customer will pay Marathon for natural gas supply service and/or electric supply service based on meter readings and consumption information measured by and/or received from Customer's LDC ("Billing Quantity"). Marathon will have the option to adjust the Billing Quantity for fuel and distribution/line loss retained by the LDC and interstate transporters from the Purchase Quantity. Payment for gas and/or electric supply service is due on Customer's receipt of the bill(s). Customer shall pay a late payment charge on all unpaid amounts (including arrears and late payment charges) owing and not received by Marathon within twenty (20) days of the date of the bill at a rate of 1.5% per month or the maximum attorneys' fees and expenses incurred by it in collecting any payment from you. Marathon may delay enforcing its rights and/or accept late payments, partial payments, or partial payments marked to the effect of "payment in full" without losing any of its rights under this Agreement or applicable law. Customer payments remitted for Consolidated Billing that are not in dispute shall be allocated in the following order of priority of payment: (1) to amounts owed to avoid termination, suspension, or disconnection of commodity or delivery service; (2) to amounts owed under a deferred payment agreement; (3) to arrears; and (4) to current charges not associated with a deferred payment agreement. Payments will be pro-rated to the charges within each of the above categories in proportion to Marathon's and the LDC's charges in that category. Marathon may assign and sell Customer accounts receivable to the LDC. Failure by a non-residential customer to remit full payment of Marathon charges due on any Consolidated Bill prepared by the LDC or Marathon will be grounds for disconnection of utility services in accordance with NYPSC rules and regulations on the termination of service to non-residential customers, 16 NYCRR Part 13. A \$30.00 fee will be charge for all returned payments.
8. **Consumer Protections.** Marathon will provide at least 15 days' notice prior to the cancellation of service to Customer. In the event of non-payment of any charges owed to Marathon, Customer may be subject to termination of commodity service and the suspension of distribution service under procedures approved by the Department of Public Service ("DPS"). Customer may obtain additional information by contacting Marathon at 1-888-378-9898 or the DPS at 1-800-342-3377, or by writing to the DPS at: New York State Department of Public Service, Office of Consumer Services, Three Empire State Plaza, Albany, New York 12223, or through its website at: www.dps.ny.gov. Customer may also contact the DPS's ESCO hotline for inquiries regarding the competitive retail energy market at 1-888-697-7728.
9. **Rescission.** A door-to-door Customer may rescind this Agreement within three (3) business days after Customer's signing or receipt of this Agreement, whichever comes first, by contacting Marathon at 1-888-378-9898 or in writing at 62-01 34th Avenue, Woodside, NY 11377. If Customer rescinds this Agreement, Marathon will provide Customer a cancellation number.
10. **Agency. Gas:** Customer hereby designates Marathon as agent to (a) arrange and administer contracts and service arrangements between Customer and Customer's LDC and between Customer and the interstate transporters of Customer's natural gas (including capacity release, re-release and recall arrangements); (b) nominate and schedule with interstate pipeline(s) the transportation of Customer's natural gas supplies from the Sales Point(s) to the Delivery Point(s), and with the LDC for the transportation of the Customer's natural gas supplies from the Delivery Point(s) to the Customer's end-use premises; and (c) aggregate, if necessary, Customer's natural gas supplies with such supplies of other customers served by Marathon to qualify for LDC transportation service, and to address and resolve imbalances (if any) that may arise during the term of this Agreement. As Agent of Customer, Marathon will schedule the delivery of supplies of natural gas at the Sales Point(s) necessary to meet the Customer's city gate requirements based on the consumption and other information that Marathon receives from the LDC. The Sales Point(s) for the natural gas will be a point or points located outside of New York State selected from time to time by Marathon to assure service reliability. The Delivery Point(s) for the natural gas transported by the interstate pipeline(s) will be the city gate stations of the LDC. As Customer's agent, Marathon agrees to arrange for the transportation of the natural gas supplied under this Agreement from the Sales Point(s) to the Delivery Point(s) and from the Delivery Point(s) to the Customer's end-use premises. These services are provided on an arm's-length basis. **Electric:** Customer hereby designates Marathon as Customer's agent for the purpose of arranging, contracting for, and administering transmission services (including those provided by Customer's LDC) for the delivery of electricity. The Sales Point(s) for electricity will be one or more points on the NYISO-administered transmission system (located outside of the jurisdictional limits of the municipality of Customer's service address location), selected from time to time by Marathon to assure service reliability. The Delivery Point(s) for electricity will be one or more points at which Marathon, as Customer's agent, has arranged for the delivery of electricity to Customer or to a third party (such as Customer's LDC) for Customer's account. These services are provided on an arm's-length basis.
11. **Title, Risk of Loss.** Title to, control of, and risk of loss of the Purchase Quantities supplied under this Agreement will transfer from Marathon to Customer at the Sales Point(s). Marathon and Customer agree that transactions under this Agreement are originated and consummated outside the jurisdictional limits of the municipality, county or other taxing authority where Customer's service address(es) is located. If a taxing authority determines that a gross receipts tax or other tax is applicable to the sale of natural gas or electric supply under this Agreement, Customer agrees to pay such tax.
12. **No Warranties.** MARATHON MAKES NO REPRESENTATIONS, WARRANTIES, AFFIRMATIONS OF FACT, OR PROMISES, EXPRESS OR IMPLIED, OTHER THAN THOSE EXPRESSLY SET FORTH IN THIS AGREEMENT AND MARATHON EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR USE.

13. **Force Majeure.** Marathon will make commercially reasonable efforts to provide natural gas and/or electricity supply service hereunder, but Marathon does not guarantee a continuous supply of natural gas and/or electricity to Customer. Certain causes and events out of the control of Marathon ("Force Majeure Events") may result in interruptions in service. Marathon will not be liable for any such interruptions caused by a Force Majeure Event. A Force Majeure Event means a material or unavoidable occurrence beyond Marathon's control and shall include but not be limited to acts of God or public enemy, fire, flood, storm, hurricane, explosion, terrorism, war, civil disturbance, pandemics or other medical outbreaks and emergencies, acts of any governmental authority, accidents, strikes, labor disputes or problems, required maintenance work, inability to access the local distribution utility system, non-performance by the LDC (including, but not limited to, a facility outage on its gas distribution lines or electric facilities), or any other cause beyond Marathon's control.
14. **Limitation of Liability.** TO THE FULLEST EXTENT PERMITTED BY APPLICABLE NEW YORK LAW, NEITHER YOU NOR MARATHON WILL BE LIABLE TO THE OTHER FOR ANY CONSEQUENTIAL, EXEMPLARY, PUNITIVE, INCIDENTAL, OR INDIRECT DAMAGES ARISING FROM ANY CLAIM OR LEGAL PROCEEDING BETWEEN YOU AND MARATHON, INCLUDING, WITHOUT LIMITATION, LOST PROFITS OR LOST REVENUES. THE REMEDY FOR ANY CLAIM OR SUIT AGAINST MARATHON WILL BE LIMITED TO DIRECT ACTUAL DAMAGES, WHICH SHALL NOT EXCEED THE AMOUNT OF CUSTOMER'S SINGLE LARGEST MONTHLY INVOICE DURING THE PRECEDING 12 MONTHS. CUSTOMER SHALL NOT PURSUE OR RECOVER ANY ADDITIONAL DAMAGES OR AMOUNTS FROM MARATHON, AND HEREBY WAIVES ALL OTHER REMEDIES IN LAW OR EQUITY. THESE LIMITATIONS APPLY WITHOUT REGARD TO THE CAUSE OF ANY LIABILITY OR DAMAGES. CUSTOMER AND MARATHON ACKNOWLEDGE THAT THERE ARE NO THIRD-PARTY BENEFICIARIES TO THIS AGREEMENT.
15. **Marathon Contact Information.** Customer may contact Marathon's Customer Service Center at 1-888-378-9898, Monday through Friday 9:00AM - 4:00PM EST (contact hours' subject to change). Customer may also contact Marathon Energy by mail at: 100 Elwood Davis Rd, Syracuse, NY 13212, or email at customerservice@mecny.com.
16. **Arbitration of Disputes, Waiver of Jury Trial, and Participation in Class Actions.** MARATHON AND CUSTOMER SHALL NOT BE PERMITTED TO JOIN OR CONSOLIDATE COMPLAINTS, CLAIMS, OR DISPUTES INVOLVING OTHERS, NOR SHALL ANY COMPLAINTS, CLAIMS, OR DISPUTES BE BROUGHT OR MAINTAINED AS A CLASS ACTION OR IN ANY REPRESENTATIVE CAPACITY. MARATHON AND CUSTOMER UNDERSTAND AND AGREE THAT THEY ARE KNOWINGLY, VOLUNTARILY, AND WILLINGLY WAIVING THE RIGHT TO A TRIAL BY JURY. MARATHON AND CUSTOMER UNDERSTAND AND AGREE THAT THEY ARE KNOWINGLY, VOLUNTARILY, AND WILLINGLY WAIVING THE RIGHT TO PARTICIPATE IN OR BE REPRESENTED IN ANY CLASS ACTION OR CLASS ARBITRATION. Any questions or complaints should be directed to Marathon's Customer Service Center. The parties are required to use their best efforts to resolve any disputes that may arise. Any unresolved disputes may be presented to a court of competent jurisdiction in New York County, New York. During the pendency of any dispute, Customer must pay all bills in full, except for the specific disputed amount, if any. Alternatively, a dispute or complaint may be submitted by either party at any time to the DPS Office of Consumer Services, New York State Public Service Commission, Office of Consumer Services, Three Empire State Plaza, Albany, New York 12223; by phone at 1-888-697-7728 or by visiting www.dps.state.ny.us.
17. **Applicable Laws.**
- Applicable Laws.** This Agreement is subject to all applicable federal, state, and local laws, and the orders, rules, and regulations of the governmental agencies having jurisdiction over the subject matter of this Agreement, including the DPS. This Agreement shall be construed under and shall be governed by the laws of the State of New York without regard to the application of its conflicts of law principles. Venue for any lawsuit brought to enforce any term or condition of this Agreement or to construe the terms hereof shall lie exclusively in the State of New York.
 - Regulatory or Other Changes.** Marathon and Customer recognize that a change in any law, rule, regulation, guideline, procedure, tariff, utility, ISO design, ICAP tag, gas capacity release, formula or formula input, demand charge, transmission value, Environmental Attribute (e.g. RECs, ZECs, carbon), Non-Market Based Rates (e.g. NTAC, SSC&D, Black Start), regulatory structure, or the interpretation or application of any of the foregoing applicable to Marathon or this Agreement by any entity, including but not limited to the LDC, Department of Public Service, New York State Public Service Commission, New York State Energy Research and Development Authority, Federal Energy Regulatory Commission or the New York Independent System Operator (each, a "Regulatory or Other Change") could materially impact a term, condition, or provision of this Agreement including, but not limited to price. Marathon and Customer further recognize that Marathon's ability to perform under this Agreement or the financial impact of a Regulatory Change that occurred prior to the date the parties executed this Agreement (the "Execution Date") may not be known until a future date. Accordingly, Marathon retains the right, at its sole discretion to (i) terminate this Agreement and return the Customer to the LDC at the next available meter read date; (ii) modify this Agreement to reflect a Regulatory Change that occurs after the Execution Date, including modifying Customer's price; and/or (iii) pass through to Customer any capital, operating, commodity, or other costs it incurs as a result of a Regulatory or Other Change ("New Costs") that occurred prior to the Execution Date where such: (a) New Costs were unknown or (b) New Costs did not become effective until after the Execution Date. In all cases, Marathon shall provide 15 days' prior written notice to Customer of any termination or modification to this Agreement resulting from a Regulatory or Other Change and/or application of any New Costs.
 - Material Adverse Changes.** If there is a material adverse change in the business operation or financial condition and/or creditworthiness of Customer (as determined by Marathon at its discretion) or if Customer fails to meet its obligations under this Agreement or pay or post any required security deposit, or if Marathon terminates its service offerings in Customer's LDC service territory or across New York State, then, in addition to any other remedies that it may have, Marathon may terminate this Agreement upon 15 days' written notice to Customer. If Customer's Usage indicates that Customer belongs to a different Customer Class than determined by Marathon at the time of contracting, Marathon shall have the option to drop Customer's supply back to the LDC and charge Customer an ETF as set forth in Section 6 of this Agreement.
 - Non-Mass Market Customer.** Customer represents, warrants, and covenants that (i) it is not a mass market customer, as defined by the New York State Public Service Commission. Customer agrees that if it is or becomes a mass market customer then the breach of the foregoing covenant is a default under this Agreement by Customer, and notwithstanding anything to the contrary herein, this Agreement may be

terminated by Marathon without further notice and Customer shall be liable to Marathon for any loss it incurs (using the calculation methodology described in Section 6).

18. **Emergency Service.** Customer's LDC will continue to respond to leaks and emergencies. In the event of a gas leak, electric service interruption, or other emergency, Customer should immediately DIAL 911. Then call LDC emergency personnel. Customer may also call Marathon at 1-888-378-9898.

Central Hudson	1-800-527-2714	National Grid Metro	1-718-643-4050	NYSEG	1-800-572-1121
Con Edison	1-800-75-CONED	National Grid LI	1-800-490-0045	O&R Electric	1-877-434-4100
National Fuel Gas	1-800-444-3130	National Grid Upstate	1-800-892-2345	Rochester G&E	1-800-743-1701

19. **Assignment.** Customer may not assign its interests in or delegate its obligations under this Agreement without the express written consent of Marathon. Marathon may sell, transfer, pledge, or assign the accounts, revenues, or proceeds hereof, in connection with any financing agreement or receivables purchase program, and may, upon 30 days' prior written notice to you, assign this Agreement to another energy supplier, energy services company or other entity as authorized by the DPS, without Customer's consent.
20. **Miscellaneous.** This Agreement, including any enrollment form and applicable attachments, is the entire Agreement between Customer and Marathon with respect to the subject matter hereof and there are no promises, covenants, or undertakings other than those expressly set forth in this Agreement. This Agreement will inure to and be binding upon the successors and assignees of the parties. If any provision of the Agreement is held by a Court or regulatory agency of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall continue in full force without being invalidated in any way. No waiver of any provision of this Agreement shall be construed as a continuing waiver or shall constitute a waiver of any other provision.
21. **Electronic Signature.** Any signature (including any electronic symbol or process attached to, or associated with, this Agreement and adopted by Customer or Marathon with the intent to sign, authenticate, or accept such Agreement) hereto, or to any other certificate or document related to this transaction, through electronic means shall have the same legal validity and enforceability as a manually executed signature to the fullest extent permitted by applicable law, including the Federal Electronic Signatures in Global and National Commerce Act and the New York State Electronic Signatures and Records Act, and the parties hereby waive any objection to the contrary.
22. **Electronic Communications.** By signing this Agreement, Customer consents to receiving any notice or correspondence (and for dual billed customers, bills) from Marathon by email. Customer may send any notice or correspondence to Marathon by email at customerservice@mecny.com. Customer agrees to provide Marathon with a current email address and to notify Marathon of any change of Customer's email address. Notwithstanding anything contained in this Agreement, if you are a customer enrolled as a result of door-to-door marketing, any renewal notice will be sent to you by U.S. Mail.
23. **Renewably Sourced Energy.** Marathon Energy will match the Customer's selected electric percentage with renewable energy credits (RECs) from nationally sourced resources. RECs represent the environmental attributes associated with the applicable amount of renewable energy generation from various renewable sources including, but not limited to, solar thermal, photovoltaics, on land and offshore wind, hydroelectric, geothermal electric, geothermal ground source heat, tidal energy, wave energy, ocean thermal, and fuel cells, or other qualifying renewable resources. RECs will be purchased and retired to satisfy the percentage of renewable generation guaranteed by this Agreement.

IN WITNESS WHEREOF Customer hereby accepts all Terms & Conditions set forth above and incorporated herein, and have caused this Agreement to be executed:

For Customer:

Customer Signature

Signature Date

Print Name

Print Title



Contract Addendum

LDC	Account Name	LDC Number	Rate Class	Service Address	City	State	Zip Code	Start Date	Product	Term (months)	Rate	Unit
CHUD	CITY OF NEWBURGH FILTRATION PLANT	210040668621000404328	G02HTFS	493 RT 207	NEWBURGH	NY	125500000	October 2023	Fixed	6	0.544900	therm
CHUD	CITY OF NEWBURGH	210041146541000403451	G02HTFS	375 WASHINGTON ST	NEWBURGH	NY	125505330	October 2023	Fixed	6	0.544900	therm
CHUD	CITY OF NEWBURGH	210041466561000401798	G02HTFS	129 S ROBINSON AVE	NEWBURGH	NY	125505821	October 2023	Fixed	6	0.544900	therm
CHUD	CITY OF NEWBURGH RECREATION PARK OFFICE	210041128151000403440	G02HTFS	WASHINGTON ST ACTIVITY CTR	NEWBURGH	NY	125500000	October 2023	Fixed	6	0.544900	therm
CHUD	CITY OF NEWBURGH SOFTBALL HALL OF FAME	210041132431000403442	G02HTFS	399 WASHINGTON ST	NEWBURGH	NY	125505330	October 2023	Fixed	6	0.544900	therm
CHUD	CITY OF NEWBURGH INCINERATOR	210041401051000401741	G02HTFS	2 RENWICK ST	NEWBURGH	NY	125506034	October 2023	Fixed	6	0.544900	therm
CHUD	CITY OF NEWBURGH	210041160301000402890	G02HTFS	294-306 BROADWAY BROADWAY SCHOOL	NEWBURGH	NY	125505409	October 2023	Fixed	6	0.544900	therm
CHUD	CITY OF NEWBURGH GARAGE	210041184731000402274	G02HTFS	88 PIERCES RD	NEWBURGH	NY	125503247	October 2023	Fixed	6	0.544900	therm
CHUD	CITY OF NEWBURGH FIRE DEPARTMENT	210041333571000401678	G02HTFS	22 GRAND ST	NEWBURGH	NY	125505626	October 2023	Fixed	6	0.544900	therm
CHUD	CITY OF NEWBURGH RECREATION DEPT.	210041481811000403101	G02HTFS	DOWNING PARK	NEWBURGH	NY	125500000	October 2023	Fixed	6	0.544900	therm
CHUD	CITY OF NEWBURGH	210041352871000402332	G02HTFS	492 BROADWAY FIREHOUSE	NEWBURGH	NY	125500000	October 2023	Fixed	6	0.544900	therm
CHUD	CITY OF NEWBURGH NEWBURGH COMMUNITY CTR.	210041456331000401781	G02HTFS	104 S LANDER ST	NEWBURGH	NY	125506325	October 2023	Fixed	6	0.544900	therm
CHUD	CITY OF NEWBURGH	210041322841000401673	G02HTFS	83 BROADWAY	NEWBURGH	NY	125505617	October 2023	Fixed	6	0.544900	therm



Contract Addendum

For Marathon Energy:

For Customer:

Marathon Representative Name

Customer's Printed Name & Title

Marathon Representative Signature

Date

Customer's Signature

Date

Toll Free 888.378.9898

100 Elwood Davis Road, Syracuse, NY 13212 / www.mecny.com

Rev 3.2 20201026

SCHEDULE A - Account Listing, Features and Base Load Usage

Baseload Usage: Monthly Usage (therm) @100% Swing																	
Account Number	LDC	SC	Pool	TransClass	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual Usage
210040668621000404328	CHUD	G02HTFS		Firm	3488	3024	2455	1316	468	0	0	0	106	956	2020	2998	16831
210041146541000403451	CHUD	G02HTFS		Firm	1009	890	744	452	235	100	75	78	142	360	633	883	5601
210041466561000401798	CHUD	G02HTFS		Firm	254	220	177	60	22	0	0	0	6	44	144	218	1145
210041128151000403440	CHUD	G02HTFS		Firm	825	721	594	338	148	30	8	11	67	257	496	715	4210
210041132431000403442	CHUD	G02HTFS		Firm	622	542	445	251	106	16	0	1	44	189	371	538	3125
210041401051000401741	CHUD	G02HTFS		Firm	1034	899	734	405	159	6	0	0	54	300	609	891	5091
210041160301000402890	CHUD	G02HTFS		Firm	4161	3656	3039	1796	840	244	135	148	431	1390	2567	3628	22035
210041184731000402274	CHUD	G02HTFS		Firm	5557	4808	3894	2059	695	0	0	0	111	1480	3194	4767	26565
210041333571000401678	CHUD	G02HTFS		Firm	7159	6287	5220	3130	1349	240	36	60	587	2374	4404	6238	37084
210041481811000403101	CHUD	G02HTFS		Firm	150	129	104	54	16	0	0	0	0	38	85	128	704
210041352871000402332	CHUD	G02HTFS		Firm	495	432	354	198	82	10	0	0	32	149	295	428	2475
210041456331000401781	CHUD	G02HTFS		Firm	626	542	439	233	79	0	0	0	14	168	360	537	2998
210041322841000401673	CHUD	G02HTFS		Firm	2341	2043	1679	949	406	68	6	13	174	719	1401	2027	11826
Totals					27721	24193	19878	11241	4605	714	260	311	1768	8424	16579	23996	139690

Toll Free 888.378.9898
100 Elwood Davis Road, Syracuse, NY 13212 / www.enengo.com

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RESOLUTION NO.: 57 - 2023

OF

APRIL 10, 2023

**A RESOLUTION AUTHORIZING THE CITY MANAGER
TO EXECUTE AN AGREEMENT WITH CAPITAL MARKETS ADVISORS LLC
TO PROVIDE PROFESSIONAL SERVICES TO THE CITY OF NEWBURGH
RELATING TO NEW ISSUE BONDS, BOND ANTICIPATION NOTES,
TAX ANTICIPATION NOTES, DEFICIT NOTES AND BUDGET NOTES**

WHEREAS, the City of Newburgh is authorized under the New York State Local Finance Law to issue bonds, bond anticipation notes, tax anticipation notes, deficit notes, budget notes and other securities; and

WHEREAS, it is necessary and appropriate for the City of Newburgh to retain independent professional services in connection with the planning, marketing and sales associated with such securities and financing; and

WHEREAS, by Resolution No. 164-2016 of July 11, 2016, Resolution No. 149-2017 of June 12, 2017, Resolution No. 35-2020 of February 10, 2020, and Resolution No. 191-2021 of August 9, 2021, the City Council authorized the City Manager to enter into a professional services agreement with Capital Markets Advisors, LLC to provide such securities and financing services; and

WHEREAS, a written professional services agreement between the municipal advisor and its municipal clients is required by the Securities and Exchange Commission and City Council deems it to be in the best interests of the City to continue such professional services agreement with Capital Markets Advisors, LLC for such services;

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 an agreement in substantially the same form as annexed hereto with Capital Markets Advisors, LLC to provide professional services in connection with the planning, marketing and sales associated with the issuance of bonds, bond anticipation notes, tax anticipation notes, deficit notes, budget notes and other securities.

Capital Markets Advisors, LLC

Independent Financial Advisors

FINANCIAL ADVISORY SERVICES AGREEMENT

This Agreement has been entered into this _____ day of _____, 2023 by and between the City of Newburgh, New York (the "City") and Capital Markets Advisors, LLC ("CMA"), a limited liability company created under the laws of the State of New York and having its principal place of business at 11 Grace Avenue, Suite 308, Great Neck, New York 11021.

Section 1 Financial Advisory Services

CMA will provide the following services in connection with bond and note financings (the "Issue"), undertaken by City during the term of this Agreement.

- 1.01 Review legal, financial, economic and other information necessary for CMA to advise the City in planning, structuring and otherwise completing each Issue to be undertaken by the City.
- 1.02 Discuss a plan of financing which will include CMA's analysis and recommendations to the City regarding funding requirements, structuring alternatives, marketing, method of sale, security features, call provisions, credit ratings, credit enhancement, term, federal tax implications and such other matters which the City and CMA agree should be included in the plan of financing.
- 1.03 Prepare or assist in the preparation of financing documents, as required by the City, including but not limited to: term sheet, Official Statement, Notice of Sale and bid sheet, request for a credit rating, request for bond insurance, DTC Letter of Representations, and post-sale analysis.
- 1.04 Upon the request of the City, CMA will assist the City in the selection of other service providers necessary to conduct each Issue including but not limited to Bond Counsel, rating agencies, bond insurer, underwriters, trustee and financial printer, if appropriate.
- 1.05 Prepare and maintain a financing schedule, costs of issue, list of participants, and take such other actions requested by the City to efficiently manage each Issue to meet City's objectives.
- 1.06 Participate in the sale of the debt, confirm net interest cost calculation, verify underwriter's compensation and make a recommendation as to award.
- 1.07 Assist the City with the delivery of proceeds of each Issue, payment of issuance costs and other matters related to closing each Issue.
- 1.08 Prepare final debt service schedules.
- 1.09 Assist with the closing of the Issue and verify receipt of Issue proceeds.
- 1.10 Provide Continuing Disclosure as required by SEC Rule 15c 2-12.

Section 2 Compensation

- 2.01 For CMA's performance of services on behalf of the City as described in Section 1 hereof, CMA's compensation, some of which were contingent on an issue closing, will be as follows:
 - For bond issues: base fee \$10,000 plus \$0.50 per \$1,000 of bonds issued over \$5 million
 - For note issues: base fee of \$5,100 plus \$0.50 per \$1,000 of notes issued for issues over \$5 million
 - For note issues with no Official Statement: \$4,000

Capital Markets Advisors, LLC

Independent Financial Advisors

- For issues through NYS EFC: a fee of \$25,000 which includes both short-term and long-term financing of the loan. Such fee is due upon receipt of funding from EFC in the amount of \$12,500 at the closing of the short-term financing and \$12,500 upon the closing of the long term financing. If only a long-term EFC issue is issued: a fee is \$15,000 at the closing of the loan
 - For capital leases: a base fee of \$6,500 plus \$0.50 per \$1,000 of lease debt issued
 - For Continuing Disclosure services: an annual fee of \$2,500
- 2.02 For advisory services rendered for which the above fees are not applicable, CMA will be compensated on an hourly basis at a rate of \$175 per hour.
- 2.03 The City will pay normal issuance costs such as printing, postage, photocopying, overnight delivery, web posting, Bond Counsel, rating agency fees and other associated expenses.
- 2.04 Payment of CMA's compensation for a financing is due within 30 days of receipt by the City of CMA's invoice.

Section 3 Term of Agreement

The term of this Agreement shall be from the date hereof to December 31, 2024.

Section 4 Responsibilities of Parties

CMA does not assume the responsibilities of the City, nor the responsibilities of the other professionals and vendors representing the City, in the provision of services and the preparation of financing documents for financings under this agreement. CMA accepts the relationship of trust and confidence established between it and the City. CMA agrees to furnish its best skill and judgment in the performance of its services in the most expeditious and economical manner consistent with the interests of the City. Information obtained by the CMA, either through its own efforts or provided by the City, included in the financing documents, or otherwise provided to the City, is by reason of experience and professional judgment, believed to be accurate; however, such information is not guaranteed by the CMA. However, nothing in this paragraph shall relieve CMA from liability due to negligence or want of due diligence in the performance of its services.

Section 5 Binding Effect

All agreements and covenants contained herein are severable and in the event any of them shall be held to be invalid by any competent court, this agreement shall be interpreted as if such invalid agreements or covenants were not contained herein, and the remaining provisions of this agreement shall remain in full force and effect. Each party hereto represents and warrants that this agreement has been duly authorized and executed by it and constitutes its valid and binding agreement and any governmental approvals necessary for the performance of this agreement have been obtained.

Section 6 Required Regulatory Disclosure

Municipal Advisor Regulators

Municipal Securities Rulemaking Board ("MSRB") Rule G-10 requires that municipal advisors, including CMA, provide to their clients the following information once each calendar year: (i) CMA is registered as an independent municipal advisor with the MSRB and the US Securities and Exchange Commission

Capital Markets Advisors, LLC

Independent Financial Advisors

("SEC"); (ii) CMA is subject to the regulations and rules on municipal advisory activities established by the SEC and MSRB; (iii) the website for the MSRB is www.msrb.org and the website for the SEC is www.sec.gov and (iv) in addition to having educational materials about the municipal securities market, the MSRB website has a municipal advisory client brochure that describes the protections that may be provided by the MSRB rules and how to file a complaint with the appropriate regulatory authority.

Conflicts of Interest Disclosure

CMA is an MSRB Registered Municipal Advisor that conducts all municipal advisory activities subject to the fiduciary standards of conduct. MSRB Rule G-42 requires that municipal advisors disclose to their clients any actual or potential material conflict of interest, including certain categories of potential conflicts of interest identified in Rule G-42, if applicable. If no such material conflicts of interest are known to exist, municipal advisors are required to provide a written statement to that effect.

To the best of CMA's knowledge and belief, neither CMA nor any associated person has any material undisclosed conflict of interest.

- CMA has no financial interest in, nor does CMA receive any undisclosed compensation from, any firm or person that CMA may use in providing any advice, service, or product to or on behalf of any CMA client.
- CMA does not pay contracted MSRB registered solicitors or other MSRB registered municipal advisors directly or indirectly in order to obtain or retain an engagement to perform municipal advisory services for any municipal entity.
- CMA does not receive any payments from a third party to enlist CMA's recommendation of services, municipal securities transactions, or any municipal financial product or service.
- CMA does not have any fee-splitting arrangements with any provider of investments or services to any municipal entity.
- CMA may have conflicts of interest arising from compensation for municipal activities to be performed that are contingent on the size or closing of such transaction for which CMA is providing advice. This potential conflict of interest exists if CMA should fail to get paid for its work on a transaction in the event that transaction does not close. Given the wide diversity of CMA's clients and sources of revenue, we do not believe that the contingent nature of CMA's compensation in this agreement creates a material conflict of interest.
- CMA services a wide variety of other clients that may from time to time have interests that could have a direct or indirect impact on the interests of other municipal clients. These other clients may, from time to time and depending on specific circumstances, have competing interests, such as accessing the market with the most advantageous timing. In acting in the interests of its various clients, CMA could potentially face a conflict of interest arising from these competing client interests. However, none of these other engagements or relationships would impair CMA's ability to fulfill its regulatory duties to its municipal clients.
- There are no other actual conflicts of interest that could reasonably be anticipated to impair CMA's ability to provide advice to any municipal entity in accordance with the standard of fiduciary conduct.

Information Regarding Legal Events and Disciplinary History Disclosure

MSRB Rule G-42 requires that municipal advisors provide to their clients certain disclosures of legal or disciplinary events material to the client's evaluation of the municipal advisor or the integrity of the municipal advisor's management or advisory personnel.

Capital Markets Advisors, LLC

Independent Financial Advisors

- CMA and two of its Associated Persons are currently subject to a legal event that could be material to a client's evaluation of the Firm.
- CMA's Form MA and Form MA-Is for each of the Firm's Associated Persons are posted in the Edgar Database located on the U.S. Securities and Exchange Commission's website (www.sec.gov).
- CMA has made a legal event disclosure on its Form MA and two of its Associated Persons' Form MA-Is filed with the U.S. Securities and Exchange Commission.

Future Supplemental Disclosures

As required by MSRB Rule G-42, these disclosures may be supplemented or amended, from time to time as needed, to reflect changed circumstances resulting in new conflicts of interest or changes in the conflicts of interest described, or to provide information with regard to any legal or disciplinary events. CMA will provide its municipal clients with any supplement or amendment as it becomes available throughout the terms of each agreement or contract.

Section 7 Independent Contractor

CMA hereby acknowledges and agrees that its status under this Agreement will be that of an independent contractor. CMA and its officers, agents and employees shall not represent themselves as City employees to any third party, nor shall they make any claim to the City, or to any other person or entity, for benefits or privileges granted to City employees, including but not limited to, Unemployment and Workers Compensation benefits. CMA further acknowledges and agrees that the City shall not take any deductions or withholdings from CMA's compensation to pay federal or state taxes, or any other assessment, cost, expense or obligation which CMA or its officers, employees or agents may incur as a result of CMA receiving compensation pursuant to this agreement.

Section 8 Modification

This Agreement contains the entire agreement of the parties. It may be amended in whole or in part from time to time in writing by mutual consent of the parties.

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the day and year first set forth on the first page hereof.

Capital Markets Advisors, LLC

City of Newburgh, New York

Richard Tortora

Richard R. Tortora
President

By: _____

Name: _____

Title: _____

Date: _____

RESOLUTION NO. 58 - 2023

OF

APRIL 10, 2023

**A RESOLUTION AUTHORIZING AN EXTENSION OF TIME
TO REHABILITATE THE PREMISES KNOWN AS 22 BAY VIEW TERRACE
(SECTION 48, BLOCK 5, LOT 13) IN THE CITY OF NEWBURGH
UNTIL OCTOBER 10, 2023**

WHEREAS, the City of Newburgh did convey the premises located at 22 Bay View Terrace, more accurately described as Section 48, Block 5, Lot 13 on the Official Tax Map of the City of Newburgh, by deed dated June 9, 2021; and

WHEREAS, said deed included a provision requiring rehabilitation of the conveyed premises to be completed on or about December 9, 2022; and

WHEREAS, the owners of the property, Leopoldo and Anne Mancilla, stated they would be unable to comply with the December 9, 2022 deadline, but have attempted a good faith effort and intent to complete the rehabilitation; and

WHEREAS, this Council has determined that it would be in the best interests of the City of Newburgh and its future development to grant an extension of time to rehabilitate the premises;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that Leopoldo and Anne Mancilla be granted an extension to rehabilitate the premises known as 22 Bay View Terrace in the City of Newburgh until October 10, 2023.



CITY OF NEWBURGH

Department of Code Compliance

123 Grand Street, Newburgh, New York 12550

Phone: (845) 569-7400 / Fax: (845) 569-0096

TO: Todd Venning, City Manager

CC: Alexandra Church Director of Planning and Development
Jeremy Kaufman, Assistant Corporation Counsel

FROM: Charlotte Mountain, Code Compliance Supervisor

DATE: March 3, 2023

SUBJECT: 22 Bay View Terrace Request for Extension to Rehabilitate

This office received a request for an extension of time to rehabilitate the property on March 1, 2023.

The property file was reviewed. The property continues to have valid construction permits and is obtaining regular inspections.

This office conducted a site visit on March 3, 2023.

Based upon the site visit, the project is approximately 80% complete. In conjunction with the review of the file, the property owner's request for an extension of six months is reasonable.









RESOLUTION NO.: 59-2023

OF

APRIL 10, 2023

**A RESOLUTION AUTHORIZING THE EXECUTION OF A RELEASE OF
RESTRICTIVE COVENANTS AND RIGHT OF RE-ENTRY FROM A DEED
ISSUED TO JOSE ALEXANDER PALOMINO TO THE PREMISES
KNOWN AS 36 HASBROUCK STREET (SECTION 38, BLOCK 3, LOT 46)**

WHEREAS, on December 20, 2019, the City of Newburgh conveyed property located at 36 Hasbrouck Street, being more accurately described on the official Tax Map of the City of Newburgh as Section 38, Block 3, Lot 46, to Jose Alexander Palomino; and

WHEREAS, Mr. Palomino has requested a release of the restrictive covenants contained in said deed; and

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

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

RELEASE OF COVENANTS AND
RIGHT OF RE-ENTRY

KNOWN ALL PERSONS BY THESE PRESENTS, that the City of Newburgh, a municipal corporation organized and existing under the Laws of the State of New York, and having its principal office at City Hall, 83 Broadway, Newburgh, New York 12550, in consideration of TEN (\$10.00) DOLLARS lawful money of the United States and other good and valuable consideration, receipt of which is hereby acknowledged, does hereby release and forever quitclaim the premises described as 36 Hasbrouck Street, Section 38, Block 3, Lot 46 on the Official Tax Map of the City of Newburgh, from those restrictive covenants numbered 1, 2, 3, 4, and 5 in a deed dated December 20, 2019, from THE CITY OF NEWBURGH to JOSE ALEXANDER PALOMINO, recorded in the Orange County Clerk's Office on January 3, 2020, in Liber 14680, Page 1373 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: April _____, 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 _____ 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.



CITY OF NEWBURGH

Department of Code Compliance

123 Grand Street, Newburgh, New York 12550

Phone: (845) 569-7400 / Fax: (845) 569-0096

TO: Todd Venning, City Manager

CC: Alexandra Church Director of Planning and Development
Jeremy Kaufman, Assistant Corporation Counsel

FROM: Charlotte Mountain, Code Compliance Supervisor

DATE: March 14, 2023

SUBJECT: 36 Hasbrouck Street

This office received a request for an inspection for the release of restrictive covenants on the subject property.

The structure is a single family dwelling.

The property was inspected on March 13, 2023.

There are no open code violations.

No violations were observed during my inspection at the property.

There are no open permits on the property.

The structure has valid rental license.

There is a valid Certificate of Occupancy on the property dated October 13, 1972.





DEFEATED

RESOLUTION NO.: 60-2023

OF

APRIL 10, 2023

A RESOLUTION AUTHORIZING THE EXECUTION OF A RELEASE OF
RESTRICTIVE COVENANTS AND RIGHT OF RE-ENTRY FROM A DEED
ISSUED TO MOISHE HERCZL TO THE PREMISES
KNOWN AS 182 BROADWAY (SECTION 30, BLOCK 1, LOT 32)

WHEREAS, on April 15, 2021, the City of Newburgh conveyed property located at 182 Broadway, being more accurately described on the official Tax Map of the City of Newburgh as Section 30, Block 1, Lot 32, to Moishe Herczl; and

WHEREAS, Mr. Herczl has requested a release of the restrictive covenants contained in said deed; and

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

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

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

KNOWN ALL PERSONS BY THESE PRESENTS, that the City of Newburgh, a municipal corporation organized and existing under the Laws of the State of New York, and having its principal office at City Hall, 83 Broadway, Newburgh, New York 12550, in consideration of TEN (\$10.00) DOLLARS lawful money of the United States and other good and valuable consideration, receipt of which is hereby acknowledged, does hereby release and forever quitclaim the premises described as 182 Broadway, Section 30, Block 1, Lot 32 on the Official Tax Map of the City of Newburgh, from those restrictive covenants numbered 1, 2, 3, 4, and 5 in a deed dated April 15, 2021, from THE CITY OF NEWBURGH to MOISHE HERCZL, recorded in the Orange County Clerk's Office on May 7, 2021, in Liber 14957, Page 1636 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: April _____, 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 _____ 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.



CITY OF NEWBURGH

Department of Code Compliance

123 Grand Street, Newburgh, New York 12550

Phone: (845) 569-7400 / Fax: (845) 569-0096

TO: Todd Venning, City Manager

CC: Alexandra Church Director of Planning and Development
Jeremy Kaufman, Assistant Corporation Counsel

FROM: Charlotte Mountain, Code Compliance Supervisor

DATE: March 14, 2023

SUBJECT: 182 Broadway

This office received a request for an inspection for the release of restrictive covenants on the subject property.

The structure is a mixed use structure containing one commercial space and two dwelling units.

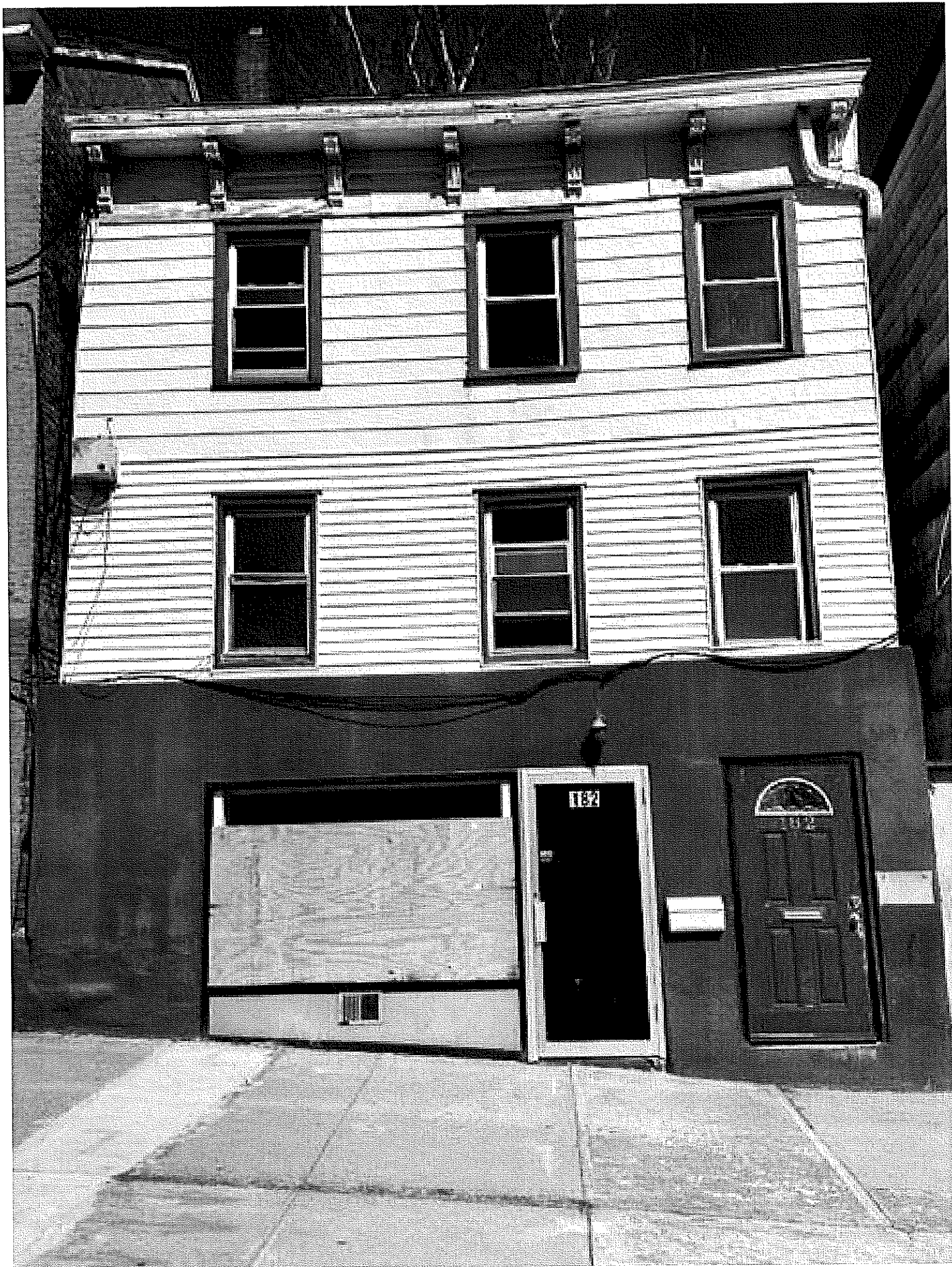
The property was inspected on March 13, 2023.

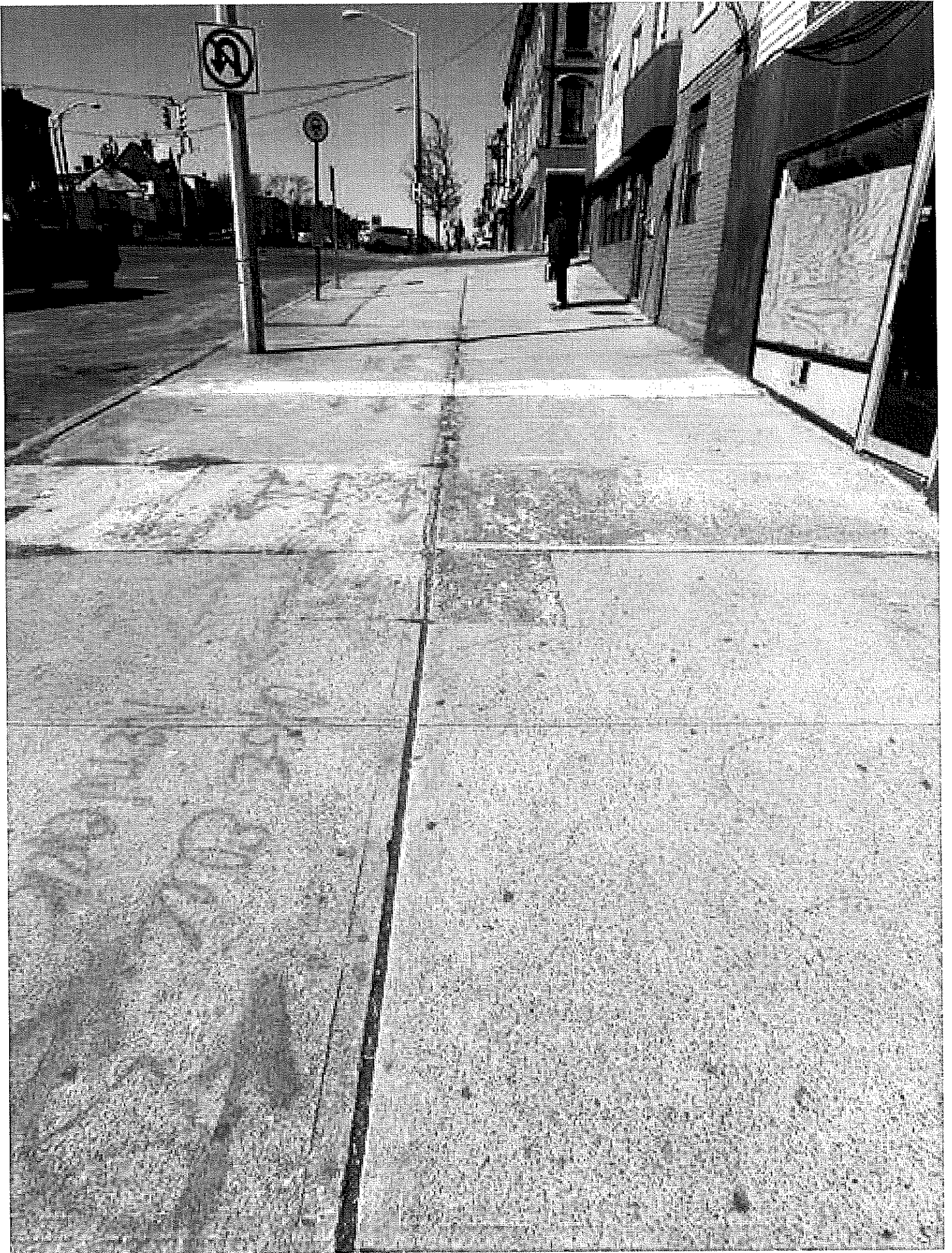
The work in general at this location is of poor quality however it meets the minimum code requirements.

The public sidewalk is intact.

No violations were observed during my inspection at the property.

There is a valid certificate of occupancy on the property dated September 16, 1968.





RESOLUTION NO.: 61 - 2023

OF

APRIL 10, 2023

**A RESOLUTION AUTHORIZING THE CITY MANAGER
TO APPLY FOR AND ACCEPT IF AWARDED A NEW YORK STATE
GOVERNOR'S TRAFFIC SAFETY COMMITTEE 2024 POLICE TRAFFIC SERVICES
PROGRAM GRANT IN AN AMOUNT NOT TO EXCEED \$46,000.00
WITH NO CITY MATCH REQUIRED**

WHEREAS, the City of Newburgh wishes to apply for a State of New York Governor's Traffic Safety Committee 2024 Police Traffic Services Program Grant in the amount of \$46,000.00 with no City match required, except the City of Newburgh will be responsible for certain fringe benefit costs which are not covered by the grant; and

WHEREAS, the Governor's Traffic Safety Committee Police Traffic Services Program offers grant funding to conduct traffic enforcement details based on the crash data of their local patrol area with the goal of impacting motorist behavior and improving traffic safety within their jurisdiction; and

WHEREAS, if awarded the City of Newburgh Police Department will use the funds for traffic enforcement, and in addition to having a current mandatory seat belt use policy in place for police officers of the department, they will participate in the national Click it or Ticket seat belt enforcement mobilization, and to cover costs of attending the 2024 ESLETS and the 2024 Governor's Highway Safety Association (GHSA) conference to be held in Indianapolis; and

WHEREAS, this Council has determined that applying for and accepting such grant is in the best interests of the City of Newburgh and its residents;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to apply for and accept if awarded a New York State Governor's Traffic Safety Committee 2024 Police Traffic Services Program Grant in an amount not to exceed \$46,000.00 with no City match required; and that the City Manager is authorized to execute all such contracts and documentation and take such further actions as may be appropriate and necessary to accept such grant and administer the program funded thereby.

RESOLUTION NO.: 62 - 2023

OF

APRIL 10, 2023

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE
A LICENSE AGREEMENT WITH THE CITY OF NEWBURGH INDUSTRIAL
DEVELOPMENT AGENCY TO GAIN ACCESS TO PROPERTY KNOWN AS
159 WEST STREET (SECTION 14, BLOCK 3, LOT 26.1), KEEFE STREET (SECTION 14,
BLOCK 3, LOTS 49 AND 50), AND CASSEDY STREET (SECTION 14, BLOCK 3, LOT 59)
FOR PROFESSIONAL LAND SURVEYING SERVICES

WHEREAS, the City of Newburgh intends to undertake a review of the area around parcels near West Street, Keefe Street, and Cassedy Street for potential development; and

WHEREAS, the City intends to engage a professional land surveyor to provide land surveying services to 17 parcels of property in the subject area; and

WHEREAS, the City requires access to 4 parcels of property currently owned by the City of Newburgh Industrial Development Agency in order to facilitate the land surveying project, said parcels being known as 159 West Street (Section 14, Block 3, Lot 26.1), Keefe Street (Section 14, Block 3, Lots 49 and 50) and Cassedy Street (Section 14, Block 3, Lot 59); and

WHEREAS, the City of Newburgh Industrial Development Agency reviewed and approved a license agreement for this purpose at its regular meeting held on February 22, 2023; and

WHEREAS, this Council has reviewed such license agreement and has determined that entering into the same would be in the best interests of the City of Newburgh;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to enter into the attached license agreement with the City of Newburgh Industrial Development Agency to gain access to parcels known as 159 West Street (Section 14, Block 3, Lot 26.1), Keefe Street (Section 14, Block 3, Lots 49 and 50) and Cassedy Street (Section 14, Block 3, Lot 59) for purposes of obtaining professional land surveying services.

LICENSE AGREEMENT

THIS LICENSE AGREEMENT, dated as of _____, 2023, by and between:

THE CITY OF NEWBURGH INDUSTRIAL DEVELOPMENT AGENCY, with offices at 83 Broadway, Third Floor, Newburgh, New York 12550 ("Licensor"); and

THE CITY OF NEWBURGH, a New York municipal corporation with offices at 83 Broadway, City Hall, Newburgh, New York 12550 ("Licensee").

WHEREAS, Licensor is the owner of various parcels of land located within the City of Newburgh and more specifically described in Schedule A, annexed hereto and made a part hereof (all parcels collectively hereinafter referred to as the "Property"); and

WHEREAS, Licensee has requested access to the Property for the purpose of conducting land surveys of the Property and other parcels owned by Licensee that are adjacent to the Property; and

NOW, THEREFORE, it is hereby agreed between the parties as follows:

Section 1. Grant of License. Licensor hereby represents that it owns the Property, and that it has duly authorized this License Agreement. Licensor hereby grants Licensee a revocable license for Licensee and Licensee's employees, agents, and contractors, upon the conditions hereinafter stated, the license or privilege of entering upon the Property, and taking thereupon such equipment, tools, machinery and other materials as may be necessary, for the purpose of conducting land surveys of the Property and other parcels owned by Licensee that are adjacent to the Property.

Section 2. Use of, and Access to, the Property.

- A. Entry to the Property is limited to the use and access necessary to conducting land surveys of the Property and other parcels owned by Licensee that are adjacent to the Property, as administered by the Licensee. In addition to Property access, Licensee shall be permitted to install iron stakes into the ground at various places in the Property to demarcate survey boundaries. Licensee shall perform its land surveying project in such manner as will comply fully with the provisions of any laws, ordinances or other lawful authority.

Section 3. Damages. The relation of the Licensee to Licensor as to the work to be performed by it under this agreement shall be that of an independent contractor. As an independent contractor, Licensee shall be responsible for all damage, loss or injury to persons or property that may arise in or be incurred during the conduct and progress of said performances arising out of the negligent performance, other than those wholly caused by Acts of God or hidden defects. Licensee shall make good any damages that may occur in consequence of the performances or any part of it. Licensee shall assume blame, loss and responsibility of any nature to the extent of Licensee's neglect or violation of any federal, state, county or local laws, regulations or ordinances applicable to Licensee and/or the nature of its performance or arising out of its activities licensed hereby. Licensee will

not be liable for damages in excess of Licensee's insurance coverage per occurrence, except such limitations will not apply to claims based on Licensee's intentional breach of this agreement or willful misconduct.

Section 4. Defense and Indemnity. Licensee shall defend, indemnify and hold Licensors harmless against any and all claims, damages, losses and expenses, including, but not limited to, reasonable attorneys' fees, in connection with any actions, proceedings, and lawsuits arising out of or relating to the access and use of the Property conducted by Licensee, its employees, agents, representatives or contractors under this License Agreement, the restoration or failure to perform restoration of the Property pursuant to Section 8 hereof, excepting gross negligence, intentional breach of this agreement or misconduct by the Licensors.

Section 5. Term of License. The license or privilege hereby given shall commence upon the signing of this License Agreement and shall expire without further notice to either party to the other one (1) year from the date of this License ("Expiration Date"), subject to Section 9 below. The License may be renewed thereafter by the mutual consent of both parties on such terms and conditions as the parties shall agree at that time.

Section 6. Assignment of License; No Sub-Licensing. This License may not be assigned or sub-let to any other party.

Section 7. Insurance. Licensee shall require all contractors and/or subcontractors performing activities on the Property to maintain insurance policies as are customary with the work to be performed and shall name Licensors as additional named insured on such insurance policies. Such policies shall be maintained in companies having a "General Policyholders Rating" of at least "A Minus, VII" as set forth in the most current issue of "Best's Insurance Guide," and will be written as primary policy coverage and not contributing with, or in excess of, any coverage which Licensors may carry.

Section 8. Repair/Restoration. Licensee shall promptly restore the Property to substantially the same condition that existed prior to the commencement of the access provided for in this License Agreement, as follows: (i) repair or replace any and all damage caused by Licensee's, or its employees', agents', representatives' or contractors' activities on the Property in accordance with all applicable laws; (ii) remove any materials that Licensee or its employees, agents, representatives or contractors have placed on the Property; and (iii) properly manage and dispose of any waste and other materials from the work performed at the Property. Any unperformed repairs or replacements or uncured damage caused by Licensee, or its employees', agents', representatives' or contractors' activities on the Property shall be made within thirty (30) days of the date Licensee has received notice of such damage from Licensors, unless otherwise agreed to in writing by the parties. The Licensors shall have the right, but not the obligation, to undertake any such repair work on behalf and at the expense of the Licensee should the Licensee fail to undertake or, once undertaken, to pursue such work in sufficient time to complete such work in the manner and by the time required pursuant to written notice from the Licensors to the Licensee.

Section 9. Termination of License. Either party may terminate this license prior to the Expiration Date, with or without cause, on at least sixty (60) days prior written notice to the other party. Upon termination by either party, Licensee shall not be entitled to reimbursement of any of its costs, and Licensee and its agents, employees and contractors will restore of the property to a clean and orderly state and in substantially the same condition as existed prior to the granting of this License.

Section 10. Notices. Notices shall be in writing and shall be deemed properly served when deposited with the United States Postal Service, as certified mail, return receipt requested, bearing adequate postage or being deposited with a reputable overnight courier service for guaranteed next business day delivery and addressed as follows:

a. If to Licenser:

City of Newburgh Industrial Development Agency
attn: Executive Director
83 Broadway, Third Floor
Newburgh, New York 12550

With a copy to:

Whiteman Osterman & Hanna LLP
One Commerce Plaza
Albany, New York 12210

b. If to Licensee:

City of Newburgh
attn: City Manager
City Hall, 83 Broadway
Newburgh, New York 12550

With a copy to

Corporation Counsel
City Hall, 83 Broadway
Newburgh, New York 12550

Section 11. New York Law. This License Agreement shall be construed under New York law and any and all proceedings brought by either party arising out of or related to this License shall be brought in the New York Supreme Court, Orange County.

Section 12. Modification of License Agreement. This License Agreement may not be modified except by a writing subscribed by both parties to this Agreement.

Section 13. No Vested Right. It is understood and agreed that no vested right in said premises is hereby granted or conveyed from either party to the other, and that the privileges hereby given are subject to any and all encumbrances, conditions, restrictions and reservations upon or under which the parties held said premises prior to the granting of this License.

Section 14. Counterparts. This License Agreement may be executed in multiple parts in which case it shall become effective when the last party has executed the License Agreement and delivered a copy to the other party

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[Signature Page to Follow]

Signature Page

License Agreement: City of Newburgh Industrial Development Agency / City of Newburgh

IN WITNESS WHEREOF, Licensor and Licensee have executed this Agreement the day and year herein mentioned.

WITNESSETH:

THE CITY OF NEWBURGH
INDUSTRIAL DEVELOPMENT AGENCY

LICENSOR

By: _____
Cherisse Vickers, Executive Director

THE CITY OF NEWBURGH

LICENSEE

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

Remainder of this page intentionally left blank/Schedule A to follow

Schedule A – Property List

<u>Street Number</u>	<u>Street Name</u>	<u>Section/Block/Lot</u>
159	West	14 – 3 – 26.1
(None)	Keefe	14 – 3 – 49
(None)	Keefe	14 – 3 – 50
(None)	Cassedy	14 – 3 – 59

RESOLUTION NO.: 63 - 2023

OF

APRIL 10, 2023

A RESOLUTION AUTHORIZING THE CITY MANAGER TO
EXECUTE A CONTRACT WITH HOWARD W. WEEDEN, PLS, P.C.
FOR PROFESSIONAL LAND SURVEYING SERVICES OF
17 PARCELS OF PROPERTY NEAR WEST STREET, KEEFE STREET,
AND CASSEDY STREET IN THE AMOUNT OF \$24,000.00

WHEREAS, the City of Newburgh intends to undertake a review of the area around parcels near West Street, Keefe Street, and Cassedy Street for potential development; and

WHEREAS, the City has solicited and received proposals to provide professional land surveying services as an important first step in the development process; and

WHEREAS, the City received a proposal from Howard W. Weeden, PLS, P.C., to provide land surveying services to 17 parcels of property in the subject area; and

WHEREAS, the funding for the land surveying services shall be derived from A.8684.0448; and

WHEREAS, the City Council has reviewed the annexed proposal and has determined that accepting the proposal and entering into a contract for such work as proposed 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 is hereby authorized to accept a proposal and execute a contract for professional land surveying services with Howard W. Weeden, PLS, P.C. in the amount of \$24,000.00 in connection with future development of property near West Street, Keefe Street, and Cassedy Street.

CITY OF NEWBURGH
Land Survey 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 Howard W. Weeden, PLS, P.C., with an office address of 62 Main Street, Walden, New York 10586 ("Contractor").

WITNESSETH

WHEREAS, Contractor, in consideration of the terms and conditions herein, agrees to furnish labor, materials, and equipment, and to perform work necessary to complete, in a skillful and professional manner, land surveying services related to 17 parcels of real property located in and around West Street, Orchard Street, and Cassedy Street, all in the City of Newburgh, New York.

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

- **Schedule A** – Contractor Proposal to City

WHEREAS, the term shall begin upon receipt of a fully-executed Agreement by Contractor from the City, with work elements being started during the term and continuing to completion and acceptance by the City.

WHEREAS, Contractor assumes responsibility for the services and deliverables proposed in **Schedule A**.

WHEREAS, the services amount to be expended under this Agreement shall not exceed **twenty-four thousand and 00/100 dollars (\$24,000.00)**, 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 in **Schedule A**, and Contractor does hereby agree to perform such services described herein. The City and Contractor agree as follows:

[Remainder of this page intentionally left blank. Terms and conditions to follow.]

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 additional work beyond that required to be provided by Section 2, Scope of Services.
- 1.3 Base Design: The design arising out of the provision of the Contractor's basic services that meets project scope and budget.
- 1.4 Budgeted Direct Construction Cost: The City's budgeted cost to construct the project.
- 1.5 City: The City of Newburgh.
- 1.6 Contractor: The individual or design firm represented who is identified on the signature line of the Agreement.
- 1.7 Contract: Same as Agreement.
- 1.8 Contract Documents: Any Requests for Proposals, Technical and Cost Proposals, this Agreement, Construction Documents, Bid Proposal Form, Notice to Contractors, bonds, and insurance certificates relative to the project.
- 1.9 Cost Control Report: Documentation providing cost data for the continuing evaluation of the work. The cost figures shall be a reasonable estimate of expenditures at the end of the reporting period based on current information.
- 1.10 Final Design Documents: The design drawings, specifications, design analysis, cost estimate, general conditions, supplementary general conditions, and special conditions developed to convey in detail the design, function and construction of the project.
- 1.11 Normal Consulting and Engineering Services: Professional services provided by architect, civil engineer, landscape architect, structural, electrical, and mechanical engineers, design-assist or design-build trade contractors, and cost estimators which are necessary and appropriate to define the project's design and direct the project's construction.
- 1.12 Principal(s): The individual(s) of the Contractor authorized on behalf of the firm to act as signatories to agreements for this project.
- 1.13 Project Manager: A representative of the City designated to act on behalf of the City with respect to the project.

2. SCOPE OF SERVICES

- 2.1 Contractor shall render all services and furnish all materials and equipment necessary to provide the City with plans, estimates, and other services and deliverables more specifically described 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 of this Project. All work required under this Contract shall be performed in accordance with these practices, sound design and engineering standards, practices and criteria, and any special requirements as may be described in **Schedule A**.
- 2.3 Prior to the start of work, Contractor shall submit for approval by the City the names of any subcontractor firms and key individuals proposed for the project design team. The City shall have the exclusive discretion to accept or reject for cause any subcontractor or individual proposed. If a subcontractor is rejected, the Contractor shall propose an alternate subcontractor acceptable to the City. Nothing in this Agreement shall create any contractual relationship between the City and any subcontractor retained by the Contractor.
- 2.4 Prior to the start of work, Contractor shall review the document needs and organization, including coordination with the Project Manager. Based on this review, Contractor shall issue a letter to the Project Manager describing measures to be employed by the design team to ensure document coordination on the project.
- 2.5 Prior to the start of work, Contractor shall propose the number of visits and meetings as required to meet the scope and complete the phase. Project meetings/site visits shall be provided with the Scope of Services and as described in **Schedule A**. Absent specific agreement, no less than the following minimums shall be provided:
 - 2.5.1 One (1) start meeting, which shall include a site visit.
 - 2.5.2 One (1) project progress review meeting.
 - 2.5.3 One (1) project completion meeting.
- 2.6 Contractor will commence work no later than ten (10) days after receiving written notice to proceed from the City.
- 2.7 Physical prints and electronic copies of documents shall be provided upon request by the City at any time, including after project completion, at Contractor's sole cost and expense. Absent specific exclusion no less than the following minimums shall be provided:

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- 2.7.1 One (1) full size print copies of completed work, with size to be determined by the City.
 - 2.7.2 One (1) electronic copy of all plans, and specification in an electronic format acceptable to the City.
 - 2.7.3 One (1) copy of an integrated 3D BIM model (if applicable), DWG, Word, and/or PDF of plans and specifications.
- 2.8 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 Project Manager. Such Cost Control Report shall be submitted to the City monthly or at such alternative interval as may be described in **Schedule A**.
- 2.9 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, 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).
 - 3.3 The following services are expressly not covered by Section 2 (Scope of Services) of this Agreement and are considered extra services unless otherwise described in **Schedule A**:
 - 3.3.1 Revising previously approved work, notwithstanding Section 3.4.2.
 - 3.3.2 Providing additional design assessments and remedial documentation for the replacement of work during construction damaged by fire or other causes not the fault of the Contractor.
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- 3.3.3 Providing additional professional services made necessary through no fault of the Contractor.
 - 3.3.4 Providing additional professional services made necessary to affect a material change of the Agreement requested by the City.
 - 3.3.5 Providing special delineations or renderings, other than that required in Section 2 (Scope of Services).
 - 3.4 The following services are expressly covered by Section 2 (Scope of Services), of this Agreement and shall not be considered extra services:
 - 3.4.1 Changes required by Federal, New York State, or local code laws, rules, or regulations, as may be applicable.
 - 3.4.2 Changes resulting from Contractor's errors, omissions, or design deficiencies.

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 A**.
- 4.3 Fee proposals by the Contractor shall be reflective of the actual effort necessary to design and document the condition identified in Section 2 (Scope of Services).
- 4.4 For Contractor's Additional Services, as described in Section 3 (Additional Services), the compensation to be paid will be identified in a supplemental agreement as applicable.
- 4.5 Payments under this Agreement shall be made in arrears of work increment(s) completed to the satisfaction of the City and upon submittal of an invoice to the City. If not otherwise specified, payment for services rendered will be processed within thirty (30) days upon presentation of the invoice.
- 4.6 At the conclusion of work on the project, the Contractor shall submit a final invoice for any remaining amounts due. This invoice shall be prominently identified as 'FINAL INVOICE'.
- 4.7 Contractor agrees that no charges or claim for damages shall be made by it for any delays or hindrances from any cause whatsoever during the progress of any portion of the services specified in this Agreement. Such delays or hindrances, if any, shall be

compensated for by an extension of time for such reasonable period as the City may decide, it being understood, however, that the permitting of the Contractor to proceed to complete any services or any part of them after the date of completion or after the date to which the time of completion may have been extended, shall in no way operate as a waiver on the part of the City of any of its rights herein. Nothing in this Section will prevent the Contractor from exercising his rights under Section 2 (Scope of Services) of this contract.

4.8 All 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 shall include all standard required contract provisions, and such agreements shall be subject to review by the City.

4.9 Payment to Contractor is subject to the following audit rights of the City:

4.9.1 For Cost Plus Fixed Fee Method - All costs are subject to audit, i.e. labor, direct non-salary, overhead, and fee.

4.9.2 For Specific Hourly Rate Method - Labor hours and direct non-salary costs are subject to audit. If elements subject to audit are less than \$300,000, an audit may be waived by the City.

4.9.3 For Lump Sum Cost Plus Reimbursables Method - Only direct non-salary costs are subject to audit. If elements subject to audit are less than \$300,000, an audit may be waived by the City.

5. CITY RESPONSIBILITIES

5.1 The City shall make any surveys, reports, or other documents in the City's possession that the parties deem relevant to the project available to the Contractor as required, at City expense. Said documents shall be for reference only, and the City makes no representations as to the quality, propriety, or accuracy of the information contained in said documents.

5.2 To the best of its ability, the City shall provide site information that indicates lines of streets, alleys, pavements, and adjoining property; rights-of-way, restrictions, easements, encroachments, deed restrictions, boundaries, grades and contours of the site; locations, dimensions and data pertaining to known utilities, existing structures, landscaping and trees, and other improvements.

5.3 The City shall provide a geotechnical report, test borings, test pit information, soil bearing values, and other geotechnical assessments appropriate to define sub-surface conditions, if available.

6. CONTRACTOR RESPONSIBILITIES

- 6.1 Contractor shall be responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, and other services furnished by the Contractor under this Agreement. The Contractor shall, without additional compensation, correct or revise any errors or deficiencies in its designs, drawings, specifications, and other services as determined by the City.
- 6.2 Neither the City's review, approval or acceptance of, nor payment for, the services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement, and the Contractor shall be and remain liable to the City in accordance with applicable law for all damages to the City caused by the Contractor's negligent performance or breach of contract of any of the services furnished under this Agreement.
- 6.3 The rights and remedies of the City provided for under this contract are in addition to any other rights and remedies provided by law.

7. OWNERSHIP AND USE OF DOCUMENTS

- 7.1 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.
- 7.2 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.
- 7.3 Contractor agrees that designs, drawings, specifications, electronic equivalents and other technical data produced in the performance of this Agreement, whether in draft or final form, shall become the property of the City. The City shall have access, during regular business hours, to inspect and obtain copies of notes, designs, drawings, specifications, electronic files, calculations, and other technical data pertaining to the work performed under this Agreement.
- 7.4 The City reserves the right to use documents prepared under this Agreement regardless of whether the Agreement is terminated or the project is suspended or abandoned. This right allows the City to use these documents in the future for the same project, a modified version of it, or for one that is similar.

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- 7.5 At the time of completion of the work, the Contractor shall make available to the City all survey notes, computations, maps, tracings, original aerial film and photo indices if any, and all other documents and data pertaining to the work or to the project which material at all times shall be the property of the City. Or in the event that this Agreement is terminated for any reason, then, within ten (10) days after such termination, the Contractor shall make available to the City all the aforementioned data and material. All original tracings of maps and other engineering data furnished to the City by the Contractor shall bear thereon the endorsement of the Contractor. All plans, estimates, and other data prepared in accordance with this Agreement shall be considered confidential and shall be released only to the City.
- 7.6 Contractor agrees that if patentable discoveries or inventions should result from work described herein, all rights accruing from such discoveries or inventions shall be the sole property of the Contractor. However, the Contractor agrees to, and does hereby grant, to the City, the State of New York, and the Federal Government, a nonexclusive, nontransferable, paid-up license to make, use, and sell each subject invention throughout the world, all in accordance with the provisions of 48 CFR 1-27.

8. TERMINATION

- 8.1 The City may terminate this Agreement or suspend or abandon the project upon fourteen (14) days written notice to the Contractor. Contractor may terminate this Agreement only if the City substantially fails to perform in accordance with Section 5 (City Responsibilities) of this Agreement. Prior to Contractor terminating this Agreement, a Notice of Termination must be given in writing and in accordance with the notice provision is Section 10 (Miscellaneous Provisions), below, to the City that allows the City fourteen (14) days to correct any default. If the default is corrected/cured, Contractor may not terminate this Agreement.
- 8.2 In the event the City terminates this Agreement, suspends the project for more than 180 days, abandons the project or the Contractor terminates this Agreement in accordance with Section 8.1, the City shall pay to the Contractor full payment for services performed and expenses incurred under this Agreement as follows:
- 8.2.1 The sum due under Section 4 (Compensation) as shall have become payable because of progress in the work plus a pro-rata portion of the next succeeding and uncompleted step, if any, for services actually rendered by Contractor, plus any pro-rata sums due to Contractor for Additional Services.
- 8.2.2 In ascertaining the services actually rendered up to the date of termination of this Agreement, suspension or abandonment of the project, consideration will be given to completed work and work in process including incomplete drawings and other documents whether delivered to the City or in the possession of the Contractor.
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- 8.3 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.

9. INSURANCE AND RISK MANAGEMENT

- 9.1 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.

- 9.2 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, 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.

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

- 9.4 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:

- 9.4.1 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.

- 9.4.2 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.

- 9.4.3 Workers' Compensation Insurance, shall include Employer Liability limits of \$1,000,000 and other limits required under New York law.
- 9.4.4 Professional Liability Insurance (a/k/a Errors and Omissions insurance) 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.
- 9.4.5 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.
- 9.4.6 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.
- 9.4.7 The scope of coverage and deductible shall be shown on the certificate of insurance.
- 9.4.8 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.
- 9.4.9 Renewal certifications shall be timely filed by the Contractor for coverage until the work is accepted as complete.
- 9.4.10 Contractor shall notify the City in writing of any material change in insurance coverage.
- 9.4.11 Insurance policies shall contain, or be endorsed to contain, the following provisions and/or endorsements:
- 9.4.11.1 For the general and automobile liability policies, the City of Newburgh, its officers, employees, representatives,

volunteers, and agents shall be covered as additional insureds.

- 9.4.11.2 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.
- 9.4.11.3 Supplementing sections 9.4.11.1 and 9.4.11.2, the City of Newburgh Industrial Development Agency, its officers, employees, representatives, volunteers, and agents shall also be named and covered as additional insureds.
- 9.4.11.4 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.
- 9.4.11.5 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.
- 9.4.12 Any deductible under any policy of insurance required in this section shall be the Contractor's liability.
- 9.4.13 Acceptance of certificates of insurance by the City shall not limit the Contractor's liability under the Agreement.
- 9.4.14 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.
- 9.4.15 Contractor's obligations to obtain and maintain required insurance are non-delegable duties under this Agreement.

10. MISCELLANEOUS

- 10.1 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.

- 10.2 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.
- 10.3 Contractor certifies compliance with providing a drug-free workplace.
- 10.4 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.
- 10.5 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.
- 10.6 This Agreement shall be binding on, and inure to the benefit of, the successors and permitted assigns of the parties.
- 10.7 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.
- 10.8 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.

10.8.1 Notice served upon the City shall be delivered to:

City of Newburgh
attn.: City Clerk
83 Broadway
Newburgh, New York 12550

with copy to:

City of Newburgh
attn.: City Engineer
83 Broadway
Newburgh, New York 12550

10.8.2 Notice served upon Contractor shall be delivered to:

Howard W. Weeden, PLS, P.C.
62 Main Street
Walden, New York 12586

- 10.9 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.
- 10.10 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.
- 10.11 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.
- 10.12 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.

10.13 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.

10.14 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.

10.15 Studio HIP Landscape Architecture and PUSH Studio shall be jointly and severally responsible for the terms and conditions stated in this Agreement.

11. CERTIFICATION FOR FEDERAL-AID CONTRACTS (IF APPLICABLE)

11.1 Should this Agreement, or any portion thereof, be funded with federal aid, Contractor certifies, by signing this Agreement, to the best of its knowledge and belief, that:

11.1.1 No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

11.1.2 If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit the standard "Disclosure Form to Report Lobbying," in accordance with its instructions.

11.1.3 The signator to this Contract, being duly sworn, certifies that its company and any person associated therewith in the capacity of owner, partner, director, officer, or major stockholder (five percent or more ownership):

11.1.3.1 Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;

11.1.3.2 Has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past three years;

11.1.3.3 Does not have a proposed debarment pending; and

11.1.3.4 Has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three years.

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[Signature and Acknowledgment Pages to Follow]

DRAFT

Signature Page
Agreement for Land Survey Services
City of Newburgh with Howard W. Weeden, PLS, P.C.

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

Howard W. Weeden, PLS, P.C.

By: _____

Name: Howard W. Weeden
Title: Owner

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

NOTARY PUBLIC

STATE OF _____)
COUNTY OF _____) ss.:

NOTARY PUBLIC

**SCHEDULE A – CONTRACTOR SCOPE OF SERVICES
[WITH PAYMENT PROPOSAL]**

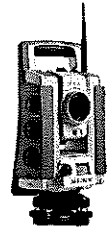
DRAFT



Howard W. Weeden, PLS, PC

Professional Land Surveying Services since 1991

62 Main Street, Walden, New York 12586
tel.: 845.778.7643 fax.: 845.778.7307
hwwpls@yahoo.com



Mr. David Kohl
Economic Development Specialist
Department of Planning & Development
City of Newburgh
123 Grand Street
Newburgh, NY 12550

re.: survey of City-owned properties

Mr. Kohl;

Thank you for sending me the list of properties that your office needs surveyed and the requirements needed. The properties in question are Section 14, Block 3, Lots 26.1, 26.2, 26.3, 26.4, 26.52, 26.3, 56.2, 50, 49, 48, 62, 63, 59, Section 26, Block 3. Lot 8.2 and the paper streets of Orchard, Keefe and Cassedy.

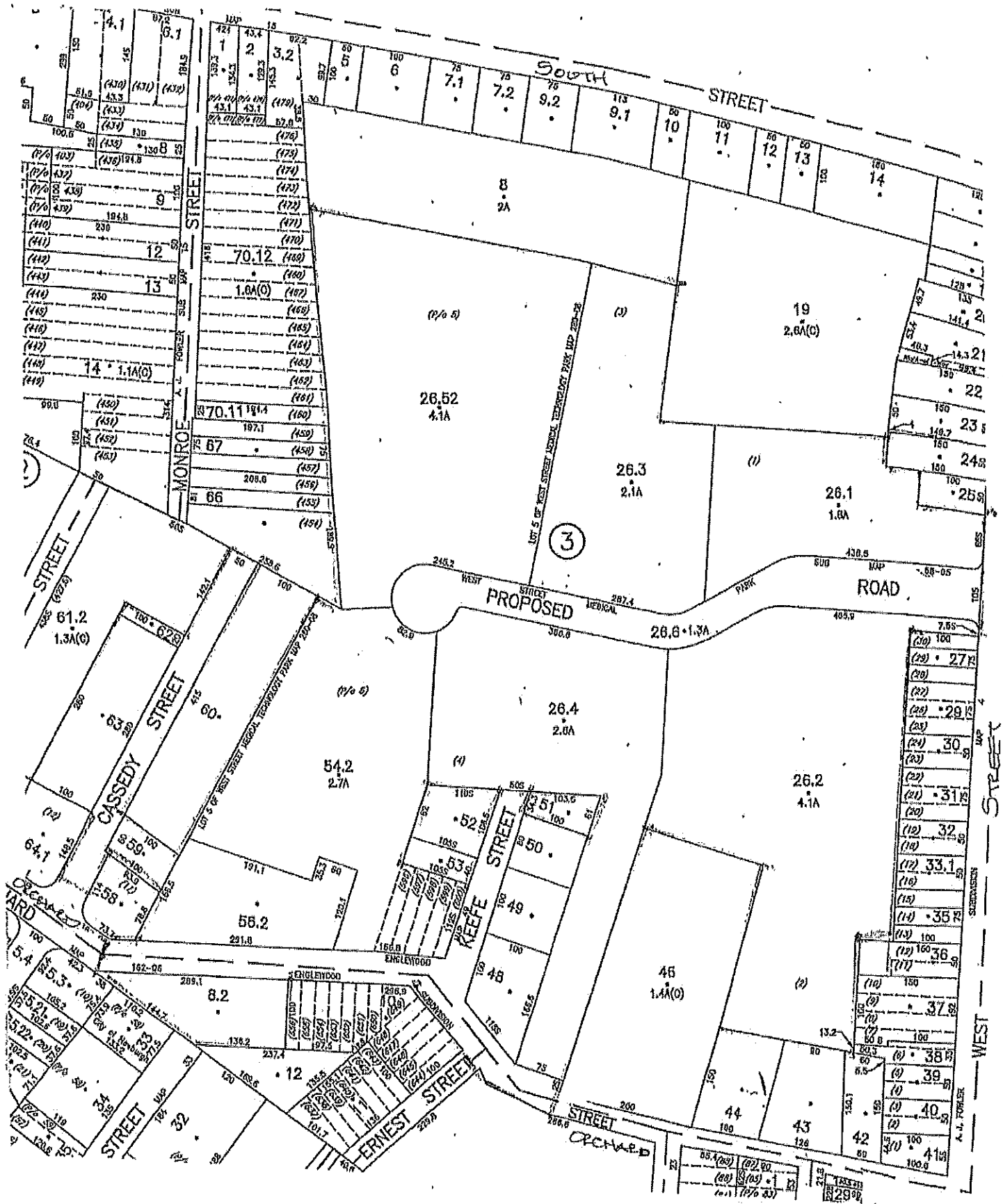
My fee for doing the surveys with your requirements will be \$24,000 and the job will be completed in 2 months from your go-ahead. The requirements to be provided on the surveys will include:

- boundary survey, including investigation of recorded records, maps and deeds; deed plots; field survey and improvement locations; signed copies of the boundary survey; visible and/or recorded easements; survey markers to be set at unmarked property corners, as necessary.
- location of all existing manmade improvements to properties.
- location of abutting streets and utilities including walkways, placement types, utility structures with overhead lines, manholes, hydrants, catch basins with pipe sizes and inverts where accessible and other visible and marked drainage and utility structures.
- 2 foot topography.

Please let me know if I have missed anything with this proposal. It would be ideal if we could proceed prior to the foliage coming out in the spring, since the area would be more open for locations. Also, let me know if need individual maps or a large map showing all properties. I will also provide you with signed paper copies and an electronic (AutoCAD) file at completion.

If you wish us to proceed, please contact me and we will start immediately. I hope to be working with you on this project.

Howard W. Weeden, PLS



SECTION 26

ORANGE COUNTY—NEW YORK



Parcels to be Surveyed

<u>Tax Map</u>	<u>Address</u>	<u>Owner</u>
14-3-26.1	159 West St	City of Newburgh IDA
14-3-26.2	141 West St	City of Newburgh
14-3-26.3	155 West St (Building)	City of Newburgh
14-3-26.4	143 West St	City of Newburgh
14-3-26.52	151 West St	City of Newburgh
14-3-26.3	Undedicated Road	City of Newburgh
14-3-56.2	96 Orchard St	City of Newburgh
26-3-8.2	117 Orchard St	City of Newburgh
No SBL	Orchard St (paper street portion)	City of Newburgh
14-3-50	Keefe St (paper street)	City of Newburgh IDA
14-3-49	Keefe St (paper street)	City of Newburgh IDA
14-3-48	Keefe St (paper street)	City of Newburgh
No SBL	Keefe St (paper street)	City of Newburgh
14-3-62	Cassedy St (paper street)	City of Newburgh
14-3-63	Cassedy St (paper street)	City of Newburgh
14-3-59	Cassedy St (paper street)	City of Newburgh IDA
No SBL	Cassedy St (paper street)	City of Newburgh

RESOLUTION NO.: 64 - 2023

OF

APRIL 10, 2023

**A RESOLUTION AUTHORIZING THE CITY MANAGER
TO ENTER INTO A LICENSE AGREEMENT WITH
HABITAT FOR HUMANITY OF GREATER NEWBURGH, INC.
TO ALLOW ACCESS TO THREE PARCELS ON WEST STREET
TO STORE LUMBER FRAMING FOR EVENTUAL USE IN THE
CONSTRUCTION OF SINGLE-FAMILY HOMES IN THE CITY OF NEWBURGH**

WHEREAS, Habitat for Humanity of Greater Newburgh, Inc. has requested access to, and use of, the City-owned properties known as 151 West Street (Section 14, Block 3, Lot 26.52), 155 West Street (Section 14, Block 3, Lot 26.3), and the private road commonly known as West Street (Section 14, Block 3, Lot 26.6) (collectively the "Property") for the storage of lumber frames, with said frames eventually being used to construct single-family homes on property currently known as 511 South Street (Section 14, Block 3, Lot 14) on the tax map of the City of Newburgh; and

WHEREAS, such access to, and use of, the Property requires the parties to execute a license agreement, a copy of which is attached hereto and made a part of this resolution; and

WHEREAS, this Council has reviewed such license and has determined that entering into the same would be in the best interests of the City of Newburgh and its further development;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to enter into the attached license agreement with Habitat for Humanity of Greater Newburgh, Inc. to allow access to, and use of, City-owned property identified as 151 West Street (Section 14, Block 3, Lot 26.52), 155 West Street (Section 14, Block 3, Lot 26.3), and the private road commonly known as West Street (Section 14, Block 3, Lot 26.6), for the purpose of storing lumber frames, with said frames eventually being used to construct single-family homes on property currently known as 511 South Street.

LICENSE AGREEMENT

THIS LICENSE AGREEMENT, dated as of _____, 2023, by and between:

THE CITY OF NEWBURGH, a New York municipal corporation with offices at 83 Broadway, City Hall, Newburgh, New York 12550 ("City" or "Licensor"); and

HABITAT FOR HUMANITY OF GREATER NEWBURGH, INC., a New York not-for-profit corporation with a mailing address of 125 Washington Street, Newburgh, New York 12550 ("Licensee").

WHEREAS, the City is the owner of real property identified as 151 West Street, 155 West Street, and the private road commonly known as West Street in the City of Newburgh, and more accurately described as Section 14, Block 3, Lots 26.52, 26.3, and 26.6, respectively, on the official tax map of the City of Newburgh (collectively the "Property"); and

WHEREAS, the Licensee has requested a license or privilege of gaining access to the Property, on behalf of itself and its employees, agents and contractors for the purpose of storing lumber frames on the Property for eventual use in the construction of single-family homes in the City of Newburgh; and

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

NOW, THEREFORE, it is hereby agreed between the parties as follows:

Section 1. Grant of License. The City hereby represents that it owns the real property located at 151 West Street, 155 West Street, and the private road commonly known as West Street in the City of Newburgh, more accurately described as Section 14, Block 3, Lots 26.52, 26.3, and 26.6, respectively, (collectively the "Property") and that it has duly authorized this License Agreement. The City hereby grants Licensee a revocable license for Licensee and Licensee's employees, volunteers, agents and contractors, upon the conditions hereinafter stated, the license or privilege of entering upon the Property, and taking thereupon such vehicles, equipment, tools, machinery and other materials as may be necessary, for the purposes of and to store lumber frames on the Property for a period of time as defined in Section 6 of this license agreement.

Section 2. Scope of License. Entry to the Property is limited to the minimum access necessary to facilitate and accomplish the purpose of Licensees request. Licensee agrees to store such lumber frames in a neat and orderly manner to the extent practicable in the determination of the Licensor, along with any other associated tasks as needed to comply fully with the provisions of any laws, ordinances or other lawful authority, including obtaining any and all permits that may be required.

Section 3. Insurance. The Licensee shall not commence or perform site investigation work nor operate machinery under this License Agreement until it has obtained all insurance required under this Section 3 and such insurance has been approved by the City.

A. Compensation Insurance - The Licensee shall take out and maintain during the life of this agreement such Workers' Compensation Insurance for its employees or members to be assigned to the work hereunder as may be required by New York State Law.

B. General Liability and Property Damage Insurance - The Licensee shall take out and maintain during the life of this agreement such general liability and property damage insurance as shall protect it and the City which shall be named as additional insured on all such policies from claims for damages for personal injury including accidental death, as well as from claims for property damage which may arise from operations under this agreement. The amounts of such insurance shall be as follows:

1. General Liability Insurance in an amount not less than \$1,000,000.00 for injuries including wrongful death to any one person and subject to the same limit for each person, in an amount not less than \$3,000,000.00 on account of any one occurrence.

2. Property Damage Insurance in an amount not less than \$50,000.00 for damage on account of all occurrences.

The Licensee shall furnish the above insurance to the City and shall also name the City as an additional named insured in said policies. Such insurance shall be maintained in force during the entire term of this License Agreement.

C. Licensee may retain certain employees, agents, contractors and consultants to perform the subject work. In the contract by which Licensee retains such agents, Licensee and such agents shall provide and maintain insurances as required by this Section 3 and name Licensor as additional insured under insurance coverage concerning Licensee's performance of the work referenced herein.

Section 4. Damages. The relation of the Licensee to the City as to the work to be performed by it under this agreement shall be that of an independent contractor. As an independent contractor, it will be responsible for all damage, loss or injury to persons or property that may arise in or be incurred during the conduct and progress of said performances arising out of the negligent performance, other than those wholly caused by Acts of God. The Licensee shall make good any damages that may occur in consequence of the performances or any part of it. The Licensee shall assume all blame, loss and responsibility of any nature by reason of the Licensee's neglect or violation of any federal, state, county or local laws, regulations or ordinances applicable to the Licensee and/or the nature of its performance or arising out of its activities licensed hereby.

Section 5. Defense and Indemnity. Licensee shall defend, indemnify and hold the City harmless against any and all claims, actions, proceedings, and lawsuits arising out of or relating to the access

and use of the Property under this License Agreement, excepting gross negligence or misconduct by the City.

Section 6. Term of License. The license or privilege hereby given shall expire and terminate at 11:59 p.m. on Friday, July 7, 2023. On or before that date, Licensee shall restore the property to a clean and orderly state and in the same condition as existed prior to the granting of this license.

Section 7. Assignment of License; No Sub-Licensing. This License may not be assigned or sub-let to any other party.

Section 8. Termination of License. The City, at its sole discretion and, with or without cause, may, without prejudice to any other rights or remedy it may have, by 48 hours' notice to the Licensee, terminate the agreement.

Section 9. New York Law. This License Agreement shall be construed under New York law and any and all proceedings brought by either party arising out of or related to this License shall be brought in the New York Supreme Court, Orange County.

Section 10. Modification of License Agreement. This License Agreement may not be modified except by a writing subscribed by both parties to this Agreement.

Section 11. It is understood and agreed that no vested right in said premises is hereby granted or conveyed from either party to the other, and that the privileges hereby given are subject to any and all encumbrances, conditions, restrictions and reservations upon or under which the parties held said premises prior to the granting of this license.

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[Signature Page to Follow]

Signature Page

License Agreement – City of Newburgh with Habitat for Humanity of Greater Newburgh

License for Use of West Street Parcels (3 parcels)

WITNESSETH:

THE CITY OF NEWBURGH
LICENSOR

By: _____

Todd Venning, City Manager
Per Resolution No.:

HABITAT FOR HUMANITY OF GREATER
NEWBURGH, INC.
LICENSEE

By: _____

Jill Marie
Executive Director

Approved as to form:

MICHELLE KELSON
Corporation Counsel

JANICE GASTON
City Comptroller

RESOLUTION NO.: 65 - 2023

OF

APRIL 10, 2023

**A RESOLUTION AUTHORIZING THE CITY MANAGER
TO ENTER INTO AN AGREEMENT WITH THE COUNTY OF ORANGE
FOR THE SUMMER YOUTH EMPLOYMENT AND TRAINING PROGRAM TO
PROVIDE YOUNG PEOPLE TO WORK FOR THE CITY OF NEWBURGH
FOR THE SUMMER OF 2023**

WHEREAS, the County of Orange is once again offering a Summer Youth Employment and Training Program for the purpose of providing meaningful work experience for participants; and

WHEREAS, the City of Newburgh wishes to apply for 15 youth participants for 5 Recreational Labor positions and 5 Day Camp staff positions in the Recreation Department, 3 Assistant Maintenance Mechanic positions in the Water Department, and 2 Laborer positions in the Department of Public Works; and

WHEREAS, this Council finds that entering into the attached agreement with Orange County for this purpose is in the best interests of the City of Newburgh;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to execute an agreement and other necessary documents with the County of Orange in order to participate in the Summer Youth Employment and Training Program which provides young people to work in the City of Newburgh for the Summer of 2023.

RESOLUTION NO.: 66 - 2023

OF

APRIL 10, 2023

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEWBURGH
APPOINTING THE CONSERVATION ADVISORY COUNCIL
AS THE CITY OF NEWBURGH CLIMATE SMART COMMUNITIES TASKFORCE

WHEREAS, by Resolution No. 100-2018 of April 23, 2018, the City of Newburgh adopted the New York State Climate Smart Communities Pledge in order to reduce greenhouse gas emissions and adapt to a changing climate; and

WHEREAS, the City of Newburgh has joined the New York State Climate Smart Communities Program in order to accelerate a path to becoming a more sustainable, and eco-friendly city; and

WHEREAS, the New York State Climate Smart Communities program requires extensive administrative work in order to document sustainability efforts, and plan and coordinate future climate related projects; and

WHEREAS, the City of Newburgh Conservation Advisory Council has agreed to serve as the Climate Smart Communities Taskforce; the same being in the best interests of the City of Newburgh;

NOW, THEREFORE BE IT RESOLVED, that the City of Newburgh City Council hereby appoints the City of Newburgh Conservation Advisory Council as the Climate Smart Communities Taskforce and the Conservation Advisory Council will hold both titles.