



City of Newburgh Council Work Session
*Sesion de trabajo del Concejal de la
Ciudad de Newburgh*
September 9, 2021
6:00 PM

Council Meeting Presentations

1. Certificates of Recognition for Hook Elite Boxing Club Students
Certificados de reconocimiento para los estudiantes de Hook Elite Boxing Club
2. Public Hearing - Local Law enacting Chapter 287, Vehicles Off-road
There will be a public hearing on Monday, September 13, 2021 to receive comments concerning the proposed Local Law enacting Chapter 287 to the Code of Ordinances of the City of Newburgh entitled "Vehicles, Off-road".

Habr  una audiencia p blica el lunes 13 de septiembre de 2021 para recibir comentarios sobre la propuesta de Ley Local que promulga el Cap tulo 287 del C digo de Ordenanzas de la Ciudad de Newburgh titulado "Veh culos, Todoterreno".

Work Session Presentations

3. NLMH - Good Cause Eviction Legislation Presentation
NLMH - Presentaci n de la legislaci n sobre desalojo por buena causa

Department of Public Works/ Departamento de Obras P blicas

4. Transfer Funds for Paving
Resolution amending Resolution No: 282-2020, the 2021 Budget for the City of Newburgh, New York to transfer \$360,000.00 from Appropriated Fund Balance to DPW – Streets & Bridges – Street Paving

Transferencia de fondos generales por un monto de \$360,000 para pavimentaci n adicional aprobada al A.5110.412.
5. Standardizing Garbage Receptacles
Discussion regarding Standardizing Garbage receptacles City Wide.

Discusi n sobre la estandarizaci n de los recipientes de basura en toda la Ciudad

Engineering/Ingenier a

6. Proposal with Ryan Biggs Clark Davis Engineering Concrete Assessment at WWTP

Resolution accepting a proposal and authorizing the City Manager to execute a contract with Ryan Biggs Clark Davis Engineering & Surveying, D.P.C. for professional engineering services for a concrete condition assessment of the aeration tanks at the Wastewater Treatment Plant in an amount not to exceed \$28,000.00.

Resolución que acepta una propuesta y autoriza al Gerente de la Ciudad a ejecutar un contrato con Ryan Biggs Clark Davis Engineering & Surveying, D.P.C. para servicios profesionales de ingeniería para una evaluación concreta de la condición de los tanques de aireación en la Planta de Tratamiento de Aguas Residuales en un monto que no exceda los \$ 28,000.00

Finance/Finanza

7. Budget Transfer to Cover Cost Increases for the Land Use Boards

Resolution amending Resolution No: 282-2020, the 2021 Budget for the City of Newburgh, New York to transfer \$10,000.00 from Planning and Development to the Land Use Boards for the cost of legal notices

Resolución que modifica la Resolución No: 282-2020, el Presupuesto 2021 para que la Ciudad de Newburgh, Nueva York transfiera \$10,000.00 de Planificación y Desarrollo a las Juntas de Uso de la Tierra por el costo de los avisos legales.

8. 32nd International Festival - Carnival Ride Contract

Resolution authorizing the award of bid and execution of a contract with Shamrock Shows, Inc. for amusement rides, attractions and concessions at the City of Newburgh Annual International Festival.

Resolución que autoriza la adjudicación de una licitación y la ejecución de un contrato con Shamrock Shows, Inc. para atracciones, atracciones y concesiones en el Festival Internacional Anual de la Ciudad de Newburgh.

9. 32nd International Festival - Fireworks Contract

Resolution authorizing the City Manager to accept a proposal and execute a contract in the amount of \$9,925.00 with Fireworks Extravaganza to provide a fireworks display at the City of Newburgh Annual International Festival.

Resolución que autoriza al Gerente de la Ciudad a aceptar una propuesta y ejecutar un contrato por un monto de \$9,925.00 con Fireworks Extravaganza para proporcionar una exhibición de fuegos artificiales en el Festival Internacional Anual de la Ciudad de Newburgh.

10. 32nd International Festival - Entertainment Agreements

Resolution authorizing the City Manager to enter into agreements with various

parties to provide performing arts and related services in connection with the City of Newburgh Annual International Festival.

Resolución que autoriza al Gerente de la Ciudad a celebrar acuerdos con varias partes para proporcionar artes escénicas y servicios relacionados en relación con el Festival Internacional Anual de la Ciudad de Newburgh

Grants/Contracts/Agreements / Becas /Contratos/Convenios

11. Resolution to Schedule a 2nd Public Hearing and Schedule Opening a 2nd 30-Day Public Comment Period for the FY2022 Community Development Block Grant (CDBG) Annual Action Plan (AAP)

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

Resolución que abre un segundo período de comentarios públicos de 30 días y programa una segunda audiencia pública para el 27 de septiembre de 2021 para recibir comentarios públicos sobre las acciones propuestas por la Ciudad de Newburgh con respecto al Programa de Subvenciones en Bloque de Desarrollo Comunitario para el Plan de Acción Anual para el Año Fiscal 2022.

12. Greater Newburgh Parks Conservancy - License Agreement for plantings on City properties

Resolution authorizing the City Manager to enter into a license agreement with the Greater Newburgh Parks Conservancy, Inc. to allow use and access to City-owned property sites for a seasonal planting project.

Resolución que autoriza al Gerente de la Ciudad a firmar un acuerdo de licencia con Greater Newburgh Parks Conservancy, Inc. para permitir el uso y el acceso a los sitios de propiedad de la Ciudad para un proyecto de plantación estacional.

13. Choice Films License Agreement - 104 South Lander Street

Resolution authorizing the City Manager to enter into a license agreement with Choice Films, Inc. for use and occupancy of 104 South Lander Street (Section 48, Block 2, Lot 25) for film production office space

Resolución que autoriza al Gerente de la Ciudad a celebrar un acuerdo de licencia con Choice Films, Inc. para el uso y ocupación de 104 South Lander Street (Sección 48, Bloque 2, Lote 25) para espacio de oficinas de producción cinematográfica.

14. NCPP Delano Hitch Public Art Installation - License Agreement

Resolution authorizing the City Manager to enter into a license agreement with Vincent Cianni, d/b/a Vincent Cianni Photography, to allow use and access to the Delano-Hitch Recreation Park for a Newburgh Community Photo Project.

Resolución que autoriza al Gerente de la Ciudad a celebrar un acuerdo de licencia con Vincent Cianni, d / b / a Vincent Cianni Photography, para permitir el uso y el acceso al Parque Recreativo Delano-Hitch para un Proyecto Fotográfico Comunitario de Newburgh

15. Apply for and Accept if Awarded a \$20mm Downtown Revitalization Initiative (DRI) Grant from Empire State Development

Resolution authorizing the City Manager to apply for and accept if awarded a Downtown Revitalization Initiative Grant in an amount not to exceed \$20,000,000.00

Resolución que autoriza al Gerente de la Ciudad a solicitar y aceptar si se le otorga una Subvención de la Iniciativa de Revitalización del Centro de la Ciudad por un monto que no exceda los \$20,000,000.00

Resolutions of Support/ Resoluciones de Apoyo

16. Indigenous Peoples Day

Resolution designating the second Monday in October as Indigenous Peoples' Day in the City of Newburgh

Boards and Commissions/Juntas y Comisiones

Ordinances/ Decretos

17. Ordinance adding Subsection 110-9(C) entitled "Revocation" to Chapter 110 "Mass Gathering and Public Events"

Ordinance amending Chapter 110 entitled "Mass Gatherings and Public Events" of the Code of Ordinances of the City of Newburgh to add Subsection 110-9(C) entitled "Revocation"

Ordenanza que modifica el Capítulo 110 titulado "Reuniones masivas y eventos públicos" del Código de Ordenanzas de la Ciudad de Newburgh para agregar la Subsección 110-9 (C) titulada "Revocación"

Local Laws/Leys Locales

18. Local Law amending Chapter 276 "Tobacco" to change Chapter title to "Tobacco and Marihuana" and amend Article II "Outdoor Smoking"

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 Ordinance of the City of Newburgh to change the chapter title to "Tobacco and Marihuana", and to amend Article II entitled 'Outdoor Smoking.'"

Resolución que programa una audiencia pública para el 27 de septiembre de 2021 para escuchar comentarios públicos sobre "Una Ley Local que modifica el Capítulo 276 titulado 'Tabaco' del Código de Ordenanza de la Ciudad de Newburgh para cambiar el título del capítulo a "Tabaco y Marihuana", y para enmendar el Artículo II titulado 'Fumar al aire libre'".

Discussion Items/Temas de Discusión

19. Four Way STOP Sign at Renwick and South Lander Street
Señal de STOP de cuatro vías en Renwick y South Lander Street

Executive Session/ Sesión Ejecutiva

20. Proposed, pending, or current litigation
Litigacion propuesta, pendiente o actual

RESOLUTION NO.: 201 - 2021

OF

AUGUST 9, 2021

RESOLUTION SCHEDULING A PUBLIC HEARING FOR SEPTEMBER 13, 2021
TO HEAR PUBLIC COMMENT CONCERNING "A LOCAL LAW ENACTING
CHAPTER 287 TO THE CODE OF ORDINANCES OF THE CITY OF NEWBURGH
ENTITLED 'VEHICLES, OFF-ROAD'"

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 enacting Chapter 287 of the Code of Ordinances of the City of Newburgh entitled 'Vehicles, Off-Road'"; 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 13th day of September, 2021.

I, Katrina Cotten, Deputy 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 8/9/21 and that it is a true and correct copy of such original.

Witness my hand and seal of the City of Newburgh this 10th day of Aug 2021

Katrina Cotten
Deputy City Clerk

LOCAL LAW NO.: _____ - 2021

OF

_____, 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, or imprisonment not to exceed 15 days, or both.
- 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 if 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 on _____ and 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.

DRAFT

RESOLUTION NO.: _____ - 2021

OF

SEPTEMBER 13, 2021

**RESOLUTION AMENDING RESOLUTION NO: 282-2020, THE 2021 BUDGET FOR
THE CITY OF NEWBURGH, NEW YORK TO TRANSFER \$360,000.00
FROM APPROPRIATED FUND BALANCE
TO DPW – STREETS & BRIDGES – STREET PAVING**

WHEREAS, an amendment to the 2021 Budget is necessary to fund expenses related to additional approved street paving; 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:

	<u>Decrease</u>	<u>Increase</u>
A.0000.0599.1000.0000 Appropriated Fund Balance	<u>\$360,000.00</u>	
A.5110.0412 DPW – Streets & Bridges – Street Paving		<u>\$360,000.00</u>
TOTAL:	\$360,000.00	\$360,000.00

RESOLUTION NO.: _____ - 2021

OF

SEPTEMBER 13, 2021

**A RESOLUTION ACCEPTING A PROPOSAL AND AUTHORIZING
THE CITY MANAGER TO EXECUTE A CONTRACT WITH
RYAN BIGGS CLARK DAVIS ENGINEERING & SURVEYING, D.P.C.
FOR PROFESSIONAL ENGINEERING SERVICES
FOR A CONCRETE CONDITION ASSESSMENT OF
THE AERATION TANKS AT THE WASTEWATER TREATMENT PLANT
IN AN AMOUNT NOT TO EXCEED \$28,000.00**

WHEREAS, as the City of Newburgh continues to assess the existing conditions and plan for future improvement projects at the Wastewater Treatment Plant ("WWTP"), it is prudent to evaluate the condition of the 6 aeration tanks located at the WWTP; and

WHEREAS, the City solicited and received a proposal from Ryan Biggs Clark Davis Engineering & Surveying, D.P.C. for professional engineering services for a concrete condition assessment of the aeration tanks at the WWTP; and

WHEREAS, such engineering services shall include a complete a structural investigation and condition assessment of the aeration tanks through visual observation and non-destructive evaluation of the condition of the existing concrete tank structures and preparation of a report of findings and recommendations; and

WHEREAS, the cost of such proposal shall not exceed \$28,000.00 and the funds shall be derived from G.8130.0200; and

WHEREAS, this Council finds that entering into a contract with Ryan Biggs Clark Davis Engineering & Surveying, D.P.C. based on the foregoing 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 a contract with Ryan Biggs Clark Davis Engineering & Surveying, D.P.C., for professional engineering services for a concrete condition assessment of the aeration tanks at the City of Newburgh Wastewater Treatment Plant in an amount not to exceed \$28,000.00.

RESOLUTION NO.: _____ - 2021

OF

SEPTEMBER 13, 2021

**RESOLUTION AMENDING RESOLUTION NO: 282-2020, THE 2021 BUDGET FOR
THE CITY OF NEWBURGH, NEW YORK TO TRANSFER \$10,000.00 FROM
PLANNING AND DEVELOPMENT TO THE LAND USE BOARDS
FOR THE COST OF LEGAL NOTICES**

WHEREAS, an amendment to the 2021 Budget is necessary to fund expenses related to legal notices that the City's land use boards are required to publish in connection with applications submitted for review; 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:

	<u>Decrease</u>	<u>Increase</u>
A.8684.0101 Planning & Development – Salary	<u>\$10,000.00</u>	
A.8010.0462 Zoning Board – Legal Notices		\$2,000.00
A.8021.0462 Planning Board – Legal Notices		\$ 500.00
A.8041.0462 Architectural Review Commission – Legal Notices		<u>\$7,500.00</u>
TOTAL:	\$10,000.00	\$10,000.00

RESOLUTION NO.: _____ - 2021

OF

SEPTEMBER 13, 2021

**A RESOLUTION AUTHORIZING THE AWARD OF A BID
AND EXECUTION OF A CONTRACT WITH SHAMROCK SHOWS, INC.
FOR AMUSEMENT RIDES, ATTRACTIONS AND CONCESSIONS AT
THE CITY OF NEWBURGH ANNUAL INTERNATIONAL FESTIVAL**

WHEREAS, the City of Newburgh's Annual International Festival was held on Friday, September 3, 2021 through Monday, September 6, 2021, respectively, at the Delano-Hitch Recreation Park; and

WHEREAS, the City of Newburgh issued a Request for Proposals for Carnival Rides, Concessions and Amusements for the City of Newburgh's Annual International Festival; and

WHEREAS, one (1) proposal was duly received and opened; and

WHEREAS, Shamrock Shows, Inc. was the only bidder; and

WHEREAS, the City Council has determined it to be in the best interests of the City of Newburgh to enter into a contract with Shamrock Shows, Inc. provide Carnival Rides, Concessions and Amusements for the City of Newburgh's Annual International Festival;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the bid for Carnival Rides, Concessions and Amusements be and is hereby awarded to Shamrock Shows, Inc.; and

BE IT FURTHER RESOLVED, that the City Manager be and he is hereby authorized to execute and enter into a contract, in substantially the same form as attached hereto with such other terms and conditions as Corporation Counsel may require, on behalf of the City of Newburgh with Shamrock Shows, Inc.

REQUEST FOR PROPOSALS

RFP #14.21

CARNIVAL RIDES, CONCESSIONS AND AMUSEMENTS
FOR THE
32ND ANNUAL INTERNATIONAL FESTIVAL

Overview: The City of Newburgh, New York is seeking proposals from qualified carnival ride and amusement companies (hereinafter referred to as "Ride Company") to provide carnival rides, concessions and amusement services for the 32nd Annual International Festival. This year, the International Festival will be held over the Labor Day weekend at the Delano-Hitch Recreation Park on Washington Street in the City of Newburgh. With numerous vendors and live entertainment scheduled, this festival typically draws several thousand people over the weekend.

The 2021 festival runs for four (4) consecutive days from Friday, September 3, 2021 through Monday, September 6, 2021. The festival will kick off Friday, September 3, 2021 beginning at 5:00 P.M. (Eastern Time) and ending its operation at 10:00 P.M. on Labor Day, Monday, September 6, 2021.

1.0 GENERAL

- A. Taxes. The City of Newburgh is exempt from Federal Excise Taxes and the New York State Sales Tax.
- B. Iran Divestment Act. By submission of a Proposal in response to this solicitation or by assuming the responsibility of a contract awarded hereunder, Respondent (or any assignee hereinafter referred to as "Bidder" or "Vendor") certifies that it is not listed on the "Entities Determined To Be Non-Responsive Bidders/Offerors Pursuant to The New York State Iran Divestment Act of 2012" list ("Prohibited Entities List") posted on the OGS website at: <http://www.ogs.ny.gov/about/regs/docs/ListofEntities.pdf> and further certifies that it will not utilize on such contract any subcontractor that is identified on the Prohibited Entities List. Additionally, Respondent is advised that should it seek to renew or extend a contract awarded in response to the solicitation, it must provide the same certification at the time the contract is renewed or extended.

The City of Newburgh reserves the right to reject any Proposal from an entity that appears on the Prohibited Entities List prior to the award, assignment, renewal or extension of a contract, and to pursue a responsibility review with respect to any entity that is awarded a contract and appears on the Prohibited Entities list after contract award.

The signature on the Proposal Information Form will be considered certification that the Respondent is in compliance with all aspects of this regulation.

- C. Non-Collusion Bidding Affidavit. The City requires that a Non-Collusive Bidding

Affidavit be submitted with all bids pursuant to its authority according to the Section 103-d of the State of New York Finance Law. This Non-Collusive Bidding Affidavit, made part of the Proposer Information Form, must be executed in blue ink by the member, officer or employee of the Bidder who makes the final decision on prices and the amount quoted in the bid.

Bid rigging and other efforts to restrain competition and the making of false sworn statements in connection with the submission of bids are unlawful and may be subject to criminal prosecution. The person who signs the Affidavit should examine it carefully before signing and assure himself or herself that each statement is true and accurate, making diligent inquiry, as necessary, of all other persons employed by or associated with the Bidder with responsibilities for the preparation, approval or submission of the bid.

If a bid is submitted by a joint venture, each party to the venture must be identified in the bid documents, and a Non-Collusive Bidding Affidavit must be submitted separately on behalf of each party.

Failure to provide a Non-Collusive Bidding Affidavit in compliance with these instructions will result in disqualification of the bid.

2.0 SUBMISSION OF PROPOSALS

- A. Qualified individuals and/or Ride Companies shall submit their original Proposal, *plus one copy*, to City Comptroller, Janice Gaston City of Newburgh, 83 Broadway-4th Floor, Newburgh, New York, 12550, **on or before** 4:00 P.M., (*Eastern Time*), Thursday, August 26, 2021. Late submissions will not be accepted.
- B. Proposals shall be delivered to the City Comptrollers' office located in City Hall, 83 Broadway, 4th Floor, Newburgh, New York, 12550 by hand, mail or the other courier type services. Facsimile or electronic mail submittals will not be accepted.
- C. Proposals must be in a sealed envelope indicating both the company name and the words "**RFP for International Festival**" **clearly marked** on the outer envelope.
- D. The front cover of the Proposal shall clearly indicate firm name, address, telephone number(s), email address, if available, and the designated contact person's name.
- E. All signatures, with the exception of a Notary Public, must be signed in blue ink.
- F. Forms provided must be completed and submitted with Proposal in original form.
- G. Respondents shall submit one (1) original *plus one* (1) electronic copy of their Proposal to the City Comptroller as indicated in the aforementioned, *Section 2.A*.

3.0 CONTENTS OF PROPOSALS

Proposals must contain and indicate compliance of the following information which shall be outlined in the order read below:

- A. The Ride Company shall provide the City with a Proposal outlining the number and type of carnival rides, amusements and concessions to be provided during the 2021 International Festival.
- B. The Ride Company must secure and maintain all proper policies of insurance coverage, co-insuring the City of Newburgh, NY, in scope and amount satisfactory to City, and must be properly permitted by the Orange County Health Department and otherwise as required by law.
- C. The Ride Company shall provide amusements, concessions and carnival rides at no cost to the City of Newburgh.
- D. The Ride Company shall propose to pay the City of Newburgh a set percentage of their entire proceeds over the total and complete duration of the Festival in said Proposal.
- E. The Ride Company shall provide such amusements, concessions and carnival rides with their own source of power and electricity.
- F. The Ride Company shall provide a set number of advertising posters at no cost to the City which shall be distributed by the City of Newburgh. The Ride Company shall propose the set number of posters in said Proposal.
- G. The Ride Company must supply tickets at no cost to the City of Newburgh.
- H. The Ride Company shall be fully responsible to provide all personnel.
- I. The Ride Company shall be responsible for maintenance and cleanliness of the immediate concession and amusement ride areas at all times.
- J. The successful Ride Company **must** provide a written accounting of the daily proceeds earned to the designated City of Newburgh representative (*To Be Determined*) at the conclusion of festival operations **each and every evening**.
- K. The successful Ride Company shall pay the City of Newburgh *at the end of each festival evening* the amount due to the City based on the accounting of proceeds earned and on the percentage proposed and awarded there from.
- L. Completed forms signed in **blue ink** by an officer of the Ride Company as provided in this RFP on pages 6 and 7 - *Proposer Information Form* and *Non-Collusion Bidding Affidavit*. These two (2) original documents **must be included** in the original Proposal when submitted. Proposals shall be appropriately marked *original* and *copy* prior to submission.
- M. Failure to comply with any of the stipulations specified in this RFP shall remove the Ride Company from consideration of any or all future City of Newburgh events.

4.0 TIME OF PERFORMANCE

- A. Festival Setup and Tear-Down Period. The successful Ride Company must begin setup at the Newburgh Recreation designated field, no earlier than Wednesday, September 1, 2021 at 12:00 P.M. The successful Ride Company must have all equipment removed from said location no later than 12:00 P.M. on Wednesday, September 8, 2021.
- B. Hours of Festival Operations. The successful Ride Company must have all personnel, rides and concessions ready to operate on the first day no later than 5:00 P.M. (Eastern Time) on Friday, September 3, 2021 and shall cease operations promptly at 11:00 P.M. that night.

Ride Company is responsible for all personnel, rides and concessions ready for carnival operations commencing at 12:00 P.M. for each of the remaining days: Saturday, September 4, 2021; Sunday, September 5, 2021; and, Monday, September 6, 2021.

Ride Company shall cease operations promptly at 11:00 P.M. on Friday, September 3, 2021; Saturday, September 4, 2021; and, Sunday, September 5, 2021.

Ride Company shall cease operations at end of Festival on Monday, September 6, 2021 promptly at 10:00 P.M., unless otherwise directed by a City of Newburgh official or designated representative.

5.0 QUESTIONS

Questions regarding this Request for Proposal (RFP) must be submitted in writing electronically to the attention of City Comptroller Janice Gaston no later than 4:00 P.M., (Eastern Time), Thursday August 19, 2021 to: jgaston@cityofnewburgh-ny.gov

6.0 WITHDRAWAL OF PROPOSAL

Proposals shall not be withdrawn for a period of forty-five (45) days subsequent to the submission deadline without the consent of the City of Newburgh Comptroller.

7.0 RIGHT TO REJECT/AWARD PROPOSAL

The City of Newburgh reserves the right to reject any and all Proposals. Contract award may be subject to approval by the Council of the City of Newburgh.

“AN EQUAL OPPORTUNITY/AFFIRMATIVE ACTION EMPLOYER”

PROPOSER INFORMATION FORM

REQUEST FOR PROPOSALS

RFP #14.21

OPERATION OF CARNIVAL RIDES, CONCESSIONS AND AMUSEMENTS
FOR THE
32ND ANNUAL INTERNATIONAL FESTIVAL
CITY OF NEWBURGH, NEW YORK

I (We) hereby propose services for the operations of carnival rides, concessions and amusements for the City of Newburgh, New York as requested by the City in accordance with the RFP solicitation. By signing and submitting this Proposer Information Form for consideration by the City of Newburgh, I (We) acknowledge that I (We) have read, understand and agree to all aspects of the requirements of this RFP as presented without reservation or alteration.

COMPANY NAME _____

ADDRESS _____

PHONE NO. _____ FAX NO. _____

EMERGENCY TEL: _____ CONTACT: _____

EMAIL ADDRESS _____

TAX I.D. NUMBER _____

SUBMITTED BY _____
Signature in **BLUE Ink**

NAME/TITLE _____

DATED _____

BIDS RECEIVED WITHOUT NON-COLLUSION BIDDING AFFIDAVIT WILL NOT BE ACCEPTED

NON-COLLUSION BIDDING AFFIDAVIT

City of Newburgh, New York

STATE OF

)

)SS

COUNTY OF

)

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

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

I further warrant that no person or selling agency has been employed or retained to solicit or secure such
Contract upon an agreement or understanding for a commission, percentage, brokerage or contingent
fee, except bona fide employees or bona fide established commercial or selling agencies maintained by
_____. (Name of Agency)

Subscribed and sworn to by: _____
(Signature – in **Blue** Ink)

(Print or type name and title of individual that signed above)

Before me this _____ day
of _____, 20____

(Notary Public Signature)

Notary Public of _____

My commission expires _____ 20____

Affix Notary Stamp/Seal

THIS AFFIDAVIT MUST BE COMPLETED BY ALL BIDDERS

RESOLUTION NO.: _____ - 2021

OF

SEPTEMBER 13, 2021

**A RESOLUTION AUTHORIZING THE CITY MANATER TO ACCEPT A PROPOSAL
AND EXECUTE A CONTRACT IN THE AMOUNT OF \$9,925.00
WITH FIREWORKS EXTRAVAGANZA
TO PROVIDE FOR A FIREWORKS DISPLAY AT
THE CITY OF NEWBURGH ANNUAL INTERNATIONAL FESTIVAL**

WHEREAS, the City of Newburgh has received a proposal from Fireworks Extravaganza to provide a fireworks display on September 6, 2021 with a rain date of September 7, 2021 for the 2021 International Festival at a cost of \$9,925.00; and

WHEREAS, the City Council has determined that accepting the Fireworks Extravaganza proposal is the best interests of the City of Newburgh;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the City Manager is hereby authorized to accept the proposal and execute a contract in substantially the same form as annexed hereto with other provisions as Corporation Counsel may require, with Fireworks Extravaganza for a fireworks display at the 32nd Annual International Festival at a cost of \$9,925.00.

RESOLUTION NO.: _____ - 2021

OF

SEPTEMBER 13, 2021

**A RESOLUTION AUTHORIZING THE CITY MANAGER
TO ENTER INTO AGREEMENTS WITH VARIOUS PARTIES
TO PROVIDE PERFORMING ARTS AND RELATED SERVICES
IN CONNECTION WITH THE CITY OF NEWBURGH
ANNUAL INTERNATIONAL FESTIVAL**

WHEREAS, the City of Newburgh's Annual International Festival was held on Friday, September 3, 2021 through Monday, September 6, 2021, respectively, at the Delano-Hitch Recreation Park; and

WHEREAS, it is appropriate and necessary to authorize the City Manager to enter into agreements by which performing artists, production services and necessary equipment and facilities shall be provided; and

WHEREAS, there is funding available in Trust and Agency Account for the International Festival and in the 2021 City budget; and

WHEREAS, such agreements shall not exceed the funds in the Trust and Agency Account and the 2021 Budget; and

WHEREAS, this Council has determined that entering into agreements in connection with the 2021 Annual International Festival is in the best interests of the City of Newburgh and its residents;

NOW, THEREFORE, BE IT RESOLVED, that the Council of the City of Newburgh, New York hereby authorizes the City Manager to enter into agreements with terms and conditions as Corporation Counsel may require, with the performing artists and providers of related necessary services in connection with the 2021 Annual International Festival.

RESOLUTION NO.: _____ - 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

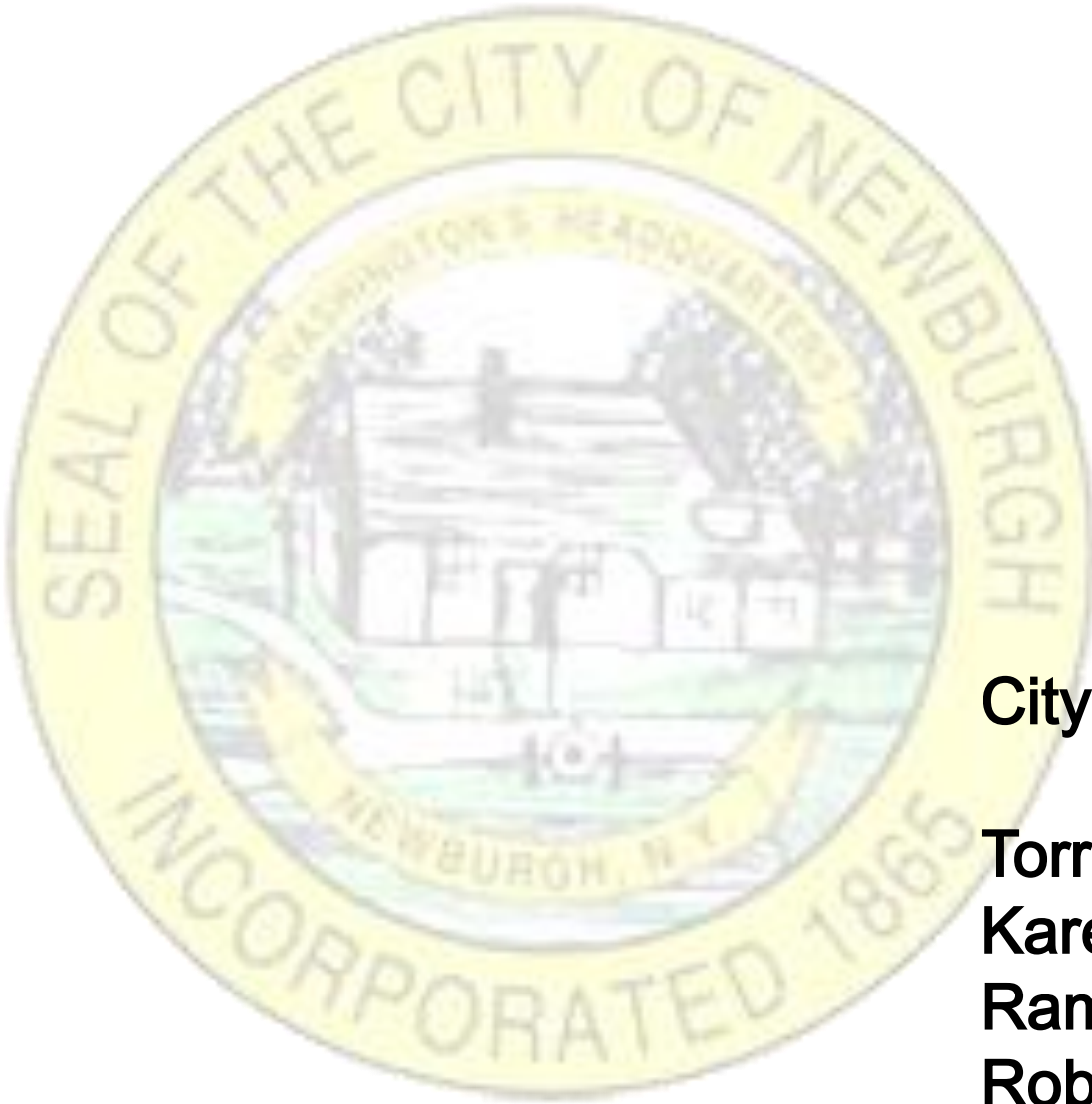
BE IT FURTHER RESOLVED, by the Council of the City of Newburgh, New York, that there is hereby scheduled a second public hearing to receive comments regarding the housing and community development needs of the City of Newburgh and to hear public comment on the City of Newburgh's one-year Annual Action 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.



Community Development Block Grant (“CDBG”) FY2022 Annual Action Plan

**Department of Planning &
Development
June, 2021**





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

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.



“CDBG” - Brief Primer



- 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.



Proposed FY2022 CDBG Projects/Funding

					% Project increase, if HUD allocation greater than proposed (approx.)	% Project decrease, if HUD allocation less than proposed (approx.)
Projects Funded through Entitlement Grant	Priority Need Addressed	Project Name	Proposed Activities (Examples)	Project Funding		
	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 Development 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		

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 Development 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

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 Development 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%

Project: Housing

Proposed Activities:

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



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.



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.



Proposed Infrastructure Improvements

Activity: Curb Ramp and Sidewalk Upgrades

Budget: \$300,000.00

Description:

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

Proposed Infrastructure Improvements

Activity: Public Facility Improvements

Budget: \$40,000.00

Description:

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

Proposed Economic Development Activity:

Business Assistance

Budget: \$75,000.00

Description:

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

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.



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.

FY2022 CDBG AAP Timeline



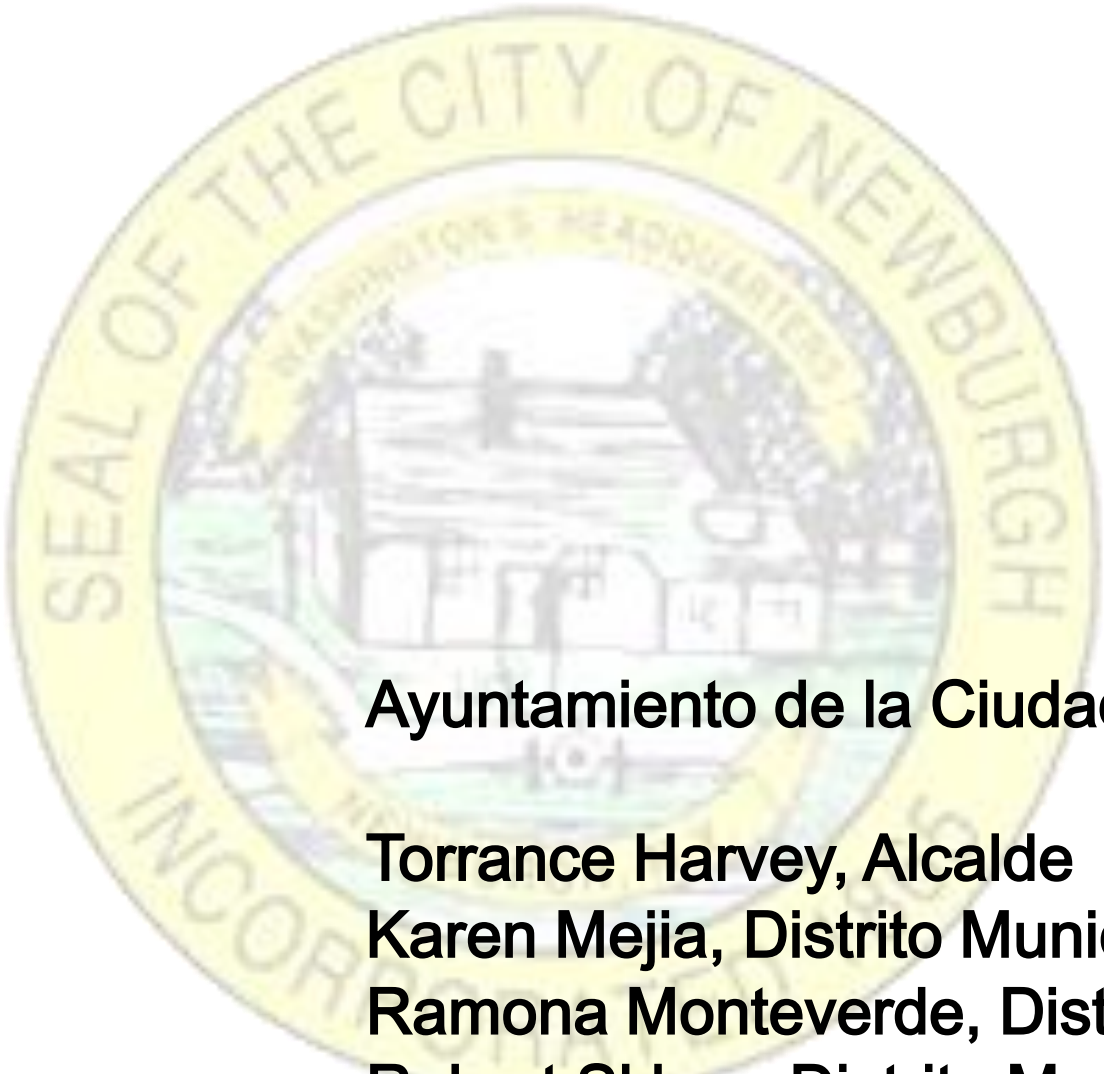
FY 2022 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROJECTS TIMELINE

The seal of the City of Newburgh is a circular emblem. The outer ring is yellow with the text "SEAL OF THE CITY OF NEWBURGH" at the top and "INCORPORATED 1808" at the bottom. The inner circle features a landscape with a river, a bridge, and a building, with the text "WASHINGTON'S HEADQUARTERS" above the building.

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**



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

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 valore 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.



“CDBG” – Breve Introducción



- 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.



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		

Financiación de Contingencia

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

				% de incremento del proyecto, si la adjudicación HUD es mayor a la propuesta (aprox.)
Necesidad Prioritaria Abordada				
Nombre del Proyecto				
Actividades Propuestas (Ejemplos)				
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 los 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 en 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 al Límite del 15% de la 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).	10%
	Administración	Administración	Administración del Programa, Salario y Beneficios del Personal, servicios de Traducción de Idioma, costes de Operación del programa (incluyendo correo), Programas de Entrenamientos/conferencia.	Sin incremento

Financiación de Contingencia

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

				% Disminución del proyecto, si la adjudicación HUD es menor a la propuesta (aprox.)
Proyectos Financiados a través de una Adjudicación de Subvención por Derecho (Entitlement)	Necesidad Prioritaria Abordada	Nombre del Proyecto	Actividades Propuestas (Ejemplos)	
	Vivienda	Vivienda	En-Efecto Programa de Propiedades: Para continuar financiando los salarios/beneficios de los empleados de la Ciudad de Newburgh. Además, financiar los materiales necesarios para el mantenimiento de propiedades en ejecución hipotecaria, como ser palas de nieve, recortadoras de hierba, cerraduras/llaves.	10%
	Vivienda	Vivienda	Programa de Asistencia de 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 de Personal.	10%
	Mejoramiento de la Calidad de Vida	Servicios en los Barrios	Actividades de Servicios Públicos, Sujeto al 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%

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)

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.

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.



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.

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.

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.

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.



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.

Línea del Tiempo del Año Fiscal-2022

CDBG - Plan Anual de Acción (AAP)



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

**FY2022 Annual Action Plan
Community Development Block Grant (CDBG)**

					% Project increase, if HUD allocation greater than proposed (approx.)	% Project decrease, if HUD allocation less than proposed (approx.)
Projects Funded through Entitlement Grant	Priority Need Addressed	Project Name	Proposed Activities (Examples)	Project Funding		
	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 Development 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		

RESOLUTION NO.: _____ - 2021

OF

SEPTEMBER 13, 2021

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER
INTO A LICENSE AGREEMENT WITH
THE GREATER NEWBURGH PARKS CONSERVANCY, INC.
TO ALLOW USE AND ACCESS TO CITY-OWNED PROPERTY SITES
FOR A SEASONAL PLANTING PROJECT**

WHEREAS, the Greater Newburgh Parks Conservancy, Inc. proposes a seasonal planting project at a number of City-owned parks, open spaces and properties; and

WHEREAS, the proposed project envisions planting perennial flowers and bulbs where appropriate and as locations and budget allow and will develop planting plans in close coordination with community stakeholders through community engagement events and surveys; and

WHEREAS, access to the City-owned parks, open-spaces and properties requires the parties to execute a license agreement, a copy of which is attached hereto and made a part of this resolution; and

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

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to enter into the attached license agreement with the Greater Newburgh Parks Conservancy, Inc. to allow use and access to City-owned property sites for a seasonal planting project.

LICENSE AGREEMENT

THIS LICENSE AGREEMENT, dated as of _____, 2021, by and between:

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

GREATER NEWBURGH PARKS CONSERVANCY, INC. a New York not-for-profit corporation with an address of 28 Bay View Terrace, Newburgh New York 12550 (“Licensee”).

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

WHEREAS, the Licensee has requested access to the Property for the purpose of installing seasonally appropriate plantings; and

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

Section 1. Grant of License. The City hereby represents that it owns the Property, and that it has duly authorized this License Agreement. The City hereby grants Licensee a revocable license for Licensee and Licensee’s employees, apprentices, volunteers, agents, invited guests, and contractors, upon the conditions hereinafter stated, the license or privilege of entering upon the Property, and taking thereupon such equipment, tools, machinery and other materials as may be necessary, for the purpose of installing seasonally appropriate plantings.

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

- A. Entry to the Property is limited to the use and access necessary to conducting a seasonal planting project administered by the Licensee. In addition to Property access, Licensee shall be permitted to install seasonally appropriate plantings. Licensee shall perform its planting project in such manner as will comply fully with the provisions of any laws, ordinances or other lawful authority, in the sole discretion of the City. Licensee may perform maintenance and clean-up in and around the Property as approved by the Licensor and as related to the planting project.
- B. Licensee shall submit a planting plan to the City Manager or his designee for review and approval at least 2 weeks prior to commencing any activities related to the planting project. Planting location plans shall include, but are not limited to, the dates, times, and exact locations of the plantings; the types of plantings to be installed; the methods, tools, and equipment to be used to install the plantings; and maintenance plan.
- C. Licensee shall call 811 for a utility markout before commencing any planting activities and shall wait the required time before any land disturbance activities take place.

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

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

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

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

2. Property Damage Insurance in an amount not less than \$50,000.00 for damage on account of all occurrences. The Licensee shall furnish the above insurance to the City and shall also name the City as an additional named insured in said policies. Such insurance shall be maintained in force during the entire term of this License Agreement.

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

Section 4. Damages. The relation of the Licensee to the City as to the work to be performed by it under this agreement shall be that of an independent contractor. As an independent contractor, it will be responsible for all damage, loss or injury to persons or property that may arise in or be incurred during the conduct and progress of said performances arising out of the negligent performance, other than those wholly caused by Acts of God or hidden defects under the City's or a previous licensee's prior care. The Licensee shall make good any damages that may occur in consequence of the performances or any part of it. The Licensee shall assume blame, loss and responsibility of any nature to the extent of the Licensee's neglect or violation of any federal, state, county or local laws, regulations or ordinances applicable to the Licensee and/or the nature of its performance or arising out of its activities licensed hereby. Licensee will not be liable for damages in excess of Licensee's insurance coverage per occurrence, except such limitations will not apply to claims based on Licensee's intentional breach of this agreement or willful misconduct.

Section 5. Defense and Indemnity. Licensee shall defend, indemnify and hold the City harmless against any and all claims, actions, proceedings, and lawsuits arising out of or relating to the access and use of the Property under this License Agreement, excepting gross negligence, intentional breach of this agreement or misconduct by the Licensor.

Section 6. Term of License. The license or privilege hereby given shall commence upon the signing of this License Agreement and shall expire without further notice to either party to the other at 11:59 p.m. on November 1, 2023 (“Expiration Date”), subject to Section 8 below. The license may be renewed thereafter by the mutual consent of both parties on such terms and conditions as the parties shall agree at that time.

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

Section 8. Termination of License. Either party may terminate this license prior to the Expiration Date, with or without cause, on at least thirty (30) days prior written notice to the other party. Upon termination by either party, Licensee shall not be entitled to reimbursement of any of its costs, and Licensee and its agents, employees and contractors will restore of the property to a clean and orderly state and in substantially the same condition as existed prior to the granting of this License.

The City may terminate this license agreement by ten (10) days’ written notice when and if in its sole judgment it deems such termination is necessary by operation of law in the City’s sole reasonable discretion.

Section 9. Notices. Notices shall be in writing and shall be deemed properly served when deposited with the United States Postal Service, as certified mail, return receipt requested, bearing adequate postage or being deposited with a reputable overnight courier service for guaranteed next business day delivery and addressed as follows:

a. If to Licensor:

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

With a copy to

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

b. If to Licensee:
Greater Newburgh Parks Conservancy, Inc.
attn: _____
28 Bay View Terrace
Newburgh, New York 12550

Section 10. New York Law. This License Agreement shall be construed under New York law and any and all proceedings brought by either party arising out of or related to this License shall be brought in the New York Supreme Court, Orange County.

Section 11. Modification of License Agreement. This License Agreement may not be modified except by a writing subscribed by both parties to this Agreement.

Section 12. No Vested Right. It is understood and agreed that no vested right in said premises is hereby granted or conveyed from either party to the other, and that the privileges hereby given are subject to any and all encumbrances, conditions, restrictions and reservations upon or under which the parties held said premises prior to the granting of this License.

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Signature Page

License Agreement: City of Newburgh / Greater Newburgh Parks Conservancy, Inc.

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

WITNESSETH:

THE CITY OF NEWBURGH
LICENSOR

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

GREATER NEWBURGH PARKS CONSERVANCY, INC.
LICENSEE

By: _____

Approved as to form:

MICHELLE KELSON, Corporation Counsel

JANICE GASTON, City Comptroller

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

Schedule A – Property List

SCHEDULE "A"

Serial	Name	Address	SBL	Area (acre)	Owner
		Parks and Open Spaces			
1.	1st Street Fishing Pier	1st St.	Right-of-way	0.1123	City of Newburgh
2.	See 23.f				
3.	Delano-Hitch Recreation Park	401 Washington St.	34-4-1.22	27.1102	City of Newburgh
4.	Audrey Carey Park	251 Liberty St.	18-8-1.2	0.5957	City of Newburgh
5.	Downing Vaux Park	1 Broadway	31-4-54	0.4602	City of Newburgh
6.	See 23.b				
7., 8.	See 3.				
9.	Desmond Tennis Courts	385 South St.	16-2-1	0.3236	City of Newburgh
10.	Downing Park East	123 Carpenter Ave.	17-9-1	15.4165	City of Newburgh
10.	Downing Park West	123 Carpenter Ave.	17-10-1	15.4668	City of Newburgh
10.	Downing Park Green Houses	207 Carpenter Ave.	17-5-6	1.8863	City of Newburgh
11.	Gidney Ave Basketball Courts	14 Gidney Ave.	11-4-34.1	0.6612	City of Newburgh
12.	Hasbrouck Street Park	10 Hasbrouck St.	38-3-35.1	0.2247	City of Newburgh
13.	Newburgh Boat Launch	144 S Water St.	37-4-4	2.0755	City of Newburgh
14.	Unico Park & Newburgh Landing	70 Front St.	51-1-3	2.0755	City of Newburgh
15.	People's Park	1 Washington St.	40-3-3	7.4022	City of Newburgh
17.	Schleiermacher Park	4 West St.	33-6-1.1	0.8662	City of Newburgh
18.	South Street Park	180 Water St.	12-6-5.2	0.7653	City of Newburgh
19.	Tyrone Crabb Park	210 Grand St.	12-2-6	0.7657	City of Newburgh
20.	See 14.				
21.	Ward Brothers Memorial	2 Renwick St.	49-1-5.1-1	11.0166	City of Newburgh
	Rowing Park	2 Renwick St.	49-1-5.1-2	-	City of Newburgh
22.	Xavier Lunan Park	66 Courtney Ave.	48-2-22.2	0.1691	City of Newburgh
		Triangle Parks			
23.a	Cerone Drive Triangle	37 Cerone Pl.	42-2-6.121	0.1037	City of Newburgh
23.b, 6.	Clinton Square	374 Third St.	16-7-1	0.2028	City of Newburgh
23.c	Dupont Broadway Triangle	562 Broadway	26-1-43	0.0198	City of Newburgh
23.d	Forsyth Place Triangle	38 Forsythe Pl.	9-3-1	0.0976	City of Newburgh
23. e	Leroy Pl. & Liberty St. Park	Leroy Pl + Liberty St.	4-10-1	0.0812	City of Newburgh
23.f, 2.	Vietnam Memorial Park	Liberty St + Leroy Pl.	4-4-1	0.2817	City of Newburgh
23.g	Montgomery Street Triangle	367 Water St.	9-5-1.11	0.0631	City of Newburgh
23.h	North Street Triangle	N Plank Rd & North St.	3-5-1	0.2223	City of Newburgh
23.i	Park Place Park	Park Place	Right-of-way	0.8181	City of Newburgh
23.j	Thompson Street Triangle	South St & Pierce Rd S	13-3-1.1	0.0532	City of Newburgh
		Public Open Spaces			
24.a	Bay View Terrace Open Space	Bay View Ter.	49-1-1	2.0159	City of Newburgh
24.a	Bay View Terrace Open Space	Bay View Ter.	49-1-8	0.2563	City of Newburgh
24.a	Bay View Terrace Open Space	Bay View Ter.	49-1-9	0.0779	City of Newburgh
24.a	Bay View Terrace Open Space	Bay View Ter.	49-1-10	0.0799	City of Newburgh
24.a	Bay View Terrace Open Space	Bay View Ter.	49-1-18.11	0.0483	City of Newburgh
24.a	Bay View Terrace Open Space	Bay View Ter.	49-1-18.12	0.5383	City of Newburgh
24.a	Bay View Terrace Open Space	Bay View Ter.	49-1-18.2	0.3430	City of Newburgh
24.a	Bay View Terrace Open Space	Bay View Ter.	49-1-18.3	0.1628	City of Newburgh
24.a	Bay View Terrace Open Space	Bay View Ter.	49-1-20	0.0210	City of Newburgh
24.a	Bay View Terrace Open Space	Bay View Ter.	49-1-21	0.0265	City of Newburgh
24.a	Bay View Terrace Open Space	Bay View Ter.	49-1-23	0.0489	City of Newburgh
24.b	Crystal Lake	60 Temple Ave.	41-2-11.2	19.7913	City of Newburgh
24.c	Marne Ave Water Storage Tank	283 Carpenter Ave.	7-2-2	4.6379	City of Newburgh
24.d	Muchattoes Lake	136 Lake St Rear	33-7-29.2	7.0386	City of Newburgh
24.d	Muchattoes Lake	192 Lake St.	42-2-8	3.3415	City of Newburgh
24.e	Quassaick Creek Open Space	Dickson St.	43-1-35	1.7019	City of Newburgh
24.f	See 17.				
24.g	West Street Open Space	48 Orchard St.	14-3-54.2	6.4824	City of Newburgh
		Other Locations			
25.1	City Hall	83 Broadway	37-1-3	0.2676	City of Newburgh
25.2	Newburgh Heritage Center	123 Grand St.	24-1-1	0.6188	City of Newburgh
25.2	Newburgh Heritage Center	125 Grand St.	24-1-2	0.3599	City of Newburgh
25.3	Police Department	55 Broadway	37-2-4	2.0885	City of Newburgh
25.4	Fire Department	55 Broadway	37-2-4	-	City of Newburgh

RESOLUTION NO.: _____ - 2021

OF

SEPTEMBER 13, 2021

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO
A LICENSE AGREEMENT WITH CHOICE FILMS, INC.
FOR USE AND OCCUPANCY OF 104 SOUTH LANDER STREET
(SECTION 48, BLOCK 2, LOT 25) FOR FILM PRODUCTION OFFICE SPACE**

WHEREAS, Choice Films, Inc. has submitted an application for a film permit in connection with the production of a Hallmark holiday movie entitled “Duet”;

WHEREAS, in addition to filming activities at various locations within the City of Newburgh, Choice Films, Inc. has requested the use and occupancy of City-owned property located at 104 South Lander Street, and more particularly identified as Section 48, Block 2, Lot 25 on the official Tax Map of the City of Newburgh (the “Property”); and

WHEREAS, the request for the use and occupancy of the Property requires a license agreement, a copy of which is attached hereto and made a part of this resolution; and

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

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to enter into the attached license agreement with the Choice Films, Inc. to allow use and occupancy of City-owned property located at 104 South Lander Street (Section 48, Block 2, Lot 25) for film production office space in connection with a film permit.

LICENSE AGREEMENT

THIS LICENSE AGREEMENT, dated as of _____, 2021, by and between:

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

CHOICE FILMS, INC. a for-profit corporation with an address of 9 Scobie Drive, Newburgh, New York 12550 ("Licensee").

WHEREAS, the City is the owner of the property located at 104 South Lander Street in the City of Newburgh, and more accurately described as Section 48, Block 2, Lot 25 on the official tax map of the City of Newburgh (hereinafter referred to as "the Property"); and

WHEREAS, the Licensee has requested use and occupancy of the Property for film production office space in connection with a film permit;

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

Section 1. Grant of License. The City hereby represents that it owns the Property, located at 104 South Lander Street in the City of Newburgh, and more accurately described as Section 48, Block 2, Lot 25 on the official tax map of the City of Newburgh, and that it has duly authorized this License Agreement. The City hereby grants Licensee a revocable license for Licensee and Licensee's employees, volunteers, agents and contractors, upon the conditions hereinafter stated, the license or privilege of entering upon the Property, for the purpose of establishing a fixed office for the conduct of its business operations in connection with a film permit submitted to the City of Newburgh and attached hereto as **Exhibit A**.

Section 2. Use and Occupancy of the Property. Entry to the Property is limited to the use of the of the building and occupancy necessary to complete the film production described in the film permit submitted to the City of Newburgh and attached hereto as **Exhibit A**. Licensee shall use and occupy the Premises in a careful, safe and proper manner, and shall not occupy or use said premises or permit the same to be occupied or used for any purpose or business which is unlawful and shall comply with all lawful requirements of all current laws, ordinances, rules and regulations of all governmental authorities pertaining to the use and occupancy of the Premises. Licensee may provide office furniture and equipment necessary and proper for the intended use of the Premises which shall be removed upon the termination of this Agreement. Prior to the expiration of the license, Licensee shall remove all materials related to the film production and shall restore the Property to a clean and orderly state and in substantially the same condition as existed prior to the granting of this license. Licensor shall be responsible to provide utility service during the term of this License Agreement which costs are included in the License Fee as provided in Section 4 of this License Agreement.

Section 3. Insurance. The Licensee shall not enter the Property or commence or perform work under this License Agreement until it has obtained all insurance required under this Section 3 and such insurance has been approved by the City.

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

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

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

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

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

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

Section 4. Fees, costs and expenses. Licensee shall pay to Licensor, as and for a fee for the use and occupancy of the Property during the period of this agreement, \$6,100.00 per month, which shall be prorated for the months of September and November in accordance with the License term set forth in Section 7, for a total License Fee in the amount of \$14,233.33, payable as follows:

- A. \$3,050.00 due upon execution of this Agreement;
- B. \$6,100.00 due on or before October 1, 2021; and
- C. \$5,083.33 due on or before November 1, 2021.

It is expressly understood that Licensee will be responsible for all costs and expenses related to the film production.

Section 5. Damages. The relation of the Licensee to the City as to the work to be performed by it under this agreement shall be that of an independent contractor. As an independent contractor, it will be responsible for all damage, loss or injury to persons or property that may arise in or be incurred during the conduct and progress of said performances arising out of the negligent performance, other than those wholly caused by Acts of God. The Licensee shall make good any damages that may occur in consequence of the performances or any part of it. The Licensee shall assume all blame, loss and responsibility of any nature by reason of the Licensee's neglect or violation of any federal, state, county or local laws, regulations or ordinances applicable to the Licensee and/or the nature of its performance or arising out of its activities licensed hereby.

Section 6. Defense and Indemnity. Licensee shall defend, indemnify and hold the City harmless against any and all claims, actions, proceedings, and lawsuits arising out of or relating to the access and use of the Property under this License Agreement, excepting gross negligence or misconduct by the City.

Section 7. Term of License. The license or privilege hereby given shall commence September 15, 2021 and shall expire without further notice to either party to the other at 11:59 p.m. on November 25, 2021 ("Expiration Date"), subject to Section 9 below. The license may be renewed thereafter by the mutual consent of both parties on such terms and conditions as the parties shall agree at that time.

Section 8. Assignment of License; No Sub-Licensing. This License may not be assigned or sub-let to any other party.

Section 9. Termination of License. Either party may terminate this License prior to the Expiration Date without cause on at least seven (7) days prior written notice to the other party. In the event of termination without cause by either party, Licensee shall receive a refund of any license fees paid by the Licensor in an amount prorated to the unexpired portion of the term. Licensor may terminate this License with cause by first providing a written notice to cure, with a list of deficiencies and curative instructions. Licensee shall then have ten (10) days from the date of the notice to cure to remedy all of the deficiencies listed in the notice and provide proof of same to the Licensor. Licensor retains the sole right to determine whether any deficiencies have been satisfactorily cured. Should Licensee fail to completely cure all deficiencies listed in the notice, this License shall terminate with no further notice to either party, and Licensor shall be entitled to keep any and all sums collected to the date of License termination.

Section 10. Security Deposit. In addition to the License Fee in Section 4, Licensee shall deposit an amount of four thousand and 00/100 dollars (\$4,000.00) to be held as security by the Licensor ("Security Deposit"). This Security Deposit is security that Licensee will comply with all of the terms of this License, and to restore the Property to a clean and orderly state in substantially the same condition as existed prior to the granting of this License.

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

Section 12. Notices. Notices shall be in writing and shall be deemed properly served when deposited with the United States Postal Service, as certified mail, return receipt requested, bearing adequate postage or being deposited with a reputable overnight courier service for guaranteed next business day delivery and addressed as follows:

a. If to Licensor:

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

With a copy to:

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

b. If to Licensee:

Choice Films, Inc.
attn: _____
9 Scobie Drive
Newburgh, New York 12550

Section 13. Modification of License Agreement. This License Agreement may not be modified except by a writing subscribed by both parties to this Agreement.

Section 14. No Vested Right. It is understood and agreed that no vested right in said premises is hereby granted or conveyed from either party to the other, and that the privileges hereby given are subject to any and all encumbrances, conditions, restrictions and reservations upon or under which the parties held said premises prior to the granting of this License.

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Signature Page

License Agreement: City of Newburgh / Choice Films, Inc.

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

WITNESSETH:

THE CITY OF NEWBURGH
LICENSOR

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

CHOICE FILMS, INC.
LICENSEE

By: _____

Approved as to form:

MICHELLE KELSON, Corporation Counsel

JANICE GASTON, City Comptroller

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

Exhibit A – Film Permit

RESOLUTION NO.: _____ - 2021

OF

SEPTEMBER 13, 2021

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO
A LICENSE AGREEMENT WITH VINCENT CIANNI,
D/B/A VINCENT CIANNI PHOTOGRAPHY, TO ALLOW USE AND ACCESS TO
THE DELANO-HITCH RECREATION PARK
FOR A NEWBURGH COMMUNITY PHOTO PROJECT**

WHEREAS, the Newburgh Community Photo Project (the “NCPP”) plans to produce a public art project involving photographs and text revealing the history of Black life in the City of Newburgh up to and including the Urban Renewal period of the 1960s and 1970s as the first part of three-year project that will include in-depth investigations into Urban Renewal and its aftermath as well as more recent histories/narratives including Latinx and immigrant populations; and

WHEREAS, the photographs and text will be displayed in and around the Delano-Hitch Recreation Park where they can be vividly seen and can contribute to raising awareness of the history of Black life in the City of Newburgh; and

WHEREAS, the NCPP proposes the installations on the exterior fencing of the Delano-Hitch Recreation park along Robinson Avenue, Washington Street and South William Street and interior fencing in and around the Delano-Hitch Stadium; and

WHEREAS, the proposed art installation requires a license agreement, a copy of which is attached hereto and made a part of this resolution; and

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

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to enter into the attached license agreement with Vincent Cianni, d/b/a Vincent Cianni Photography to allow access to City-owned property known as the Delano-Hitch Recreation Park, 401 Washington Street, Section 34, Block 4, Lot 1.22, for the purpose of installing and displaying an art exhibit for public viewing.

LICENSE AGREEMENT

This license agreement ("Agreement"), made this _____ day of _____, 2021 by and between the CITY OF NEWBURGH, a municipal corporation organized and existing under the laws of the State of New York with offices at 83 Broadway, City Hall, Newburgh, New York 12550 ("LICENSOR") and VINCENT CIANNI, d/b/a VINCENT CIANNI PHOTOGRAPHY, a private business organization having an address at 10 Galloway Avenue, Newburgh, New York 12550 ("LICENSEE");

WITNESSETH:

WHEREAS, Licensee desires the license or privilege of gaining access to the premises known as the Delano-Hitch Recreation Park, 401 Washington Street, Section 34, Block 4, Lot 1.22 on the tax map of the City of Newburgh ("Premises"), of Licensor on behalf of itself and its employees, agents and contractors; and

WHEREAS, Licensee desires to install photographs and text banners reflecting City of Newburgh history on the Premises in a manner that reveals the history of Black life in the City of Newburgh up to and including the Urban Renewal period of the 1960s and 1970s; and

WHEREAS, Licensee desires to install said photographs and banners on the fencing along the perimeter of the Premises and specific interior locations within the Premises; and

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

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and conditions hereinafter contained, it is hereby agreed as follows:

Section 1. Grant of License:

- A. Licensor hereby gives to Licensee and Licensee's employees, agents and subcontractors, upon the conditions hereinafter stated, the license or privilege of entering upon the Premises, for the purpose of installing photographs and banners depicting and describing the history of Black life in the City of Newburgh up to and including the Urban Renewal period of the 1960s and 1970s on the Premises.
- B. Said photographs and banners shall be installed only on the fencing of the perimeter of the Premises along Robinson Avenue, South William Street, and Washington Street, from the southwest corner of Robinson Avenue and continuing west to the Delano-Hitch Stadium and in certain interior locations identified in Exhibit "A" to this Agreement and in no other areas of the Premises.

- C. Said photographs and banners shall be made of material which will withstand weather conditions and be water and UV resistant. Said photographs and banners shall be affixed to the fencing and other interior locations with grommets and other materials to facilitate hanging and removal.
- D. Licensee shall maintain the photographs and banners in a neat, publicly presentable, and artistic fashion for the period of time they are installed at the Premises.
- E. Prior to the conclusion of the License term as set forth in Section 7, below, Licensee shall restore the Premises to a clean and orderly state and in the same condition as existed prior to the granting of this License. This term includes, but is not limited to: the complete removal of any photographs and banners and the complete removal of any materials used to affix the photographs or banners to the fencing or other interior location.
- F. At its sole cost and expense, Licensee shall apply for, and receive, if required, a Sign Permit from the Department of Code Compliance consistent with Chapter 250 of the City Code of Ordinances prior to commencement of any work on the Premises.

Section 2. Access: Licensee agrees to do such work and perform such tasks in such manner as will comply fully with the provisions of any laws, ordinances or other lawful authority, obtaining any and all permits required thereby. Licensee agrees to give Licenser no less than twenty-four (24) hours advance notice of its intention to enter upon the subject property and to perform the subject work.

Section 3. License Fee: Licensee shall not be required to pay any fees pursuant to this Agreement.

Section 4. Insurance: Licensee shall neither commence work nor perform work nor operate machinery under this Agreement until it has obtained all insurances required under this Section 4 and such insurance has been approved by the City.

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

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

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

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

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

C. Licensee may retain certain employees, agents, subcontractors and consultants to perform the subject work. In the contract by which Licensee retains such agents, Licensee and such agents shall provide and maintain insurances as required by this Section 4 and name Licensor as additional insured under insurance coverage concerning Licensee's performance of the work referenced herein.

Section 5. Damages: The relation of the Licensee to the City as to the work to be performed by it under this Agreement shall be that of an independent contractor. As an independent contractor, it will be responsible for all damage, loss or injury to persons or property that may arise in or be incurred during the conduct and progress of said performances arising out of the negligent performance, other than those wholly caused by Acts of God. Licensee shall make good any damages that may occur in consequence of the performances or any part of it. Licensee shall assume all blame, loss and responsibility of any nature by reason of Licensee's neglect or violation of any federal, state, county or local laws, regulations or ordinances applicable to the Licensee and/or the nature of its performance or arising out of its activities licensed hereby.

Section 6. Defense and Indemnity: Licensee shall defend, indemnify and hold the City harmless against any and all claims, actions, proceedings, and lawsuits arising out of or relating to the access and use of the Premises under this Agreement, excepting gross negligence or misconduct by the City.

Section 7. Term of License: The License hereby given shall expire and terminate on September 30, 2026 ("Expiration Date") unless earlier terminated by either party as provided in Section 9 of this Agreement. The term of this Agreement may be extended by mutual agreement of the parties in writing subscribed by the parties to this Agreement. Prior to the Expiration Date, Licensee and its agents, employees and contractors, shall restore the Premises to a clean and orderly state and in the same condition as existed prior to the granting of this License and in accordance with Section 1, above, normal wear and tear excepted.

Section 8. Assignment of License; No Sub-Licensing: This Agreement may not be assigned or sub-let to any other party.

Section 9. Termination of License: Either party may terminate this license prior to the expiration of the term specified in paragraph 7, with or without cause, on at least thirty (30) days prior written notice to the other party. Upon termination by either party, Licensee shall not be entitled to reimbursement of any of its costs, and Licensee and its agents, employees and contractors will restore of the property to a clean and orderly state and in substantially the same condition as existed prior to the granting of this license. The City may terminate this license agreement by ten (10) days' written notice when and if in its sole judgment it deems such termination is necessary in the City's sole reasonable discretion.

Section 10. New York Law: This Agreement shall be construed under New York law and any and all proceedings brought by either party arising out of or related to this License shall be brought in the New York Supreme Court, Orange County.

Section 11. Modification of License Agreement: This Agreement may not be modified except by a writing subscribed by both parties to this Agreement.

Section 12. No Vested Rights: It is understood and agreed that no vested right in said Premises is hereby granted or conveyed from either party to the other, and that the privileges hereby given are subject to any and all encumbrances, conditions, restrictions and reservations upon or under which the parties held said premises prior to the granting of this license.

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[Signature Page to Follow]

Signature Page

License Agreement, Delano-Hitch Recreation Park, 401 Washington Street, Section 34, Block 4,
Lot 1.22, City of Newburgh / Vincent Cianni, d/b/a Vincent Cianni Photography

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

CITY OF NEWBURGH
LICENSOR

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

VINCENT CIANNI
d/b/a VINCENT CIANNI PHOTOGRAPHY
LICENSEE

By: _____
Name: Vincent Cianni

Approved as to form:

MICHELLE KELSON
Corporation Counsel

JANICE GASTON
City Comptroller

Interior Locations



RESOLUTION NO.: _____ - 2021

OF

SEPTEMBER 13, 2021

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO APPLY FOR
AND ACCEPT IF AWARDED A DOWNTOWN REVITALIZATION INITIATIVE GRANT
IN AN AMOUNT NOT TO EXCEED \$20,000,000.00**

WHEREAS, New York State's Downtown Revitalization Initiative (DRI), a cornerstone of the State's economic development program, transforms downtown neighborhoods into vibrant centers that offer a high quality of life and are magnets for redevelopment, business, job creation, and economic and housing diversity reflecting compact, walkable downtowns that are a key ingredient to helping New York State rebuild its economy from the effects of the COVID-19 pandemic, as well as to achieving the State's bold climate goals by promoting the use of public transit and reducing dependence on private vehicles; and

WHEREAS, in its fifth year, the program will invest \$200 million in up to 20 additional downtowns statewide in which participating communities will be nominated by the state's ten Regional Economic Development Councils (REDCs) based on the downtown's potential for transformation and within each region, the REDC will nominate either two downtowns to receive \$10 million each or one downtown to receive an award of \$20 million to develop a downtown strategic investment plan and implement key catalytic projects that advance the community's vision for revitalization; and

WHEREAS, the City of Newburgh is a qualified applicant for the DRI program; and

WHEREAS, this Council finds that applying for and accepting funding from the DRI is in the best interests of the City of Newburgh and its further development;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and he is hereby authorized to apply for and accept if awarded a New York State grant in an amount not to exceed \$20,000,000.00; and that the City Manager is authorized to execute all such contracts and documentation and take such further actions as may be appropriate and necessary to accept such grant and administer the program funded thereby.

Newburgh DRI 2021

Vision for Downtown

NEWBURGH'S MOMENT IS NOW. A decade of incremental steps has positioned Newburgh to become the thriving economic engine it has the capacity to be. As people increasingly rediscover Newburgh beyond its Restaurant Row on the Hudson River Waterfront, the public and private investments along the Liberty Street and Broadway Corridors have strengthened tourism and recreation; encouraging clusters of new retail shops and small businesses to take root; and celebrate a vibrant arts community, fostering economic connectivity to greater opportunity and growth.

The City envisions building on its successes through the DRI to advance equitable development promoting development without displacement and harnessing the City's untapped potential by accelerating growth in its emergent tourism, film making, performing arts, food and beverage, hospitality and artisan manufacturing sectors. By actualize this vision through an integrated strategy that prioritizes investments in infrastructure, transportation, housing and commerce promoting the City's physical, social and economic connectivity, people of all races, ages, and income levels will move around the city easily and find what they need for health, employment, recreation and community-building. The strategy will directly address the negative legacy of urban renewal that physically, economically and socially disconnected the City's waterfront from its historic downtown and commercial corridors in order to finally unleash its full economic potential. DRI funding and technical assistance will be the impetus to translate a decade of visioning and planning exercises into actual implementation through tangible investments that reconnect, reframe, and reinvest in the City's Waterfront and Downtown core as a catalyst for growth and shared prosperity.

A VISION WITHIN REACH: Downtown Newburgh will be the hub of the City's civic, cultural and economic life, a constant buzz of activity leveraging its unique Waterfront Gateway, historic, and geographic assets to create a lively, ethnically diverse, mixed income and mixed-use community that benefits existing residents while diversifying and growing the City's fiscal base. Focused investments in transit-oriented development along the Downtown Corridor will stimulate the City's evolving hospitality, tourism, artisan manufacturing, and filmmaking industries. By transforming Broadway into a tree-lined, pedestrian-friendly boulevard with dedicated public transit and bicycling lanes, Downtown will attract waterfront visitors up the hill, creating a market-changing dynamic that enhances the City's vitality. A reconstructed Newburgh Landing will facilitate a reconnection to the region, enabling visitors and residents alike to more directly access waterfront transportation for commuting, tourism and recreation. Streetscape and green infrastructure improvements, including the restoration and preservation of significant public spaces such as Vaux Park, Clinton Square, and pedestrian paths to the waterfront further promote intermodal transportation and walkability, improving neighborhood health outcomes and quality of life. A compact, and well-structured cityscape features a variety of mixed income, mixed-use housing options, including live/work units, to attract new retail and commercial activity. And finally, a new, centrally-located municipal building in the heart of the Downtown Corridor will collocate city services to anchor civic life improving the quality and accessibility of municipal services.

Justification

NEWBURGH IS READY. In 2013, the City of Newburgh was identified as an Opportunity Area community and a distressed city targeted for Opportunity Agenda investment. Five years later, in 2018, the MHREDC recognized the significant progress made, crediting the City's concentrated revitalization strategy for the momentum generated by public and private investments in housing, small business, and infrastructure heralding the City's experience as a "renaissance" fueled by "seamless connectivity of downtown to waterfront access, a thriving arts and culture sector, and engaged community of residents."

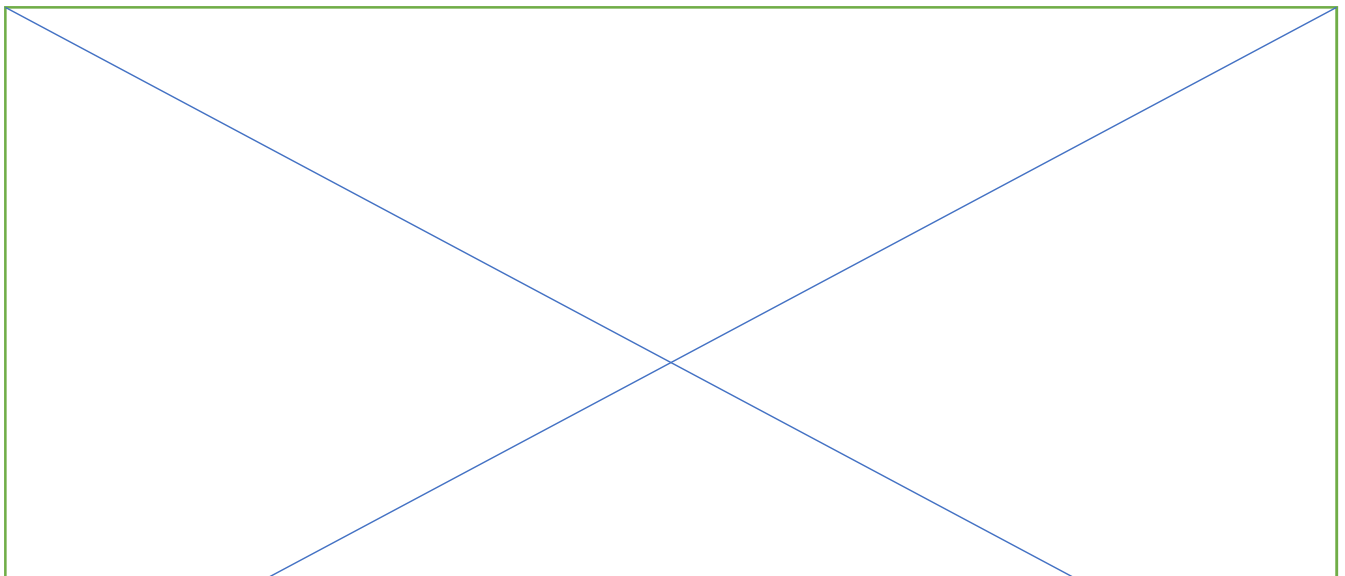
Newburgh DRI 2021

Newburgh has embraced its diversity and made equity the centerpiece of its economic development approach welcoming contributions from all sectors of the community and committing to development without displacement. Within its 3.8 square miles, the small city of 28,187 people has experienced a 24% increase in foreign-born residents since 2000, integrating an ethnic vibrancy and mingling of cultures from Mexico, South America, Haiti and Jamaica into Newburgh neighborhoods designed for another century. Recognizing a shift in demographics to 50% Hispanic or Latino, 25% Black or African American, and 21% White, Newburgh has demonstrated its commitment to economic inclusion and opportunity while honoring its historic past as evidenced by the recently adopted *Housing Policy Framework: Equity, Vitality, Livability*, which provided the first comprehensive evaluation on Newburgh's housing needs providing a framework for future policy and planning; the Cities Rise Innovation Grant to implement a strategic plan for equitable and effective code enforcement to address the housing needs of the most vulnerable residents; and its work as part of the New York State Anti-Displacement Learning Network, which aligned the City of Newburgh with other cities across NYS to develop policies and projects that prevent displacement of residents while encouraging development. To consciously engage all residents in Newburgh's growth story is part of its continuing success.

FISCALLY FOCUSED. It should be noted that the City of Newburgh ended a very challenging 2020 year with a financial surplus demonstrating a commitment to fiscal responsibility, its focus on aligning city services and growing the revenue needed to not only provide, and improve public services for all residents, but also partnering with nonprofit groups and civic committees to expand capacity. With the goal of reducing the tax burden for homeowners and small business, Newburgh is committed to ensuring the City's long-term fiscal health, and more importantly, has made great strides to get there. In addition, the City has elevated the CFO role from Comptroller, transferring those duties to the City Manager for a combined City Manager/CFO role and lowered the tax rate for the past three consecutive years indicating not only a trend in its fiscal focus, but also its commitment to listening and responding to its constituents' needs.

Downtown Identification

BOUNDARIES OF THE PROPOSED DRI AREA: The "T" shaped target area encompasses the Waterfront Gateway at the top of the "T" with the Hillside and the base of Broadway at the intersection stretching into the Liberty Street Corridor to Renwick to the south and South Street to the north. The "T" stem follows the length of Broadway west from the Hudson ending at West Street concurrent with the western Opportunity Zone boundary to emphasize attention to the opportunity for intermodal transportation access to the region. The DRI target area overlays the federal designated "Opportunity Zone" and the East End Historic District, allowing investors to take advantage of historic preservation tax credits, other tax incentives to support economic development, and the form-based zoning code adopted in 2015 which encourages mixed use and mixed income neighborhoods combining residential, commercial, retail, hospitality and tourism for an unparalleled walkable, livable urban experience.



RESOLUTION NO.: _____-2021

OF

SEPTEMBER 13, 2021

**A RESOLUTION DESIGNATING THE SECOND MONDAY IN OCTOBER
AS INDIGENOUS PEOPLES' DAY IN THE CITY OF NEWBURGH**

WHEREAS, Newburgh is located on the west shore of the Hudson River on the lands of the Waoranek peoples, who were described by the Europeans who first encountered them as a close-knit, loving and peaceable group; and

WHEREAS, the Waoranek were part of the Lenape tribe of the Algonquin nation and around them in the bay were other related bands also part of the greater Lenape-Algonquin peoples; and

WHEREAS, when the first white people came ashore to settle, it was the Waoranek who shared and sustained and taught them about this new world and who gave settlers the very land they lived on - the concept of land ownership being utterly foreign to them; and

WHEREAS, the Waoranek moved on to the west and north as Europeans began to build on and cultivate the acres from the Quassaick Creek to Balmville; and

WHEREAS, the City of Newburgh recognizes that it is built upon the homelands of the Waoranek without whom the European and white settlers would not have survived to build what has now become the City of Newburgh; and

WHEREAS, the City of Newburgh opposes systemic racism towards any and all racial and ethnic minorities in the United States, including the Waoranek and all Indigenous Peoples in the United States, which perpetuates high rates of poverty and income inequality, exacerbating health, education, and social inequities; and

WHEREAS, the City of Newburgh promotes policies, programs, and practices that reduce poverty, income inequality, and other health, education, and social gaps to ensure greater access and opportunities for the Indigenous Peoples; and

WHEREAS, Indigenous Peoples' Day was first proposed in 1977 by a delegation of Native Nations to the United Nations-sponsored International Conference on Discrimination Against Indigenous Populations in the Americas; and

WHEREAS, by Resolution No. 71-2017 of March 13, 2017, the City Council of the City of Newburgh declared itself a fair and welcoming city, celebrating its ethnic, racial, linguistic, and

socio-economic diversity and support of anti-discrimination policies to protect vulnerable communities; and

WHEREAS, the City of Newburgh joins the International community and other state and local governments across the United States to recognize the and honor the historic, cultural, and contemporary significance of Indigenous Peoples and their ancestral lands and celebrate their contributions to communities all across the Americas;

NOW, THEREFORE, BE IT RESOLVED, that City Council of the City of Newburgh does hereby join the International community and our colleagues in state and local governments in designating the second Monday in October each year as Indigenous Peoples Day in the City of Newburgh, in recognition of the rich, cultural, and economic contributions made by the Indigenous people of Newburgh and North America; and

BE IT FURTHER RESOLVED, by the City Council of the City of Newburgh to promote Indigenous Peoples' Day celebrations and activities; encourage schools to include the teaching of Indigenous Peoples' History; and encourage other businesses, organizations and public institutions to recognize Indigenous Peoples' Day.

Newburgh City Democratic Committee

Indigenous Peoples Day Resolution

February 2, 2021

Constituted on the ancestral, traditional, and contemporary lands of the Lenape-Haki-nk land, The City of Newburgh Democratic Committee hereby makes this Resolution in support for the designation of the second Monday in October as “Indigenous Peoples’ Day” to celebrate and honor Indigenous Peoples and their shared history and culture.

Whereas, the City of Newburgh recognizes and honors the Waoranek people whom were part of the Lenape tribe of the Algonquin nation; and

Whereas, the City of Newburgh recognizes the fact that the City is built upon the homelands and villages of the Waoranek people; and

Whereas, the European colonization led to the suppression, forced assimilation, and genocide of Indigenous peoples and their cultures; and

Whereas, the City of Newburgh recognizes and values the many contributions made to the community through Indigenous peoples’ knowledge, labor, science, technology, philosophy, arts, and culture; and

Whereas it is the responsibility of the Newburgh City Democratic Committee to foster inclusivity, racial equity, and justice for all people and oppose systemic practices that perpetuate oppression;

Being so stated, now therefore, in alignment with the City of Newburgh Resolution of March 2017, designating the City of Newburgh a ‘fair and welcoming’ city, the City of Newburgh Democratic Committee calls on the City of Newburgh City Council to support the second Monday in October as being designated “Indigenous Peoples’ Day”.

Respectfully Submitted,

Jules Ridgeway, Esq. – Chair

Deborah Danzy – Vice Chair

Giselle Martinez – Secretary

Councilmember Bob Sklarz – Treasurer

Tammie Hollins – Sergeant at Arms

RESOLUTION NO. _____

WHEREAS, October 12, 1492 marks one of the most significant dates to all indigenous people of the Americas – the beginning of the colonization of indigenous people that forever changed their identity, cultures and achievements; and

WHEREAS, numerous cities and state governments within the United States now recognize Columbus Day also as Indigenous Peoples' Day in an effort to create a path of healing and reconciliation; and

WHEREAS, the area around present-day Austin is one of the longest continually inhabited sites in North America and was home to many different groups, bands, and tribes of Indigenous Peoples for at least 13,000 years; and

WHEREAS, the City of Austin has a responsibility to oppose the systematic racism towards Indigenous People in the United States, which perpetuates high rates of poverty and income inequality, exacerbating disproportionate health, education, and social crises; and

WHEREAS, the City of Austin promotes the closing of the equity gap for Indigenous Peoples through policies and practices that reflect the experiences of Indigenous Peoples, ensure greater access and opportunity, and honor our nation's indigenous roots, history, and contributions; and

WHEREAS, Indigenous Peoples' Day was first proposed in 1977 by a delegation of Native Nations to the United Nations sponsored International Conference on Discrimination Against Indigenous Populations in the Americas; and

WHEREAS, honoring the role of Columbus as a historical figure promotes values of intolerance and violence that are still common in today's world and opposed to the values of the citizens of Austin; **NOW, THEREFORE**,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF AUSTIN:

The Austin City Council hereby recognizes the second Monday in October also as Indigenous Peoples' Day and Columbus Day in the City of Austin.

BE IT FURTHER RESOLVED:

The City of Austin affirms its willingness to participate in annual Indigenous Peoples' Day celebrations and activities.

BE IT FURTHER RESOLVED:

The City of Austin strongly encourages Austin Public Schools to include the teaching of Indigenous Peoples' history.

BE IT FURTHER RESOLVED:

The City of Austin encourages other businesses, organizations, and public institutions to also recognize Indigenous Peoples' Day.

BE IT FURTHER RESOLVED:

The City of Austin firmly commits to continue its efforts to promote the wellbeing and growth of Austin's American Indian and Indigenous community.

ADOPTED: _____, 2017

ATTEST: _____
Jannette S. Goodall
City Clerk

RESOLUTION NO. 1190

A RESOLUTION DECLARING THE SECOND MONDAY OF OCTOBER OF EACH YEAR TO BE INDIGENOUS PEOPLES' DAY

WHEREAS, Indigenous People in Boulder respect the interdependence of all humanity and living things and celebrate a vast and rich living tradition through ancestral recognition and diversity of knowledge and perspectives, including sustainable practices; and

WHEREAS, Indigenous People in Boulder have, as in all parts of Americas, endured centuries of cruelty, exploitation and genocide; and

WHEREAS, the Boulder area encompasses ancestral homelands of Indigenous Peoples' Nations; and

WHEREAS, facing and acknowledging our past, good as well as bad, makes our community stronger and more resilient; and

WHEREAS, Southern Arapaho Chief Left Hand notified a party of Nebraska gold seekers that they could not remain on Indian land at what is now known as Settlers Park, but the gold seekers planned to go into the mountains in the spring in search for goldⁱ; and

WHEREAS, after gold was discovered at Gold Run in January of 1859, Boulder City Town Company was founded by settlers on February 10 of 1859, thereby going against the agreement of the 1851 Treaty of Fort Laramie (also known as the Horse Creek Treaty)^{ii iii}; and

WHEREAS, in August of 1864, nearly 100 Boulder County residents mobilized into Company D of the Third Colorado Cavalry of U.S. Volunteers at Fort Chambers (near 63rd and Valmont Streets), to become 'Indian Fighters'^{iv v vi}; and

WHEREAS, under the command of Colonel John Chivington, on November 29 of 1864 an estimated 230 peaceful Arapaho and Cheyenne people were killed along the Big Sandy Creek in southeastern Colorado by the First and Third Colorado Cavalry of U.S. Volunteers^{vii}; and

WHEREAS, Captain David Nichols, a former Boulder County Sheriff, led the Company D volunteers, including 46 Boulder residents, in what is now known as the Sand Creek Massacre from which the Boulder troops enjoyed a heroes welcome upon their return^{viii ix x}; and

WHEREAS, Boulder has benefited directly from Indian removal policies that violated human rights, broke government treaties and forced Arapaho People from their homeland; and

WHEREAS, Boulder is honored to be home of several prominent Native organizations including the Native American Rights Fund founded in 1970, which is the largest nonprofit law firm dedicated to asserting and defending the rights of Indian tribes, organizations and individuals nationwide.

NOW THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF BOULDER:

Section 1. That those now living on these ancestral lands recognize that harm was done and acknowledge that we have a shared responsibility to forge a path forward to address the past and continuing harm to the Indigenous People and the land.

Section 2. That in the pursuit of shared responsibility and of promoting knowledge about Indigenous Peoples, unifying communities, combating prejudice and eliminating discrimination against Indigenous Peoples, the City of Boulder does hereby resolve the second Monday in October of each year to be Indigenous Peoples' Day.

Section 3. That on the second Monday in October of each year the City of Boulder will support events that encourage understanding and appreciation of Indigenous Peoples, their traditions, culture and our shared history in these ancestral lands known as the Boulder Valley.

Section 4. That City Council directs its City Manager to work with City departments, Native Americans and historians to correct omissions of the Native American presence in public places, resources and cultural programming.

Section 5. That as a first step, in recognition of a Memorandum of Understanding that the city entered into with Indigenous tribes concerning open space lands, the city requests input from representatives of those tribes and other interested parties regarding a name that commemorates the Indigenous presence on the park land known as Settlers Park and second, the city manager considers any application submitted to rename the park land based on the input of the Indigenous tribes and interested parties.

Section 6. That the City of Boulder, will work together in partnership with Native Americans to encourage all educational institutions in the city to implement accurate curricula relevant to the traditions, history and current issues of Indigenous People inclusive of and as part of our shared history.

APPROVED this 2ND day of AUGUST, 2016

CITY OF BOULDER, COLORADO


Mayor

ATTEST:


City Clerk

THE OFFICE OF

GOVERNOR GRETCHEN WHITMER

WHITMER / NEWS / PROCLAMATIONS

October 14, 2019: Indigenous Peoples Day

WHEREAS, the idea of Indigenous Peoples Day was first proposed in 1977 by a delegation of Native Nations to the United Nations-sponsored International Conference on Discrimination Against Indigenous Populations in the Americas; and,

WHEREAS, in 1990, representatives from 120 Indigenous Nations at the First Continental Conference on 500 Years of Indian Resistance unanimously passed a resolution to transform Columbus Day into an opportunity to reveal historical truths about pre-existing indigenous cultures that have survived an often violent colonization process and continue to exist and thrive in present day America; and,

WHEREAS, the United States endorsed the United Declaration on the Rights of Indigenous Peoples on December 16, 2010, and Article 15 of that declaration states:

- Indigenous peoples have the right to the dignity and diversity of their cultures, traditions, histories, and aspirations, which shall be appropriately reflected in education and public information.
- States should take effective measures, in consultation and cooperation with the indigenous peoples concerned, to combat prejudice and eliminate discrimination and to promote tolerance, understanding, and good relations among Indigenous peoples and all other segments of society; and,

WHEREAS, the state of Michigan recognizes the presence of the three major groups in our state today, the Chippewa (Ojibwe), Ottawa (Odawa), and Potawatomi (Bodéwadmik), who have lived upon this land since time immemorial, and values the progress our society has accomplished through Native American thought and culture; and,

WHEREAS, the Tribal Council of the Grand Traverse Band of Ottawa and Chippewa Indians has passed a resolution to officially recognize Indigenous Peoples Day on the second Monday in October; and,

WHEREAS, the resolution states that Indigenous Peoples Day shall be used to reflect upon the ongoing struggles of Indigenous peoples on this land, and to celebrate the thriving cultures and values that the Odawa, Ojibwe, Potawatomi, and other indigenous peoples contribute to society; and,

WHEREAS, on this second Monday of October, we should honor the historic, cultural, and contemporary significance of Indigenous peoples and their ancestral lands that also became known as the Americas and celebrate their contributions to communities throughout Michigan,

ORDINANCE NO.: _____ - 2021

OF

SEPTEMBER 13, 2021

AN ORDINANCE AMENDING CHAPTER 110 ENTITLED “MASS GATHERINGS AND PUBLIC EVENTS” OF THE CODE OF ORDINANCES OF THE CITY OF NEWBURGH TO ADD SUBSECTION 110-9(C) ENTITLED “REVOCATION”

BE IT ORDAINED, by the Council of the City of Newburgh, New York that Chapter 110 entitled “Mass Gatherings and Public Events” of the Code of the City of Newburgh is hereby amended as follows:

SECTION 1. Amendment

§ 110-9. Denial of application for permit; revocation.

- A. Denial. The City shall deny applications for permits to hold events for any one or more of the following reasons:
1. The applicant has failed to complete and/or satisfy any of the requirements of the application procedure or has failed to properly complete and/or submit the application form.
 2. The applicant has failed to pay the required fees and/or provide the required insurance coverage or security or escrow account or deposit.
 3. The applicant has a prior history of failing to comply with the terms, conditions and requirements of applicable laws, codes, rules and regulations in the holding of previous events or procedures applicable thereto.
 4. The applicant has applied for permission to hold the event at such time and/or place which is not available for any of the following reasons and no other equivalent, suitable or sufficient place and/or time is available to hold the proposed event:
 - a. The time and place has been granted to another applicant who has filed a proper application prior to the subject application.
 - b. The safe and proper conduct and holding of the proposed event will require the dedication and/or use of City personnel, property, facilities or equipment at such time as same are not available by reason of force majeure, including but not limited to extreme weather conditions, fire, flood, public emergency, riot, labor unrest or other matters or causes beyond the City’s control.
 - c. The applicant has applied to hold the proposed event at a location which is not a traditional public forum and it is not dedicated or suitable for the

Underlining denotes additions

~~Strikethrough~~ denote deletions

proposed use or for events involving the exercise of free speech or expression or other activities protected by the First Amendment and/or for any of the reasons set forth in §110-4B hereinabove.

- d. The granting of the application to hold or conduct the event at the time, place and/or manner described in the application and the holding or conduct of same as so described would result in a violation of one or more laws, code provisions, rules or regulations or the civil rights of any individual under federal or state law, including but not limited to those relating to buildings, electricity and other forms of energy, fire prevention, sanitation, food and beverages, toilet facilities, access to medical care, protection of property rights, protection of fair business practices and economic competition, public nuisances, noise, parking, intellectual property rights, occupancy, disorderly conduct, emergency response, and those applicable to the use of public parks and recreational facilities.
- B. In any case where a permit is denied under this section, the City shall provide the applicant with a written denial as set forth in §110-4C hereinabove, and the applicant shall be entitled to submit an amended application, in compliance with the time frame set forth in this chapter, or a new application.
- C. Revocation.
 1. The City Manager or designee may revoke a permit if the permit holder fails to abide by the terms and conditions of the permit or upon a finding of any violation of any applicable rule, ordinance, local law upon notice to the permit holder as set forth herein.
 2. Any permit for a public gathering or assemblage, parade or motorcade, or special event issued pursuant to this chapter may be summarily revoked by the City Manager or designee at any time when, by reason of disaster, public calamity, riot or other emergency, the City Manager or designee determines that the safety of the public or property requires such revocation.
 3. Notice of any action revoking a permit shall be delivered by electronic mail and, as immediately practicable thereafter, by certified mail to the e-mail address(es) and mailing address(es) listed on the permit application.

SECTION 2. Severability.

The provisions of this Ordinance 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 Ordinance or their application to other persons or circumstances. It is hereby declared to be the legislative intent that this Ordinance would have been adopted is such illegal, invalid, or unconstitutional provision, clause, sentence, subsection, word or part had not been included

Underlining denotes additions

~~Strikethrough~~ denote deletions

therein, and if such person or circumstance to which the Ordinance or part here of is held inapplicable had been specifically exempt therefrom.

SECTION 3. Codification.

It is the intention of the City Council of the City of Newburgh and it is hereby enacted that the provisions of this Ordinance shall be included in the Code of Ordinances of the City of Newburgh; that the sections and subsections of this Ordinance may be re-numbered and/or re-lettered by the codifier to accomplish such intention; that the term "Ordinance" shall be changed to "Chapter", "Section", 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 Ordinance or the provisions of the Code of Ordinances affected thereby.

SECTION 4. Validity.

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

SECTION 5. Effective Date.

This ordinance shall take effect immediately.

Underlining denotes additions

~~Strikethrough~~ denote deletions

Chapter 110

MASS GATHERINGS AND PUBLIC EVENTS

GENERAL REFERENCES

Penalties for offenses — See Ch. 1, § 1-12.

Noise — See Ch. 212.

Amusements — See Ch. 108.

Parks and recreation areas — See Ch. 220.

Fire prevention — See Ch. 172.

§ 110-1. Findings and purpose.

The City Council finds and determines that public events held at various times throughout the year and at various venues within the City of Newburgh enrich the quality of life and enhance the recognition and celebration of our diverse cultural, historic, spiritual and artistic heritage. The City Council further finds that providing public spaces as an appropriate forum for the exercise of free expression is an affirmative obligation of government under the First Amendment of the Constitution of the United States and under the Constitution of the State of New York. The City Council further finds and determines that a system of organization and review is a necessary and appropriate method of preserving and protecting public health and safety, protecting property and facilities, coordinating emergency services and response, ensuring the flow of communications and transportation, maintaining compliance with applicable regulations and codes, and preserving public order while affording opportunity and access to public facilities in the best interest of the City of Newburgh and its citizens. To that end, this chapter has as its purpose the lawful, necessary and appropriate regulation of the time, place and manner of mass gatherings and public events.

§ 110-2. Definitions.

As used in this chapter, the following terms shall have the meanings indicated:

APPLICANT or SPONSOR — Any person(s) or entity(ies) seeking to hold a mass gathering or public event which is regulated hereunder and/or is subject to any provision of law, rule and regulation, or any part thereof, which is so subject, and which is subject to the review, inspection, regulation or enforcement of or by the City or other lawful authority.

CITY — Unless otherwise designated, the City of Newburgh and its authorized officials, officers and employees.

MASS GATHERING AND/OR PUBLIC EVENT — A gathering of 10 or more persons in such manner as shall have been planned in advance around a central theme or purpose which uses or occupies space on public premises, including but not limited to public streets and sidewalks, public parkland,

City-owned or -controlled buildings, public waterways, public airspace, public highways and thoroughfares, docks, walkways, bridges, mains or transmission lines, berms, shoulders or lands auxiliary or adjacent thereto, in such manner as would interfere with, obstruct, preclude or otherwise impact the normal and ordinary use thereof by the general public, and all such uses as the City may regulate or control as to time, place and manner under the provisions of any and all applicable laws, rules and regulations. Such events shall include but are not limited to festivals, parades, rallies, fairs, celebrations, ceremonies, marches, demonstrations, exhibitions, performances, arts and cultural events, and any other occurrence involving public gathering and/or attendance which is not otherwise considered a matter of right under prevailing law such as to be exempt from governmental regulation.

NONPROFIT or NOT-FOR-PROFIT or CHARITABLE — A corporation or business organization defined and qualifying as such under the laws, rules and/or regulations of the federal government or of any state.

VEHICLE — Any and all types and means, other than human beings of carrying, transporting, displaying, offering, providing, selling or otherwise using for commercial purposes wares, goods, merchandise, products, foods, beverages, crafts, materials, clothing, or other items for sale or distribution, including but not limited to wagons, carts, pushcarts, automobiles, trucks, trailers, tables, platforms, benches, surfaces, or other such means of display and/or sales.

§ 110-3. Permit required; application contents and procedures; insurance, fees and security.

- A. Any person or entity wishing to hold a mass gathering and/or public event as defined herein on any public property or portion thereof owned and/or controlled by the City of Newburgh is hereby required to file a permit application and receive City approval thereof no fewer than 28 days prior to the holding of same. Such approval shall be given only upon satisfaction of all City requirements imposed as conditions thereof and as required hereunder.
- B. Application for such permit shall be made upon forms prescribed therefor by the City. Application forms shall require, at minimum, the following information:
 - (1) The correct name and address and telephone number of the person and/or organization sponsoring or organizing the mass gathering or public event.
 - (2) If the applicant is a corporation, organization, or association, the title of the individual completing the application, as so authorized by said entity, and acting as the authorized representative of same.
 - (3) The name of the person or persons in charge of organizing and conducting the event, and the name, title, address and telephone number, including cellular telephone number, and other contact

information of the person who shall be present at and with operational responsibility and authority for the event.

- (4) If the applicant is a corporation, organization or association, the names, titles, telephone numbers and other current contact information of the chief executive officer(s) and other responsible persons in authority over same.
 - (5) The total number of people invited and/or expected to participate and to be present as attendees of the event.
 - (6) All locations requested to be used, and the dates and hours requested for each such use.
 - (7) The sanitary facilities, if required under this chapter, in addition to any already existing and present at the proposed location, which will be provided by the applicant.
 - (8) Whether live or recorded music shall be utilized at the event, and if so, a description thereof including any means of broadcast and/or amplification.
 - (9) Whether the applicant(s) has previously sought permits for mass gatherings, events or assemblies in public places and, if so, when and where.
 - (10) Whether any fees for participation and/or admission to the event are to be charged, and if so, the amounts and schedule of same.
 - (11) A description of the nature of the event and the reason why public property is to be utilized.
 - (12) Any provisions to be made or as may be required by any law, rule or regulation to accommodate persons with disabilities.
- C. Except in the case of a spontaneous or similar event or exercise of free speech such as those in response to a contemporaneous occurrence, permit applications shall be filed no later than 28 days prior to the date(s) of any event and in any event not later than the time required for City to review same and to determine that all arrangements are satisfactory and sufficient to protect public health, safety and property. The City shall waive such requirement and accept the filing of an application after the deadline for same if the City determines that such late filing shall not have impaired the City's ability to adequately review the application and all arrangements necessary to hold the event as intended so as to safeguard the protection of public health, safety and property by evaluating same according to the criteria set forth herein; however, the City shall have the right to deny any such permit and prohibit such event due to the late filing of an application or other material failure to comply with City requirements as defined hereunder, including if such late filing shall have precluded or significantly

impaired the City's ability and opportunity to evaluate said application as provided under this chapter.

D. Certificate of liability insurance.

- (1) Except as otherwise provided, the applicant shall furnish a certificate of liability insurance covering the event to be held and naming the City of Newburgh as an additional insured with limits of liability of at least \$1,000,000 for each occurrence and \$2,000,000 aggregate for bodily injury and \$50,000 for each occurrence and \$100,000 aggregate for property damage. All such policies must be written in the broadest form available by a company authorized to do business in New York State and of recognized financial standing which has been fully informed about the proposed event.
- (2) The insurance coverage described hereinabove shall be increased by the City Manager for good cause. As used herein, the term "good cause" shall mean that the circumstances of the proposed event shall include one or more of the following: the number of attendees and/or participants shall be 150 or more persons; the inclusion of any animals other than domesticated cats and dogs; the inclusion of ride-on attractions such as roller-coasters, carousels, Ferris wheels or other such devices; the inclusion of equipment or devices requiring connection to electricity or other independently generated energy sources or utilities, including but not limited to water and/or sewerage treatment systems; the presence and/or use of fireworks, explosive devices, firearms, weapons, fire, chemicals or other inherently hazardous or dangerous devices or materials or activities. The amount by which the City Manager shall require an increase in such insurance coverage shall be no less than two times the amounts in U.S. dollars set forth in the preceding subsection. In the event no such insurance coverage is available, the City Manager may prohibit such activity or circumstance from inclusion in the event.

E. Waiver or reduction of fees, insurance and/or security deposit requirements.

- (1) Notwithstanding the requirements to pay fees and/or provide insurance coverage and/or a security deposit or escrow account as set forth in this chapter, the City Manager shall have the authority to and shall reduce and/or waive such requirements for all applicants who qualify for such reduction and/or waiver according to the following schedule and criteria:
 - (a) If the applicant provides documentation showing that it is a not-for-profit and/or charitable organization organized and registered as such under the laws of the United States, the State of New York or any other state, or if the applicant sponsor or cosponsor of the event is a municipality, municipal corporation or agency or a department or subdivision thereof,

no fees shall be charged, and no security deposit or escrow shall be required. Insurance coverage requirements as provided in Subsection D shall remain in effect, unless reduced or waived as provided therein or below, except that no separate policy of insurance shall be required of the municipal entities mentioned herein.

- (b) If the applicant is indigent, no fees shall be charged, and no security deposit or escrow deposit shall be required. Indigent applicants shall not be required to provide insurance coverage as required hereinabove. As used herein, the term "indigent" shall mean an individual with a gross annual income of less than \$12,000; or if the applicant is an organization, "indigent" shall mean having a gross annual income for the current or most recent fiscal year or organizational assets or a combined total of each of \$20,000 or less.
 - (c) Should the applicant show good cause why it cannot comply with the requirements to provide insurance coverage as provide herein, the City Manager shall require applicants other than indigent applicants to provide a security deposit in the form of a bond or cash escrow account to be held by and in the name of the City of Newburgh in the amount of \$10,000. As used herein, the term "good cause" shall mean the unwillingness or inability of qualified insurers to provide the required policies for reasons unrelated to any wrongful or negligent acts or omissions of the applicant.
- (2) Applications for permits to hold events other than spontaneous or similar events or exercises of free speech such as those in response to a contemporaneous occurrence shall be accompanied by an application fee as set forth in Chapter 163, Fees, of this Code representing the administrative costs to the City for processing same. **[Amended 6-14-2010 by Ord. No. 10-2010]**

§ 110-4. Location.

- A. The City shall have the authority to determine the location where all public events shall be held based upon the criteria hereinafter set forth. Such locations may be on the grounds of certain discreet public lands and facilities, including but not limited to Delano-Hitch Recreation Park and facilities, Downing Park and facilities, other City parks, parklands or open space, activity centers, Ann Street parking lot, ferry parking lot, other City parking lots, Unico Park, Newburgh Landing, other City waterfront properties and facilities; or such City streets and thoroughfares as the City shall approve of, determine and allow under the criteria set forth herein and as shall be authorized and required hereunder.
- B. The City shall authorize and permit the event to take place at the place and time requested by the applicant; provided, however, that the City

shall have the right to provide a location and time as nearly equivalent to the requested location and time as possible if the City determines that holding the event as requested could reasonably be expected to create or result in circumstances which would pose a danger to public health and safety or a risk of damage or loss to public or private property or to the use thereof during or subsequent to the event. In evaluating such danger or risk, the City will consider the following criteria:

- (1) The number of persons invited to and/or reasonably expected to participate in or attend the event, and the capacity and current condition of the site(s) and/or location(s) requested by the applicant.
- (2) The anticipated duration of the event.
- (3) The actual time of day or night during which the event is expected to or will occur.
- (4) The extent and dimensions of the area to be used for and occupied by the event.
- (5) The specific facilities, sites and locations requested by the applicant to be used for the event, including such characteristics as their durability; cost of maintenance and repairs beyond that required by normal use, wear and tear; surface composition; design and normal and regular intended use; capacity; the presence of components of utility systems and infrastructure or sensitive ecological, environmental, historical or cultural assets; and/or the inclusion in the event of the use of explosives or other inherently dangerous, damaging or destructive instrumentalities.
- (6) The reasonably likely impacts and effects which the event will have upon persons or functions which will be displaced or precluded at the time or within a reasonably short time following the holding of the subject event if the subject event is held at the places and times requested by the applicant.
- (7) The apparent and inherent incompatibility of and between the times and places requested by the applicant and the types of activities reasonably anticipated to take place during the event. For example and not by way of limitation, events shall be considered apparently and inherently incompatible if the event will generate significant noise near or in a hospital or other quiet zone; include lights or signs or visual obstructions such as can reasonably be anticipated to interfere with nearby vehicular traffic; if the proximity of a site of ongoing construction could reasonably be considered to pose a danger to attendees; or if holding the event at the time and place requested by the applicant can be reasonably considered to cause or create a public nuisance.

- C. In the event the City denies permission to hold the event at the time(s) and place(s) requested, the City shall promptly provide the applicant with written notice of such denial and shall include in such written notice the reason(s) for such denial, and where appropriate, the City shall further notify the applicant of such other time(s) and/or place(s) when and where the subject event may be held which shall be as nearly equivalent to the requested time and place as shall be reasonably possible.

§ 110-5. Security deposit and escrow account.

- A. In addition to any insurance coverage required hereunder, the City shall require of any and all applicants and/or sponsors a security deposit and/or escrow account for each such public event as defined herein and/or regulated hereunder according to the criteria set forth herein.
- B. The City Manager shall reasonably determine the amount of such security deposit and/or escrow account, taking into account the following, which shall be considered in making such determination:
- (1) The number of persons projected to attend the event.
 - (2) The number of vendors, peddlers, booths, exhibits, rides, attractions, features, entertainments and other aspects of the event.
 - (3) The requirement of and the contents and provisions of any safety plan required for such event and/or requirements reasonably imposed by the City Code Enforcement Officer; and/or the City Engineer; and/or the Fire Chief; and/or the Police Chief; and/or the Corporation Counsel; and/or the City Manager related to established safety, security, engineering and/or legal considerations.
 - (4) The size, dimensions and extent of the public properties, facilities and space projected to be used and occupied by the event.
 - (5) The number of City staff and the number and time of hours of work required of the City to provide supervision and direct services in support of the event and all persons in attendance thereof.
 - (6) The history, background, and nature of the applicant and/or sponsor of the event, specifically with respect to its longevity, budget, staff, history of compliance with City codes and regulations, local presence and contacts with the City community, and other factors relevant to the responsibility and accountability of same, but not with respect to any political platform, opinion or posture of same or with respect to any status or characteristic which is protected by or under the federal or state constitutions or any civil rights laws or case law determined thereunder, and not in such manner as may be discriminatory or subjective or arbitrary as may be prohibited by law.

- (7) The extent to which the applicant and/or sponsor will require special arrangements for such event with respect to utilities, energy, lighting, vehicles, parking, connections, wiring, stages, platforms, scaffolding, control boards and panels, sound and amplification equipment, costumes, stage properties, private event staff and other materials, equipment and/or personnel.
 - (8) Whether or not any animals will be involved in any aspect of the event and, if so, the number, kind and characteristics of same and their role in the event and the number, qualifications and experience of those charged with the control and supervision of same.
 - (9) The number, kind and value of any and all City equipment, materials, vehicles and other properties owned or controlled by the City and used by the City in the supervision and control over said event, and the loss, damage, depreciation and/or wear and tear reasonably likely to be sustained by same.
 - (10) Any characteristic, component, portion or element of the event which may be reasonably considered to be inherently dangerous.
- C. The City shall receive such security deposit, whether in money or property or both, as the City may determine and keep and retain same in a protected and segregated manner. If the security deposit shall take the form of cash, monies or funds, the City shall deposit same in an escrow account. After the event has concluded, the City shall return such security deposit and/or Escrow Account to applicant and/or sponsor in the exact kind or amount deposited without interest, except for such monies or property of such value as shall fairly and accurately represent the cost to City incurred as a result of the event, which shall be calculated and based upon such factors directly related thereto, including but not limited to those considerations as are listed or mentioned in Subsection B hereinabove. The City shall provide the applicant/sponsor with an itemized statement indicating all such costs and expenses and showing proper deductions therefor, and the balance to be returned by the City to the applicant/sponsor after making all such deductions therefrom.

§ 110-6. Safety plan.

Before issuing any permit as required hereunder, for events reasonably anticipated to involve more than 100 persons and/or to include activities defined elsewhere herein as inherently dangerous, the City may reasonably require the applicant/sponsor to provide a safety plan designed to protect public health, safety and property before, during and after said event. Such public safety plan shall be subject to the prior review and approval of the Chief of Police, the Fire Chief, the Code Compliance Supervisor, the City's Consulting Engineer and the City Manager and shall comply with the requirements of any and all such City and public safety officials acting in their official capacities and employing their professional judgment on the

basis of their knowledge and experience, and with the provisions of any and all applicable laws, codes, rules and regulations. Such safety plan shall include provisions for adequate and sufficient toilet and sanitation facilities, emergency medical response, communications and command control, safety and security, and other provisions applicable to events of such size and nature.

§ 110-7. Scheduling.

The City shall have the right to determine the times, hours, dates, durations and locations for all such events held on City or public property, which shall be done in consideration of the factors enumerated in § 110-5B hereinabove. The City shall be under no obligation to permit, allow or oversee any event if other events or activities are or will be anticipated to occur on the same day or times within the City and such other events or activities will make demands upon City personnel, properties, equipment or facilities such as to raise the reasonable possibility that the demand upon same may be such as to preclude the City from accommodating multiple events in a lawful, responsible, safe and organized manner. The City shall grant applications for the use of City locations, facilities and sites on a "first-come, first-served" basis and as described hereinabove.

§ 110-8. Other permits and approvals.

- A. In addition to satisfying all requirements of City as provided herein, all applicants/sponsors shall fully comply with all other applicable laws, rules, codes, regulations and permit conditions as may be applicable and as may be overseen and enforced by any and all other governmental, municipal or legal agencies as may have jurisdiction thereover. City shall be under no obligation to grant a permit and/or allow an event to be held in the circumstance that City has reasonably reliable knowledge indicating that any applicant/sponsor is not in compliance with any law, code, rule or regulation administered or enforced by any government agency applicable to the applicant/sponsor and/or the subject event. City shall have the right to require the applicant to provide proof of compliance with all such requirements, and should the applicant fail to provide same, City may deny the applicant permission to hold such event on City premises.
- B. Other requirements. Based upon the factors and considerations mentioned and listed in § 110-4B and other sections hereof, City shall have the right to require any applicant/sponsor at its own cost and expense to provide such personnel and/or equipment as City may reasonably deem to be appropriate and necessary to ensure the safety and security of the public and/or public property before, during and after such event, including but not limited to security personnel, communications equipment, medical and emergency response plans, services and vehicles, generators, lighting, sanitation facilities including toilets, garbage and trash collection and disposal facilities and services, parking and traffic control, and others, all of which shall

be and remain subject to the oversight, supervision and control of City officials, officers and staff with supervisory responsibility for such event and for City property. City may impose and/or mandate compliance with such standards and requirements as same shall be reasonably related to the public policies to be supported by this chapter.

- C. Prior to and during any event, City shall have the right to prohibit any and all activity related to any event from taking place upon or impacting any City property, facility, equipment, personnel, street, sidewalk or other public property owned or controlled by City, as same shall be consistent with City's lawful rights, powers and duties as custodian, trustee and proprietor of the public properties and facilities owned, controlled and/or regulated by City under law, as same may be reasonable necessary and appropriate to protect and safeguard personal health and safety and prevent damage or loss to public or adjacent private property.

§ 110-9. Denial of application for permit.

- A. The City shall deny applications for permits to hold events for any one or more of the following reasons:
- (1) The applicant has failed to complete and/or satisfy any of the requirements of the application procedure or has failed to properly complete and/or submit the application form.
 - (2) The applicant has failed to pay the required fees and/or provide the required insurance coverage or security or escrow account or deposit.
 - (3) The applicant has a prior history of failing to comply with the terms, conditions and requirements of applicable laws, codes, rules and regulations in the holding of previous events or procedures applicable thereto.
 - (4) The applicant has applied for permission to hold the event at such time and/or place which is not available for any of the following reasons and no other equivalent, suitable or sufficient place and/or time is available to hold the proposed event:
 - (a) The time and place applied for has been granted to another applicant who has filed a proper application prior to the subject application.
 - (b) The safe and proper conduct and holding of the proposed event will require the dedication and/or use of City personnel, property, facilities or equipment at such time as same are not available by reason of force majeure, including but not limited to extreme weather conditions, fire, flood, public emergency, riot, labor unrest or other matters or causes beyond the City's control.

- (c) The applicant has applied to hold the proposed event at a location which is not a traditional public forum and it is not dedicated or suitable for the proposed use or for events involving the exercise of free speech or expression or other activities protected by the First Amendment and/or for any of the reasons set forth in § 110-4B hereinabove.
 - (d) The granting of the application to hold or conduct the event in the time, place and/or manner described in the application and the holding or conduct of same as so described would result in a violation of one or more laws, code provisions, rules or regulations or the civil rights of any individual under federal or state law, including but not limited to those relating to buildings, electricity and other forms of energy, fire prevention, sanitation, food and beverages, toilet facilities, access to medical care, protection of property rights, protection of fair business practices and economic competition, public nuisances, noise, parking, intellectual property rights, occupancy, disorderly conduct, emergency response, and those applicable to the use of public parks and recreational facilities.
- B. In any case where a permit is denied under this section, the City shall provide the applicant with a written denial as set forth in § 110-4C hereinabove, and the applicant shall be entitled to submit an amended application, in compliance with the time frame set forth in this chapter, or a new application.

§ 110-10. Release of City from liability.

The filing of an application and/or the use of City- or publicly owned property or facilities for an assembly, mass gathering or event shall be and operate as a release of the City of Newburgh and its officers, employees and agents from and against any and all claims, actions, losses, liability or damages of any kind arising out of or resulting from or caused by the occupancy or use of such property or facilities by any and all persons or groups participating or involved in said event, and the agreement of the applicant, sponsor, cosponsor and organizer, jointly and severally, to indemnify defend and hold harmless the City of Newburgh and its employees and agents from same.

§ 110-11. No endorsement by City.

The granting of permission by the City and/or the use of City- or publicly owned property or facilities by any person or group or organization shall in no way be considered an endorsement or any expression of support, of disagreement or of any position or opinion of the City whatsoever with respect to the activities, policies, opinions, positions, precepts or other aspects of the persons or groups organizing, sponsoring, holding or participating in such event or use, and no person associated in any way

with said event is authorized to or shall make any public statements or representations concerning the City of Newburgh concerning same.

§ 110-12. Severability.

If any part, portion or provision of this chapter shall be invalidated by reason of any law or decision of any court or other agency with authority or jurisdiction thereover, the remainder shall remain in full force and effect as the sense thereof may allow.

§ 110-13. When effective.

This chapter shall take effect immediately, as provided by the Municipal Home Rule Law and other laws of the State of New York.

RESOLUTION NO.: _____ - 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.

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.

- 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.

Underlining denotes additions
~~Strikethrough~~ denote deletions

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.

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.

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New York's Marijuana Regulation and Taxation Act: The Legalization of Adult-Use Cannabis in New York

By Wade Beltramo, NYCOM General Counsel

Overview

On March 31, 2021, Governor Cuomo signed into law Chapter 92 of the Laws of 2021. Known as “the marijuana regulation and taxation act” (MRTA), this legislation was enacted with the stated purpose of creating a regulated and taxed cannabis industry in New York and to provide for social and economic justice related to the sale and use of cannabis. While the MRTA legalizes the possession and use of cannabis immediately, the actual sale of adult-use cannabis is not expected to begin until late 2022 or early 2023.

The MRTA enacts an entirely new chapter of the New York State Laws (Chapter 7-A, Cannabis Law) and substantially amends numerous other provisions of State law to provide for the implementation of adult-use cannabis. In addition, the MRTA establishes two new State agencies called the New York State Cannabis Control Board and the Office of Cannabis Management, which will administer the State’s adult-use and medical use programs, promulgating rules, issuing licenses, and investigating and enforcing infractions of the law. The regulatory framework created by the MRTA is in many ways similar to how the State currently regulates alcohol via the Alcoholic Beverage Control Law and the New York State Liquor Authority.

The MRTA creates a heavily regulated market requiring individuals and organizations to obtain a license before engaging in any of the myriad types of authorized cannabis businesses, including cultivating, processing, distributing, delivering, dispensing cannabis, or operating a cooperative, microbusiness, nursery, or on-site consumption establishment.

Legalization of Cannabis Use

The MRTA amends the NYS Penal Law, adding Article 222 Cannabis, which sets forth both legal and illegal activities regarding adult-use cannabis. Penal Law § 222.05 expressly states that any individual 21 or older may:

- (a) possess, display, purchase, obtain, or transport up to 3 ounces of cannabis and up to 24 grams of concentrated cannabis
- (b) transfer, without compensation, to another person 21 or older, up to 3 ounces of cannabis and up to 24 grams of concentrated cannabis;

- (c) use, smoke, ingest, or consume cannabis or concentrated cannabis unless otherwise prohibited by state law;
- (d) possess, use, display, purchase, obtain, manufacture, transport or give to any person 21 or older cannabis paraphernalia or concentrated cannabis paraphernalia;
- (e) plant, cultivate, harvest, dry, process or possess cultivated cannabis in accordance with Penal Law § 222.15; and
- (f) (i) assist another person who is 21 or older or (ii) allow property to be used in any of the acts described in the preceding paragraphs.

In addition, cannabis, concentrated cannabis, cannabis paraphernalia or concentrated cannabis paraphernalia involved in any lawful conduct under Penal Law § 222.05 are not contraband nor subject to seizure or forfeiture of assets. Moreover, conduct deemed lawful by Penal Law §222.05 may not be the basis for law enforcement approaching, searching, seizing, arresting or detaining an individual. These provisions of law took effect March 31, 2021.

Local Opt-Out of Retail Sales

General Provisions

Cities, villages, and towns may opt out of allowing retail dispensaries and/or on-site consumption establishments from locating and operating within their boundaries. To effectuate the opt-out, such local governments must adopt a local law subject to a permissive referendum on or before December 31, 2021. A town opt-out only applies to the area of the town outside of any village(s) located therein. No city, village, or town may opt out after December 31, 2021. However, a local government that, in 2021, opts out of allowing retail dispensaries and/or on-site consumption establishments from locating within their boundaries may repeal such opt-out at any time. The local government opt-out does not apply to other types of licensed activities under the Cannabis Law.

Conducting the Permissive Referendum in Cities

The Municipal Home Rule Law sets forth the process and procedures required to conduct mandatory and permissive referenda in cities. Failure to follow the procedure required by law for conducting a referendum may result in the city council's action being invalidated.¹

Any local law adopted by a city that is subject to permissive referendum will not take effect until:

1. 45 days after its adoption have passed; and
2. It is approved by the electors of the city, if a petition is filed requiring the law be approved by a majority vote of the electorate.²

Petitions must be made on separate sheets of paper and the signatures on each sheet must be signed and authenticated in the manner provided by the Election Law for the signing and authorizing of nominating petitions.³ These sheets, when fastened together and offered for filing, are deemed to constitute one petition.

Petitions must be filed in the city clerk's office within 45 days of the adoption of the local law. Petitions must be signed by a number of electors equal to 10% of the total number of votes cast in the city for governor at the last gubernatorial election.⁴ All signers of the petition must be qualified voters.⁵ A qualified voter is an individual who is currently registered to vote and was also registered during the previous general election.⁶

If a petition is filed, a proposition on the local law must be submitted to the voters at the next election of State or local government, not less than 60 days after the filing of the petition. The petition may also request that the city council direct a special election be held.⁷

Once the petition has been filed with the city clerk, he or she must examine it not later than 30 days after the date of filing, or 45 days before the date of the election where the referendum would appear on the ballot, whichever is earlier. The clerk then transmits a certificate to the city council attesting that he or she has examined the petition and stating whether the petition complies with the law's requirements.⁸

If within five days after the last day to file a certificate to the legislative body, a written objection to the clerk's certification is filed in the State Supreme Court in the county in which the city is located, the court must determine any question arising from the petition and issue an order. This proceeding must be heard and determined in the manner prescribed in Election Law § 16-116.

Conducting the Permissive Referendum in Villages

A local law adopted by a village that is subject to a permissive referendum under Municipal Home Rule Law § 24, or any other State statute, will be conducted pursuant to **Article 9 of the Village Law**.⁹ Under Article 9, a village board of trustees may bypass the petition process by submitting a permissive referendum to voters upon its own motion.¹⁰ Compliance with Article 9 is therefore consistent with the terms of the Municipal Home Rule Law. Additionally, Village Law § 9-900(1) states that whenever the Village Law provides that an act or resolution of the board of trustees is subject to a permissive referendum, the permissive referendum must be conducted as provided in Article 9.

Many referenda may be timed so that they are held during a regularly scheduled village election. The criteria for determining when a referendum is to be held is set forth in Village Law § 9-902. If the petition for a permissive referendum is filed after the first day of the month in which a general village election is to be held and before the first day of the month two months prior to the next general village election, the referendum must be held at a special election of the village to be held not less than 10, nor more than 60, days after the filing of the petition.¹¹

Within 10 days after the board of trustees adopts any local law or resolution that is subject to a permissive referendum, the village clerk must post and publish, in the same manner as provided for the notice of a general village election, a notice setting forth the date that the local law or resolution was adopted.¹² The notice must also contain an abstract of the local law or resolution stating its purpose and indicating that the local law or resolution is subject to a permissive referendum. If more than one referendum is to be voted upon, each must be separately and consecutively numbered.¹³

The purpose of this notice is to afford the electorate the opportunity to circulate a petition on the question. If the local law or resolution is subject to a mandatory referendum, this notice is not required.

For a vote to be held on a local law or resolution that is subject to a permissive referendum, a valid petition must be filed in the office of the village clerk within 30 days of the passage of the legislative act. If no petition is filed within the 30 days, the local law or resolution goes into effect by operation of law.¹⁴

The petition must be signed by a number of village electors equal to at least 20% of the electors of the village, as shown on the register of electors for the previous general village election.¹⁵ It must be noted that the percentage requirement is 20% of residents registered to vote, and not 20% of residents who actually voted.

If an act is subject to a permissive referendum, the board of trustees may, upon its own motion, submit the act to a referendum, eliminating the need for a petition.¹⁶ This is an alternative to the citizen-initiated petition process and expedites the vote by eliminating the petition's "waiting period." The remainder of the process would be the same as if a petition had been filed on the date that the board submits the act to the referendum.¹⁷

For information on the process and procedure of conducting permissive referenda, see NYCOM's publication [Enacting Local Legislation and Conducting Referenda](#), available for download from the member's section at www.nycom.org. A sample local law opting out of hosting retain cannabis dispensaries and/or on-site cannabis consumption establishments can be found at the end of this document.

State Preemption & Local Time, Place, and Manner Restrictions

Counties, cities, villages, and towns are preempted from adopting any law, rule, ordinance, regulation or prohibition pertaining to the operation or licensure of registered organizations, adult-use cannabis licenses or cannabinoid hemp licenses. Cities, villages, and towns may nonetheless pass local laws and regulations governing the time, place and manner of the operation of licensed adult-use cannabis retail dispensaries and/or on-site consumption site, provided such laws or regulations do not make the operation of such licensed retail dispensaries or on-site consumption sites unreasonably impracticable as determined by the Cannabis Board. All adult-use licensees must comply with local zoning regulations.

Notwithstanding any local regulations, retail dispensary signage is prohibited except as authorized by the Cannabis Control Board. In addition, neither retail dispensaries nor on-site consumption establishments may be located within 500 feet of school grounds as such term is defined in the NYS Education Law or within 200 feet of a house of worship.

Notification to Location Governments of License Applications

Pursuant to Cannabis Law § 76, cultivators, processors, distributors, retail dispensaries, and on-site consumption license applicants must notify the municipality in which the applicant's premises is located of their intent to file an application for that location. The notice must be filed with the municipal clerk not less than 30 days nor more than 270 days before filing the license application with the State. The notification must be made in the form prescribed by Cannabis Control Board. If a local government expresses an opinion for or against the granting of the registration, license or permit application, that opinion will be deemed part of the record upon which the Office of Cannabis Management makes its licensure recommendation to the Cannabis Control Board to grant or deny the application. The Cannabis Control Board must respond in writing to the municipality with an explanation of how such opinion was considered in granting or denying the application.

License applicants must notify the municipality by: (a) certified mail, return receipt requested; (b) overnight delivery service with proof of mailing; or (c) personal service upon the offices of the clerk or community board.

The form of the notification will include

- a) the trade name or "doing business as" name, if any, of the establishment;
- b) the full name of the applicant;
- c) the street address of the establishment, including the floor location or room number, if applicable;
- d) the mailing address of the establishment, if different than the street address;
- e) the name, address and telephone number of the attorney or representative of the applicant, if any;
- f) a statement indicating whether the application is for:
 - i. a new establishment;

- ii. a transfer of an existing licensed business;
 - iii. a renewal of an existing license; or
 - iv. an alteration of an existing licensed premises;
- g) if the establishment is a transfer or previously licensed premises, the name of the old establishment and such establishment's registration or license number;
- h) in the case of a renewal or alteration application, the registration or license number of the applicant; and
- i) the type of license being applied for.

Police Right to Inspect Licensed Operations

Pursuant to Cannabis Law § 79, peace and police officers will be able to inspect all licensed or permitted premises and all records of licensed operators. Such inspections may only be done in a manner so as not to interrupt ordinary business and not to compromise the licensees' safety and security procedures. Such inspections may include, but are not limited to, ensuring the licensee or permittee is complying with the NYS Cannabis Law, the regulations promulgated pursuant thereto, and other applicable State and local building codes, fire, health, safety, and other applicable regulations.

Local Revenues from Cannabis Sales

The MRTA adds a new Article 20-C to the New York State Tax Law, entitled Tax on Adult-Use Cannabis Products. Article 20-C imposes multiple State taxes on both the distribution and the retail sale of adult-use cannabis. In addition, Tax Law § 493(c) imposes a 4% local tax on the retail sale of adult-use cannabis which will be distributed to the county and the city, village, or town in which the sale occurs. Thus, if a city, village, or town has opted out of allowing retail cannabis dispensaries and on-site cannabis consumption establishments to locate within their boundaries, that municipality will not receive any revenue from the local cannabis sales tax.

The New York State Comptroller will distribute taxes collected pursuant to Tax Law § 493(c) to counties in which adult-use cannabis retail sales occur. The counties are entitled to retain 25% of the monies distributed by the Comptroller. The counties must distribute the remaining 75% of the monies to the cities, villages, and towns within the county in proportion to the sales of adult-use cannabis products by the retail dispensaries in such cities, villages, and towns.

If a retail dispensary is located in a village within a town that also permits cannabis retail sales, then the county must distribute the monies attributable to such retail dispensary to the town and village as agreed upon by the governing bodies of those local governments. In the absence of such an agreement, the county must evenly divide the monies between the town and village. The moneys will be distributed on a quarterly basis.

There are no restrictions placed on how the local governments may use these local revenues.

Programs Financed by the State

The MRTA establishes several funds consisting of revenues collected by the State pursuant to Article 20-C of the NYS Tax Law to finance myriad programs related to the legalization of cannabis. The New York State Cannabis Revenue Fund (Tax Law § 99-ii) will be used for Office of Cannabis Management and Cannabis Control Board operations, funding cannabis equity programs, researching the impacts of cannabis legalization, funding State Police and the Department of Motor Vehicles implementation of the MRTA (including expanding and enhancing the drug recognition expert training program and technologies utilized in the process of maintaining road safety), schools, and drug treatment and public education programs. The New York State

Drug Treatment and Public Education Fund (Tax Law § 99-jj) will be used by the Office of Addiction Services and Supports to develop and implement a youth-focused public health education and prevention campaign and a statewide public health campaign focused on the health effects of cannabis and legal use, and to provide substance use disorder treatment programs for youth and adults. The New York State Community Grants Reinvestment Fund (Tax Law § 99-kk) will be used to fund the awards by the State Cannabis Advisory Board to reinvest in communities disproportionately affected by past federal and State drug policies. The grants must be used to support job placement, job skills services, adult education, mental health treatment, substance use disorder treatment, housing, financial literacy, community banking, nutrition services, services to address adverse childhood experiences, afterschool and child care services, system navigation services, and legal services to address barriers to reentry.

Personal Cultivation of Cannabis

Pursuant to Penal Law § 222.15, individuals 21 or older may plant, cultivate, harvest, dry, process and possess up to three mature cannabis plants and three immature cannabis plants at their private residence at any one time. Cannabis must be securely stored by reasonable steps designed so that the plants are not accessible to any person under 21. No more than six mature and six immature cannabis plants may be cultivated within any private residence, regardless of the number of individuals 21 or older who reside there. Individuals may lawfully possess up to five pounds of cannabis in their private residence or on the grounds of their private residence, so long as they take reasonable steps designed to ensure that the cannabis is in a secured place not accessible to any person under 21. A violation of Penal Law § 222.15 is subject to a civil penalty of up to \$125 per violation.

Cities, villages, towns, and counties may enact reasonable regulations of personal cultivation and home possession. Violations of such regulations may constitute an infraction subject to a civil penalty of no more than \$200. Local governments may not adopt regulations that prohibit personal cultivation or possession as authorized under Penal Law § 222.15.

Personal cultivation of cannabis pursuant to Penal Law § 222.15 is not allowed until the Office of Cannabis Management issues regulations for home cultivation and storage. The Office must issue such regulations for home cultivation by certified cannabis patients no later than September 30, 2021. Regulations for personal cultivation by adult-use cannabis consumers must be promulgated no later than 18 months following the first authorized retail sale of adult-use cannabis products to a cannabis consumer. Consequently, legal home cultivation for recreational use is not likely to be allowed under the MRTA until 2024 or beyond.

Protections for Cannabis Users

In addition to the legal use of cannabis authorized under Penal Law §§ 222.05 and 222.15, Cannabis Law § 127 prohibits individuals from being discriminated against for engaging in conduct permitted under the Cannabis Law. Landlords are expressly prohibited from refusing to lease to and may not otherwise penalize an individual solely for conduct authorized by the Cannabis Law, except (a) if failing to do so would cause the landlord to lose a monetary or licensing-related benefit under federal law or regulations; or (b) if the property has in place a smoke-free policy, it is not required to permit the smoking of cannabis products on its premises, provided no such restriction may be construed to limit the certified medical use of cannabis.

Schools, colleges, and universities may not refuse to enroll and may not otherwise penalize individuals solely for conduct allowed by the Cannabis Law, except (a) if failing to do so would cause the school, college or university to lose a monetary or licensing-related benefit under federal law or regulations; or (b) if the school, college or university has adopted a code of conduct prohibiting cannabis use on the basis of a sincere religious belief of the school, college or university.

Sale of Cannabis

Cannabis may not be sold to anyone who is under the age of 21 or who is visibly intoxicated. Cannabis retailers may not sell cannabis products knowing or reasonably believing that the person to whom the cannabis products are being sold is acquiring the cannabis for the purpose of selling or giving it away in violation of State law or regulations.

Cannabis purchasers must provide written evidence of their age, which may consist of:

- a) a valid driver's license or non-driver identification card issued by the NYS Department of Motor Vehicles, the federal government, any United States territory, commonwealth or possession, the District of Columbia, a state government within the United States or a provincial government of the dominion of Canada, or
- b) a valid passport issued by the United States government or any other country, or
- c) an identification card issued by the United States armed forces.

Special Rules for Licensing of On-Site Consumption Establishments

In approving on-site consumption licenses, the Cannabis Control Board may consider various factors, including but not limited to:

- (a) the number, classes, and character of other licenses in proximity to the location and in the particular municipality;
- (b) whether there is a demonstrated need for spaces to consume cannabis;
- (c) any effect on pedestrian or vehicular traffic, and parking;
- (d) potential noise impact generated by the proposed premises; and
- (e) any other factors specified by law or regulation that are relevant to determine that granting a license would promote public convenience and advantage and the public interest of the community.

In addition to sales being restricted to individuals 21 years of age and older, no one under 21 years of age may be permitted on the premises of a cannabis on-site consumption facility.

Social Equity Program

One of the primary objectives of the MRTA is to promote social equity and justices. To that end, the Cannabis Law establishes programs to foster social equity and assist minority and women-owned businesses, distressed farmers, and service-disabled veterans. The Cannabis Law requires the State to develop a social and economic equity plan and an incubator program designed to promote racial, ethnic, and gender diversity when issuing licenses, with a goal of awarding 50% of adult-use cannabis licenses to social and economic equity applicants and to help communities disproportionately impacted by the enforcement of cannabis prohibition.

Law Enforcement Practices

In any criminal proceeding, no finding or determination of reasonable cause to believe a crime has been committed may be based solely on evidence of the following facts and circumstances, either individually or in combination with each other:

- (a) the odor of cannabis;
- (b) the odor of burnt cannabis;
- (c) the possession of or the suspicion of possession of cannabis or concentrated cannabis in the amounts authorized in Penal Law Article 222;
- (d) the possession of multiple containers of cannabis without evidence of concentrated cannabis in the amounts authorized in Penal Law Article 222;
- (e) the presence of cash or currency in proximity to cannabis or concentrated cannabis; or

- (f) the planting, cultivating, harvesting, drying, processing or possessing cultivated cannabis in accordance with Penal Law § 222.15.

The prohibition in Penal Law § 222.05(3)(b) with respect to the odor of burnt cannabis does not apply when a law enforcement officer is investigating whether a person is operating a motor vehicle, vessel or snowmobile while impaired by drugs. However, during such investigations, the odor of burnt cannabis does not provide probable cause to search any area of a vehicle that is not readily accessible to the driver and reasonably likely to contain evidence relevant to the driver's condition.

Public Consumption of Cannabis

With respect to smoking and vaping, cannabis is treated the same as smoking or vaping tobacco products. Consequently, pursuant to Public Health Law Article 13-E, cannabis may not be smoked or vaped in the following indoor areas:

- (a) places of employment;
- (b) bars;
- (c) food service establishments, except as provided in Public Health Law § 1399-q;
- (d) enclosed indoor areas open to the public containing a swimming pool;
- (e) public means of mass transportation, including subways, underground subway stations, and when occupied by passengers, buses, vans, taxicabs and limousines;
- (f) ticketing, boarding and waiting areas in public transportation terminals;
- (g) youth detention centers and facilities;
- (h) any facility that provides child care services;
- (i) child day care centers;
- (j) group homes for children;
- (k) public institutions for children;
- (l) residential treatment facilities for children and youth;
- (m) all public and private colleges, universities and other educational and vocational institutions, including dormitories, residence halls, and other group residential facilities that are owned or operated by such colleges, universities and other educational and vocational institutions, except that these restrictions do not apply in any off-campus residential unit occupied by a person who is not enrolled as an undergraduate student in such college, university or other educational or vocational institution;
- (n) general hospitals and residential health care facilities;
- (o) commercial establishments used for the purpose of carrying on or exercising any trade, profession, vocation or charitable activity;
- (p) indoor arenas;
- (q) zoos; and
- (r) bingo facilities.

In addition, smoking or vaping of cannabis is not permitted in the following outdoor areas:

- (a) ticketing, boarding or platform areas of railroad stations operated by the MTA;
- (b) on the grounds of hospitals and residential health care facilities or within 15 feet of a building entrance or exit.

Pursuant to Penal Law § 222.10 and Public Health Law Article 13-E, individuals may not smoke or vape cannabis on school grounds (as defined by Education Law 1125(10)), within 100 feet of entrance, exit or outdoor areas of an elementary or secondary school or of a public library (except this does not apply to smoking or vaping in a residence or within the real property boundary lines of residential real property), or in or on a school bus.

New York Courts have ruled that local governments are not preempted from imposing their own local smoking and vaping restrictions that are more stringent than what is mandated under Public Health Law Article 13-E (the “Clean Air Act”). Additionally, NYS Public Health Law § 1399-r provides in relevant part that “Nothing herein shall be construed to restrict the power 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.”

Moreover, local governments may impose their own smoking and vaping restrictions for property owned or controlled by the municipality, including parks and playgrounds.

Local Officials’ Interest in Cannabis Operations

Cannabis Law § 137 prohibits any chief of police, police officer or subordinate of any police department in New York from having an interest, either directly or indirectly, in the cultivation, processing, distribution, or sale of cannabis products, or from offering for sale or recommending to any registered organization or licensee any cannabis products. This prohibition does not apply to the spouse or domestic partner of such an official. Elected village officials are not subject to these limitations unless they are assigned duties directly relating to the operation or management of the police department. This restriction is similar to NYS Alcoholic Beverage Control Law § 128, which prohibits police officers and village officials who manage the police department from having an interest in the manufacture or sale of alcoholic beverages.

Employer Concerns

The MRTA bars employers from discriminating against individuals for cannabis use (See Labor Law § 201-d). However, the MRTA amends Labor Law § 201-d to provide that notwithstanding its prohibitions against discrimination, employers are not be barred from discharging or disciplining an employee (a) if doing so is mandated by State or federal statute or regulation (e.g., CDL requirements) or (b) if the employee is impaired while on the job.

Illegal Possession, Use, and Sale of Cannabis

While the MRTA legalizes adult-use cannabis, it does impose penalties for activities that are not authorized by the Cannabis Law or the Penal Law. Individuals under the age of 21 who are found to be in possession of cannabis or cannabis products are subject to a \$50 civil penalty (Cannabis Law § 132). Additionally, Article 222 of the Penal Law makes possessing or selling various amounts of cannabis and cannabis concentrate subject to various penalties.

Licensees are subject to civil penalties and license suspension and revocation for myriad violations.

Expungement of Records

The MRTA provides extensive procedures for expunging criminal records for many previous cannabis related convictions. The NYS Division of Criminal Justice Services and the Office of Court Administration will be promulgating rules and guidance to facilitate expunging these convictions and the handling of any records related thereto.

¹ 1990 N.Y. Op. Atty. Gen. (Inf.) 35.

² M.H.R.L. § 24(1)(a).

³ M.H.R.L. § 24(1)(a).

⁴ Id.

⁵ General discussion as to number and qualifications of petitioners for a local law subject to a referendum on petition. 1978 N.Y.

Op. Atty. Gen. (Inf.) 291.

⁶ Id.

⁷ M.H.R.L. § 24(1)(a).

⁸ M.H.R.L. § 24(1)(a).

⁹ M.H.R.L. § 24(1)(b).

¹⁰ Village Law § 9-908.

¹¹ Village Law § 9-902(5).

¹² Village Law § 9-900(2).

¹³ Village Law § 9-904.

¹⁴ Village Law § 9-902(1).

¹⁵ Id.

¹⁶ Village Law § 9-908.

¹⁷ Id.