CITY OF NEWBURGH
COUNCIL MEETING AGENDA
SESION GENERAL DEL CONSEJAL
September 27, 2021
7:00 PM

Mayor/Alcaldesa

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

City Clerk:/Secretaria de la Ciudad

3. Roll Call / Lista de Asistencia

Communications/Communicaciones

4. Approval of the minutes from the City Council meeting of September 13, 2021 / Aprovacion del Acta de la Reunion General del Consejal del 13 de Septiembre de 2021
5. City Manager Update / Gerente de la Ciudad Pone al Dia a la Audiencia de los Planes de Cada Departamento

Presentations/Presentaciones

6. 2nd Public Hearing for the FY2022 Community Development Block Grant (CDBG) Annual Action Plan (AAP)

   There will be a public hearing on Monday, September 27, 2021 to receive comments concerning the City's CDBG FY2022 Annual Action Plan.

   Habrá una audiencia pública el lunes 27 de septiembre de 2021 para recibir comentarios sobre el Plan de Acción Anual CDBG FY2022 de la Ciudad.

7. Public Hearing - Local Law amending Chapter 276, Article II Outdoor Smoking

   There will be a public hearing on Monday, September 27, 2021 to receive comments concerning the proposed Local Law amending Chapter 276 entitled "Tobacco" to change the title to "Tobacco and Marihuana" and to amend Article II entitle "Outdoor Smoking."

   Habrá una audiencia pública el lunes 27 de septiembre de 2021 para recibir comentarios sobre la propuesta de Ley Local que modifica el Capítulo 276 titulado "Tabaco" para cambiar el título a "Tabaco y Marihuana" y para enmendar el Artículo II titulado "Fumar al aire libre".

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

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

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

8. Resolution No.218 - 2021 - Construction Contract Award for Bid 11.21 - New Drain Outlet at Downing Park and Third Street Storm Sewer

   Resolution authorizing the award of a bid and the execution of a contract with TAM Enterprises, Inc. for the construction of the Downing Pond Drain Outlet and Third Street Storm Sewer in an amount not to exceed $3,100,000.00

   Una resolución que autoriza la adjudicación de una licitación y la ejecución de un contrato con TAM Enterprises, Inc. para la construcción de una nueva salida de drenaje en Downing Park Pond y Third Street Storm Sewer por un monto que no exceda los $ 3,100,000.00.

9. Resolution No. 219 - 2021 - ARCADIS Proposal for Construction Administration Services for the New Drain Outlet at Downing Pond and Third Street Storm Sewer - CWSRF #C3-7332-11-00

   Resolution authorizing the City Manager to accept a proposal and execute an agreement for professional construction management engineering services with Arcadis of New York Inc. for the Downing Pond Drain Outlet and Third Street Storm Sewer Project in an amount not to exceed $222,000.00.

   Resolución autorizando al Gerente de la Ciudad a aceptar una propuesta y ejecutar un acuerdo para servicios profesionales de ingeniería de administración de construcción con Arcadis de Nueva York Inc. Para la Salida de Drenaje del Estanque Downing y el Proyecto de Alcantarilla de Tormentas de Third Street en una cantidad que no exceda de $222.000,00

10. Resolution No. 220 - 2021 - Proposal with QUEST Asbestos Sampling, Variance, and Monitoring at the Wastewater Treatment Plant

    Resolution authorizing the City Manager to accept a proposal and execute an agreement with Quality Environmental Solutions & Technologies, Inc. for asbestos sampling, variance and monitoring services at the Wastewater Treatment Plant Headworks Building in an amount not to exceed $10,000.00.

    Resolución que autoriza al Gerente de la Ciudad a aceptar una propuesta y ejecutar un acuerdo con Quality Environmental Solutions & Technologies, Inc. para los servicios de muestreo, variación y monitoreo de asbesto en el Edificio de Obras Centrales de la Planta de Tratamiento de Aguas Residuales por un monto que no exceda los $10,000.00.

11. Resolution No. 221 - 2021 - ARCADIS Proposal for Engineering Services

Water Filtration Plant Filter & SCADA Upgrades NYSEFC DWSRF No. 18631

Resolution accepting a proposal and authorizing the City Manager to execute a contract with Arcadis of New York, Inc. for additional construction management professional engineering services for the Water Plant SCADA Improvements Project in an amount not to exceed $45,000.00.

Resolución que acepta una propuesta y autoriza al Gerente de la Ciudad a ejecutar un contrato con Arcadis of New York, Inc. para servicios profesionales adicionales de ingeniería de administración de construcción para el Proyecto de Mejoras SCADA de la Planta de Agua por un monto que no exceda los $45,000.00.

12. Resolution No. 222 - 2021 - Proposal with Ramboll for Emergency Inspection of Seepage Condition on the New Windsor Dam (Dam ID: 195-2525)

    Resolution authorizing the City Manager to accept a proposal and execute a professional engineering services agreement with Ramboll Americas Engineering Solutions, Inc. for an emergency inspection and evaluation of the New Windsor Dam (Dam ID: 195-2525) at a cost of $25,000.00.

    Resolución que autoriza al Gerente de la Ciudad a aceptar una propuesta y ejecutar un acuerdo de servicios profesionales de ingeniería con Ramboll Americas Engineering Solutions, Inc. para una inspección y evaluación de emergencia de la presa New Windsor (ID de presa: 195-2525) a un costo de $ 25,000.00

13. Resolution No. 223 - 2021 - Budget Transfer from Water Contingency

    Resolution amending Resolution No: 282-2020, the 2021 Budget for the City of Newburgh, New York to transfer $26,757.50 from Water Contingency to Water Distribution – Other Services to fund an emergency water main repair at South William Street.

    Resolución que modifica la Resolución No: 282-2020, el Presupuesto 2021 para que la Ciudad de Newburgh, Nueva York transfiera $ 26,757.50 de Contingencia de Agua a Distribución de Agua - Otros Servicios para financiar una reparación de emergencia de la red de agua en la Calle South William.

14. Resolution No. 224 - 2021 - Budget Transfer from Water Contingency

    Resolution amending Resolution No: 282-2020, the 2021 Budget for the City of Newburgh, New York to transfer $25,000.00 from Water Contingency to Ponds & Reservoirs – Dam Safety Services to fund an emergency engineering inspection and evaluation of the New Windsor Dam (Dam ID: 195-2525) by Ramboll Americas Engineering Solutions, Inc.

    Resolución que modifica la Resolución No: 282-2020, el Presupuesto 2021 para que la Ciudad de Newburgh, Nueva York transfiera $ 25,000.00

de Contingencia de Agua a Estanques y Embalses - Servicios de Seguridad de Presas para financiar una inspección de ingeniería de emergencia y evaluación de la Presa New Windsor (ID de Presa: 195-2525) por Ramboll Americas Engineering Solutions, Inc.

15. Resolution No. 225 - 2021 - IPS Group, Inc - Parking Meters

    Resolution authorizing the City Manager to enter into a contract with IPS Group, Inc. for parking meter replacement and expansion.

    Resolución que autoriza al Administrador de la Ciudad a celebrar un contrato con IPS Group, Inc. para el reemplazo y expansión de parquímetros.

16. Resolution No. 226 - 2021 - Purchase of 169 Johnston Street

    Resolution to authorize the conveyance of real property known as 169 Johnston Street (Section 18, Block 2, Lot 2) at private sale to Garfield A. Bruff d/b/a Boss Building Company for the amount of $20,000.00.

    Resolución para autorizar el traspaso de bienes inmuebles conocidos como 169 Johnston Street (Sección 18, Bloque 2, Lote 2) en venta privada a Garfield A. Bruff d/b/a Boss Building Company por la cantidad de $20,000.00.

17. Resolution No. 227 - 2021 - Marble Chessboard Project - Vendor Services Agreement with Stuart Sachs

    Resolution authorizing the City Manager to enter into an agreement with Stuart Sachs for the fabrication of marble benches and a chess board for public use in Downing Park.

    Resolución por la que se autoriza al Administrador de la Ciudad a celebrar un acuerdo con Stuart Sachs para la fabricación de bancos de mármol y un tablero de ajedrez para uso público en el Parque Downing.

18. Resolution No. 228 - 2021 - Apply for and Accept if Awarded $50,000 for Sculptural Bike Racks from the NYS SAM

    Resolution authorizing the City Manager to apply for and accept if awarded a DASNY State and Municipal Facilities Capital Program Grant in the amount of $50,000.00 for the design and installation of sculptural bike racks in the City of Newburgh.

    Resolución que autoriza al Gerente de la Ciudad a solicitar y aceptar si se le otorga una Subvención del Programa de Capital de Instalaciones Estatales y Municipales de DASNY por un monto de $ 50,000.00 para el diseño e instalación de portabicicletas esculturales en la Ciudad de Newburgh.

19. Resolution No. 229 - 2021 - Board of Assessment Review
Resolution reappointing Daniel Gilbert to the Board of Assessment Review

Resolución por la que se renombra a Daniel Gilbert para la Revisión de la Junta de Evaluación

20. Resolution No. 230 - 2021 - Local Law enacting Chapter 287 "Vehicles, Off-road"

Local Law enacting Chapter 287 to the Code of Ordinances of the City of Newburgh entitled “Vehicles, Off-road”

Ley Local que promulga el Capítulo 287 del Código de Ordenanzas de la Ciudad de Newburgh titulado "Vehículos todoterreno"

21. Resolution No. 231 - 2021 - Street Naming - Terry LD Williams

Resolution dedicating the intersection of Farrington Street and Liberty Street as Terry “LD” Williams Place.

Resolución que dedica la intersección de Farrington Street y Liberty Street como Terry "LD" Williams Place

22. Resolution No. 232 - 2021 Approving a Consent Judgment

A resolution approving the consent judgment and authorizing the City Manager to sign such consent judgment in connection with the tax certiorari proceeding against the City of Newburgh in the Orange County Supreme Court bearing Orange County Index No. EF003930-2020 involving Seciton 35, Block 2, Lot 39.2 (General Traffic Equipment Corp.)

Una resolución que apruebe la sentencia de consentimiento y autorice al Gerente de la Ciudad a firmar dicha sentencia de consentimiento en relación con el procedimiento de certificación fiscal contra la Ciudad de Newburgh en la Corte Suprema del Condado de Orange con el Índice del Condado de Orange No. EF003930-2020 que involucra Seciton 35, Bloque 2, Lote 39.2 (General Traffic Equipment Corp.)

23. Resolution No. 233 - 2021 - Approving a Consent Judgment

A resolution approving the consent judgment and authorizing the City Manager to sign such consent judgment in connection with the tax certiorari proceeding against the City of Newburgh in the Orange County Supreme Court bearing Orange County Index No. EF003667-2020 and EF005264-2021 involving Section 34, Block 3, Lot 48 (N & N of Hudson Valley, LLC)

Una resolución que apruebe la sentencia de consentimiento y autorice al Gerente de la Ciudad a firmar dicha sentencia de consentimiento en relación con el procedimiento de certificación fiscal contra la Ciudad de Newburgh en la Corte Suprema del Condado de Orange con el Índice del

Condado de Orange No. EF003667-2020 y EF005264-2021que involucra Seciton 34, Bloque 3, Lote 48 (N & N of Hudson Valley, LLC)

24. Resolution No. 234 - 2021 Authorizing a Settlement Agreement

    A resolution authorizing the City Manager to execute a settlement agreement in connection with the premises located at 49 Lander Street (Section 23, Block 6, Lot 11)

    Una resolución que autoriza al Gerente de la Ciudad a ejecutar un acuerdo de conciliación en relación con las instalaciones ubicadas en 49 Lander Street (Sección 23, Bloque 6, Lote 11)

Old Business: / Asuntos Pendientes

New Business: / Nuevos Negocios

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

Adjournment/ Aplazamiento:

RESOLUTION NO.: 210 - 2021

OF

SEPTEMBER 13, 2021

A RESOLUTION OPENING A SECOND 30-DAY PUBLIC COMMENT PERIOD AND SCHEDULING A SECOND PUBLIC HEARING FOR SEPTEMBER 27, 2021 TO RECEIVE PUBLIC COMMENT ON THE CITY OF NEWBURGH'S PROPOSED ACTIONS WITH RESPECT TO THE COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM FOR THE ANNUAL ACTION PLAN FOR FISCAL YEAR 2022

WHEREAS, the City of Newburgh has prepared a five-year Consolidated Housing and Community Development Strategy and Plan in accordance with the planning requirements of the Housing and Community Development Act of 1974 and applicable regulations; and

WHEREAS, the City is now preparing a one-year Annual Action Plan for FY 2022 in order to implement various elements of the strategies identified in its Consolidated Plan and must satisfy all statutory requirements, including those related to citizen participation; and

WHEREAS the City has convened and completed a public hearing and 30-day public comment period on its proposed one-year Annual Action Plan for FY 2022 and continues to solicit citizen participation in the preparation of same;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the time for citizen participation is continued by opening a second 30-day period beginning on September 28, 2021 and closing on October 28, 2021 to receive public comment on the City of Newburgh's proposed actions with respect to the Community Development Block Grant Program for the FY 2022 Annual Action Plan; and

BE IT FURTHER RESOLVED, by the Council of the City of Newburgh, New York, that there is hereby scheduled a second public hearing to receive comments regarding the housing and community development needs of the City of Newburgh and to hear public comment on the City of Newburgh's one-year Annual Action Plan for FY 2022; and that such public hearing be and hereby is duly set for the next regular meeting of the Council to be held at 7:00 p.m. on the 27th day of September, 2021, in the third floor Council Chambers located at 83 Broadway, City Hall, Newburgh, New York.

I, Lorene Vitek, City Clerk of the City of Newburgh, hereby certify that I have compared the foregoing with the original resolution adopted by the Council of the City of Newburgh at a regular meeting held 9/13/2021 and that it is a true and correct copy of such original.

Witness my hand and seal of the City of Newburgh this 14 day of Sept 2021

City Clerk

Community Development Block Grant ("CDBG")

FY2022 Annual Action Plan

Department of Planning & Development

June, 2021

EQUAL HOUSING OPPORTUNITY

City of Newburgh City Council:

Torrance Harvey, Mayor
Karen Mejia, Ward 1
Ramona Monteverde, Ward 2
Robert Sklarz, Ward 3
Patty Sofokles, Ward 4
Anthony Grice, At-Large
Omari Shakur, At-Large

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City of Newburgh Community Development Goals - Refresher

- Economic Development without Displacement.
- Enhance outreach and communications with the community.
- Support a climate that values diversity, rewards independence, nourishes creativity, and brings all of us together.

Successful community building requires reestablishing trust, which takes time, patience, outreach and communication.

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"CDBG" - Brief Primer

COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

- Community Development Block Grant (CDBG) - Administered by the U.S. Department of Housing and Urban Development (HUD)
- Allocated to local and state governments on a formula basis.
- The City of Newburgh is under the Orange County Consortium (Orange County, City of Newburgh, City of Middletown).
- The City of Newburgh is required to prepare and submit a Consolidated Plan that establishes goals for the use of CDBG funds. The new City of Newburgh Consolidated Plan: FY2020-FY2024
- Projects MUST be consistent with national priorities for CDBG:
  - Activities that benefit low- and moderate-income people;
  - The prevention or elimination of slums or blight; or
  - Community development activities to address an urgent threat to health or safety.

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Proposed FY2022 CDBG Projects/Funding

	Priority Need Addressed	Project Name	Proposed Activities (Examples)	Project Funding	% Project increase, if HUD allocation greater than proposed (approx.)	% Project decrease, if HUD allocation less than proposed (approx.)
Projects Funded through Entitlement Grant						
	Housing	Housing	In Rem Property Program: To continue funding the salaries/benefits of 3 City of Newburgh Employees. Also fund materials needed to maintain foreclosed properties, such as snow shovels, weed wackers, locks/keys.	$230,000.00	No Increase	10%
	Housing	Housing	Home Repair Assistance Program, performed through a City of Newburgh Housing Partner.	$50,000.00	25%	10%
	Infrastructure Improvements	Infrastructure Improvements	To continue funding Curb Ramp & Sidewalk Improvements project.	$300,000.00	25%	25%
	Infrastructure Improvements	Public Facility Improvements	Public Accessibility Improvements to City of Newburgh Buildings.	$40,000.00	25%	20%
	Economic Development	Economic Development	Examples of Economic Develoment Activities: Business Façade and signage, Workforce Training.	$75,000.00	15%	10%
	Quality of Life Improvements	Neighborhood Services	**Public Service Activity, Subject to 15% Annual Allocation Cap,** Examples of Activities: Summer Film Festival, Health Outreach Initiatives, National Night Out (Activities Subject to City of Newburgh operational approval)**.**	$25,000.00	10%	20%
	Administration	Administration	Program Administration, Staff Salary and Benefits, language translation services, program operating costs (including mailings), program trainings/conference.	$135,000.00	No Increase	5%
			Proposed Total FY2022 Allocation	$855,000.00		

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Contingency Funding

If the actual annual allocation amount exceeds the proposed estimate, the project budgets will increase by:

	Priority Need Addressed	Project Name	Proposed Activities (Examples)	% Project increase, if HUD allocation greater than proposed (approx.)
Projects Funded through Entitlement Grant				
	Housing	Housing	In Rem Property Program: To continue funding the salaries/benefits of 3 City of Newburgh Employees. Also fund materials needed to maintain foreclosed properties, such as snow shovels, weed wackers, locks/keys.	No Increase
	Housing	Housing	Home Repair Assistance Program, performed through a City of Newburgh Housing Partner.	25%
	Infrastructure Improvements	Infrastructure Improvements	To continue funding Curb Ramp & Sidewalk Improvements project.	25%
	Infrastructure Improvements	Public Facility Improvements	Public Accessibility Improvements to City of Newburgh Buildings.	25%
	Economic Development	Economic Development	Examples of Economic Develoment Activities: Business Façade and signage, Workforce Training.	15%
	Quality of Life Improvements	Neighborhood Services	**Public Service Activity, Subject to 15% Annual Allocation Cap,** Examples of Activities: Summer Film Festival, Health Outreach Initiatives, National Night Out (Activities Subject to City of Newburgh operational approval)**.**	10%
	Administration	Administration	Program Administration, Staff Salary and Benefits, language translation services, program operating costs (including mailings), program trainings/conference.	No Increase

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Contingency Funding

If the actual annual allocation amount is less than the proposed estimate, the project budgets will decrease by:

	Priority Need Addressed	Project Name	Proposed Activities (Examples)	% Project decrease, if HUD allocation less than proposed (approx.)
Projects Funded through Entitlement Grant				
	Housing	Housing	In Rem Property Program: To continue funding the salaries/benefits of 3 City of Newburgh Employees. Also fund materials needed to maintain foreclosed properties, such as snow shovels, weed wackers, locks/keys.	10%
	Housing	Housing	Home Repair Assistance Program, performed through a City of Newburgh Housing Partner.	10%
	Infrastructure Improvements	Infrastructure Improvements	To continue funding Curb Ramp & Sidewalk Improvements project.	25%
	Infrastructure Improvements	Public Facility Improvements	Public Accessibility Improvements to City of Newburgh Buildings.	20%
	Economic Development	Economic Development	Examples of Economic Develoment Activities: Business Façade and signage, Workforce Training.	10%
	Quality of Life Improvements	Neighborhood Services	**Public Service Activity, Subject to 15% Annual Allocation Cap,** Examples of Activities: Summer Film Festival, Health Outreach Initiatives, National Night Out (Activities Subject to City of Newburgh operational approval)**.**	20%
	Administration	Administration	Program Administration, Staff Salary and Benefits, language translation services, program operating costs (including mailings), program trainings/conference.	5%

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Project: Housing

Proposed Activities:

- In Rem Property Program

- Homeowner Repair Assistance Program (Implemented by City of Newburgh Housing Partner)

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Proposed Housing Activity: In Rem Property Program
Budget: $230,000.00
Description:

- Activity staffed by 2 full-time Department of Public Works employees and 1 employee of the Planning & Development Department dedicated to the in rem program.
- Provides maintenance and security of vacant properties. Keeps properties habitable, neighborhoods looking good, maintains/increases property values.

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Proposed Housing Activity: Home Repair Assistance Program

Budget: $50,000.00

Description:

- Funding for Light Home Repair Assistance Program for Low/Moderate Income City of Newburgh Homeowners.* Implemented through City of Newburgh Housing Partner.

* Light repairs, such as railings, steps, etc.

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Proposed Infrastructure Improvements
Activity: Curb Ramp and Sidewalk Upgrades
Budget: $300,000.00
Description:

- Funding to continue funding Curb Ramp & Sidewalk Improvements project.

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Proposed Infrastructure Improvements
Activity: Public Facility Improvements
Budget: $40,000.00
Description:

- Funding for Public Accessibility Improvements to City of Newburgh Buildings.

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Proposed Economic Development Activity:
Business Assistance
Budget: $75,000.00
Description:

- Funding for business assistance such as Business Façade and Signage grants, Workforce Training.

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Proposed Quality of Life Activity: Neighborhood Services

Budget: $25,000.00

Description (Anticipated Services):

- 2022 Summer Film Festival
- Health Outreach Initiative
- National Night Out

Important: Public Service Activity, subject to 15% Annual Allocation Cap.

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Proposed Activity: Administration

Budget: $135,000.00

Description:

- Funding for program administration, staff salary and benefits, language translation services, program operating costs (including mailings), program trainings/conference.

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FY2022 CDBG AAP Timeline



FY 2022 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROJECTS TIMELINE

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Subvención en Bloque para el Desarrollo de la Comunidad ("CDBG")

Año Fiscal-2022 Plan Anual de Acción

Departamento de Planeamiento y Desarrollo

Junio de 2021

EQUAL HOUSING OPPORTUNITY

Ayuntamiento de la Ciudad de Newburgh:

Torrance Harvey, Alcalde
Karen Mejia, Distrito Municipal 1
Ramona Monteverde, Distrito Municipal 2
Robert Sklarz, Distrito Municipal 3
Patty Sofokles, Distrito Municipal 4
Anthony Grice, Representante Independiente
Omari Shakur, Representante Independiente

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Metas para el Desarrollo Comunitario de la Ciudad de Newburgh - Actualización

- Desarrollo Económico sin Desplazamiento.
- Mejorar el alcance y comunicaciones con la comunidad.
- Apoyar un ambiente que valorice la diversidad, recompense la independencia, alimente la creatividad, y nos reúna a todos.

El éxito de la construcción de una comunidad requiere reestablecer la confianza; lo que lleva tiempo, paciencia, comunicación y la inclusión de todos.

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“CDBG” – Breve Introducción

COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

- Subvención en Bloque para el Desarrollo de la Comunidad (CDBG) - Administrado por el Departamento de Vivienda y Desarrollo Urbano de Estados Unidos (HUD).
- Adjudicado a los gobiernos locales y estatales sobre la base de una fórmula.
- La Ciudad de Newburgh está bajo el Consorcio del Condado de Orange (Condado de Orange, Ciudad de Newburgh, Ciudad de Middletown).
- Se requiere que la Ciudad de Newburgh prepare y presente un Plan General que establezca metas para el uso de los fondos CDBG. El nuevo Plan General de la Ciudad de Newburgh: Año Fiscal-2020 - Año Fiscal-2024.
- Los proyectos DEBEN ser consistentes con las prioridades nacionales del CDBG:
  - Actividades que beneficien a las personas de bajos-o-moderados ingresos;
  - La prevención o eliminación de barriadas precarias o barrios arruinados; o
  - Las actividades de desarrollo de la comunidad que abarquen las amenazas urgentes a la salud o seguridad.

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Propuesta: Año Fiscal-2022 CDBG Proyectos/Financiación

	Necesidad Prioritaria Abordada	Nombre del Proyecto	Actividades Propuestas (Ejemplos)	Fondos del Proyecto	% de Incremento del Proyecto, si la adjudicación de HUD es mayor a la propuesta (aprox.)	% de Disminución del Proyecto, si la adjudicación de HUD es menor a la propuesta (aprox.)
Proyectos Financiados a través de una Adjudicación de Subvención por Derecho *(Entitlement)*						
	Vivienda	Vivienda	En-Efecto Programa de Propiedades: Para continuar financiando los salarios/beneficios de 3 Empleados de la Ciudad de Newburgh. Además financiar los materiales necesarios para mantener las propiedades en ejecución hipotecaria, como ser, palas quitanieve, recortadoras de hierba, cerraduras/llaves.	$230,000.00	Sin Incremento	10%
	Vivienda	Vivienda	Programa de Asistencia a Reparaciones en los Hogares, desempeñado a través de una Organización para la Vivienda Asociada con la Ciudad de Newburgh.	$50,000.00	25%	10%
	Mejoramientos de Infraestructura	Mejoramientos de Infraestructura	Para continuar la financiación del proyecto de Mejoramiento de Aceras y Rampas en Bordillos.	$300,000.00	25%	25%
	Mejoramientos de Infraestructura	Mejoramientos de Instalaciones Públicas	Mejoramientos del Acceso Público a Edificios de la Ciudad de Newburgh	$40,000.00	25%	20%
	Desarrollo Económico	Desarrollo Económico	Ejemplos de Actividades para Desarrollo Económico: Fachadas y Carteles de Negocios, Entrenamiento del Personal.	$75,000.00	15%	10%
	Mejoramientos de Calidad de Vida	Servicios a los Barrios	**Actividad de Servicio Público, Sujeta a un Límite de 15% de Adjudicación Anual.** Ejemplos de Actividades: Festival de Cine de Verano, Iniciativas de Extensión Comunitaria para la Salud, Noche Nacional de Salida (Sujeta a la aprobación de las operaciones de la Ciudad de Newburgh)**.**	$25,000.00	10%	20%
	Administración	Administración	Programa de Administración, Salario y Beneficios del Personal, servicios de traducción, costes de operación del programa (incluyendo correos), entrenamientos del programa/conferencias.	$135,000.00	No Increase	5%
			Adjudicación Total Propuesta para el Año Fiscal 2022	$855,000.00		

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Financiación de Contingencia

Si el monto de la actual adjudicación anual excede el estimado propuesto, el presupuesto del proyecto se incrementará en:

	Necesidad Prioritaria Abordada	Nombre del Proyecto	Actividades Propuestas (Ejemplos)	% de Incremento del proyecto, Si la adjudicación de HUD es mayor a la propuesta (aprox.)
Proyectos Financiados a través de una Adjudicación de Subvención por Derecho *(entitlement)*				
	Vivienda	Vivienda	En-Efecto Programa de Propiedades: Para continuar financiando los salarios/beneficios de 3 Empleados de la Ciudad de Newburgh. Además, financiar los fondos para los materiales necesarios para mantener las propiedades en ejecución hipotecaria, como Ser, palas quitanieve, recortadoras de hierba, cerraduras/llaves.	Sin Incremento
	Vivienda	Vivienda	Programa de Asistencia para Reparación de Hogares, desempeñado a través de una Organización para la Vivienda Asociada con la Ciudad de Newburgh.	25%
	Mejoramientos de Infraestructura	Mejoramientos de Infraestructura	Para continuar la financiación del proyecto de Mejoramiento de Aceras y Rampas en Bordillos.	25%
	Mejoramientos de Infraestructura	Mejoramiento de Instalaciones Públicas	Mejoramiento de Accesos a Edificios Públicos de la Ciudad de Newburgh.	25%
	Desarrollo Económico	Desarrollo Económico	Ejemplos de Actividades de Desarrollo Económico: Fachadas y Carteles de Negocios, Entrenamiento de Fuerzas de Trabajo.	15%
	Mejoramientos de Calidad de Vida	Servicios en los Barrios	**Actividades de Servicio Público, Sujetas a Límite de 15% de Adjudicación Anual.** Ejemplos de Actividades: Festival de Cine de Verano, Iniciativas de Extensión Comunitaria de Salud, Noche Nacional de Salidas (Actividades Sujetas a la aprobación operativa de la Ciudad de Newburgh).	10%
	Administración	Administración	Administración del Programa, Salario y Beneficios del Personal, servicios de traducción de lenguaje, costes de operación del programa (incluyendo correo), programas de entrenamientos/conferencia.	Sin Incremento

EQUAL HOUSING OPPORTUNITY

Financiación de Contingencia

Si el monto de la actual adjudicación anual es menor al estimado propuesto, el presupuesto del proyecto se disminuirá en:

	Necesidad Prioritaria Abordada	Nombre del Proyecto	Actividades Propuestas (Ejemplos)	% Disminución del proyecto, Si la adjudicación de HUD es menor a la propuesta (aprox.)
Proyectos Financiados a través de una Adjudicación de Subvención por Derecho (*Entitlement*)				
	Vivienda	Vivienda	En-Efecto Programa de Propiedades: Para continuar financiando los salarios/beneficios de 3 Empleados de la Ciudad de Newburgh. Además, financiar los materiales necesarios para el mantenimiento de propiedades en ejecución hipotecaria, como serpalas quitanieve, recortadoras de hierba, cerraduras/llaves.	10%
	Vivienda	Vivienda	Programa de Asistencia a la Reparación de Hogares, desempeñado a través de una Organización para la Vivienda Asociada con la Ciudad de Newburgh.	10%
	Mejoramiento de Infraestructuras	Mejoramiento de Infraestructuras	Para continuar financiando el proyecto de mejoramiento de Aceras y Rampas en Bordillos.	25%
	Mejoramiento de Infraestructuras	Mejoramiento de Instalaciones Públicas	Mejoramiento de Accesos a los Edificios Públicos de la Ciudad de Newburgh.	20%
	Desarrollo Económico	Desarrollo Económico	Ejemplos de Actividades de Desarrollo Económico: Fachadas y Carteles de Negocios, Entrenamiento del Personal.	10%
	Mejoramiento de la Calidad de Vida	Servicios en los Barrios	**Actividades de Servicios Públicos, Sujeto a Límite de 15% de Adjudicación Anual, Ejemplos** de Actividades: Festival de Cine de Verano, Iniciativas de Extensión Comunitaria de Salud, Noche Nacional de Salida (Actividades Sujetas a la aprobación operativa de la Ciudad de Newburgh).	20%
	Administración	Administración	Administración del Programa, Salario y Beneficios del Personal, servicios de traducción de lenguaje, costes de operación del programa (incluyendo correo), programa de entrenamientos/conferencia.	5%

EQUAL HOUSING OPPORTUNITY

Proyecto: Vivienda
Actividades Propuestas:

- En-Efecto Programa de Propiedades
- Programa de Asistencia al Propietario para la Reparación de su Hogar (Implementado por una Organización para la Vivienda Asociada con la Ciudad de Newburgh)

EQUAL HOUSING OPPORTUNITY

Actividad de Vivienda Propuesta: En-Efecto Programa de Propiedades
Presupuesto: $230,000.00
Descripción:

- Actividad desempeñada por 2 empleados a tiempo completo del Departamento de Obras Públicas y 1 empleado de Planeamiento y Desarrollo dedicado al programa en-efecto.
- Provee mantenimiento y seguridad a las propiedades vacantes. Mantiene las propiedades habitables, el buen aspecto de los barrios, mantiene/incrementa el valor de las propiedades.

EQUAL HOUSING OPPORTUNITY

Actividad de Vivienda Propuesta: Programa de Asistencia para la Reparación de Hogares
Presupuesto: $50,000.00
Descripción:

- Financiación del Programa de Asistencia para Reparaciones Menores del Hogar para propietarios de Bajos/Moderados Ingresos de la Ciudad de Newburgh.* Implementado a través de una Organización para la Vivienda Asociada con la Ciudad de Newburgh.

* Reparaciones menores, como ser, pasamanos, escalones, etc.

EQUAL HOUSING OPPORTUNITY

Actividad Propuesta para Mejoramiento de Infraestructura: Mejoramiento de Aceras y Rampas en Bordillos.
Presupuesto: $300,000.00
Descripción:

- Fondos para continuar la financiación del proyecto de Mejoramiento de Aceras y Rampas en Bordillos.

EQUAL HOUSING OPPORTUNITY

Actividad Propuesta de Mejoramientos de Infraestructura: Mejoramientos de Instalaciones Públicas

Presupuesto: $40,000.00

Descripción:

- Mejoramiento del Acceso Público a los Edificios de la Ciudad de Newburgh.

EQUAL HOUSING OPPORTUNITY

Actividad de Desarrollo Económico
Propuesta: Asistencia a Negocios
Presupuesto: $75,000.00
Descripción:

- Financiación para la asistencia a negocios, como ser, subvenciones para Fachadas y Carteles, Entrenamiento a Fuerzas de Trabajo.

EQUAL HOUSING OPPORTUNITY

Actividad Propuesta para Calidad de Vida:
Servicios en los Barrios
Presupuesto: $25,000.00
Descripción (Servicios Anticipados):

- 2022 Festival de Cine de Verano
- Iniciativa de Extensión Comunitaria de Salud
- Noche Nacional de Salida

Importante: La Actividad de Servicio Público, está sujeta al 15% de límite de Adjudicación Anual.

EQUAL HOUSING OPPORTUNITY

Actividad Propuesta: Administración

Presupuesto: $135,000.00

Descripción:

- Financiamiento del programa de administración, salario y beneficios del personal, servicios de traducción de lenguaje, costes operativos del programa (incluyendo correo), programa de entrenamientos/conferencia.

EQUAL HOUSING OPPORTUNITY

Línea del Tiempo del Año Fiscal-2022 CDBG - Plan Anual de Acción (AAP)

Junio/Julio 2021: 1.º Audiencia Pública/Período de 30-Días de Comentario Público

Sept./Oct. 2021: 2.º Audiencia Pública/Período de 30-Días de Comentario Público

Noviembre 2021: Ayuntamiento de la Ciudad – Resolución para aceptar el Plan Anual de Acción del Año Fiscal 2022

Noviembre 15 de 2022: Presentación ante el HUD del Plan Anual de Acción del Año Fiscal 2022

1.º Bimestre / 2.º Bimestre de 2022: Recepción de la Adjudicación Anual de CDBG

Año Fiscal-2022 - SUBVENCIÓN EN BLOQUE PARA EL DESARROLLO DE LA COMUNIDAD (CDBG)
LÍNEA DEL TIEMPO DE LOS PROYECTOS

EQUAL HOUSING OPPORTUNITY

RESOLUTION NO.: 216 - 2021

OF

SEPTEMBER 13, 2021

~~RESOLUTION SCHEDULING A PUBLIC HEARING FOR SEPTEMBER 27, 2021~~
TO HEAR PUBLIC COMMENT CONCERNING A LOCAL LAW AMENDING CHAPTER 276 ENTITLED "TOBACCO" OF THE CODE OF ORDINANCES OF THE CITY OF NEWBURGH TO CHANGE THE CHAPTER TITLE TO "TOBACCO AND MARIHUANA", AND TO AMEND ARTICLE II ENTITLED "OUTDOOR SMOKING"

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that there is hereby scheduled a public hearing to receive comments concerning "A Local Law amending Chapter 276 entitled 'Tobacco' of the Code of Ordinance of the City of Newburgh to change the chapter title to "Tobacco and Marihuana", and to amend Article II entitled 'Outdoor Smoking'"; and that such public hearing be and hereby is duly set for the next regular meeting of the Council to be held at 7:00 p.m. on the 27th day of September, 2021, in the 3rd Floor Council Chambers, 83 Broadway, City Hall, Newburgh, New York.

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

Witness my hand and seal of the City of Newburgh this ___ day of _____ 20__

City Clerk

LOCAL LAW NO.: _____ - 2021

OF

_____, 2021

A LOCAL LAW AMENDING CHAPTER 276 ENTITLED "TOBACCO" OF THE CODE OF ORDINANCES OF THE CITY OF NEWBURGH TO AMEND THE CHAPTER TITLE AS "TOBACCO AND MARIHUANA", AND TO AMEND ARTICLE II ENTITLED "OUTDOOR SMOKING"

BE IT ENACTED, by the Council of the City of Newburgh, New York that Chapter 276 "Tobacco" be and is hereby amended to amend the chapter title as "Tobacco and Marihuana" and to amend Article II entitled "Outdoor Smoking" as follows:

SECTION 1 - TITLE

This Local Law shall be referred to as "A Local Law amending Chapter 276 entitled 'Tobacco' of the Code of Ordinances of the City of Newburgh to amend the chapter title to 'Tobacco and Marihuana' and to amend Article II entitled 'Outdoor Smoking'".

SECTION 2 - PURPOSE AND INTENT

On March 31, 2021, Governor Cuomo signed into law Chapter 92 of the Laws of 2021, known as "The Marihuana Regulation and Taxation Act" (MRTA). Nothing in the MRTA is intended to limit the authority of local government to allow smoking cannabis/marihuana in any location where smoking tobacco is prohibited. The primary purpose of this local law is to amend Article II of Chapter 276 to add cannabis/marihuana to the prohibition of smoking and vaping in outdoor and other public spaces to reduce exposure to second-hand smoke to the general public and youth in locations where they are likely to be present.

SECTION 3 - AMENDMENT

Chapter 276 of the Code of Ordinances of the City of Newburgh is hereby amended to amend the chapter title to "Tobacco and Marihuana" and to amend Article II entitled "Outdoor Smoking" to read as follows:

CHAPTER 276 TOBACCO AND MARIHUANA

ARTICLE II. Outdoor Smoking

§ 276-11. Legislative authority.

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A. Pursuant to the New York State Constitution, the City Council of the City of Newburgh may adopt and amend laws pertaining to the protection, conduct, safety, health and well-being of the persons and property in the City.
B. The Clean Indoor Air Act, adopted by the New York State Legislature as Public Health Law, Article 13-E, §1399-n et seq., addresses indoor smoking only and specifically provides that "nothing herein shall be construed to restrict the right of any county, city, town, or village to adopt and enforce additional local law, ordinances or regulations which comply with at least the minimum applicable standards set forth in this article."
C. The Marihuana Regulation and Taxation Act ("MRTA"), adopted by the New York State Legislature as Cannabis Law, Chapter 7-A, provides that nothing in the MRTA is intended to limit the authority of any government agency to allow smoking cannabis in any location where smoking tobacco is prohibited.

§ 276-12. Definitions.
As used in this Chapter, the following terms shall have the meanings indicated:

CANNABIS PRODUCT or CANNABIS-RELATED PRODUCT means any product containing cannabis or hemp, as those terms are defined in the MRTA, that are used or intended for the purpose of smoking or inhaling. "Cannabis Product" or "Cannabis-Related Product" does not include any product that has been excluded from the definition of cannabis or hemp by the MRTA or approved by the U.S. Food and Drug Administration, pursuant to its authority over drugs and devices, for sale as a drug product or for other medical purposes and is being marketed and sold solely for that approved purpose.

CHILDREN means persons under the age of 18 years.

CITY-OWNED BUILDING means any structure owned by the City of Newburgh, except for any vacant structure not used for municipal purposes and any such structure that is subject to a written lease to another party, provided such lease was entered into prior to the effective date of this chapter and provided such lease does not give the City the authority to regulate outdoor smoking on the leased premises.

E-CIGARETTE means any electronic device composed of a mouthpiece, heating element, battery and electronic circuits that provides a vapor of liquid nicotine, cannabis product, or cannabis-related product, and/or other substances mixed with propylene glycol to the user as he or she simulates smoking. This term shall include such devices whether they are manufactured as e-cigarettes, e-cigars, e-pipes or under any other product name.

ENTRANCE means the location by which persons may enter a building, typically consisting of a door or doorway, which may be associated with a stoop or steps and/or a ramp and for the purposes of this chapter, "entrance" includes the stoop, steps or ramp leading from the sidewalk or pavement to such a door or doorway.

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EXIT means the location by which persons may leave a building, typically consisting of a door or doorway, which may be associated with a stoop or steps and/or a ramp and for the purposes of this chapter, "exit" includes the stoop, steps or ramp leading from the sidewalk or pavement to such a door or doorway.

FACILITY means the structures and activity areas, which may be partially enclosed or unenclosed, associated with an operation (which operation may be governmental, recreational, educational, commercial or of another type).

MASS TRANSIT SHELTER means a structure that has a roof and intended for use by persons waiting for a bus or other mass transit vehicle.

MOBILE VENDING means an activity consisting of the offering of goods and/or services for sale from a nonpermanent base of operations, including but not necessarily limited to a cart, kiosk, table or vehicle.

OUTDOOR DINING means an activity consisting of the provision of facilities that are available to members of the public (with or without payment) for eating and/or drinking in an area that is not fully enclosed by a permanent structure (walls, roof, etc.).

OUTDOOR RECREATION AREA means an area that is not fully enclosed and that is designated for recreational purposes or activities.

PAVILION means a structure that is at least partially unenclosed (for example, with open sides) and that is intended for public use.

PERMIT means written permission for an activity proposed to be conducted on property of the City of Newburgh, including any conditions placed upon such permission, issued and signed by the appropriate regulatory authority of the City.

PLAYGROUND means an outdoor recreation area that is designed and intended for use by children and for the purposes of this chapter, a playground that is fenced or otherwise physically demarcated shall be deemed to include all of the area inside such fence or demarcation; a playground that is not fenced or otherwise demarcated shall be deemed to include all open space that is associated with or adjacent to it.

PLAYING FIELD means that portion of an outdoor recreation area that is set up and marked in some way for the playing of one or more specific games (such as baseball, football or soccer) and for the purposes of this chapter, a playing field that is fenced or the outside perimeter of which is otherwise physically demarcated shall be deemed to include all of the area inside such fence or demarcation, together with any bleachers or other, designated viewing area; a playing field that is not fenced or otherwise demarcated (as to its outside perimeter) shall be deemed to include all of

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the area customarily required for playing the game for which it is being used, together with any bleachers or other designated viewing area.

SMOKE means the emission produced by the burning of a tobacco product or tobacco-related product, cannabis product or cannabis-related product, or the heating of an e-cigarette which creates a vapor.

SMOKING means the burning of a tobacco product or tobacco-related product, cannabis product or cannabis-related product, or the heating or ignition of an e-cigarette which creates a vapor.

TOBACCO PRODUCT or TOBACCO-RELATED PRODUCT means any manufactured product containing tobacco or nicotine, including but not limited to cigarettes, cigars, pipe tobacco, snuff, chewing tobacco, dipping tobacco, bidis, snus, shisha, powdered and/or dissolvable tobacco products, liquid nicotine and electronic cigarette cartridges, whether packaged or not; any packaging that indicates it might contain any substance containing tobacco or nicotine; or any object utilized for the purpose of smoking or inhaling tobacco or nicotine products. ~~However,~~ "Tobacco Product" or "Tobacco-Related Product" does not include any product that has been approved by the U.S. Food and Drug Administration, pursuant to its authority over drugs and devices, for sale as a tobacco use cessation product or for other medical purposes and is being marketed and sold solely for that approved purpose.

§ 276-13. Outdoor smoking prohibited in certain public places.
Smoking shall not be permitted and no person shall smoke in the following outdoor areas:

A. Smoking shall be prohibited in the following City parks:

Downing Park (the area between and bounded on the north by South Street; on the east by Dubois Street; on the south by Third Street and on the west by Robinson Avenue; as shown on the Tax Map of the City of Newburgh as Section 17, Block 9, Lot 1 and Section 17, Block 10, Lot 1)

Delano-Hitch Recreation Park, including the Activity Center, Stadium, Skateboard Park, Aquatic Center and Athletic Fields, (the area between and bounded on the north by Washington Street; on the east by Robinson Avenue; on the south by South William Street and on the west by Lake Street; as shown on the Tax Map of the City of Newburgh as Section 34, Block 4, Lot 1.22)

Newburgh Landing Park (the area between and bounded on the north by Fourth Street, on the west by Front Street, on the east by the Hudson River and on the south by Third Street)

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Clinton Square Park (the area between and bounded on the south by Third Street, on the east by Bush Avenue, on the north by Bush Avenue and on the west by Fullerton Avenue)

Ward Brothers Memorial Rowing Park (the area beginning at the intersection of Renwick Street and River Street, along the former line of the Newburgh-New Windsor Turnpike, along the westerly boundary of the Wastewater Treatment Plant property, as shown on the Tax Map of the City of Newburgh as Section 49, Block 1, Lot 5.1)

Hasbrouck Street Park (10-14 Hasbrouck Street, as shown on the Tax Map of the City of Newburgh as Section 38, Block 3, Lot 35.1)

Tyrone H. Crabb Memorial Park (Grand Street and South Street, as shown on the Tax Map of the City of Newburgh as Section 12, Block 2, Lot 6)

Audrey L. Carey Family Park (Liberty Street, as shown on the Tax Map of the City of Newburgh as Section 18, Block 8, Lot 1.2)

B. Smoking shall be prohibited in the following outdoor recreation areas:

Lily Street Tennis Courts (Lily Street, as shown on the Tax Map of the City of Newburgh as Section 16, Block 2, Lot 1)

Gidney Avenue Basketball Court (Gidney Avenue, as shown on the Tax Map of the City of Newburgh as Section 11, Block 4, Lot 34.1)

Washington Street Boat Launching Ramp (foot of Washington Street)

Frank Masterson Recreation Area

C. Smoking shall be prohibited in other areas or at events where persons cannot readily escape nearby second-hand smoke, as follows:

1. Within any outdoor dining area, whether covered or not, located on City-owned property as follows:
    a. Within any seating area for outdoor dining and/or drinking associated with a bar or restaurant that is on City property and subject to a City license and that is in use for that purpose; and
    b. Within any seating area for outdoor dining and/or drinking, established or maintained by the City or its agent, that is in use for that purpose.

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2. On any public property that is within 25 feet of the area occupied by a mobile vending cart or other mobile vendor operating on City-owned or City-leased property.

3. At outdoor events on City-owned property, as follows:
    a. Within the outdoor seating and viewing areas for open-air concerts, dances, parades, other performances, lectures, motion-picture or video presentations or similar open-air presentations for which a permit from the City is required and when in use for that purpose.
    b. Within the outdoor seating and viewing areas associated with unenclosed or partially enclosed sports areas or similar open-air recreational facilities.
    c. During outdoor festivals, block parties and similar events on public property, for which a permit from the City is required, that will involve the concentration of persons in small or constrained spaces. For such an event, smoking is prohibited within the area covered by the City permit, except within a designated smoking area as described in subsection C(3)(d), below.
    d. If the sponsor of an outdoor event (per subsection C(3)(a), (b) or (c) above) wishes to allow smoking at the event, the sponsor must propose and request from the City a designated smoking area associated with the event, which must be so marked, may not be in a permanently smoke-free area and would result in little or no direct exposure of nonsmokers to second-hand smoke; if no such exception is requested and granted, the event must be entirely smoke free.

4. Any licensee or permit holder for an outdoor dining area, vending or outdoor event on City-owned property shall be required to inform members of the public of applicable restrictions on outdoor smoking (for example, through signs posted on a mobile vending cart, at the perimeter of an outdoor dining area or outdoor event and/or in the publicity for an event).

D. Smoking shall be prohibited in certain other areas, as follows:

1. Outside City-owned buildings, as follows: at all times, on any public property within 25 feet of any entrance or exit or window or ventilation intake for any building owned by the City of Newburgh.
2. Inside, or on any public property within 25 feet of, any mass transit shelter.
3. At facilities leased or licensed to others, as follows:
    a. Whenever the City is negotiating a new or renewed lease or license for use of City land or buildings, the City shall include in such lease or license a provision that will apply outdoor smoking rules comparable to those for other, comparable City property (as set forth herein)
    b. As for existing leases, where this chapter would not apply automatically, the City shall ask such lessees to agree (voluntarily) to operate the outdoor areas of the leased premises in a manner that is consistent with City regulation of smoking in comparable outdoor areas.

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§ 276-14. Penalties for offenses.
Any person found to be in violation of any provision of this Article by smoking in an area where outdoor smoking is hereby prohibited shall be guilty, upon conviction, of an offense punishable by a fine of not less than $50.00 for the first violation; not more than $100.00 for a second violation; and not more than $250.00 for the third and each subsequent violation. Each day on which a violation occurs shall be considered a separate and distinct violation.

§ 276-15. Severability.
The provisions of this Local Law are declared to be severable, and if any section or subsection of this Article is held to be invalid, such invalidity shall not affect the other provisions of this Article that can be given effect without the invalidated provision.

SECTION 4 – SEVERABILITY

The provisions of this Local Law are separable and if any provision, clause, sentence, section, subsection, word or part thereof is held to be illegal, invalid, or unconstitutional, or inapplicable to any person or circumstance, such illegality, invalidity, or unconstitutionality, or inapplicability shall not affect or impair any of the remaining provisions, clauses, sentences, subsections, words or parts of this Local Law or their application to other persons or circumstances. It is hereby declared to be the legislative intent that this Local Law would have been adopted is such illegal, invalid, or unconstitutional provision, clause, sentence, subsection, word or part had not been included therein, and if such person or circumstance to which the Local Law or part here of is held inapplicable had been specifically exempt therefrom.

SECTION 5 – CODIFICATION

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

SECTION 6 – VALIDITY

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

SECTION 7 – EFFECTIVE DATE

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

Underlining denotes additions
~~Strikethrough~~ denote deletions

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RESOLUTION NO.: 218 - 2021

OF

SEPTEMBER 27, 2021

A RESOLUTION AUTHORIZING THE AWARD OF A BID AND THE EXECUTION OF A CONTRACT WITH TAM ENTERPRISES, INC. FOR THE CONSTRUCTION OF THE DOWNING POND DRAIN OUTLET AND THIRD STREET STORM SEWER IN AN AMOUNT NOT TO EXCEED $3,100,000.00

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

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

WHEREAS, by Resolution No. 189-2019 of August 12, 2019, the City Council authorized a professional engineering services agreement with Arcadis of New York, Inc. to complete the planning and preliminary engineering for projects included as part of Phase II of the LTCP; and

WHEREAS, the Downing Pond Drain Outlet and Third Street Storm Sewer is part of the LTCP Phase II project with a notice to proceed date for construction of February 3, 2022; and

WHEREAS, the City of Newburgh has duly advertised for bids for the construction of the Downing Pond Drain Outlet and Third Street Storm Sewer Project; and

WHEREAS, bids have been duly received and opened, and TAM Enterprises, Inc. is the low bidder; and

WHEREAS, funding for such project shall be derived from an existing grant and loan from the New York State Environmental Facilities Corporation under project CWSRF#C3-7332-11-00; and

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the bid for construction of the Downing Pond Drain Outlet and Third Street Storm Sewer for the City of Newburgh be and it hereby is awarded to TAM Enterprises, Inc. in an amount not to exceed $3,100,000.00; and

BE IT FURTHER RESOLVED, by the Council of the City of Newburgh that the City Manager be and he is hereby authorized to enter into a contract for such work in this amount.

RESOLUTION NO.: 219 - 2021

OF

SEPTEMBER 27, 2021

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ACCEPT A PROPOSAL AND EXECUTE AN AGREEMENT FOR PROFESSIONAL CONSTRUCTION MANAGEMENT ENGINEERING SERVICES WITH ARCADIS OF NEW YORK INC. FOR THE DOWNING POND DRAIN OUTLET AND THIRD STREET STORM SEWER PROJECT IN AN AMOUNT NOT TO EXCEED $222,000.00

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

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

WHEREAS, by Resolution No. 189-2019 of August 12, 2019, the City Council authorized a professional engineering services agreement with Arcadis of New York, Inc. to complete the planning and preliminary engineering for projects included as part of Phase II, III, and IV of the LTCP in an amount not to exceed $880,000.00; and

WHEREAS, by Resolution No. 113-2020 of May 28, 2020, City Council authorized a professional engineering services agreement with Arcadis of New York, Inc. to complete the designs and bid documents for the Downing Park Drain Outlet and Third Street Storm Sewer Project included as part of Phase II and III of the LTCP in an amount not to exceed $542,500.00; and

WHEREAS, Arcadis of New York, Inc. has submitted a letter proposal for professional construction management engineering services for the construction of the Downing Park Drain Outlet and Third Street Storm Sewer Project included as part of Phase II and III of the LTCP; and

WHEREAS, funding for the cost of the services an amount not to exceed $222,000.00 shall be derived from an existing grant and loan from the New York State Environmental Facilities Corporation under project CWSRF#C3-7332-11-00; and

WHEREAS, this Council determines that accepting the proposal and executing a contract with Arcadis of New York, Inc. in the best interests of the City of Newburgh;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to accept the letter proposal and execute a professional construction management engineering services agreement with Arcadis of New York, Inc. for the construction of the Downing Park Drain Outlet and Third Street Storm Sewer Project included as part of Phase II and III of the Long Term Control Plan for the City's Combined Sewer Collection System, with other provisions as Corporation Counsel may require, in an amount not to exceed $222,000.00.

RESOLUTION NO.: 220 - 2021

OF

SEPTEMBER 27, 2021

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ACCEPT A PROPOSAL AND EXECUTE AN AGREEMENT WITH QUALITY ENVIRONMENTAL SOLUTIONS & TECHNOLOGIES, INC. FOR ASBESTOS SAMPLING, VARIANCE AND MONITORING SERVICES AT THE WASTEWATER TREATMENT PLANT HEADWORKS BUILDING IN AN AMOUNT NOT TO EXCEED $10,000.00

WHEREAS, asbestos containing material is suspected in various locations in the Headworks Building at the City of Newburgh Wastewater Treatment Plant; and

WHEREAS, Quality Environmental Solutions & Technologies, Inc. has submitted a proposal for asbestos sampling, development of a New York State Department of Labor variance, specifications, and third-party asbestos air monitoring for the asbestos abatement at the Wastewater Treatment Plant Headworks Building; and

WHEREAS, the cost for these services will not exceed $10,000.00 and funding shall be derived from HG1.8130.0200.0000.2020; and

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

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to accept a proposal and execute an agreement with Quality Environmental Solutions & Technologies, Inc. for asbestos sampling, development of a New York State Department of Labor variance, specifications, and third-party asbestos air monitoring at a cost not to exceed $10,000.00 for asbestos abatement at the City of Newburgh Wastewater Treatment Plant Headworks Building.

RESOLUTION NO.: 221 - 2021

OF

SEPTEMBER 27, 2021

A RESOLUTION ACCEPTING A PROPOSAL AND AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT WITH ARCADIS OF NEW YORK, INC. FOR ADDITIONAL CONSTRUCTION MANAGEMENT PROFESSIONAL ENGINEERING SERVICES FOR THE WATER PLANT SCADA IMPROVMENTS PROJECT IN AN AMOUNT NOT TO EXCEED $45,000.00

WHEREAS, by Resolution No. 5-2019 of January 14, 2019 and Resolution No. 37-2019 of February 25, 2019, the City Council authorized professional engineering services contracts with Arcadis of New York, Inc. for a preliminary engineering report and for a desktop corrosion control study in connection with the Water Plant SCADA Improvements Project (the "Project"); and

WHEREAS, by Resolution Nos. 184-2019 and 192-2019 of August 12, 2019, the City Council authorized financing of the Project through a New York State Environmental Facilities Corporation New York State Water Infrastructure Improvement Act grant and bond issuance in an amount not to exceed $5,070,000.00; and

WHEREAS, by Resolution No. 68-2020 of March 19, 2020, the City Council approved a contract with Arcadis of New York, Inc. for bid preparation and construction management professional engineering services to implement the Water Plant SCADA Improvements Project at a cost not to exceed $655,000.00; and

WHEREAS, Arcadis of New York, Inc. has submitted a letter proposal for additional construction management professional engineering services to address existing conditions in the instrumentation, wiring and controls that required substantial modifications to the design as described in the original proposal for the implementation of the Project; and

WHEREAS, the cost of the additional professional engineering services will not exceed $45,000.00 and funding shall be derived from the New York State Environmental Facilities Corporation DWSRF No. 18631 grant/loan and City Bond Resolution 192-2019 of August 12, 2019; and

WHEREAS, this Council has determined that accepting such proposal and entering into a contract to implement the Project is in the best interests of the City of Newburgh;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he hereby is authorized to accept a proposal and execute an addendum to the existing contract with Arcadis of New York, Inc. for additional construction management professional engineering services to implement the Water Plant SCADA Improvements Project at a cost not to exceed $45,000.00.

RESOLUTION NO.: ____222___ - 2021

OF

SEPTEMBER 27, 2021

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ACCEPT A PROPOSAL AND EXECUTE A PROFESSIONAL ENGINEERING SERVICES AGREEMENT WITH RAMBOLL AMERICAS ENGINEERING SOLUTIONS, INC. FOR AN EMERGENCY INSPECTION AND EVALUATION OF THE NEW WINDSOR DAM (DAM ID: 195-2525) AT A COST OF $25,000.00

WHEREAS, significant seepage at the left and right training walls of the spillway of the New Windsor Dam (Dam ID: 195-2525) was observed on September 7, 2021 following the unusually high rainfall amounts from the remnants of Hurricane Ida; and

WHEREAS, the City has determined that there is an urgent need for an inspection and seepage evaluation to assess current dam safety conditions; and

WHEREAS, Ramboll Americas Engineering Solutions, Inc. has submitted a proposal for professional engineering services for an emergency inspection and evaluation of the New Windsor Dam (Dam ID: 195-2525); and

WHEREAS, the cost for such professional engineering services will be $25,000.00 and funding shall be derived from a budget transfer from F.0000.1990.0000.000-Water Contingency to F.8320.0448.0001-Ponds & Reservoirs-Dam Safety Services; and

WHEREAS, the City Council has reviewed the annexed proposal and has determined that such work would be in the best interests of the City of Newburgh 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 accept a proposal and execute a professional engineering services agreement with Ramboll Americas Engineering Solutions, Inc. for an emergency inspection and evaluation of the New Windsor Dam (Dam ID: 195-2525) at a cost of $25,000.00.

RESOLUTION NO.: ___223___ - 2021

OF

SEPTEMBER 27, 2021

RESOLUTION AMENDING RESOLUTION NO: 282-2020, THE 2021 BUDGET FOR THE CITY OF NEWBURGH, NEW YORK TO TRANSFER $26,757.50 FROM WATER CONTINGENCY TO WATER DISTRIBUTION – OTHER SERVICES TO FUND AN EMERGENCY WATER MAIN REPAIR AT SOUTH WILLIAM STREET

WHEREAS, an amendment to the 2021 Budget is necessary to fund expenses related to the emergency repair of a water main at South William Street on July 26 and 27, 2021; the same being in the best interest of the City of Newburgh;

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Newburgh that Resolution No.: 282-2020, the 2021 Budget of the City of Newburgh, is hereby amended as follows:

		Decrease	Increase
F.0000.1990.0000.000	Water Contingency	$26,757.50	
F.8340.0448	Water Distribution Other Services		$26,757.50
TOTAL:		$26,757.50	$26,757.50

RESOLUTION NO.: ___224__ - 2021

OF

SEPTEMBER 27, 2021

RESOLUTION AMENDING RESOLUTION NO: 282-2020, THE 2021 BUDGET FOR THE CITY OF NEWBURGH, NEW YORK TO TRANSFER $25,000.00 FROM WATER CONTINGENCY TO PONDS & RESERVOIRS – DAM SAFETY SERVICES TO FUND AN EMERGENCY ENGINEERING INSPECTION AND EVALUTION OF THE NEW WINDSOR DAM (DAM ID: 195-2525) BY RAMBOLL AMERICAS ENGINEERING SOLUTIONS, INC.

WHEREAS, an amendment to the 2021 Budget is necessary to fund expenses related to the professional engineering services of Ramboll Americas Engineering Solutions, Inc. for an emergency inspection and evaluation of the New Windsor Dam (Dam ID: 195-2525); the same being in the best interest of the City of Newburgh;

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Newburgh that Resolution No.: 282-2020, the 2021 Budget of the City of Newburgh, is hereby amended as follows:

		Decrease	Increase
F.0000.1990.0000.000	Water Contingency	$25,000.00	
F.8320.0448.0001	Ponds & Reservoirs Dam Safety Services		$25,000.00
TOTAL:		$25,000.00	$25,000.00

RESOLUTION NO.: 225 - 2021

OF

SEPTEMBER 27, 2021

RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH IPS GROUP, INC. FOR PARKING METER REPLACEMENT AND EXPANSION

WHEREAS, the City of Newburgh has determined to upgrade its technology related to municipal parking meters and parking meter services; and

WHEREAS, on June 9, 2021 the City issued RFP #10.21 for a parking meter replacement and expansion program; and

WHEREAS, the City has identified IPS Group, Inc. as the company best positioned to provide parking meter equipment and services in a manner consistent with the RFP and with the City's needs; and

WHEREAS, the proposed Agreement is for a term of five years, with an additional five, one-year options to extend the Agreement at the City's sole election; and

WHEREAS, this Council finds it to be in the best interest of the City of Newburgh to enter into this Agreement to provide parking meter replacement and expansion equipment and services; and

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the City Manager be and he is hereby authorized to enter into an agreement with IPS Group, Inc. with all such terms and conditions as may be required by the Corporation Counsel for the IPS Group, Inc. to provide parking meter replacement and expansion equipment and services.

RESOLUTION NO.: 226 - 2021

OF

SEPTEMBER 27, 2021

A RESOLUTION TO AUTHORIZE THE CONVEYANCE OF REAL PROPERTY KNOWN AS 169 JOHNSTON STREET (SECTION 18, BLOCK 2, LOT 2) AT PRIVATE SALE TO GARFIELD A. BRUFF D/B/A BOSS BUILDING COMPANY FOR THE AMOUNT OF $20,000.00

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

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

WHEREAS, the City of Newburgh desires to sell a vacant parcel of real property identified as 169 Johnston Street, being more accurately described as Section 18, Block 2, Lot 2 on the official tax map of the City of Newburgh; and

WHEREAS, the prospective buyer has offered to purchase this property at private sale; and

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

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the sale of the following property to the indicated purchaser be and hereby is confirmed and the City Manager is authorized and directed to execute and deliver a quitclaim deed to said purchaser upon receipt of the indicated purchase price in money order, good certified or bank check, made payable to **THE CITY OF NEWBURGH,** such sums are to be paid on or before December 30, 2021, being approximately ninety (90) days from the date of this resolution; and

Property address	Section, Block, Lot	Purchaser	Purchase Price
169 Johnston Street	18 – 2 – 2	Garfield A. Bruff d/b/a Boss Building Company	$20,000.00

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

Terms and Conditions Sale
169 Johnston Street, City of Newburgh (SBL: 18-2-2)

STANDARD TERMS:

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

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

16. Upon closing, the City shall deliver a quitclaim deed conveying all of its right, title and interest in the subject property, which deed shall be drawn by the City Corporation Counsel. The City shall not convey its interest in any street, water, sewer or drainage easement, or any other interest the City may have in the property. The City shall only convey that interest obtained by the City pursuant to the judgment rendered in an *in rem* tax foreclosure action filed in the Orange County Clerk's Office.
17. The description of the property shall be from the City of Newburgh Tax Map reference or a survey description certified to the City of Newburgh. Any survey description shall be provided to the City Corporation Counsel by the purchaser at least thirty (30) days in advance of closing title and approved by the City's Engineer.
18. By acknowledging and executing these Terms & Conditions, the purchaser certifies that he/she is not representing the former owner(s) of the property against whom City of Newburgh foreclosed and has no intent to defraud City of Newburgh of the unpaid taxes, assessment, penalties and charges which have been levied against the property. The purchaser agrees that neither he/she nor his/her assigns shall convey the property to the former owner(s) against whom City of Newburgh foreclosed within 24 months subsequent to the Closing Deadline date. If such conveyance occurs, purchaser understands that he/she may be found to have committed fraud, and/or intent to defraud, and will be liable for any deficiency between the purchase price at auction and such sums as may be owed to City of Newburgh as related to the foreclosure on the property and consents to immediate judgment by City of Newburgh for said amounts.
19. The property is sold subject to an owner-occupancy restriction. The purchaser has agreed to purchase the property subject to the ten (10) year owner occupancy restriction shall, within 18 months of the delivery of the deed, establish his domicile and principal residence at said premises and maintain his domicile and principal residence at said premises for a period of at least ten (10) years thereafter, provided that within said ten (10) year period, the purchaser may convey said premises to another who shall also maintain their domicile and principal residence at said premises for said period. This shall be set forth as a restrictive covenant in the deed, subject upon its breach, to a right of re-entry in favor of the City of Newburgh. This shall be in addition to all other provisions, covenants and conditions set forth in the Terms of Sale.
20. Notice is given that the property lies within either the East End Historic District or the Colonial Terraces Architectural Design District as designated in the City of Newburgh's current zoning map. This parcel is sold subject to all provision of law applicable thereto. It is the sole responsibility of the purchaser to redevelop such parcel so designated in accordance any additional laws, rules or regulations applicable to those districts.
21. In the event that Seller engaged the services of a New York State Licensed Real Estate Broker in connection with this sale, Seller shall pay said Broker any commission earned pursuant to a separate agreement between Seller and Broker.

ACKNOWLEDGED AND AGREED

Date: _____

_____

Garfield A. Bruff

RESOLUTION NO.: ____227_ - 2021

OF

SEPTEMBER 27, 2021

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH STUART SACHS FOR THE FABRICATION OF MARBLE BENCHES AND A CHESS BOARD FOR PUBLIC USE IN DOWNING PARK

WHEREAS, by Resolution No. 353-2018 of November 266, 2018, the City Council of the City of Newburgh approved a bid for the restoration of the Civil War Memorial located in Downing Park; and

WHEREAS, in connection with the restoration, pieces of marble went unused and remain unused for any City purposes; and

WHEREAS, the City received a proposal from Stuart Sachs to fabricate two (2) benches and a chess board from the unused marble for the City to install for public use in Downing Park; and

WHEREAS, this Council has determined that engaging the services of Stuart Sachs for the purpose of fabricating benches and a chess board for the City to install for public use is in the best interests of the City of Newburgh;

NOW, THEREFORE, BE IT RESOLVED, that the Council of the City of Newburgh, New York hereby authorizes the City Manager to enter into an agreement in a form substantially similar to the to the agreement annexed hereto, with such other terms and conditions as Corporation Counsel may require, with Stuart Sachs to fabricate two (2) benches and a chess board from the unused marble in connection with the Civil War monument restoration.

AGREEMENT FOR VENDOR SERVICES

THIS AGREEMENT is entered into as of this _____ day of _____, 2021, by and between the **CITY OF NEWBURGH**, a municipal corporation chartered under the authority of the State of New York, hereinafter referred to as the **"CITY,"** with principal offices at 83 Broadway, City Hall, Newburgh, New York 12550; and STUART SACHS, a person with principal address located at _____, hereinafter referred to as **"VENDOR."**

ARTICLE 1. SCOPE OF WORK

VENDOR agrees to perform the SERVICES identified in Schedule A, (the "SERVICES") which is attached to, and is part of this Agreement. VENDOR agrees to perform the SERVICES in accordance with the terms and conditions of this Agreement. It is specifically agreed that the CITY will not compensate VENDOR for any SERVICES outside those specifically identified in Schedule A, without prior authorization, evidenced only by a written Change Order or Addendum to this Agreement executed by the City Manager of the CITY after consultation with the City Department Head responsible for the oversight of this Agreement (hereinafter "Department Head").

ARTICLE 2. TERM OF AGREEMENT

VENDOR agrees to perform the SERVICES beginning as of the date of this Agreement and not later than September 30, 2022.

ARTICLE 3. COMPENSATION

For satisfactory performance of the SERVICES and/or receipt of conforming goods or, as such SERVICES or goods may be modified by mutual written agreement, the CITY agrees to compensate VENDOR in accordance with the fees and expenses as stated in Schedule A, which is attached to and is part of this Agreement.

ARTICLE 4. EXECUTORY CLAUSE

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

ARTICLE 5. PROCUREMENT OF AGREEMENT

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

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

ARTICLE 6. CONFLICT OF INTEREST

VENDOR represents and warrants that neither it nor any of its directors, officers,

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members, partners or employees, have any interest nor shall they acquire any interest, directly or indirectly which would or may conflict in any manner or degree with the performance or rendering of the SERVICES herein provided. VENDOR further represents and warrants that in the performance of this Agreement, no person having such interest or possible interest shall be employed by it and that no elected official or other officer or employee of the CITY, nor any person whose salary is payable, in whole or in part, by the CITY, or any corporation, partnership or association in which such official, officer or employee is directly or indirectly interested shall have any such interest, direct or indirect, in this Agreement or in the proceeds thereof, unless such person submits a letter disclosing such an interest, or the appearance or potential of same, to the City Manager and a copy to the Corporation Counsel of the CITY in advance of the negotiation and execution of this Agreement.

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

ARTICLE 7. FAIR PRACTICES

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

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

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

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

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

ARTICLE 8. INDEPENDENT CONTRACTOR

In performing the SERVICES and/or supplying goods and incurring expenses under this Agreement, VENDOR shall operate as, and have the status of, an independent contractor and shall not act as agent, or be an agent, of the CITY. As an independent contractor, VENDOR shall be solely responsible for determining the means and methods of performing the SERVICES and/or supplying of the goods and shall have complete charge and responsibility for VENDOR'S personnel engaged in the performance of the same.

In accordance with such status as independent contractor, VENDOR covenants and agrees that neither it nor its employees or agents will hold themselves out as, nor claim to be officers or employees of the CITY, or of any department, agency or unit thereof by reason hereof, and that they will not, by reason

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hereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the CITY including, but not limited to, Worker's Compensation coverage, health coverage, Unemployment Insurance Benefits, Social Security coverage or employee retirement membership or credit.

ARTICLE 9. ASSIGNMENT AND SUBCONTRACTING

VENDOR shall not assign any of its rights, interest or obligations under this Agreement, or subcontract any of the SERVICES to be performed by it under this Agreement, without the prior express written consent of the City Manager of the CITY. Any such subcontract, assignment, transfer, conveyance, or other disposition without such prior consent shall be void and any SERVICES provided thereunder will not be compensated. Any subcontract or assignment properly consented to by the CITY shall be subject to all of the terms and conditions of this Agreement.

Failure of VENDOR to obtain any required consent to any assignment, shall be grounds for termination for cause, at the option of the CITY and if so terminated, the CITY shall thereupon be relieved and discharged from any further liability and obligation to VENDOR, its assignees or transferees, and all monies that may become due under this Agreement shall be forfeited to the CITY except so much thereof as may be necessary to pay VENDOR'S employees for past service.

The provisions of this clause shall not hinder, prevent, or affect any assignment by VENDOR for the benefit of its creditors made pursuant to the laws of the State of New York.

This agreement may be assigned by the CITY to any corporation, agency, municipality or instrumentality having authority to accept such assignment.

ARTICLE 10. BOOKS AND RECORDS

VENDOR agrees to maintain accurate books, records, documents and other evidence and accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Agreement.

ARTICLE 11. RETENTION OF RECORDS

VENDOR agrees to retain all books, records and other documents relevant to this Agreement for six (6) years after the final payment or termination of this Agreement, whichever later occurs. CITY, or any State and/or Federal auditors, and any other persons duly authorized by the CITY, shall have full access and the right to examine any of said materials during said period.

ARTICLE 12. AUDIT BY THE CITY AND OTHERS

All Claimant Certification forms or invoices presented for payment to be made hereunder, and the books, records and accounts upon which said Claimant's_Certification forms or invoices are based are subject to audit by the CITY. VENDOR shall submit any and all documentation and justification in support of expenditures or fees under this Agreement as may be required by the CITY so that it may evaluate the reasonableness of the charges, and VENDOR shall make its records available to the CITY upon request. All books, Claimant's Certification forms, records, reports, cancelled checks and any and all similar material may be subject to periodic inspection, review and audit by the CITY, the State of New York, the federal government, and/or other persons duly authorized by the CITY. Such audits may include examination and review of the source and application of all funds whether from the CITY, State, the federal government, private sources or otherwise. VENDOR shall not be entitled to any interim or final payment under this Agreement if any audit requirements and/or requests have not been satisfactorily met.

ARTICLE 13. INSURANCE

For all of the SERVICES set forth herein and as hereinafter amended, and to the extent practicable and if required by law, VENDOR shall maintain or cause to be maintained, in

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full force and effect during the term of this Agreement, at its expense, Workers' Compensation insurance, liability insurance covering personal injury and property damage, and other insurance necessary to effectuate and complete the services.

ARTICLE 14. INDEMNIFICATION

VENDOR agrees to defend, indemnify and hold harmless the CITY, including its officials, employees and agents, against all claims, losses, damages, liabilities, costs or expenses (including, without limitation, reasonable attorney fees and costs of litigation and/or settlement), whether incurred as a result of a claim by a third party or any other person or entity, arising out of the SERVICES performed and/or goods supplied pursuant to this Agreement which the CITY or its officials, employees or agents, may suffer by reason of any negligence, fault, act or omission of VENDOR, its employees, representatives, subcontractors, assignees, or agents.

In the event that any claim is made or any action is brought against the CITY arising out of the negligence, fault, act, or omission of an employee, representative, subcontractor, assignee, or agent of VENDOR either within or without the scope of his respective employment, representation, subcontract, assignment or agency, or arising out of VENDOR'S negligence, fault, act or omission, then the CITY shall have the right to withhold further payments hereunder for the purpose of set-off of sufficient sums to cover the said claim or action. The rights and remedies of the CITY provided for in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or this Agreement.

ARTICLE 15. PROTECTION OF CITY PROPERTY

VENDOR assumes the risk of and shall be responsible for, any loss or damage to CITY property, including property and equipment leased by the CITY, used in the performance of this Agreement and caused, either directly or indirectly by the acts, conduct, omissions or lack of good faith of VENDOR, its officers, directors, members, partners, employees, representatives or assignees, or any person, firm, company, agent or others engaged by VENDOR as an expert consultant specialist or subcontractor hereunder.

In the event that any such CITY property is lost or damaged, except for normal wear and tear, then the CITY shall have the right to withhold further payments hereunder for the purposes of set-off in sufficient sums to cover such loss or damage.

VENDOR agrees to defend, indemnify and hold the CITY harmless from any and all liability or claim for loss, cost, damage or expense (including, without limitation, reasonable attorney fees and costs of litigation and/or settlement) due to any such loss or damage to any such CITY property described in this Article.

The rights and remedies of the CITY provided herein shall not be exclusive and are in addition to any other rights and remedies provided by law or by this Agreement.

ARTICLE 16. CONFIDENTIAL INFORMATION

In the course of providing the SERVICES and/or goods hereunder, VENDOR may acquire knowledge or come into possession of confidential, sensitive or proprietary information belonging to CITY. VENDOR agrees that it will keep and maintain such information securely and confidentially, and not disclose such information to any third parties, including the media, nor use such information in any manner publically or privately, without receiving the prior approval, in writing, of the CITY authorizing such use. VENDOR'S obligations under this clause to maintain the confidentiality of such information and to refrain from using such information in any manner without the prior written approval of the CITY shall survive the termination or expiration of this Agreement.

ARTICLE 17. TERMINATION

The CITY may, by written notice to VENDOR effective upon mailing, terminate

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this Agreement in whole or in part at any time (i) for CITY'S convenience, (ii) upon the failure of VENDOR to comply with any of the terms or conditions of this agreement, or (iii) upon the VENDOR becoming insolvent or bankrupt.

Upon termination of this Agreement, the VENDOR shall comply with any and all CITY closeout procedures, including, but not limited to:

A. Accounting for and refunding to the CITY within thirty (30) days, any unexpended funds which have been paid to VENDOR pursuant to this Agreement; and

B. Furnishing within thirty (30) days an inventory to the CITY of all equipment, appurtenances and property purchased by VENDOR through or provided under this Agreement, and carrying out any CITY directive concerning the disposition thereof.

In the event the CITY terminates this Agreement in whole or in part, as provided in this Article, the CITY may procure, upon such terms and in such manner as deemed appropriate, SERVICES similar to those so terminated, and the VENDOR shall continue the performance of this Agreement to the extent not terminated hereby. If this Agreement is terminated in whole or in part for other than the convenience of the CITY, any SERVICES or goods procured by the CITY to complete the SERVICES herein will be charged to VENDOR and/or set-off against any sums due VENDOR.

Notwithstanding any other provision of this Agreement, VENDOR shall not be relieved of liability to the CITY for damages sustained by the CITY by virtue of VENDOR'S breach of the Agreement or failure to perform in accordance with applicable standards, and the CITY may withhold payments to VENDOR for the purposes of set-off until such time as the exact amount of damages due to the CITY from VENDOR is determined.

The rights and remedies of the CITY provided herein shall not be exclusive and are in addition to any other rights and remedies provided by law or this Agreement.

ARTICLE 18. GENERAL RELEASE

The acceptance by VENDOR or its assignees of the final payment under this Agreement, whether by Claimant's Certification form, judgment of any court of competent jurisdiction, or administrative means shall constitute and operate as a general release to the CITY from any and all claims of VENDOR arising out of the performance of this Agreement.

ARTICLE 19. SET-OFF RIGHTS

The CITY shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but are not limited to, the CITY'S right to withhold for the purposes of set-off any monies otherwise due VENDOR (i) under this Agreement, (ii) under any other agreement or contract with the CITY, including any agreement or contract for a term commencing prior to or after the term of this Agreement, (iii) from the CITY by operation of law, the CITY also has the right to withhold any monies otherwise due under this Agreement for the purposes of set-off as to any amounts due and owing to the CITY for any reason whatsoever including, without limitation, tax delinquencies, fee delinquencies or monetary penalties or interest relative thereto.

ARTICLE 20. NO ARBITRATION

Any and all disputes involving this Agreement, including the breach or alleged breach thereof, may not be submitted to arbitration unless specifically agreed thereto in writing by the City Manger of the CITY, but must instead only be heard in the Supreme Court of the State of New York, with venue in Orange County or if appropriate, in the Federal District Court with venue in the Southern District of New York, White Plains division.

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ARTICLE 21. GOVERNING LAW

This Agreement shall be governed by the laws of the State of New York. VENDOR shall render all SERVICES under this Agreement in accordance with applicable provisions of all federal, state and local laws, rules and regulations as are in effect at the time such SERVICES are rendered.

ARTICLE 22. CURRENT OR FORMER CITY EMPLOYEES

VENDOR represents and warrants that it shall not retain the SERVICES of any CITY employee or former CITY employee in connection with this Agreement or any other agreement that said VENDOR has or may have with the CITY without the express written permission of the CITY. This limitation period covers the preceding three (3) years or longer if the CITY employee or former CITY employee has or may have an actual or perceived conflict of interests due to their position with the CITY.

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

ARTICLE 23. ENTIRE AGREEMENT

The rights and obligations of the parties and their respective agents, successors and assignees shall be subject to and governed by this Agreement, including Schedules A and B, which supersede any other understandings or writings between or among the parties.

ARTICLE 24. MODIFICATION

No changes, amendments or modifications of any of the terms and/or conditions of this Agreement shall be valid unless reduced to writing and signed by the party to be bound. Changes in the scope of SERVICES in this Agreement shall not be binding, and no payment shall be due in connection therewith, unless prior to the performance of any such SERVICES, the City Manager of the CITY, after consultation with the Department Head and Corporation Counsel, executes an Addendum or Change Order to this Agreement, which Addendum or Change Order shall specifically set forth the scope of such extra or additional SERVICES and the amount of compensation and the extension of the time for performance, if any, for any such SERVICES. Unless otherwise specifically provided for therein, the provisions of this Agreement shall apply with full force and effect to the terms and conditions contained in such Addendum or Change Order.

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[Signature Page to Follow]

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IN WITNESS THEREOF, the parties hereto have executed this Agreement as of the date set forth above.

THE CITY OF NEWBURGH	VENDOR
BY: _____	BY: _____
Todd Venning City Manager Per Resolution No.	Stuart Sachs
DATE: _____	DATE: _____

APPROVED AS TO FORM:

_____
Michelle Kelson
Corporation Counsel

_____
Janice Gaston
City Comptroller

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SCHEDULE A
SCOPE OF SERVICES (Article 1)
COMPENSATION (Article 3)

Vendor shall, at its sole cost and expense, and at a mutually agreed-upon time/date with the City, retrieve slab(s) of marble currently held in the DPW garages near the Urban Farm. Vendor shall fabricate two (2) benches and a chess board from the marble slab(s). Upon completion of the fabrication, Vendor shall return the finished benches and chess board to the City for installation at a location determined by the City in Downing Park. Vendor shall provide assistance with installation of the benches and/or chess board upon request of the City. The benches and chess board shall be for public use and park purposes in Downing Park.

Vendor shall receive no cash considerations in connection with this Agreement. Vendor shall be allowed to keep any remaining, unused marble after fabrication of the benches and chess board as consideration in connection with this Agreement.

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RESOLUTION NO.: 228 - 2021

OF

SEPTEMBER 27, 2021

RESOLUTION AUTHORIZING THE CITY MANAGER TO APPLY FOR AND ACCEPT A DASNY STATE AND MUNICIPAL FACILITIES CAPITAL PROGRAM GRANT IN THE AMOUNT OF $50,000.00 FOR THE DESIGN AND INSTALLATION OF SCULPTURAL BIKE RACKS IN THE CITY OF NEWBURGH

WHEREAS, Senator James Skoufis has secured a State and Municipal Facilities Capital Program Grant administered through the Dormitory Authority of the State of New York in the amount of $50,000.00 to fund the design and installation of sculptural bike racks in the City of Newburgh; and

WHEREAS, the City will partner with the Orange County Arts Council, the Newburgh Arts and Cultural Commission and the Transportation Advisory Committee to engage the services of artists to design a series of sculptural bike racks to be fabricated and installed in the City of Newburgh; and

WHEREAS, there is no match required for the grant; and

WHEREAS, the City Council find it to be in the best interests of the City of Newburgh and its citizens to accept such grant;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and is hereby authorized to apply for and accept a State and Municipal Facilities Capital Program Grant administered by the Dormitory Authority of the State of New York in the amount of $50,000.00 to fund the design and installation of sculptural bike racks in the City of Newburgh; and

BE IT FURTHER RESOLVED, by the Council of the City of Newburgh, New York 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 programs funded thereby.

RESOLUTION NO.: ____229____-2021

OF

SEPTEMBER 13, 2021

A RESOLUTION REAPPOINTING DANIEL GILBERT TO THE BOARD OF ASSESSMENT REVIEW

WHEREAS, it is necessary to appoint members to the Board of Assessment Review; and

WHEREAS, each member of such Board serve a five-year term; and

WHEREAS, it is necessary to re-appoint one member whose term of office expired and who is willing to serve a new term;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the following individual be and is hereby re-appointed to the Board of Assessment Review for the term indicated:

1. Daniel Gilbert, to a new five-year term commencing retroactively on October 1, 2021 and expiring on September 30, 2026.

LOCAL LAW NO.: 230 - 2021

OF

SEPTEMBER 27, 2021

A LOCAL LAW ENACTING CHAPTER 287 TO THE CODE OF ORDINANCES OF THE CITY OF NEWBURGH ENTITLED "VEHICLES, OFF-ROAD"

BE IT ENACTED, by the Council of the City of Newburgh, New York that Chapter 287 "Vehicles, Off-road" be and is hereby enacted as follows:

SECTION 1 - TITLE

This Local Law shall be referred to as "A Local Law Enacting Chapter 287 entitled 'Vehicles, Off-road' to the Code of Ordinances of the City of Newburgh".

SECTION 2 - AMENDMENT

The Code of Ordinances of the City of Newburgh is hereby amended to enact new Chapter 287 entitled "Vehicles, Off-road" to read as follows:

§ 287-1. Legislative findings, intent and purpose.

The reckless operation of illegal, unregistered dirt bikes, all-terrain vehicles, also known as ATVs, and other non-street legal vehicles on the streets and in the parks of Newburgh has been a nuisance to City residents and visitors in recent years and particularly during the summer. The operators of these vehicles, usually in groups, ride with abandon over many parts of the City with no regard for traffic laws, their own well-being, or the safety of bystanders, or the considerable noise such off-road vehicles generate, disturbing the peaceful enjoyment of residents and visitors.

The operation of dirt bikes and ATVs is already illegal on public highways under the New York State Vehicle and Traffic Law. The purpose of this local law is to promote the public health, safety and welfare of the City of Newburgh by making it explicitly unlawful to operate such vehicles on the public highways, in the public parks, or on any other private land in the City of Newburgh. It also expressly forbids the operation of these vehicles on private property without the express consent of the owner or occupant of such property.

§ 287-2. Definitions.

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

OFF-ROAD VEHICLES means all-terrain vehicles (sometimes known as "ATVs") as that term is defined in section 2281(1) of the New York State Vehicle and Traffic Law, off-highway motorcycles as that term is defined in section 125-a of the New York State Vehicle and Traffic Law, motocross or dirt bikes, dune buggies, go-carts and any and all other types of motorized trail bikes, utility terrain vehicles ("UTVs"), or vehicles that are manufactured for sale or operation primarily on off-highway trails or for off-highway competitions and are only incidentally operated on public highways. Nothing contained in this chapter, however, shall be deemed to apply to or prohibit the use of bicycles, including electric powered bicycles operated in compliance with applicable state and local regulations.

OPERATE means to ride in or on, other than as a passenger, or use or control the operation of an off-road vehicle, as defined in this chapter, in any manner, whether or not said off-road vehicle is under way.

PUBLIC HIGHWAY means any highway, road, alley, street, avenue, public place, public driveway, or any other public way.

§ 287-3. Restrictions.

A. Public Property. No person shall operate an off-road vehicle on a public highway or on any public property in the City of Newburgh.

B. Private Property. No person shall operate an off-road vehicle off a public highway on private property in the City of Newburgh unless such person has first obtained the express consent of the owner or occupant of the property to operate the off-road vehicle on the property. There shall be a rebuttable presumption that the operator of an off-road vehicle on private property in the City of Newburgh lacks consent to operate the off-road vehicle on private property.

§ 287-4. Penalties for offenses; impoundment and redemption.

A. Any person who operates an off-road vehicle in violation of section 287-3(A) or (B) of this chapter shall be guilty of an offense punishable of a fine not to exceed $250.00 for a first offense, $400.00 for a second offense, and $550.00 for a third or each successive offense.

B. In addition to the penalties set forth in subsection (A) of this section, a police officer may immediately impound an off-road vehicle that has been operated in violation of section 287-3(A) or (B) of this chapter. Such impounded off-road vehicle shall be stored by the police department or enforcement agency pending the identification of the owner of such off-road vehicle as registered with the New York State Department of Motor Vehicles. Such title owner shall be sent a notice of such impoundment at the address on file with the New York State Department of Motor Vehicles by certified mail within five days after the impoundment. Neither the police department nor the City of Newburgh nor any agent nor employee thereof shall be liable for any damages arising out of the provision of an erroneous

name or address of such owner. The owner of the off-road vehicle operated in violation of section 287-3(A) or (B) of this chapter may redeem such off-road vehicle upon satisfactory proof of ownership and payment of a redemption fee of $1,500.00. The redemption fee shall not be required where an off-road vehicle was stolen or otherwise used without the owner's permission and the owner of the off-road vehicle demonstrates proof of valid ownership and registration with New York State and files a sworn statement about the theft or unauthorized use with the City of Newburgh Police Department An off-road vehicle impounded under this subsection shall only be released to the owner of such off-road vehicle, or to such owner's agency as evidenced by a written, notarized proof of agency, or duly exercised power of attorney. Any off-road vehicles impounded as a result of a violation of section 287-3(A) or (B) of this chapter that remain unclaimed after a period of three months may be destroyed in accordance with applicable laws.

§ 287-5. Enforcement.

The police department is charged with the enforcement of the provisions in this chapter.

SECTION 3 – SEVERABILITY

The provisions of this Local Law are separable and if any provision, clause, sentence, section, subsection, word or part thereof is held to be illegal, invalid, or unconstitutional, or inapplicable to any person or circumstance, such illegality, invalidity, or unconstitutionality, or inapplicability shall not affect or impair any of the remaining provisions, clauses, sentences, subsections, words or parts of this Local Law or their application to other persons or circumstances. It is hereby declared to be the legislative intent that this Local Law would have been adopted is such illegal, invalid, or unconstitutional provision, clause, sentence, subsection, word or part had not been included therein, and if such person or circumstance to which the Local Law or part here of is held inapplicable had been specifically exempt therefrom.

SECTION 4 – CODIFICATION

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

SECTION 5 – VALIDITY

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

SECTION 6 – EFFECTIVE DATE

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

RESOLUTION NO.: _____231____ - 2021

OF

SEPTEMBER 27, 2021

A RESOLUTION DEDICATING THE INTERSECTION OF FARRINGTON STREET AND LIBERTY STREET AS TERRY "LD" WILLIAMS PLACE

WHEREAS, Terry "LD" Williams played basketball for the Newburgh Enlarged City School District where he was the star player for Goldback Nation, and following graduation in 1983, he matriculated at Southern Methodist University and played as their star player until his graduation in 1987; and

WHEREAS, during his summer breaks, LD found time to give back by coaching Little League Baseball teams with Coach Scott and Coach Torallo, and although he worked for the Newburgh Enlarged City School District's Outside Crew, he also mentored the youth at Glenn Hines Community Center, CWA, the Jewish Community Center and at the Newburgh Recreation Department; and

WHEREAS, while attending SMU, Terry played a total of 116 games and was ranked as 10th All Time Rebounding; led SMU in free throws in 1986 at 60%; played against two Hall of Famers: Hakeem Olajuwon and Clyde Drexler; and during his college career he averaged 12.7 points per game, 7.4 rebounds per game and 2.3 assists per game; and

WHEREAS, his accomplishments include competing The Dial Soap Classic at Kutshers Country Club Showcase in 1982-1983, and in 1983, led NFA to 24-2 finish while ranking 4th in the state; Section1 MVP and All-Tournament Team; Tri-State Player of the Year; and High School low post - Top 25; and

WHEREAS, while Newburgh has had many outstanding basketball players over the years, LD was the only African American to be drafted into the NBA as the 105th pick overall by the Golden State Warriors and drafted the same year as David Robinson-Navy, Scottie Pippen- Little Rock, Arkansas, Reggie Miller-UCLA and Kenny Smith-North Carolina; and

WHEREAS, after Terry's basketball career, he continued to give back to his community by being an active member of the steering committee for the Newburgh Reunion for twenty years; and

WHEREAS, it is fitting and appropriate that Terry's achievements and community work be permanently memorialized by the City of Newburgh;

NOW, THEREFORE, BE IT RESOLVED, in recognition of Terry "LD" William's outstanding athletic accomplishments and dedicated service to the Newburgh Community, that the 280 block of Liberty Street intersection of Farrington Street and Liberty Street be dedicated to his honor, as Terry "LD" Williams Place, and that an unveiling of signage indicating this dedication be held, with appropriate ceremony, at a date to be coordinated with his family; and that a copy of this resolution be forwarded to his family, with greatest respect, from the entire Newburgh City Council; and

BE IT FURTHER RESOLVED, that the City Manager be and he is hereby authorized to effectuate the necessary and appropriate signage in keeping herewith.

June 30, 2021

Dear Mrs. Karen Mejia,

The family and friends of the late Terry "LD" Williams would like to request that the block of 280 Liberty St, (the corner of Farrington and Liberty) where he lived for almost twenty years, be renamed Terry "LD" Williams Place, in his honor.

Terry played basketball for the Newburgh Enlarged City School District where he was the star player for Goldback Nation. After Terry graduated in 1983, he matriculated at Southern Methodist University and played as their star player until his graduation in 1987. During his Summer breaks LD found time to giveback by coaching Little League Baseball teams with Coach Scott and Coach Torallo. Although he worked for the Newburgh Enlarged City School District's Outside Crew, he also mentored the youth at Glenn Hines Community Center, CWA, the Jewish Community Center and at the Newburgh Recreation Department.

While attending SMU, Terry played a total of 116 games. He was ranked as 10th All Time Rebounding and he led SMU in free throws in 1986 at 60%. He played against two Hall of Famers: Akeen Olajuwon and Clyde Drexler. During his college career he averaged 12.7 points per game, 7.4 rebounds per game and 2.3 assists per game.

Listed are a few of his accomplishments:
1982-1983 He competed in The Dial Soap Classic at Kutchers Country Club Showcase.
1983 He led NFA to 24-2 finish. Ranking 4th in the state.
1983 He was the Section1 MVP and All Tournament Team.
1983 Tri-State Player of the Year.
1983 High School low post - Top 25

While Newburgh has had many outstanding basketball players over the years, LD was the only African American to be drafted into the NBA. He was the 105th pick overall by the Golden State Warriors. Terry was drafted the same year as: David Robinson-Navy, Scottie Pippen- Little Rock, Arkansas, Reggie Miller-UCLA and Kenny Smith-North Carolina.

After Terry's basketball career, he continued to giveback to his community by being an active member of the steering committee for the Newburgh Reunion for twenty years. We appreciate your consideration of our request and await a response.

Regards,

Bishop Jeffrey Woody

RESOLUTION NO.: ___232_-2021

OF

SEPTEMBER 27, 2021

A RESOLUTION APPROVING THE CONSENT JUDGMENT AND AUTHORIZING THE CITY MANAGER TO SIGN SUCH CONSENT JUDGMENT IN CONNECTION WITH THE TAX CERTIORARI PROCEEDING AGAINST THE CITY OF NEWBURGH IN THE ORANGE COUNTY SUPREME COURT BEARING ORANGE COUNTY INDEX NO. EF003930-2020 INVOLVING SECTION 35, BLOCK 2, LOT 39.2 (GENERAL TRAFFIC EQUIPMENT CORP.)

WHEREAS, General Traffic Equipment Corp. has commenced a tax certiorari proceeding against the City of Newburgh in the Supreme Court of the State of New York, County of Orange for the 2020-2021 tax year bearing Orange County Index No. EF003930-2020; and

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

WHEREAS, General Traffic Equipment Corp. is willing to settle this proceeding without interest, costs or disbursements, in the following manner:

1. That the real property of Petitioner described on the City of Newburgh tax roll for the tax year 2020-2021 as tax map number 35-2-39.2 be reduced to a market value of $625,000.

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

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

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF ORANGE

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In the Matter of the Application of
GENERAL TRAFFIC EQUIPMENT CORP.,

Index No. EF003930-2020

Petitioner,

-against-

CONSENT JUDGMENT

CITY OF NEWBURGH, a Municipal Corporation, its Assessor and Board of Assessment Review and NEWBURGH ENLARGED CITY SCHOOL DISTRICT,

Respondents.

For a Review under Article 7 of the Real Property Tax Law of the State of New York of the assessments of Certain real property situated in Respondent Municipal Corporation, located in the County of Orange, State of New York.

----------x

PRESENT: HON. CATHERINE M. BARTLETT

UPON THE CONSENT attached hereto duly executed by the attorneys for all the parties and by all the parties, it is

ORDERED, that the real property of Petitioner described on the City of Newburgh assessment rolls for the 2020-2021 tax year as follows:

Tax Map No. 35-2-39.2

be reduced in market value from $770,000.00 to a total market value of $625,000.00, prior to the application of any real property tax exemptions, if any; and it is further,

ORDERED, that the Petitioners' real property taxes on said parcel above described for the 2020-2021 School, County and City taxes be adjusted accordingly and that any overpayment by Petitioner for the 2020-2021 tax year be refunded upon the entering of this Consent Judgment with the Orange County Clerk's Office; and it is further,

ORDERED, that the officer or officers having custody of the aforesaid City of Newburgh assessment rolls shall make or cause to be made upon the proper books and records and upon the assessment roll of said City the entries, changes and corrections necessary to conform such reduced market value; and it is further,

ORDERED, that there shall be audited, allowed and refunded to the Petitioner by the City of Newburgh and/or the County Commissioner of Finance, as the case may be, the amount, if any, paid as City taxes and City Special District taxes against the original assessment in excess of what said taxes would have been if the market value had been determined as herein; and it is further,

ORDERED, that there shall be audited, allowed and refunded to the Petitioner by the City of Newburgh, the County of Orange, and/or the County Commissioner of Finance, as appropriate and/or required by statute, the amount, if any, paid as County taxes and County Special District taxes against the original assessment in excess of what said taxes would have been if the market value had been determined as herein; and it is further,

ORDERED, that there shall be audited, allowed and refunded to the Petitioner by the Newburgh City School District, the amount, if any, paid as School District taxes against the original assessment in excess of what said taxes would have been if the market value had been determined as herein; and it is further,

ORDERED, that all tax refunds hereinabove directed to be made by Respondents and/or any of the various taxing authorities be made by check or draft payable to the order of RIDER, WEINER & FRANKEL, P.C., as attorneys for the Petitioner, who are to hold the proceeds as trust funds for appropriate distribution, and who are to remain subject to the further jurisdiction of this Court in regard to their attorney's lien, pursuant to Judiciary Law § 475; and it is further,

ORDERED, that the provisions of Real Property Tax Law § 727 shall be applicable to the 2021, 2022 and 2023 assessment years; and it is further,

ORDERED, that in the event that the refunds are made within sixty (60) days after service of the Order with notice of entry, there shall be no interest, otherwise, interest shall be paid in accordance with the applicable statute, and it is further;

ORDERED, that these proceedings are settled without costs or disbursements to either party as against the other.

Signed: October __, 2021
Goshen, New York

ENTER: _____
HON. CATHERINE M. BARTLETT
SUPREME COURT JUSTICE

ON CONSENT:

_____
HON. TODD VENNING
City Manager
Dated: _____

_____
M. JUSTIN RIDER, ESQ.
Rider, Weiner & Frankel, P.C.
Attorneys for the Petitioner
Dated: _____

_____
HON. JOANNE MAJEWSKI
Assessor
Dated: _____

_____
KELLY M. NAUGHTON, ESQ.
Burke, Miele, Golden & Naughton, LLP
Attorneys for City Respondents
Dated: _____

RESOLUTION NO.: ____233____-2021

OF

SEPTEMBER 27, 2021

A RESOLUTION APPROVING THE CONSENT JUDGMENT AND AUTHORIZING THE CITY MANAGER TO SIGN SUCH CONSENT JUDGMENT IN CONNECTION WITH THE TAX CERTIORARI PROCEEDING AGAINST THE CITY OF NEWBURGH IN THE ORANGE COUNTY SUPREME COURT BEARING ORANGE COUNTY INDEX NOS. EF003667-2020 AND EF005264-2021 INVOLVING SECTION 34, BLOCK 3, LOT 48 (N & N OF HUDSON VALLEY, LLC)

WHEREAS, N & N of Hudson Valley, LLC has commenced tax certiorari proceedings against the City of Newburgh in the Supreme Court of the State of New York, County of Orange for the 2020-2021 and 2021-2022 tax years bearing Orange County Index Nos. EF003667-2020 and EF005264-2021; and

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

WHEREAS, N & N of Hudson Valley, LLC is willing to settle this proceeding without interest, costs or disbursements, in the following manner:

1. That the real property of Petitioner described on the City of Newburgh tax roll for the tax year 2020-2021 as tax map number 34-3-48 be discontinued with prejudice.
2. That the real property of Petitioner described on the City of Newburgh tax roll for the tax year 2021-2022 as tax map number 34-3-48 be reduced to a market value of $220,000.

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

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

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF ORANGE

----------x

In the Matter of the Application of
N & N OF HUDSON VALLEY LLC,

Index Nos. EF003667-2020
EF005264-2021

Petitioner,

-against-

CITY OF NEWBURGH, a Municipal Corporation, its ASSESSOR, and its BOARD OF ASSESSMENT REVIEW,

CONSENT JUDGMENT

Respondents.

For Review of the Assessment of Certain Real Property under Article 7 of the Real Property Tax Law.

----------x

PRESENT: HON. CATHERINE M. BARTLETT

UPON THE CONSENT attached hereto duly executed by the attorneys for all the parties and by all the parties, it is

ORDERED, that the real property of Petitioner described on the City of Newburgh assessment rolls for the 2021 tax year as follows:

Tax Map No. 34-3-48

be reduced in market value from $245,000.00 to a total market value of $220,000.00, prior to the application of any real property tax exemptions, if any; and it is further,

ORDERED, that the Petitioners' real property taxes on said parcel above described for the 2021 School, County and City taxes be adjusted accordingly and that any overpayment by Petitioner for the 2021 tax year be refunded upon the entering of this Consent Judgment with the Orange County Clerk's Office; and it is further,

ORDERED, that the officer or officers having custody of the aforesaid City of Newburgh assessment rolls shall make or cause to be made upon the proper books and records and upon the assessment roll of said City the entries, changes and corrections necessary to conform such reduced market value; and it is further,

ORDERED, that there shall be audited, allowed and refunded to the Petitioner by the City of Newburgh and/or the County Commissioner of Finance, as the case may be, the amount, if any, paid as City taxes and City Special District taxes against the original assessment in excess of what said taxes would have been if the market value had been determined as herein; and it is further,

ORDERED, that there shall be audited, allowed and refunded to the Petitioner by the City of Newburgh, the County of Orange, and/or the County Commissioner of Finance, as appropriate and/or required by statute, the amount, if any, paid as County taxes and County Special District taxes against the original assessment in excess of what said taxes would have been if the market value had been determined as herein; and it is further,

ORDERED, that there shall be audited, allowed and refunded to the Petitioner by the Newburgh City School District, the amount, if any, paid as School District taxes against the original assessment in excess of what said taxes would have been if the market value had been determined as herein; and it is further,

ORDERED, that all tax refunds hereinabove directed to be made by Respondents and/or any of the various taxing authorities be made by check or draft payable to the order of STENGER, DIAMOND & GLASS, LLP as attorneys for the Petitioner, who are to hold the proceeds as trust funds for appropriate distribution, and who are to remain subject to the further jurisdiction of this Court in regard to their attorney's lien, pursuant to Judiciary Law § 475; and it is further,

ORDERED, that the provisions of Real Property Tax Law § 727 shall be applicable to the 2022, 2023 and 2024 assessment years; and it is further,

ORDERED, that in the event that the refunds are made within sixty (60) days after service of the Order with notice of entry, there shall be no interest, otherwise, interest shall be paid in accordance with the applicable statute, and it is further;

ORDERED, that the proceedings brought in connection with the real property described on the City of Newburgh assessment roll for the 2020 tax year as tax map number 34-3-48 be discontinued with prejudice; and it is further

ORDERED, that these proceedings are settled without costs or disbursements to either party as against the other.

Signed: October __, 2021
Goshen, New York

ENTER: _____
HON. CATHERINE M. BARTLETT
SUPREME COURT JUSTICE

ON CONSENT:

_____
HON. TODD VENNING
City Manager
Dated: _____

_____
KAREN E. HAGSTROM, ESQ.
Stenger, Diamond & Glass, LLP
Attorneys for the Petitioner
Dated: _____

_____
HON. JOANNE MAJEWSKI
Assessor
Dated: _____

_____
KELLY M. NAUGHTON, ESQ.
Burke, Miele, Golden & Naughton, LLP
Attorneys for Respondents
Dated: _____

RESOLUTION NO.: _____234____ - 2021

OF

SEPTEMBER 27, 2021

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A SETTLEMENT AGREEMENT IN CONNECTION WITH THE PREMISES LOCATED AT 49 LANDER STREET (SECTION 23, BLOCK 6, LOT 11)

WHEREAS, the City of Newburgh commenced legal action against Lander Street Realty Corp. (by Carlos Cabrera), current owner of record of the premises known as 49 Lander Street (Section 23, Block 6, Lot 11), in a claim pursuant to Real Property Actions and Proceedings Law Article 19-A; and

WHEREAS, during the litigation, a mortgagor of the property, NBNY 91 William LLC (by Alvin Moonesar) took title to the property by deed in lieu of foreclosure; and

WHEREAS, the City of Newburgh and NBNY 91 William LLC have reached a settlement agreement in a manner and form substantially similar to the agreement annexed hereto; and

WHEREAS, this Council has determined it to be in the best interests of the City of Newburgh to enter into the attached settlement agreement;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the Office of the Corporation Counsel is hereby authorized to settle the pending legal action, and the City Manager is hereby authorized to execute a written settlement agreement and any other documents as the Office of the Corporation Counsel may require, to effectuate the settlement as herein described.

STATE OF NEW YORK : COUNTY OF ORANGE
ORANGE COUNTY SUPREME COURT

----------X

CITY OF NEWBURGH,

Plaintiff,

STIPULATION OF SETTLEMENT

-against-

Index No.: EF-008066-2019

LANDER STREET REALTY CORP.,

GEORGE PARDO,

FLUSHING SAVINGS BANK, FSB,

Defendants.

----------X

This Stipulation of Settlement ("Stipulation" or "Agreement") is entered into on the ____ day of _____, 2021, by and between the City of Newburgh (hereafter "City"), a municipal corporation with an address of 83 Broadway, Newburgh, New York 12550 and NBNY 91 LLC, a domestic limited liability company with an address of 46 William Street, Newburgh, New York 12550 (hereafter "NBNY"), the parties named in this action:

WHEREAS, on or about October 10, 2019, the City commenced an action in Orange County Supreme Court pursuant to Real Property Actions and Proceedings Law Article 19-A against defendants Lander Street Realty Corp. ("LSRC"), George Pardo ("Pardo"), and Flushing Savings Bank, FSB ("FSB"), said lawsuit being related to real property known as 49 Lander Street, Newburgh, New York (Section 23, Block 6, Lot 11) ("Property"); and

WHEREAS, NBNY became a successor in interest to FSB's interest in the Property by virtue of an "Assignment of Mortgage" dated September 28, 2020, effective September 30, 2020, and recorded in the Orange County Clerk's Office in Book 14889, Page 765, and an "Assignment

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of Assignment of Rents and Leases" dated September 28, 2020, effective September 30, 2020, and recorded in the Orange County Clerk's Office in Book 14889, Page 761; and

WHEREAS, NBNY became a successor in interest to LSRC's interest in the Property by virtue of a deed made by LSRC to NBNY deed dated March 12, 2021 and recorded in the Orange County Clerk's Office in Book 14996, Page 772; and

WHEREAS, Pardo's interest in the Property still remains outstanding; and

WHEREAS, NBNY, now as successor in interest to both LSRC and FSB, wishes to resolve the instant matter without further litigation being required by the parties; such that

IT IS HEREBY CONSENTED AND AGREED between the City and NBNY, that they be bound by the terms and conditions enumerated below, as follows:

1. The "Whereas" paragraphs stated above shall be restated and incorporated herein to give full force and effect to the same.
2. NBNY agrees to be added as a party-defendant to the instant litigation and the caption amended accordingly.
3. NBNY waives any defenses to service or personal jurisdiction.
4. Within 30 days of the full execution of this Agreement, NBNY shall execute a deed, TP-584, Tax Law §1409 Supplement, RP-5217 conveying title to the Premises to the City. NBNY shall also execute a Satisfaction of Mortgage and a Cancellation of Assignment of Leases and Rents, both in a form acceptable to the City, for the extinguishment of any rights or interests contained in a Mortgage recorded in the Orange County Clerk's Office in Book 12309, Page 884 and in an Assignment of Lessor's Interest in Lease(s) recorded in the Orange County Clerk's Office in Book 12309, Page 908. All of the documents named in this paragraph 4 shall be collectively referred to herein as the "Documents."

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5. The City of Newburgh Office of the Corporation Counsel shall hold the documents referenced in paragraph 4 in escrow through 4:00 p.m. on August 31, 2022 (said date and time being approximately 10 months from the date of the full execution of this Agreement, and said date and time being referred to herein as the "Deadline").

6. NBNY shall have until the Deadline to comply with the following terms and conditions with respect to the property:

   a. NBNY shall bring the Property into compliance with all State, County and City building, housing, plumbing, electrical, fire prevention, life safety and health statutes, codes, rules and regulations and shall obtain, within such time period, a Certificate of Occupancy for all buildings and structures located on the Property. If a Certificate of Occupancy has been issued for any building or structure on the Property, NBNY either will make such building or structure fit for the use set forth in such Certificate of Occupancy or shall obtain a new Certificate of Occupancy for another use;

   b. At or prior to the Deadline, NBNY shall schedule with the Building Inspector or the Code Compliance Supervisor of the City of Newburgh an inspection of the Property to determine compliance with the terms set forth in paragraph 6(a) above. If the Property is found to be in compliance as outlined in paragraph 6(a), the Building Inspector or the Code Compliance Supervisor of the City of Newburgh shall issue a Certificate of Occupancy or Certificate of Compliance, as the case may require;

   c. Prior to the compliance with paragraphs 6(a) and 6(b), NBNY shall not sell, convey, assign or lease the Property or any part thereof;

7. To avoid any ambiguity, compliance with the covenants referred to in paragraph 6 by the Deadline shall include receipt of a letter from the City of Newburgh Building Inspector or City

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of Newburgh Code Compliance Supervisor stating that: (a) there are no open code violations on the Property; (b) the Building Inspector or Code Compliance Supervisor observed no violations on the Property during his most recent inspection of the Property; (c) there are no open permits; and (d) there is a valid Certificate of Occupancy with respect to the Property.

8. Delays that may be attributable to the City in connection with compliance with the requirements contained in paragraph 6 (e.g. inspection delays, City Council approval delays) shall toll NBNY's compliance deadline dates on a day-for-day basis. However, NBNY must notify the City of Newburgh Office of the Corporation Counsel, in writing, when it is ready for a re-inspection, approval, or other City action in order to trigger the time tolling period. In turn, a written decision – either in letter or e-mail form – from the City about the requested City action shall end any applicable time tolling period.
9. Delays that may be attributable to any applications made by NBNY to City land use boards, including but not limited to the City of Newburgh Planning Board, City of Newburgh Zoning Board of Appeals, City of Newburgh Architectural Review Commission, shall not toll NBNY's compliance deadline dates in any manner.
10. Delays that are attributable to a federal, state, or local executive order(s) that suspend construction activities shall toll NBNY's deadlines on a day-for-day basis.
11. By the Deadline, NBNY shall be current on all unpaid City and County taxes, School tax re-levies, Water/Sewer bills, Sanitation bills, plus any applicable penalties and interest.
12. NBNY shall remain current on all City and County taxes, School tax re-levies, Water/Sewer bills, Sanitation bills, plus any applicable penalties and interest, up to and including the Deadline.

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13. NBNY shall not mortgage any of the Premises or any part thereof, or cause any liens (including but not limited to UCC filings), to be filed against the Premises or any property located thereon.
14. Should NBNY fail to comply with any of the terms and conditions outlined in this Agreement by the Deadline in any respect, the Office of the Corporation Counsel shall cause to file the Documents with the Orange County Clerk, thereby vesting title with the City and extinguishing any rights, title, and interest that NBNY might have in the Property. No further notice shall be required to be delivered to NBNY if it fails to comply with any of its obligations herein by the Deadline.
15. Should NBNY comply with the terms and conditions of this agreement by the Deadline, the City shall return the Documents to NBNY. The City shall also discontinue the within court action forthwith by filing appropriate documents with the Court.
16. NBNY has had opportunity to consult with its attorneys on this matter and enter into this Agreement in accordance with its solicited legal advice, and in accordance with the rules outlined in its Operating Agreement or any other such agreement that may govern NBNY's behavior.
17. Each party to this Agreement represents and warrants that the execution, delivery and performance of this Agreement and the consummation of the transactions provided in this Agreement have been duly authorized by all necessary action of the respective entity and that the person executing this Agreement on its behalf has the full capacity to bind that entity.
18. There are no other agreements, written or oral, pending between the parties to this Agreement.
19. This Agreement is the full understanding between the parties, and any prior understandings or agreements are null and void.

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20. If the City determines it necessary to bring any action at law or in equity to enforce or interpret the terms of this Agreement, the City shall be entitled to reasonable attorney's fees, costs and necessary disbursements from NBNY, in addition to any other relief to which it may be entitled.
21. Should the City prevail in any action at law or in equity to enforce or interpret the terms of this Agreement, NBNY waives any and all of its rights to appeal said determination.
22. The exchange of copies of this Agreement, including executed signature pages, by electronic transmission (including PDF or any electronic signature complying with the U.S. federal ESIGN Act of 2000, e.g., www.docusign.com) will constitute effective execution and delivery of this Agreement for all purposes.

THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK
[Signature page to follow.]

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IN WITNESS WHEREOF, this Agreement is entered into on the date first referenced herein.

For the Plaintiff
CITY OF NEWBURGH

_____
Jeremy Kaufman
Assistant Corporation Counsel

For NBNY 91 LLC

_____
By: Bisessar Moonesar
Member, NBNY 91 LLC

SO ORDERED:

_____
Hon. E. Loren Williams

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