CITY OF NEWBURGH
COUNCIL MEETING AGENDA
SESION GENERAL DEL CONSEJAL
May 23, 2022
7:00 PM

Mayor/Alcaldesa

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

City Clerk:/Secretaria de la Ciudad

3. Roll Call / Lista de Asistencia

Communications/Communicaciones

4. Approval of the minutes from the City Council meeting of May 9, 2022 / Aprovacion del Acta de la Reunion General del Consejal del 9 de mayo de 2022
5. City Manager Update / Gerente de la Ciudad Pone al Dia a la Audiencia de los Planes de Cada Departamento

Presentations/Presentaciones

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

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

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

6. Resolution No. 121 - 2022 - Proposal with CPL for Professional Services at 155 West Street

   Resolution authorizing the City Manager to accept a proposal and execute a contract with Clark Patterson Lee for building condition assessment and roof repair design professional engineering services for 155 West Street in the amount of $30,700.00

   Resolución que autoriza al Gerente de la Ciudad a aceptar una propuesta y ejecutar un contrato con Clark Patterson Lee para la evaluación del estado del edificio y los servicios de ingeniería profesional de diseño para la reparación del techo de 155 West Street por un monto de $30,700.00

7. Resolution No. 122 - 2022 - Proposal with WTI for a Roof Assessment at

155 West Street

Resolution authorizing the City Manager to accept a proposal and execute a contract with Weatherproofing Technologies, Inc. for a roof assessment for 155 West Street in the amount of $2,674.00

Resolución que autoriza al Gerente de la Ciudad a aceptar una propuesta y ejecutar un contrato con Weatherproofing Technologies, Inc. para una evaluación del techo de 155 West Street por un monto de $2,674.00

8. Resolution No. 123 - 2022 - Award of Bid No. 6.22 Boiler Replacement and Conversion to Natural Gas at 123-125 Grand Street

   Resolution to authorize the award of a bid and the execution of a contract with MDS HVAC-R, Inc. for the Boiler Replacement and Conversion to Natural Gas at 123-125 Grand Street in an amount not to exceed $228,197.00

   Resolución que autoriza la adjudicación de una oferta y la ejecución de un contrato con MDS HVAC-R, Inc. para el reemplazo de la caldera y la conversión a gas natural en 123-125 Grand Street por un monto que no exceda de $228,197.00

9. Resolution No. 124 - 2022 - Amend Non-Bargaining Resolution

   Resolution amending Resolution No. 293-2021, the Salary and Benefit Plan for Non-Bargaining Unit Employees to delete the position of Executive Assistant to the City Manager and add the position of Chief of Staff

   Resolución que enmienda la Resolución No. 293-2021, el Plan de Salario y Beneficios para los empleados de la Unidad No-Negociante para eliminar el puesto de Asistente Ejecutivo del Gerente de la Ciudad y añadir el puesto de Jefe de Personal

10. Resolution No. 125 - 2022 - Fireworks Contract- Independence Day Celebration

    Resolution authorizing the City Manager to accept a proposal and execute a contract with Fireworks Extravaganza for the 2022 City of Newburgh Fourth of July celebration on Sunday, July 3, 2022 for the amount of $17,500.00

    Resolución que autoriza al Gerente de la Ciudad a aceptar una propuesta y ejecutar un contrato con Fireworks Extravaganza para la Celebración del Cuatro de julio de la Ciudad de Newburgh, el domingo 3 de julio del 2022, por el monto de $17,500.00

11. Resolution No. 126 - 2022 - Professional Services - Headshots

    Resolution authorizing the City Manager to execute an agreement with Alex Healy Studios for professional photography services in the amount of $2,000.00

Resolución que autoriza al Gerente de la Ciudad a ejecutar un acuerdo con Alex Healy Studios para servicios de fotografía profesional por un monto de $2,000.00

12. Resolution No. 127 - 2022 - An Agreement with Mountain Valley Guides LLC for Access and use of the Washington Street Boat Launch and UNICO Park to provide kayak rentals and tours

    Resolution authorizing the City Manager to execute a license agreement with Mountain Valley Guides LLC for access to and the use of the Washington Street Boat Launch and UNICO Park to provide kayak rentals and tours

    Resolución que autoriza al Gerente de la Ciudad a ejecutar un acuerdo de licencia con Mountain Valley Guides LLC para el acceso y el uso del Washington Street Boat Launch y UNICO Park para proporcionar alquiler de kayaks y tours

13. Resolution No. 128 - 2022 - Schedule 1st Public Hearing and Open 1st 30-Day Public Comment Period for the City of Newburgh Community Development Block Grant (CDBG) FY2023 Annual Action Plan (AAP)

    Resolution opening a 30-day public comment period and scheduling a public hearing for June 13, 2022 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 2023

    Resolución que abre un período de comentarios públicos de 30 días y programa una audiencia pública para el 13 de junio de 2022 para recibir comentarios públicos sobre las acciones propuestas por la Ciudad de Newburgh con respecto al Programa de Subvenciones para Bloques de Desarrollo Comunitario para el Plan de Acción Anual para el Año Fiscal 2023

14. Resolution No. 129 - 2022 - To apply for and accept if awarded a DEC Hudson River Estuary Grant for Local Stewardship Planning

    Resolution authorizing the Conservation Advisory Council and the City Manager to apply for and accept if awarded a New York State Department of Environmental Conservation Round 38 Hudson River Estuary Program Grant in the amount of $50,000.00 to support the Newburgh Natural Resource Inventory

    Resolución que autoriza al Concejo Consultivo de Conservación y al Gerente de la Ciudad a solicitar y aceptar si es otorgado una subvención de la Ronda 38 del Departamento de Conservación Ambiental del Estado de Nueva York para el Programa del Estuario del Río Hudson por un monto de $50,000.00 para apoyar el Inventario de Recursos Naturales de Newburgh

15. Resolution No. 130 - 2022 - Vendor Services Agreement - Orange County NY

Arts Council, Inc. for Bicycle Rack Design
Resolution authorizing an agreement with Orange County NY Arts Council, Inc. relating to the design of sculptural bicycle racks in the City of Newburgh

Resolución que autoriza un acuerdo con Orange County NY Arts Council, Inc. relacionado con el diseño de estantes escultóricos para bicicletas en la Ciudad de Newburgh

16. Resolution No. 131 - 2022 - To Amend Resolution 85-2021 GIVE Grant Program

Resolution amending Resolution No. 85-2021 and authorizing the City Manager to accept an award from the New York State Department of Criminal Justice Services under the Gun Involved Violence Elimination ("GIVE") Partnership for additional funding in the amount of $34,150.00 with no City match for the period April 1, 2022 to June 30, 2022

Resolución que enmienda la Resolución No. 85-2021 y que autoriza al Gerente de la Ciudad a aceptar una adjudicación del Departamento de Servicios de Justicia Criminal del Estado de Nueva York bajo la Asociación de Eliminación de Violencia Involucrada por Armas de Fuego ("GIVE") para financiación adicional por un monto de $34,150.00 el cual no requiere que la Ciudad iguale para el período del 1 de abril de 2022 al 30 de junio de 2022

17. Resolution No. 132 - 2022 - Resolution to Amend 2022 Personnel Book - Fire Department

Resolution amending the 2022 Personnel Analysis Book to add one Dispatcher position on a temporary basis in the Fire Department

Resolución que enmienda el Libro de Análisis del Personal 2022 para añadir un puesto de Despachador de forma temporal en el Departamento de Bomberos

18. Resolution No. 133 - 2022 - Designation of the Newburgh Colored Burial Ground Memorial

Resolution of the City Council of the City of Newburgh dedicating the Newburgh Colored Burial Ground Memorial in Downing Park

Resolución del Consejo Municipal de la Ciudad de Newburgh dedicando el Memorial del Cementerio de Color de Newburgh en el Parque Downing

19. Resolution No. 134 - 2022 - Arts and Cultural Commission Appointments

A resolution appointing Betty Bastidas, Kenneth Muigai, Jason Otero and Anthony Slade, Jr. to the City of Newburgh Arts and Cultural Commission for three year terms

Una resolución nombrando a Betty Bastidas, Kenneth Muigai, Jason Otero

y Anthony Slade, Jr. a la Comisión de Artes y Cultura de la Ciudad de Newburgh por términos de tres años

20. Resolution No. 135 - 2022 - Civil Service Commission Appointments

A resolution reappointing John Powell and Vera Best to the Municipal Civil Service Commission of the City of Newburgh

Una resolución renombrando a John Powell y Vera Best a la Comisión de Servicio Civil Municipal de la Ciudad de Newburgh

21. Resolution No. 136 - 2022 - Transportation Advisory Committee Appointments

A resolution re-appointing 4 members to two year terms and appointing 3 new members to two year terms on the Transportation Advisory Committee

Una resolución renombrando a 4 miembros por términos de dos años y nombrando a 3 nuevos miembros por términos de dos años al Comité Consultivo de Transportación

22. Resolution No. 137 - 2022 - Resolution Authorizing a Payment of Claim

A resolution ratifying a settlement and authorizing the payment of claim with Hector Camacho in the amount of $8,000.00

Una resolución que ratifica un acuerdo y autoriza un reclamo de pago con Héctor Camacho por el monto de $8,000.00

23. Resolution No. 138 - 2022 - Resolution Authorizing a Payment of Claim

A resolution authorizing the City Manager to execute a payment of claim with Katherine Cruz in the amount of $11,174.57

Una resolución que autoriza al Gerente de la Ciudad a ejecutar un reclamo de pago con Katherine Cruz por el monto de $11,174.57

24. Resolution No. 139 - 2022 - Resolution Authorizing a Payment of Claim

A resolution authorizing the City Manager to execute a payment of claim with Jose J. Gonzalez in the amount of $8,466.46

Resolución que autoriza al Gerente de la Ciudad a ejecutar un reclamo de pago con José J. González por el monto de $8,466.46

25. Ordinance No. 4 - 2022 - Chapter 272 Taxicab Amendments

Ordinance amending Chapter 272 entitled “Taxicabs” of the Code of the City of Newburgh

Ordenanza que enmienda el capítulo 272 titulado "Taxicabs" del Código de

la Ciudad de Newburgh

26. Ordinance No. 5 - 2022 - Chapter 288 - Taxi Stand Designation

    Ordinance amending Section 288-80 entitled “Schedule XXII: Taxi Stands" of the Code of Ordinances of the City of Newburgh

    Ordenanza que enmienda la sección 288-80 titulada "Schedule XXII: Taxi Stands" del Código de Ordenanzas de la Ciudad de Newburgh

27. Ordinance No. 6 - 2022 - Section 220-30 - Fishing

    Ordinance amending Section 220-30 entitled “Fishing” of Chapter, Article VIII entitled “Frank Masterson Recreation Area" of the Code of Ordinances of the City of Newburgh

    Ordenanza que enmienda la sección 220-30 titulada "Fishing" del capítulo, artículo VIII titulado "Frank Masterson Recreation Area" del Código de Ordenanzas de la Ciudad de Newburgh

Old Business: / Asuntos Pendientes

New Business: / Nuevos Negocios

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

Adjournment/ Aplazamiento:

RESOLUTION NO.: ___121_____ - 2022

OF

MAY 23, 2022

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ACCEPT A PROPOSAL AND EXECUTE A CONTRACT WITH CLARK PATTERSON LEE FOR BUILDING CONDITION ASSESSMENT AND ROOF REPAIR DESIGN PROFESSIONAL ENGINEERING SERVICES FOR 155 WEST STREET IN THE AMOUNT OF $30,700.00

WHEREAS, the City of Newburgh completed the acquisition of real property known as 155 West Street, Section 14, Block 3, Lot 26.3; and

WHEREAS, the City of Newburgh received a proposal for professional engineering services from Clark Patterson Lee for building condition assessment and roof repair design for the building located at 155 West Street; and

WHEREAS, funding for the engineering services in the amount of $30,700.00 shall be derived from A.1230.0455.0001 Other Services Consultant Services; and

WHEREAS, this Council has reviewed the proposal and determined that entering into a contract with Clark Patterson Lee 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 accept a proposal and to execute a contract with Clark Patterson Lee, in the amount of $30,700.00 for professional engineering building condition assessment and roof repair design services for the property located at 155 West Street.

Clark Patterson Lee

May 9, 2022

Mr. Jason C. Morris, P.E.
Commissioner of Public Works
City of Newburgh
83 Broadway
Newburgh, NY 12550

RE: 155 WEST ST. – BUILDING CONDITION SURVEY & ROOF REPAIR DESIGN PROPOSAL FOR PROFESSIONAL SERVICES

Dear Jason:

Scope of Services

Our services would include the following tasks:

TASK 1: Conduct a Building Condition Survey (BCS): The area of the building is approximately 4,000 GSF per floor x 3 stories = 12,000 GSF. CPL will conduct a walkthrough of the building to visually survey the existing Civil, Structural, Architectural, Mechanical, Electrical and Plumbing components, infrastructure and systems of the building to assess condition and code compliance. In addition, compliance to the Americans with Disabilities Act (ADA) will be reviewed as part of our survey. Documentation of the survey will be provided through photos, building component descriptions, corrective actions, estimated costs for repair/replacement within a spreadsheet format for the City's review and subsequent use as a master plan to track past, ongoing, and future projects for capital improvement and repair.

Complete a Matterport Scan of the entire building to provide 3D imagery and virtual tour of all accessible building spaces. This is a great visual tool and aids in building assessments and visually documents existing conditions. The Matterport digital file can also be imported into Auto CADD and / or Revit for future development of dimensional floor plans and BIM models. We can offer the generation of digital floor plans as an additional service and fee if the City desires at a later time. Refer to the attachment for further Matterport info including a QR code to help visualize product results and capabilities.

TASK 2: Professional design services for roof repair and bid services. CPL in conjunction with TREMCO completed some initial investigations on design alternatives for roof renovations / reconstruction to remedy and significant low spot in the roof that collects water. Our initial opinion of construction costs are in the neighborhood of $180,000. Our design services include preparation of design plans and specs for public procurement and include bid services.

50 Front Street, Suite 202 | Newburgh, NY 12550 | 845.567.6700 | clarkpattersonlee.com

TASK 3: Under this task we are proposing typical construction administration services. CPL will review and approve submittals, provide responses to RFIs, review and approve pay requests, document work progress with reports and photos, hold a weekly progress meeting, assist with project.

Compensation

Our fee proposal breakdown on a task basis to complete the work described above is as follows:

Task 1: BCS SERVICES	$ 11,500	Lump Sum
Task 2: DESIGN SERVICES	$ 12,800	Lump Sum
Task 3: CONSTRUCTION ADMIN	$ 6,400	Lump Sum
ESTIMATED NOT TO EXCEED TOTAL	$ 30,700	

We will submit invoices monthly, as the work progresses.

This proposal is based on an estimated not to exceed fee total broken down per phase. If you wish to proceed with any individual task, please initial the respective task requested if not all three tasks are desired. Please provide an authorized signature in the designated space below and return one copy or provide an executed purchase order.

Please contact us if you have any questions or require any additional information. We look forward to this opportunity to be of service to the City of Newburgh.

Very truly yours,

CPL

Timothy J. Moot, PG
Principal
Attch

Proposal Accepted By:

Signature: _____ Date: _____
City of Newburgh

EMERGING TECHNOLOGIES AND SERVICES

PROCESS IMPROVEMENTS

Project document accuracy is critical in fast-paced, tight-budget projects and that accuracy has to start with a detailed and accurate understanding of the project conditions. The CPL team has a deep expertise in existing building renovations and employs the most advance technologies like Laser Point Scanning, 3-D Camera/ Matterport Scanning and Building Information Modeling to build our project document set. By using these tools, we are able to quickly and accurately document existing conditions and more precisely coordinate the document set; saving time and money. These state-of-the-art applications provide CPL's staff the tools they need to efficiently develop their designs while offering flexibility in how the digital information is used and ultimately delivered to our clients.



BUILDING INFORMATION MODELING:

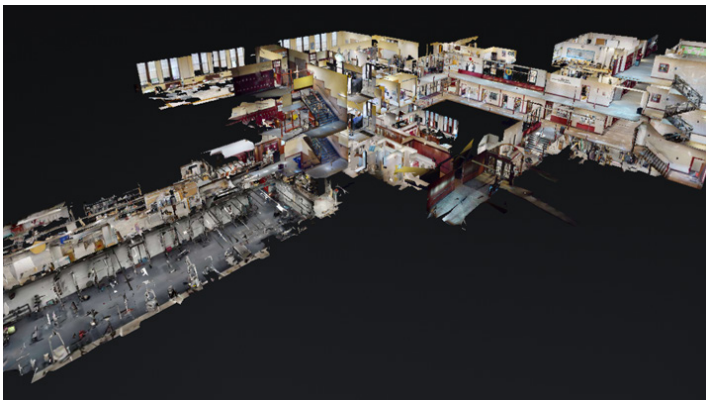
CPL's Building Information Modeling platform of choice is Autodesk REVIT. These state-of-the-art applications provide CPL's staff the tools they need to efficiently develop their designs while offering flexibility in how the digital information is used and ultimately delivered to our clients.

3D SPATIAL DATA:

Capture: As-built building scans enable up to date and accurate data for facilities managers.

Access: Our facility assessments and surveys empower you to make decisions more confidently.

Integrate: Informational overlays with real-time data streams give emergency services and facilities engineers the up-to-date data they need to make timely decisions.



Scan for an example of CPL's 3D Spatial Data capabilities of the Paramount Theater in Peekskill, NY

To learn more about CPL's Spatial Data Services, please scan the QR Code.

CPL
ARCHITECTURE
ENGINEERING
PLANNING
CPLteam.com

RESOLUTION NO.: ____122_____ - 2022

OF

MAY 23, 2022

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ACCEPT A PROPOSAL AND EXECUTE A CONTRACT WITH WEATHERPROOFING TECHNOLOGIES, INC. FOR A ROOF ASSESSMENT FOR 155 WEST STREET IN THE AMOUNT OF $2,674.00

WHEREAS, the City of Newburgh completed the acquisition of real property known as 155 West Street, Section 14, Block 3, Lot 26.3; and

WHEREAS, the City of Newburgh received a proposal for a roof assessment from Weatherproofing Technologies, Inc. for the building located at 155 West Street; and

WHEREAS, funding for the engineering services in the amount of $2,674.00 shall be derived from A.1230.0455.0001 Other Services Consultant Services; and

WHEREAS, this Council has reviewed the proposal and determined that entering into a contract with Weatherproofing Technologies, Inc. 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 accept a proposal and to execute a contract with Weatherproofing Technologies, Inc., in the amount of $2,674.00 for roof assessment for the property located at 155 West Street.

WTI General Services Proposal



PROPOSAL

Proposal Prepared for:

City of Newburgh









A Subsidiary of Tremco Incorporated
3735 Green Road, Beachwood, OH 44122 • www.tremcoroofing.com

02/10/17

WTI General Services Proposal

Mr. Jason C. Morris, P.E.

City of Newburgh
Commissioner of Public Works & City Engineer
83 Broadway
Newburgh, New York 12550

Re: Project Name/Address: Full IR Scan - 155 West Street, Newburgh, NY 12550
Customer (the "Customer"): City of Newburgh

Dear Jason,

Thank you for allowing Weatherproofing Technologies, Inc. ("WTI") to provide you with a proposal for work at the above-referenced location.

CONTRACT PRICE:
$ 2,674 ❑ Plus tax ❑ Tax included ☑ Tax exempt ❑ No tax
❑ Labor Only ❑ Time and Materials ❑ NTE ☑ Lump Sum

SCOPE OF WORK (THE "WORK"):

Perform (Full) Infrared Roof Moisture Survey as follows:

1. 1 - Site / 1 - Building / 1 - Roof Section. Area totaling approximately 4,000 Sq. Feet.
2. Scan all accessible roof areas with a Infrared Scanner.
3. Mark all wet areas on roofs with paint.
4. Field roof drawings, core cuts with moisture verifications and thermograms to be provided.
5. Full CADD drawings with all wet areas found marked and plotted on the drawings.

Unless all Work hereunder is to be performed within thirty (30) days, WTI shall submit an invoice to the Customer at the end of each calendar month for the amount due for the portion of the Work completed during that month. If all Work is to be performed within thirty (30) days, no invoice shall be submitted until all Work has been completed. Customer shall pay WTI in full within thirty (30) days after receipt of each invoice.

TERMS AND CONDITIONS:
This Proposal is an offer by WTI to provide the Scope of Work set forth above to the Customer on the terms and conditions set forth herein and in WTI's standard terms and conditions (a copy of which may be obtained at http://www.tremcoroofing.com/fileshare/terms/TandCWTI.pdf), which are hereby incorporated by reference (together, the "Terms and Conditions"). The Terms and Conditions will govern the Work to the exclusion of any other or different terms, including in any customer purchase order, unless otherwise expressly agreed in writing pursuant to a Master Agreement or similar contract with Customer signed by an authorized representative of WTI. Please confirm your acceptance either by return e-mail to the representative identified below or by having an authorized representative of Customer sign in the space provided below. Upon receipt of acceptance, WTI will process your order and promptly begin the Scope of Work. We appreciate your business and look forward to working with you at your facility.

Sincerely, Justin Frye

WEATHERPROOFING TECHNOLOGIES, INC.
By: Justin Frye
Title: Senior Field Advisor
Phone: 908.910.4394
E-mail: jfrye@tremcoinc.com

AUTHORIZATION AND ACCEPTANCE:

Authorization is hereby given to WTI to proceed with the Work.

Customer:

By:
P.O. number (if required):
Print name:
Title:
Date:

A Subsidiary of Tremco Incorporated
3735 Green Road, Beachwood, OH 44122 • www.tremcoroofing.com

ACKNOWLEDGEMENT REGARDING PREVAILING WAGE REQUIREMENTS:
Please check ONE of the below:

❑ The work described to be performed by Weatherproofing Technologies, Inc. ("WTI") at customer's facilities is not subject to federal, state or local prevailing wage requirements, other than the Fair Labor Standards Act's minimum wage provisions (29 U.S.C. § 206) and similar state minimum wage laws of general application.

☑ The work to be performed by WTI at customer's facilities is subject to prevailing wage requirements, and the customer agrees to provide WTI with all applicable wage schedules for such work before a purchase order is generated for this work.

Customer further acknowledges that if customer is a public entity or agency, or the project is funded in whole or in part with federal funds, the price quoted by WTI for work performed on customer's facilities is based on the assumption that the work is covered by a prevailing wage law (applicable state or local prevailing wage law or the Davis Bacon Act). If the customer indicates above that this project is not subject to any federal, state or local prevailing wage requirements the quoted price may be reduced.

Customer Name:
Customer Representative:
(print name)
Signature:
Date:

A Subsidiary of Tremco Incorporated
3735 Green Road, Beachwood, OH 44122 • www.tremcoroofing.com

RESOLUTION NO.: 123 - 2022

OF

MAY 23, 2022

A RESOLUTION TO AUTHORIZE THE AWARD OF A BID AND THE EXECUTION OF A CONTRACT WITH MDS HVAC-R, INC. FOR THE BOILER REPLACEMENT AND CONVERSION TO NATURAL GAS AT 123-125 GRAND STREET IN AN AMOUNT NOT TO EXCEED $228,197.00

WHEREAS, the City of Newburgh has duly advertised for bids for the Boiler Replacement and Conversion to Natural Gas at 123-125 Grand Street; and

WHEREAS, bids have been duly received and opened and MDS HVAC-R, Inc. is the low bidder; and

WHEREAS, funding for such project shall be derived from 2020 BAN H1.1120.0208.0000.2020;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the bid for the Boiler Replacement and Conversion to Natural Gas at 123-125 Grand Street be and it hereby is awarded to MDS HVAC-R, Inc. in an amount not to exceed $228,197.00, and that the City Manager be and he is hereby authorized to enter into a contract for such work in this amount.

Unofficial Bid Tabulation

City of Newburgh, NY

Project: Bid #6.22 - Boiler Replacement and Conversion to Natural Gas at 123-125 Grand Street

Bid Opening: Tuesday, May 3, 2022 at 11:00 a.m., (local time)

Public Opening: Began at 11:04 AM Closed at 11:23 AM

Present from City: Elizabeth Garrison, Admin. Asst. to Comm. of PW/Engineer
Janice Gaston, City Comptroller
Robert VanVlack, Sr. Acct. Clerk
Zakia Alam, Jr. Civil Engineer

Contractors Present: Tim Triototta, MDS
Candy Durcan, United
Walter Haberstroh, TMB Service
John Folkerts, S&L

BIDDER NAME	LUMP SUM BID
MDS HVAC-R, Inc.	$228,197.00
TM Brennan Service, Inc.	$389,500.00
United Air Conditioning	$468,169.00
Southeast Mechanical Corp.	$525,750.00
S&L Plumbing & Heating Corp.	$687,000.00

SECTION 00 41 13

BID FORM

Project Identification: Boiler Replacement and Conversion to Natural Gas at 123-125 Grand Street

Contract Identification And Number: Bid No. 6.22

Submitted To: City of Newburgh

83 Broadway - 4th Floor , Newburgh, NY 12550
Attn: City Comptroller

1. The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into an agreement with OWNER in the form included in the Contract Documents to perform and furnish all Work as specified or indicated in the Contract Documents for the Bid Price and within the Bid Times indicted in this Bid and in accordance with the other terms and conditions of the Contract Documents.

2. BIDDER accepts all of the terms and conditions of the Instructions to Bidders. This Bid will remain subject to acceptance for forty-five (45) days after the day of the submission deadline. BIDDER will sign and deliver the required number of counterparts of the Agreement with the Bonds and other documents required by the Bidding Requirements within fifteen (15) days after the date of OWNER's Notice of Award.

3. In submitting this Bid, BIDDER represents as more fully set forth in the Agreement, that:

   a. BIDDER has examined and carefully studied the Notice to Bidders, Bid Documents and the following Addenda receipt of all which is hereby acknowledged:

      List Addenda by Addendum Number and Date:

      Addenda 1 - April 19, 2022, Addenda 2 - April 25, 2022

   b. BIDDER has visited the site and become familiar with and is satisfied as to the general, local, and site conditions that may affect cost, progress, performance, and furnishing of the Work. Alternatively, in lieu of such, do solely and completely accept all risks inherent in not doing so.

   c. BIDDER is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, performance, and furnishing of the Work.

   d. BIDDER has carefully studied all reports of explorations and tests of subsurface conditions at or contiguous to the site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site (except underground facilities) which have been provided in paragraph 4.2 of the General Conditions. BIDDER accepts the determination set forth in paragraph 4.2 of the General Conditions of the extent of the "technical data" contained in such reports and drawings upon which BIDDER is entitled to rely as provided in paragraph 4.2 of the General Conditions. BIDDER acknowledges that such reports and drawings are not Contract Documents and may not be complete for BIDDER's purposes. BIDDER acknowledges that OWNER and ENGINEER do not assume responsibility for the accuracy or completeness of information and data shown or indicted in the Bid Documents with respect to underground facilities at or contiguous to the site. BIDDER has obtained and carefully studied (or assumes responsibility for having done so) all such additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and underground facilities) at or contiguous to the site or otherwise which may affect cost progress, performance or furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by BIDDER and safety precautions and programs incident thereto. BIDDER does not consider that any additional examinations, investigations, explorations, tests, studies or data are necessary for the determination of this Bid for performance and furnishing of the Work in accordance with the times, price, and other terms and conditions of the Contract Documents.

   e. BIDDER is aware of the general nature of Work to be performed by OWNER and others at the site that relates to Work for which this Bid is submitted as indicated in the Contract Documents.

f. BIDDER has correlated the information known to BIDDER, information and observation obtained from visits to the site, reports and drawings identified in the Contract Documents and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.

g. BIDDER has given OWNER written notice of all conflicts, errors, ambiguities or discrepancies that BIDDER has discovered in the Contract Documents and the written resolution thereof by OWNER is acceptable to BIDDER, and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work for which this Bid is submitted.

h. This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm, or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization, or corporation; BIDDER has not directly or indirectly induced or solicited any other BIDDER to submit a false or sham Bid; BIDDER has not solicited or induced any person, firm or corporation to refrain from bidding; and, BIDDER has not sought by collusion to obtain for itself any advantage over any other BIDDER or over OWNER.

i. Any other representation required by Laws and Regulations.

4. BIDDER will complete the Work in accordance with the Contract Documents for the following price(s). The Lump Sum Bid Price shall be the cost of the Work for the Project outlined and described in all of the Contract. The City shall make the determination post bid as to how to proceed based upon the bid proposals.

LUMP SUM BID PRICE:

two hundred twenty-eight Thousand one hundred ninety seven dollars (*Written or Typed in Text*) $ 228,197.00 (*Numerical*)

5. BIDDER agrees that the Work will be substantially complete and ready for final payment in accordance with paragraph 14.13 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement. BIDDER accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work within the times specified in the Agreement.

6. The following documents are attached to and made a condition of this Bid:

   a. Resolution of Board of Directors

   b. Non-Collusion Bidding Affidavit

   c. Required BIDDER's Qualification Statement with supporting data

   d. Affidavit of Workers' Compensation

   e. Iranian Energy Sector Divestment

7. Communications concerning this Bid shall be addressed to, the address of BIDDER indicated below:

MDS HVAC-R, Inc.

192 Plains Road

Walden, New York 12586, Attn Dominick DiViesti, President

8. Terms used in this Bid which are defined in the General Conditions or Instructions will have the meanings indicated in the General Conditions or Instructions.

SUBMITTED on: **May** (*Month*) **3** (*Day*) **2022** (*Year*)

State Contractor License No.: **N/A**

RESOLUTION NO. ___124____ - 2022

OF

MAY 23, 2022

A RESOLUTION AMENDING RESOLUTION NO. 293-2021, THE SALARY AND BENEFIT PLAN FOR NON-BARGAINING UNIT EMPLOYEES, TO DELETE THE POSITION OF EXECUTIVE ASSISTANT TO THE CITY MANAGER AND ADD THE POSITION OF CHIEF OF STAFF

WHEREAS, the City Council, by Resolution No. 293-2021 of December 13, 2021, adopted a salary and benefit plan for non-bargaining unit employees; and

WHEREAS, by Resolution No. 110-2022 of May 9, 2022, the City Council amended the 2022 Personnel Analysis Book to delete the position of Executive Assistant to the City Manager and add the position of Chief of Staff in the Executive Office and such Personnel Book amendment requires an amendment to Resolution No. 293-2021;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh that Resolution No. 293-2021, the salary and benefit plan for non-bargaining unit employees, is amended as follows, effective immediately:

Section 21: Intent of the Council

It is the intent of this Council that

(b) the following are to be classed as Deputies and Assistants under this resolution:

Assistant Corporation Counsel, Assistant City Comptroller, Human Resources Director, Deputy Fire Chief, Deputy Police Chief, Deputy City Clerk/Registrar, Deputy City Clerk, Deputy Superintendent of Public Works, Deputy Superintendent of Water, Chief of Staff ~~Executive Assistant~~ and Crime Analyst.

SCHEDULE A

Grade 3
~~Executive Assistant to City Manager~~

Grade 5
Chief of Staff

~~Strikethrough~~ denotes deletion
Underlining denotes addition

RESOLUTION NO. 293 - 2021

OF

DECEMBER 13, 2021

A RESOLUTION TO AMEND AND RESTATE THE BENEFIT PLAN FOR NON-BARGAINING UNIT EMPLOYEES

BE IT RESOLVED, by the Council of the City of Newburgh, New York, that Resolution No. 60-2019, as amended by Resolution No. 172-2020, establishing a benefit plan for non-bargaining unit employees is hereby amended and the Benefit Plan For Non-Bargaining Unit Employees is hereby restated as follows:

Section 1: Covered Employees

This resolution shall apply to all salaried officers and salaried permanent employees of the City of Newburgh who work regular hours of no less than 35 hours per week and who are not members of any collective bargaining unit.

Section 2: Holidays

(a) Employees covered by this resolution shall be granted leave with pay for the following holidays:

New Year's Day	Columbus Day
Martin Luther King's Birthday	General Election Day
Presidents Day	Veteran's Day
Memorial Day	Thanksgiving Day
Independence Day	Friday following Thanksgiving Day
Labor Day	Christmas Day

(b) Holiday Pay

The following 24-hour, emergency, on-call personnel shall receive holiday pay in lump sum payment equal to 12 days' pay at their established salary in the first pay period in December of each year:
Police Commissioner, Police Chief, Fire Chief, Superintendent of Public Works, City Engineer, Commissioner of Public Works, and Water Superintendent.

Section 3: Vacation

(a) All new employees must work one full year from their date of appointment before being eligible to take a vacation.

(b) Vacation may only be taken with the prior approval of the department head or the City Manager. Approval shall not be unreasonably withheld.

(c) Employees shall earn vacation time in accordance with the following schedule:

I. City Manager and Department Heads upon completion of

1 year	20 working days
2 years	21 working days
3 years	22 working days
4 years	23 working days
5 years	26 working days
6 years	28 working days
7 years	29 working days
8 years	30 working days
9 years	31 working days
10 years	32 working days
11+ years	33 working days

II. Deputies and Assistants upon completion of

1 year	15 working days
2 years	16 working days
3 years	17 working days
4 years	18 working days
5 years	20 working days
6 years	21 working days
7 years	22 working days
8 years	23 working days
9 years	24 working days
10 years	25 working days
11 years	26 working days
12 years	27 working days
13 years	28 working days
14 years	29 working days
15 years	30 working days

III. Administrative/Confidential Employees upon completion of

1 year	10 working days
2 years	15 working days
3 years	16 working days
4 years	17 working days
5 years	18 working days
6 years	20 working days
7 years	21 working days
8 years	22 working days
9 years	23 working days
10 years	24 working days
11 years	25 working days
12 years	26 working days
13 years	27 working days
14 years	28 working days
15 years	29 working days
16+ years	30 working days

Section 4: Sick Leave

(a) All employees shall receive 15 sick days per year.

(b) Employees shall be granted sick leave at half-pay for personal illness after all sick and vacation time has been exhausted but such sick leave at half pay shall not exceed one week for each complete year of service.

(c) When an employee is off the job due to illness, the City will continue to pay health insurance premiums for a maximum period of three months until a waiver of premium is executed.

(d) The City Manager may request an employee using sick leave to provide a doctor's certificate for an absence of more than three days.

(e) Commencing January 1, 2008, a non-bargaining unit employee with at least eight (8) years of employment with the City may seek to convert accrued and unused sick leave to a cash payment subject to the approval of the City Manager and the terms stated herein. The City Manager shall have sole discretion to approve or disapprove the employee's request, and the decision shall be non-reviewable. In addition to the requisite years of employment with the City, the employee must have no less than fifty (50) sick leave days accrued and unused remaining after the requested number of sick leave days is deducted from the employee's sick leave balance.

The employee shall be paid at 75% of the employee's daily rate of pay based on the employee's annual salary at the time of payment for each day of sick leave approved by the City Manager for conversion. The number of sick leave days converted to cash payment shall be deducted from the employee's sick leave balance.

An employee may request and/or receive payment for accrued sick leave no more frequently than once in a five (5) year period. An employee shall not be eligible for conversion of sick leave to cash payment for a five year period after the employee receives the payment provided herein.

Section 5: Personal Leave

All employees shall receive the following personal leave days:

During the first year of employment	1 day
During the second, third and forth year of employment	2 days
During the fifth and each subsequent year of employment	4 days

Section 6: Bereavement Leave

Employees shall be entitled to four (4) consecutive work days leave of absence with pay between the dates of death and funeral when a death occurs in the immediate family which shall include a grandparent, a grandparent-in-law, parent, mother-in-law, father-in-law, spouse, child, brother, sister, brother-in-law, sister-in-law and grandchild. Provided that uniformed members of the police and fire departments covered by this Resolution shall receive the bereavement leave as is provided to subordinate members of their departments.

Section 7: Jury Duty Leave

Time off with full pay will be allowed for jury duty provided that any reimbursement check for said jury duty is submitted to the City. Payment received for mileage and meal allowance shall belong to the employee.

Section 8: Child Care Leave

Employees shall receive Child Care leave to the same extent as it is granted to other employees of the City.

Section 9: Uniform Allowance

Employees covered by this Resolution who are uniformed members of the Police and Fire Departments shall receive the same clothing allowance as is provided to subordinate members in their respective departments.

Section 10: Health Insurance

(a) The City shall continue to participate in the New York State Health Insurance Plan and contribute one hundred percent (100%) of the premium for employees and other dependents and continue the present policy upon retirement.

(b) Health Insurance Waiver – an employee who is covered by another health insurance plan may decline the coverage provided herein on or before the 1st day of December of each year by executing a waiver on a form established by the Comptroller. An employee declining and waiving coverage shall receive a payment equal to 25% of the savings to the City on or before January 30 of the following year.

(c) All employees hired on or after February 10, 2003 shall contribute 10% of the cost of health insurance for the like of their employment with the City.

(d) All employees hired after February 8, 2016 shall contribute 15% of the cost of health insurance for the like of their employment with the City.

(e) Employees must have a minimum of ten (10) years of service with the City of Newburgh to be eligible to receive health insurance upon retirement.

Section 11: Dental and Optical Insurance

Effective January 1, 2008, employees shall be included in the CSEA Sunrise Dental Plan and the CSEA Platinum Vision Plan on the same terms and conditions as provided to City employees covered by the CSEA collective bargaining agreement in effect for the period January 1, 2014 through December 31, 2016. This provision is subject to the approval by the CSEA Sunrise Dental Plan and the CSEA Platinum Vision Plan of inclusion of non-bargaining unit City employees in said plans.

Section 12: Retirement

The City shall continue to participate in the New York State and Local Employees' Retirement System and the New York State and Local Police and Fire Retirement System.

Section 13: Severance

Upon the effective date of separation, retirement or death, the employee or the employee's beneficiary shall receive cash payment for seventy-five percent (75%) of unused sick leave at the employee's current salary, plus the cash value of all accrued but unused vacation leave.

Section 14: Longevity Schedule

A longevity payment is to be made on the anniversary date of the employee's hiring and annually thereafter in accordance with the following schedule.

Upon Completion of Stated Years of Employment	January 1, 2019	January 1, 2020	January 1, 2021
5 years of employment	1,525	1,675	1,825
10 years of employment	2,175	2,325	2,475
15 years of employment	2,525	2,675	2,825
18 years of employment	2,875	3,025	3,175
20 years of employment	3,000	3,150	3,300

Section 15: Life Insurance

The City shall provide to each employee a life insurance policy in the amount of two times the employee's annual salary.

Section 16: Deferred Compensation Plan

The City shall adopt the Deferred Compensation Plan for employees of the State of New York and other participating public jurisdictions open to employees covered by this resolution, pursuant to Section 5 of the State Finance Law. Employees may on one occasion during their employment contribute unused sick or vacation time to the deferred compensation plan at the rate of 75% of its cash value provided that such contribution is consistent with the rules of the plan and applicable to State and Federal statutes and regulations.

Section 17: Salary Increases

Effective in the first pay period following the date of this Resolution, the annual salary rates and steps of each position covered by this Resolution will be increased by $2,500.00 above the rates in effect on January 1, 2019. Effective January 1, 2020, the annual salary rates and steps of each position will be increased by 2% above the rates in effect on December 31, 2019. Effective January 1, 2021, the salary rates and steps of each position will be increased by 2% above the rates in effect on December 31, 2020. Effective January 1, 2022, the salary rates and steps of each position will be increased 2% above the rates in effect on December 31, 2021. Salary and step increases are reflected on Schedule B attached hereto.

Section 18: Fair Labor Standards Act

Employees subject to the Fair Labor Standards Act and covered by this Resolution shall receive compensatory time as required by the Fair Labor Standards Act for time worked in excess of 40 hours per week.

Section 19: Education

Subject to prior course approval by the City Manager, the full cost of tuition, books and school, not to exceed the tuition rate per credit hour as established by the State University of New York (New Paltz), incurred by any officer or employee covered by this resolution attending a certified educational institution or course which is related to said officer's or employee's duties shall be paid upon successful completion of said course and the submission of official grade reports to the City Manager. The cost of courses or education unrelated to an officer's or employee's duties or employment by the City shall not be paid by the City.

Section 20: Fitness for Duty

The City of Newburgh and its officers and employees recognize that the public has the absolute right to expect that persons employed by the City in the exercise of their duties will be free from the effects of alcohol and controlled substances. The City, as the employer, has the right to expect its employees to report for duty and to set a positive example for the community. The non-bargaining unit employees, by acceptance of the benefits conferred by this Resolution, recognize and agree that the City Manager has the right to adopt rules, regulations, policies and procedures to implement random testing of employees for the use of alcohol and controlled substance as to all employees who exercise public safety functions, operate City vehicles or equipment, have access to confidential information or information the divulgence of which would adversely affect public security or who exercise a public trust.

Section 21: Intent of the Council

It is the intent of this Council that

(a) the following are to be classed as Department Heads under this resolution:

City Manager, City Comptroller, Police Commissioner, Police Chief, Commissioner of Public Works, Fire Chief, Director of Planning and Development, Code Compliance Supervisor, Corporation Counsel, Superintendent of Public Works, Superintendent of Water, Recreation Director, City Clerk/Registrar, City Assessor, City Collector, Information Systems Manager, City Engineer and Civil Service Administrator.

(b) the following are to be classed as Deputies and Assistants under this resolution:

Assistant Corporation Counsel, Assistant City Comptroller, Human Resources Director, Deputy Fire Chief, Deputy Police Chief, Deputy City Clerk/Registrar,

Deputy City Clerk, Deputy Superintendent of Public Works, Deputy Superintendent of Water, Executive Assistant and Crime Analyst.

(c) the following are to be classed Administrative/Confidential Employees under this resolution:

Business Services Coordinator, Secretary to the Director of Planning and Development, Administrative Assistant to the City Manager, Secretary to the City Manager, Secretary to the Corporation Counsel, Secretary to the Police Chief, Secretary to the Fire Chief, Secretary to the Water Superintendent, Secretary to the Engineer and Secretary to the Superintendent of Public Works, Accountant, Junior Accountant, Grants Administrator and Grants Coordinator.

It is further the intent of this Council to preserve its discretion to enter into agreements for the employment of the City Manager outside the scope of this resolution as authorized by City Charter Section C5.00(A).

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 12/13/21 and that it is a true and correct copy of such original.

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

Katrina Cotten
Deputy City Clerk

SCHEDULE A

Grade 1 Deputy City Clerk Grade 2 Deputy City Clerk/Registrar Secretary to the Engineer Secretary to the Fire Chief Secretary to the Superintendent of Public Works Secretary to the Director of Planning and Development Secretary to the Police Chief Secretary to the Corporation Counsel Secretary to the Water Superintendent Administrative Assistant to City Manager Grade 3 City Clerk/Registrar Executive Assistant to City Manager Business Services Coordinator Junior Accountant Grants Coordinator Grade 4 Accountant Grants Administrator	Grade 5 Crime Analyst City Collector City Assessor Information Systems Manager Human Resources Director Civil Service Administrator Deputy Superintendent of Public Works Deputy Superintendent of Water Grade 6 Code Compliance Supervisor Recreation Director Grade 7 Assistant Corporation Counsel Assistant City Comptroller Deputy Fire Chief Grade 7B Deputy Police Chief Grade 8 Superintendent of Water Superintendent of Public Works Director of Planning and Development City Engineer Fire Chief Police Chief Grade 9 Commissioner of Public Works Police Commissioner City Comptroller Corporation Counsel City Manager**

**The salary for the City Manager position is further subject to terms provided in an employment agreement between the City and the City Manager.

City of Newburgh
Non-Bargaining Salary Schedule
FY2022 2%

Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
1	$ 37,765	$ 40,794	$ 43,824	$ 47,679	$ 50,158	$ 53,187
2	$ 48,781	$ 51,755	$ 54,564	$ 57,505	$ 60,541	$ 63,657
3	$ 60,507	$ 62,715	$ 63,944	$ 66,005	$ 67,952	$ 70,817
4	$ 71,190	$ 73,108	$ 74,855	$ 76,688	$ 78,836	$ 81,128
5	$ 80,325	$ 83,419	$ 86,512	$ 89,491	$ 92,584	$ 94,946
6	$ 88,574	$ 90,379	$ 92,240	$ 94,045	$ 96,020	$ 98,884
7	$ 99,529	$ 101,068	$ 102,604	$ 104,113	$ 105,679	$ 107,217
7B	$ 104,362	$ 105,978	$ 107,593	$ 109,206	$ 109,821	$ 110,437
8	$ 113,165	$ 114,918	$ 116,672	$ 118,427	$ 122,130	$ 125,834
9	$ 124,498	$ 126,325	$ 128,154	$ 129,982	$ 131,811	$ 132,114

RESOLUTION NO.: __110___-2022

OF

MAY 9, 2022

A RESOLUTION AMENDING THE 2022 PERSONNEL ANALYSIS BOOK TO DELETE ONE EXECUTIVE ASSISTANT TO THE CITY MANAGER POSITION AND ADD ONE CHIEF OF STAFF POSITION IN THE EXECUTIVE OFFICE

WHEREAS, the City Manager proposes to delete one Executive Assistant to the City Manager position and add one Chief of Staff position to improve the efficiency of the Executive Office; and

WHEREAS, the change in the job titles of such positions requires the amendment of the City of Newburgh Adopted Personnel Analysis Book for 2022;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the Personnel Analysis Book for the fiscal year 2022 be amended to delete one Executive Assistant to the City Manager position and add one Chief of Staff position in the Executive Office.

I, Lorene Vitek, City Clerk of the City of Newburgh, hereby certify that I have compared the foregoing with the original resolution adopted by the Council of the City of Newburgh at a regular meeting held May 9, 2022 and that it is a true and correct copy of such original.

Witness my hand and seal of the City of Newburgh this 10 day of May, 2022

City Clerk

RESOLUTION NO.: 125 - 2022

OF

MAY 23, 2022

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ACCEPT A PROPOSAL AND EXECUTE A CONTRACT WITH FIREWORKS EXTRAVAGANZA FOR THE 2022 CITY OF NEWBURGH FOURTH OF JULY CELEBRATION ON SUNDAY, JULY 3, 2022 FOR THE AMOUNT OF $17,500.00

WHEREAS, the City of Newburgh has received a proposal from Fireworks Extravaganza for fireworks for the 2022 Fourth of July celebration on Sunday, July 3, 2022 at a cost of Seventeen Thousand Five Hundred ($17,500.00) Dollars; and

WHEREAS, this Council has determined that accepting the proposal of Fireworks Extravaganza is in the best interests of the City of Newburgh and its residents;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the City Manager be and he hereby is authorized to accept a 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 for the 2022 City of Newburgh Fourth of July celebration on Sunday, July 3, 2022, at a cost of $17,500.00.

Fireworks Extravaganza
Federal ATF Licensed Fireworks Importer License #8-NJ-00310
US DOT Hazardous Materials Carrier DOT#2064141
MD Explosive Dealer License #W-016
NY State Dealer/Manufacturer License #D-5741
NJ Permit to Use Explosives License #003309
NYC Fireworks Contractor — Certificate of Fitness #E11917
Worldwide Experience in Pyrotechnics - Since 1995
1-800-765-BANG (2264) • 206-202-1544 FAX
121 GERTRUDE AVE • PARAMUS, NJ 07652



Hanover Germany 2009 International Competition first place.

www.fwextravaganza.com

PYROTECHNIC SERVICES CONTRACT

On this Day - May 13, 2022

J&J Computing, Inc. d/b/a Fireworks Extravaganza (A New York Corporation) Located at 121 Gertrude Avenue, Paramus, NJ 07652

-And-

City of Newburgh Located at 83 Broadway, 4Th Floor, Newburgh, New York, 12550 known as the **"SPONSOR"**

WHEREAS, the parties have entered into an agreement relating to the sale and/or display of fireworks which they desire to have set forth in writing:
NOW, THEREFORE, the parties agree as follows:

1. That **FIREWORKS EXTRAVAGANZA** intends to sell and/or display fireworks only to appropriately authorized individuals. The products will be used in the display and not to be sold or provided to any individual. You are contracting a display not a purchase of explosive material.

2. The **Sponsor** agrees to pay a display price of **$17,500.00** for the display agreed upon. **FIREWORKS EXTRAVAGANZA** will provide the display on **7.3.2022** at **Hudson River – 2 Washington St. Newburgh, NY.**. It is agreed that the sponsor and **FIREWORKS EXTRAVAGANZA** will work together on timing, display length and scheduling of the display time. Start time will be dictated by sponser.

3. Upon signing of this agreement, **Sponsor** agrees to pay 50% deposit of the show price. At contract signing the amount paid to date or transfered from previous contracts has been $0. Total due at the signing of this contract is $8750

4. Sponsor agrees to maintain a secure site which meets NFPA 1123, 2010 distance requirements (70' per inch of shell diameter), as defined by **FIREWORKS EXTRAVAGANZA** and Sponsor's local Fire Authority and to provide proper police/crowd security personnel to insure adequate patrol of this site as marked and secured by the Sponsor until **FIREWORKS EXTRAVAGANZA** advises that the security is no longer necessary. **Sponsor** also agrees to furnish proper parking supervision.

5. FIREWORKS EXTRAVAGANZA reserves the right to terminate the display being exhibited by **FIREWORKS EXTRAVAGANZA** in the event persons, vehicles or animals enter the secured safety zone and security is unable or unwilling to remove them and enforce the safety regulations.

6. SPONSOR will have the display site approved and permit application signed by the local Fire Authority having jurisdiction. In addition, **Sponsor** will have available at the display site Fire and/or other local Emergency Response Personnel as required by county and/or state authority.

6b. SPONSOR will be responsible for all costs incurred to have the display site and permit application signed and approved by the local authoritative body, policing agencies and emergency response personnel that are required by the local authority having jurisdiction. Sponser agrees to pay the authority directly for all costs.

7a. In the event of inclement weather, the display may be rescheduled to **Mutually Agreed Upon.** There will be a postponement fee of twenty five percent (25%) of the total contract price if the display has left the warehouse. If the **SPONSOR** notified **FIREWORKS EXTRAVAGANZA** of postponement prior to display leaving warehouse on show day the postponement fee will be ten percent (10%) of the total contract price**.**

7b. In the event of a cancellation of the display prior to 14 days before show day**,** there will be a cancellation fee of Fifty percent (50%) of the total contract price. In the event the show is cancelled less then 14 days prior the complete contract price is due.

7c. For Displays scheduled for 2021/2022, because of the worldwide pandemic of COVID-19, the display may be rescheduled (Not Cancelled) for any reason anytime seven (7) days before the display date, by notice in writing. This Covid clause is only for displays with a **display date** in 2021-2022 and not the contract date.

8. In the event of excessive safety risks and factors, extraordinary circumstances or inclement weather which may cause the start of the display to be altered from the agreed upon time, every effort will be made by **FIREWORKS EXTRAVAGANZA** to perform the display at the **Sponsor's** request. Once the display has been setup and the fireworks loaded, only **FIREWORKS EXTRAVAGANZA** and/or the Authority Having Jurisdiction shall have the right to advance or delay the start of the display, or cancel it if it is deemed necessary. Demands for cancellation by the Sponsor once the display is on site and set up will result in 100% of the contract amount invoiced

9. FIREWORKS EXTRAVAGANZA, upon acceptance of this contract in writing by both parties, agrees to fulfill the contract in a safe, professional, and workmanlike manner and further to provide liability insurance coverage in the amount of **FIVE MILLION DOLLARS ($5,000,000.00).** Those entities/individuals listed on the certificate of insurance shall be deemed as additional insured per this contract.

10. FIREWORKS EXTRAVAGANZA reserves the right to substitute shells or other pyrotechnic devices with like items of equal or greater value in the event substitution is required. The quality of the display, duration and finale will never be less then the proposal.

11. FIREWORKS EXTRAVAGANZA shall be responsible for all labor to dig mortar holes, set up display pieces and finale racks and to dismantle, clean up and collect debris, including unfired pyrotechnic devices if any, caused by the display the evening of the display.

11a. For land based displays **SPONSOR** will be responsible for a thorough search for post display debris, including unfired pyrotechnic devices, if any, and policing of area at first light following exhibition, if there are any pyrotechnic devices found the **SPONSOR** agrees to contact Fireworks Extravaganza immediately for pickup and disposal. For water based displays FE will be responsible for post display inspections.

11b. For water based displays, FE will coordinate the Barge, Tug, All coast guard required insurance and loading location. FE will arrange for the display barge being brought to the display site on time for display start. FE will work with security boats that are necessary for the permit and safety according to the coast guard. The cost is including in this contract price.

12. SPONSOR will provide all the information needed for **FIREWORKS EXTRAVAGANZA** to obtain the required insurance coverage by filling out the "Required Insurance Form" attatched to this contract, and submitting it with 5 days of contract acceptance.

IN WITNESS WHERE OF, the parties hereto have set their hands and affixed their respective seals the day and year first above written.

SIGNATURE
John Sagaria

John C. Sagaria
President, Fireworks Extravaganza

SIGNATURE
Todd Venning

Todd Venning
City of Newburgh

RESOLUTION NO.: __126__ - 2022

OF

MAY 23, 2022

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH ALEX HEALY STUDIOS FOR PROFESSIONAL PHOTOGRAPHY SERVICES IN THE AMOUNT OF $2,000.00

WHEREAS, the City of Newburgh proposes to enter into a contract with Alex Healy Studios for professional photography services for the purpose of adding headshop photographs of department heads to the City's website; and

WHEREAS, the cost for the photography services is $2,000.00, with such funding being derived from A.1680.0448; and

WHEREAS, the City Council finds that entering into such a contract is in the best interests of the City of Newburgh;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager of the City of Newburgh be and he is hereby authorized to enter into a contract with Alex Healy Studios for professional photography services in the amount of $2,000.00.

RESOLUTION NO.: 127 - 2022

OF

MAY 23, 2022

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A LICENSE AGREEMENT WITH MOUNTAIN VALLEY GUIDES LLC FOR ACCESS TO AND THE USE OF THE WASHINGTON STREET BOAT LAUNCH AND UNICO PARK TO PROVIDE KAYAK RENTALS AND TOURS

WHEREAS, by Resolution No. 54-2016 of March 14, 2016, Resolution No. 93-2017 of April 6, 2017, Resolution No. 54-2018 of February 26, 2018, Resolution No. 46-2019 of February 25, 2019, Resolution No. 80-2020 of March 19, 2020, and Resolution No. 102-2021 of April 26 2021, the City Council of the City of Newburgh authorized the City Manager to enter into a license agreement with Mountain Valley Guides LLC for access to and the use of the Washington Street Boat Launch and Unico Park to provide kayak rentals and tours; and

WHEREAS, Mountain Valley Guides LLC and the City of Newburgh wish to renew the license agreement for the 2022 season; and

WHEREAS, the City Council has examined the license agreement annexed hereto and determined that entering into such license agreement 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 is hereby authorized to execute and enter into the attached license agreement, in substantially the same form and with other terms as Corporation Counsel may require, on behalf of the City of Newburgh, with Mountain Valley Guides LLC for access to and the use of the Washington Street Boat Launch and Unico Park.

AGREEMENT

THIS AGREEMENT, entered into this _____ day of _____, 2022, by and between:

THE CITY OF NEWBURGH, a municipal corporation having its principal place of business at 83 Broadway, City Hall, Newburgh, New York 12550, hereinafter called the "City"; and

MOUNTAIN VALLEY GUIDES LLC, a limited liability company having its principal place of business at 22 Shady Dell Drive, New Windsor, New York 12553 hereinafter called "Licensee".

WITNESSETH, that the City and Licensee, for consideration hereinafter named, agree as follows:

ARTICLE 1: Term.

This Agreement shall run from May 25, 2022 to October 10, 2022

ARTICLE 2: Obligation of the City.

A. The City shall grant to the Licensee a non-exclusive revocable license to access and the use of the Washington Street Boat Launch in the City of Newburgh for the purpose of launching kayaks in connection with providing kayak rentals and tours to the general public on Saturdays and Sundays and 3 Monday holidays during the period of time set forth in Article 1 above. The City will allocate parking spaces with parking passes for 2 trucks/trailers in the Washington Street Boat Launch parking area to the Licensee.

B. The City shall grant to the licensee a non-exclusive revocable license to access and the use of Unico Park in the City of Newburgh for the purpose of erecting a pop-up tent from which to sell tickets for the kayak rentals and tours during the time period set forth in Article 1 and Article 2, paragraph A above.

ARTICLE 3: Obligation of Licensee.

A. The Licensee shall ensure that all supplies, including the tent, are stored off-site each night.

B. The Licensee shall pay the cost of all personnel, supplies and equipment necessary and proper for the kayak rentals and tours as is required by their use thereof.

C. The Licensee agrees that he, she or it shall, at all times, comply with all rules and regulations adopted by the City for the operation of the Washington Street Boat Launch and Unico Park which are now in force or which may be hereafter adopted. The Licensee further agrees to comply with all rules, regulations, laws and ordinances promulgated the County of

Orange, State of New York including but not limited to the rules and regulations of the Orange County Department of Health. The Licensee further agrees to comply with all laws of the State of New York and the rules and regulations promulgated thereunder including but not limited to the Co-Operative Agreement between the City of Newburgh and the DEC dated June 6, 1997, as amended.

D. It is expressly understood and agreed by the parties hereto that the Licensee is an independent contractor and not an employee of the City and that any persons employed, retained or engaged by the Licensee to perform the services authorized hereunder shall be employees of the Licensee and not of the City. The Licensee shall inform persons so employed, retained or engaged of these facts.

E. The Licensee assumes all risk in the operation of this service and shall be solely responsible and answerable in damages for all accidents or injuries to persons or property and hereby covenants and agrees to indemnify and keep harmless the City and all Departments of the City of Newburgh and their officers and employees from any and all claims, suits, losses, damage or injury to persons or property of whatsoever kind and nature due to the negligence or improper conduct of the Licensee or any servant, agent or employee, which responsibility shall be limited to the insurance coverage herein provided for.

F. The Licensee shall cooperate with City authorities to provide necessary security and supervision of minors, participating in lessons or present as spectators, during the period of this agreement. The Licensee shall be liable for any damage done to the premises by its officers, agents, servants, employees or invitees during the period of this agreement.

G. The Licensee will offer Friday Sunset Tours to City residents at half price.

ARTICLE 4: Payment.

A. The Licensee shall pay to the City, as and for a fee for access to and the use of the Washington Street Boat Launch and Unico Park during the period of this agreement $750.00.

ARTICLE 5: Insurance.

The Licensee shall not commence activities nor perform any work under this agreement until it has obtained all insurance required under this paragraph and such insurance has been approved by the City.

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

B. General Liability and Property Damage Insurance - The Licensee shall take out and maintain during the life of this agreement such general liability and property damage insurance as

shall protect it and the City which shall be named as additional insured on all such policies from claims for damages for personal injury including accidental death, as well as from claims for property damage which may arise from operations under this agreement. The amounts of such insurance shall be as follows:

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

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

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

C. Any accident shall be reported to the Office of the City Manager as soon as possible and not later than twenty-four hours from the time of such accident. A detailed written report must be submitted to the City as soon thereafter as possible as and not later than three (3) days after the date of such accident.

ARTICLE 6: Representations of Licensee.

The Licensee represents and warrants:

A. That it is financially solvent and that it is experienced and competent to perform the type of work, conduct the activities or to furnish the consideration to be furnished by it; and

B. That it is familiar with and will abide by and enforce all federal, state, municipal and department laws, ordinances and regulations which may in any way affect the work or play or those employed or engaged therein. It is understood and agreed between the parties that the Licensee shall have no right to control the actions of City employees nor any duty to supervise the actions of City employees.

ARTICLE 7: Permits and Regulations.

The Licensee shall procure and pay for all permits and licenses necessary for the services to be rendered hereunder.

ARTICLE 8: Termination of the Agreement.

Each party shall have the right to stop work or terminate this agreement under the following terms and conditions:

1. (a) A party refuses or fails to perform any of its obligations under this agreement; or

(b) A party fails or refuses to comply with all applicable laws or ordinances; or

(c) A party is guilty of substantial violation of any provision of this agreement.

2. Each party, at its sole discretion and, with or without cause, may, without prejudice to any other rights or remedy it may have, by fourteen (14) days' notice to the other party, terminate the agreement for the party's convenience.

ARTICLE 9: Damages.

It is hereby mutually covenanted and agreed that 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.

ARTICLE 10: Indemnity and Save Harmless Agreement.

A. The Licensee agrees to indemnify and save the City, its officers, agents and employees harmless from any liability imposed upon the City, its officers, agents and/or employees arising from the negligence, active or passive, of the Licensee, which responsibility shall be limited to the insurance coverage herein provided and consistent with Article 3(E) of this Agreement.

B. The City agrees to indemnify and save the Licensee, its officers, agents and employees harmless from any liability imposed upon the Licensee, its officers, agents and/or employees arising from the negligence, active or passive, of the City.

ARTICLE 11: No Assignment.

The Licensee is hereby prohibited from assigning, transferring, conveying, subletting or otherwise disposing of this agreement or of its right, title or interest in this agreement or its power to execute this agreement to any other person or corporation without the previous consent in writing of the City.

ARTICLE 12: Required Provisions of Law.

Each and every provision of law and clause required by law to be inserted in this agreement shall be deemed to have been inserted herein. If any such provision is not inserted through mistake or otherwise, then upon the application of either party, this agreement shall be physically amended forthwith to make such insertion.

ARTICLE 13: Notices and Communication.

A. Any and all notices and payments required hereunder shall be addressed as follows or to such other address as may hereafter be designated in writing by either party hereto:

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

TO: Bill Garrison, Licensee
Mountain Valley Guides LLC
22 Shady Dell Drive
New Windsor, New York 12553
(845)

B. All communication concerning the Licensee's activities and programs provided under this Agreement shall be directed to the Licensee. The City shall not direct any official communication to those employed, retained or engaged by the Licensee to perform the services authorized hereunder unless otherwise directed in writing by the Licensee to the City.

ARTICLE 14: Waiver.

No waiver of any breach of any condition of the agreement shall be binding unless in writing and signed by the party waiving said breach. No such waiver shall in any way affect any other term or condition of this agreement or constitute a cause or excuse for a repetition of such or any other breach unless the waiver shall include the same.

ARTICLE 15: Modification:

This agreement constitutes the complete understanding of the parties. No modification or any provisions thereof shall be valid unless in writing and signed by both parties.

Remainder of this page intentionally left blank

IN WITNESS WHEREOF, the parties have caused this agreement to be executed on the day and year first above written.

THE CITY OF NEWBURGH

By: _____
TODD VENNING
City Manager
Per Res. No.:

MOUNTAIN VALLEY GUIDES LLC

By: _____
Bill Garrison

Approved as to form:

_____
MICHELLE KELSON
Corporation Counsel

_____
JANICE GASTON
City Comptroller

RESOLUTION NO.: 128 - 2022

OF

MAY 23, 2022

A RESOLUTION OPENING A 30-DAY PUBLIC COMMENT PERIOD AND SCHEDULING A PUBLIC HEARING FOR JUNE 13, 2022 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 2023

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 2023 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;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the time for citizen participation is commenced by opening a 30-day period beginning on June 14, 2022 and closing on July 14, 2022 to receive public comment on the City of Newburgh's proposed actions with respect to the Community Development Block Grant Program for the FY 2023 Annual Action Plan; and

BE IT FURTHER RESOLVED, by the Council of the City of Newburgh, New York that there is scheduled a public hearing to receive public comment on the City of Newburgh's proposed actions with respect to the Community Development Block Grant Program for the Consolidated Plan for Housing and Community Development for FY 2023; and that such public hearing be and hereby is duly set to be held at 7:00 p.m. on the 13th day of June, 2022 in the City Council Chambers, 83 Broadway, City Hall, 3rd Floor, Newburgh, New York; and

BE IT FURTHER RESOLVED, that consistent with Chapter 1 of the Laws of 2022, and the state disaster emergency as set forth in Governor Hochul's Executive Order 11, as amended, the June 13, 2022 City Council meeting also will be accessible via videoconferencing, and a transcript will be provided at a later date. The public will have the option to see and hear the meeting live and provide comments on the proposed CDBG FY2023 Annual Action Plan as follows:

To view the livestream of the City Council Meeting visit: https://www.cityofnewburgh-ny.gov/live-video-streaming.

To access the City Council Meeting remotely: join from a PC, Mac, iPad, iPhone, or Android device through the Zoom App: https://us06web.zoom.us/webinar/register/WN_dIYtx1LoRcCC2JZKBjVa0A. Please note that there is an underscore between the "N" and "d").

In order to provide comments during the hearing you must register in advance for this webinar no later than 4:00 p.m. on Monday, June 13, 2022 through the Zoom App: https://us06web.zoom.us/webinar/register/WN_dIYtx1LoRcCC2JZKBjVa0A. Please note that there is an underscore between the "N" and "G"). Please fill out the required information (First Name, Last Name, E-mail Address and check appropriate box to comment during the public hearing). After registering, you will receive a confirmation email containing information about joining the webinar.

Comments can be provided by email before the meeting to comments@cityofnewburgh-ny.gov with the Subject Line in this format: "PUBLIC HEARING ITEM" by 4:00 p.m. on Monday, June 13, 2022. Please check the meeting Agenda posted on the website for further instructions to access the virtual meeting and for updated information.

Community Development Block Grant ("CDBG")

FY2023 Annual Action Plan

Department of Planning & Development

June, 2022

EQUAL HOUSING OPPORTUNITY

City of Newburgh City Council:

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

EQUAL HOUSING OPPORTUNITY

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.

EQUAL HOUSING OPPORTUNITY



“CDBG” - Brief Primer

COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

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

EQUAL HOUSING OPPORTUNITY

	Priority Need Addressed	Project Name	Proposed Activities (Examples)	Project Funding
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.	$175,167.00
	Housing	Housing	Homeowner Assistance Repair Progam Managed by City of Newburgh Subrecipient.	$25,000.00
	Infrastructure Improvements	Infrastructure Improvements	To continue funding Curb Ramp & Sidewalk Improvements project.	$300,000.00
	Infrastructure Improvements	Public Facility Improvements	Public Accessibility Improvements to City of Newburgh Buildings, Parks, Other Public Spaces.	$100,000.00
	Economic Development	Economic Development	Economic Develoment Activities	$20,000.00
	Quality of Life Improvements	Neighborhood Services	**Public Service Activity, Subject to 15% Annual Allocation Cap.** Examples of Activities: Summer Film Festival (Activities Subject to City of Newburgh operational approval)**.**	$15,000.00
		Neighborhood Services	**Public Service Activity, Subject to 15% Annual Allocation Cap.** Examples of Activities: City of Newburgh Community Outreach Activities (Activities Subject to City of Newburgh operational approval)**.**	$15,000.00
		Neighborhood Services	**Public Service Activity, Subject to 15% Annual Allocation Cap.** Examples of Activities: Workforce On-the Job-Training (Activities Subject to City of Newburgh operational approval)**.**	$25,000.00
	Administration	Administration	**Administration Subject to 20% Annual Allocation Cap.** Activities include: Program Administration, Staff Salary and Benefits, language translation services, program operating costs (including mailings), program trainings/conference.	$175,169.00
			Proposed Total FY2023 Allocation	$850,336.00

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 Funding	% 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.	$175,167.00	No Change
	Housing	Housing	Homeowner Assistance Repair Progam Managed by City of Newburgh Subrecipient.	$25,000.00	30%
	Infrastructure Improvements	Infrastructure Improvements	To continue funding Curb Ramp & Sidewalk Improvements project.	$300,000.00	30%
	Infrastructure Improvements	Public Facility Improvements	Public Accessibility Improvements to City of Newburgh Buildings, Parks, Other Public Spaces.	$100,000.00	20%
	Economic Development	Economic Development	Economic Develoment Activities	$20,000.00	No Change
	Quality of Life Improvements	Neighborhood Services	**Public Service Activity, Subject to 15% Annual Allocation Cap.** Examples of Activities: Summer Film Festival (Activities Subject to City of Newburgh operational approval)**.**	$15,000.00	5%
		Neighborhood Services	**Public Service Activity, Subject to 15% Annual Allocation Cap.** Examples of Activities: City of Newburgh Community Outreach Activities (Activities Subject to City of Newburgh operational approval)**.**	$15,000.00	5%
		Neighborhood Services	**Public Service Activity, Subject to 15% Annual Allocation Cap.** Examples of Activities: Workforce On-the Job-Training (Activities Subject to City of Newburgh operational approval)**.**	$25,000.00	10%
	Administration	Administration	**Administration Subject to 20% Annual Allocation Cap.** Activities include: Program Administration, Staff Salary and Benefits, language translation services, program operating costs (including mailings), program trainings/conference.	$175,169.00	No Change
			Proposed Total FY2023 Allocation	$850,336.00	

EQUAL HOUSING OPPORTUNITY

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 Funding	% 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.	$175,167.00	10%
	Housing	Housing	Homeowner Assistance Repair Progam Managed by City of Newburgh Subrecipient.	$25,000.00	10%
	Infrastructure Improvements	Infrastructure Improvements	To continue funding Curb Ramp & Sidewalk Improvements project.	$300,000.00	20%
	Infrastructure Improvements	Public Facility Improvements	Public Accessibility Improvements to City of Newburgh Buildings, Parks, Other Public Spaces.	$100,000.00	10%
	Economic Development	Economic Development	Economic Develoment Activities	$20,000.00	10%
	Quality of Life Improvements	Neighborhood Services	**Public Service Activity, Subject to 15% Annual Allocation Cap.** Examples of Activities: Summer Film Festival (Activities Subject to City of Newburgh operational approval).	$15,000.00	10%
		Neighborhood Services	**Public Service Activity, Subject to 15% Annual Allocation Cap.** Examples of Activities: City of Newburgh Community Outreach Activities (Activities Subject to City of Newburgh operational approval).	$15,000.00	10%
		Neighborhood Services	**Public Service Activity, Subject to 15% Annual Allocation Cap.** Examples of Activities: Workforce On-the Job-Training (Activities Subject to City of Newburgh operational approval).	$25,000.00	10%
	Administration	Administration	**Administration Subject to 20% Annual Allocation Cap.** Activities include: Program Administration, Staff Salary and Benefits, language translation services, program operating costs (including mailings), program trainings/conference.	$175,169.00	10%
			Proposed Total FY2023 Allocation	$850,336.00	

EQUAL HOUSING OPPORTUNITY

Project: Housing

Proposed Activities:

- In Rem Property Program

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

EQUAL HOUSING OPPORTUNITY

Proposed Housing Activity: In Rem Property Program
Budget: $175,167.00
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.

EQUAL HOUSING OPPORTUNITY

Proposed Housing Activity: Home Repair Assistance Program
Budget: $25,000.00
Description:

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

*Repairs may include: roofs, railings, steps, etc., as identified by City of Newburgh Housing Partner.

EQUAL HOUSING OPPORTUNITY

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

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

EQUAL HOUSING OPPORTUNITY

Proposed Infrastructure Improvements
Activity: Public Facility Improvements
Budget: $100,000.00
Description:

- Funding for Public Accessibility Improvements to City of Newburgh Buildings, Parks, Other Public Spaces.

EQUAL HOUSING OPPORTUNITY

Proposed Economic Development Activity:
Business Assistance
Budget: $20,000.00
Description:

- Funding for business assistance, such as business signage.

EQUAL HOUSING OPPORTUNITY

Proposed Quality of Life Activity: Neighborhood Services

Budget: $15,000.00

Description (Anticipated Services):

- 2023 Summer Film Festival
- National Night Out

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

EQUAL HOUSING OPPORTUNITY

Proposed Quality of Life Activity: Neighborhood Services

Budget: $15,000.00

Description (Anticipated Services):

- City of Newburgh Community Outreach Activities, such as Community Violence Intervention (CVI) Activities.

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

EQUAL HOUSING OPPORTUNITY

Proposed Quality of Life Activity: Neighborhood Services

Budget: $25,000.00

Description (Anticipated Services):

- Workforce On-the Job-Training (Activities Subject to City of Newburgh operational approval)

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

EQUAL HOUSING OPPORTUNITY

Proposed Activity: Administration

Budget: $175,169.00

Description:

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

EQUAL HOUSING OPPORTUNITY

FY2023 CDBG AAP Timeline



FY 2023 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROJECTS TIMELINE

EQUAL HOUSING OPPORTUNITY

FY2023 Annual Action Plan
Community Development Block Grant (CDBG)

	Priority Need Addressed	Project Name	Proposed Activities (Examples)	Project Funding	% Project increase, if HUD allocation greater than proposed (approx.)	% Project decrease, if HUD allocation less than proposed (approx.)
Projects Funded through Entitlement Grant						
	Housing	Housing	In Rem Property Program: To continue funding the salaries/benefits of 3 City of Newburgh Employees. Also fund materials needed to maintain foreclosed properties, such as snow shovels, weed wackers, locks/keys.	$175,167.00	No Change	10%
	Housing	Housing	Homeowner Assistance Repair Progam Managed by City of Newburgh Subrecipient.	$25,000.00	30%	10%
	Infrastructure Improvements	Infrastructure Improvements	To continue funding Curb Ramp & Sidewalk Improvements project.	$300,000.00	30%	20%
	Infrastructure Improvements	Public Facility Improvements	Public Accessibility Improvements to City of Newburgh Buildings, Parks, Other Public Spaces.	$100,000.00	20%	10%
	Economic Development	Economic Development	Economic Develoment Activities	$20,000.00	No Change	10%
	Quality of Life Improvements	Neighborhood Services	**Public Service Activity, Subject to 15% Annual Allocation Cap.** Examples of Activities: Summer Film Festival (Activities Subject to City of Newburgh operational approval)**.**	$15,000.00	5%	10%
		Neighborhood Services	**Public Service Activity, Subject to 15% Annual Allocation Cap.** Examples of Activities: City of Newburgh Community Outreach Activities (Activities Subject to City of Newburgh operational approval).	$15,000.00	5%	10%
		Neighborhood Services	**Public Service Activity, Subject to 15% Annual Allocation Cap.** Examples of Activities: Workforce On-the Job-Training (Activities Subject to City of Newburgh operational approval)**.**	$25,000.00	10%	10%
	Administration	Administration	**Administration Subject to 20% Annual Allocation Cap.** Activities include: Program Administration, Staff Salary and Benefits, language translation services, program operating costs (including mailings), program trainings/conference.	$175,169.00	No Change	10%
			Proposed Total FY2023 Allocation	$850,336.00		

Subvención de Desarrollo de los Bloques Comunitarios("CDBG")

Plan de Acción Anual del Año Fiscal 2023

Departamento de Planificación y Desarrollo

junio, 2022

EQUAL HOUSING OPPORTUNITY

Ayuntamiento de la Ciudad de Newburgh:

Torrance Harvey, Alcalde
Giselle Martinez, Distrito Electoral 1
Ramona Monteverde, Distrito Electoral 2
Robert Sklarz, Distrito Electoral 3
Patty Sofokles, Distrito Electoral 4
Anthony Grice, En-General
Omari Shakur, En-General

EQUAL HOUSING OPPORTUNITY

Metas del Desarrollo Comunitario de la Ciudad de Newburgh - Actualización

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

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

EQUAL HOUSING OPPORTUNITY



“CDBG” – Introducción Breve

COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

- Subvencion para Desarrollo de los Bloques Comunitarios (CDBG) – Administrado por el Departamento de Vivienda y Desarrollo Urbano de los Estados Unidos (HUD).
- Asignados a los gobiernos locales y estatales sobre la base de una formula.
- La Ciudad de Newburgh esta bajo el Consorcio del Condado de Orange, (Condado de Orange, Ciudad de Newburgh, Ciudad de Middletown).
- La Ciudad de Newburgh esta obligada a preparar y presentar un Plan Consolidado que establece metas para el uso de los fondos del CDBG. El Plan Consolidado Actual de la Ciudad de Newburgh: AF2020-AF2024
- Los proyectos DEBEN ser consistentes con las prioridades nacionales del CDBG:
  - Actividades que beneficien a personas de ingresos bajos-o-moderados;
  - La prevención o eliminación de suburbios o deterioros; o
  - Actividades de desarrollo comunitario para hacer frente a una amenaza urgente a la salud o a la seguridad.

EQUAL HOUSING OPPORTUNITY

Proyectos/Financiación Propuestos CDBG AF2023

	Necesidad Prioritaria Ptendida	Nombre del Proyecto	Actividades Propuestas (Ejemplos)	Financiación de proyectos	% De aumento del proyecto, si la asignación de HUD es mayor que la propuesta (aprox.	% Disminución del proyecto, si la asignación de HUD es inferior a la propuesta (aprox.)
Proyectos Financiados a Traves de la Subvencion de Subcidios						
	Vivienda	Vivenda	Programa de Propiedad In Rem: Para continuar financiando los salarios / beneficios de 3 empleados de la Ciudad de Newburgh. También fondos para materiales necesarios para mantener propiedades hipotecadas, como palas de nieve, malezas, cerraduras/llaves.	$175,167.00	No Cambio	10%
	Vivienda	Vivienda	Programa de asistencia de Reparacion para Propietarios Administrado por Subreceptor de la Ciudad de Newburgh.	$25,000.00	30%	10%
	Mejoras de infraestructura	Mejoras de infraestructura	Continuar financiando el proyecto de mejoras de Rampas y aceras.	$300,000.00	30%	20%
	Mejoras de infraestructura	Mejoras en las InstalacionPúblicas	Mejoras de Accesibilidad Pública a los Edificios, Parques y otros Espacios Públicos de la Ciudad de Newburgh.	$100,000.00	20%	10%
	Desarrollo Economico	Desarrollo Economico	Actividades de Desarrollo Economico	$20,000.00	No Cambio	10%
	Mejoras de Calidad de Vida	Servicios a los Vecindarios	**actividad de servicio público, sujeta a un límite de asignación anual del 15%.** ejemplos de actividades: festival de cine de verano (actividades sujetas a la aprobación operativa de la ciudad de Newburgh).	$15,000.00	5%	10%
		Servicios a los Vecindarios	**Actividad de Servicio público, sujeta al límite de asignación anual del 15%.** Ejemplos de actividades: Actividades de Alcance Comunitario de la Ciudad de Newburgh (actividades sujetas a la aprobación operacional de la Ciudad de Newburgh).	$15,000.00	5%	10%
		Servicios a los Vecindarios	**Actividad de servicio público, sujeta al límite de asignación anual del 15%.** Ejemplos de actividades: Capacitación de la fuerza laboral en el trabajo (actividades sujetas a la aprobación operativa de la Ciudad de Newburgh).	$25,000.00	10%	10%
	Administración	Administración	**Administración Sujeta al 20% del límite de asignación anual.** Las actividades incluyen: Administración del Programa, Salario y Beneficios del Personal, servicios de traducción de idiomas, costos de operación del programa (incluyendo envíos por correo), capacitación/conferencias del programa.	$175,169.00	No Cambio	10%
			Asignación Total Propuesta para el Año Fiscal 2023	$850,336.00		

EQUAL HOUSING OPPORTUNITY

Financiación de Contingencias

Si el monto real de la asignación anual excede la estimación propuesta, los presupuestos del proyecto aumentarán en:

	Necesidad Prioritaria Ptendida	Nombre del Proyecto	Actividades Propuestas (Ejemplos)	Financiación de proyectos	% De aumento del proyecto, si la asignación de HUD es mayor que la propuesta (aprox.
Proyectos Financiados a Traves de la Subvencion de Subcidios					
	Vivienda	Vivenda	Programa de Propiedad In Rem: Para continuar financiando los salarios / beneficios de 3 empleados de la Ciudad de Newburgh. También fondos para materiales necesarios para mantener propiedades hipotecadas, como palas de nieve, malezas, cerraduras/llaves.	$175,167.00	No Cambio
	Vivienda	Vivienda	Programa de asistencia de Reparacion para Propietarios Administrado por Subreceptor de la Ciudad de Newburgh.	$25,000.00	30%
	Mejoras de infraestructura	Mejoras de infraestructura	Continuar financiando el proyecto de mejoras de Rampas y aceras.	$300,000.00	30%
	Mejoras de infraestructura	Mejoras en las InstalacionPúblicas	Mejoras de Accesibilidad Pública a los Edificios, Parques y otros Espacios Públicos de la Ciudad de Newburgh.	$100,000.00	20%
	Desarrollo Economico	Desarrollo Economico	Actividades de Desarrollo Economico	$20,000.00	No Cambio
	Mejoras de Calidad de Vida	Servicios a los Vecindarios	**actividad de servicio público, sujeta a un límite de asignación anual del 15%.** ejemplos de actividades: festival de cine de verano (actividades sujetas a la aprobación operativa de la ciudad de Newburgh).	$15,000.00	5%
		Servicios a los Vecindarios	**Actividad de Servicio público, sujeta al límite de asignación anual del 15%.** Ejemplos de actividades: Actividades de Alcance Comunitario de la Ciudad de Newburgh (actividades sujetas a la aprobación operacional de la Ciudad de Newburgh).	$15,000.00	5%
		Servicios a los Vecindarios	**Actividad de servicio público, sujeta al límite de asignación anual del 15%.** Ejemplos de actividades: Capacitación de la fuerza laboral en el trabajo (actividades sujetas a la aprobación operativa de la Ciudad de Newburgh).	$25,000.00	10%
	Administración	Administración	**Administración Sujeta al 20% del límite de asignación anual.** Las actividades incluyen: Administración del Programa, Salario y Beneficios del Personal, servicios de traducción de idiomas, costos de operación del programa (incluyendo envíos por correo), capacitación/conferencias del programa.	$175,169.00	No Cambio
			Asignación Total Propuesta para el Año Fiscal 2023	$850,336.00	

EQUAL HOUSING OPPORTUNITY

Financiación de Contingencias

Si el monto real de la asignación anual es menor que la estimación propuesta, los presupuestos del proyecto disminuirán en:

	Necesidad Prioritaria Ptendida	Nombre del Proyecto	Actividades Propuestas (Ejemplos)	Financiación de proyectos	% Disminución del proyecto, si la asignación de HUD es inferior a la propuesta (aprox.)
Proyectos Financiados a Traves de la Subvencion de Subcidios					
	Vivienda	Vivenda	Programa de Propiedad In Rem: Para continuar financiando los salarios / beneficios de 3 empleados de la Ciudad de Newburgh. También fondos para materiales necesarios para mantener propiedades hipotecadas, como palas de nieve, malezas, cerraduras/llaves.	$175,167.00	10%
	Vivienda	Vivienda	Programa de asistencia de Reparacion para Propietarios Administrado por Subreceptor de la Ciudad de Newburgh.	$25,000.00	10%
	Mejoras de infraestructura	Mejoras de infraestructura	Continuar financiando el proyecto de mejoras de Rampas y aceras.	$300,000.00	20%
	Mejoras de infraestructura	Mejoras en las InstalacionPúblicas	Mejoras de Accesibilidad Pública a los Edificios, Parques y otros Espacios Públicos de la Ciudad de Newburgh.	$100,000.00	10%
	Desarrollo Economico	Desarrollo Economico	Actividades de Desarrollo Economico	$20,000.00	10%
	Mejoras de Calidad de Vida	Servicios a los Vecindarios	**actividad de servicio público, sujeta a un límite de asignación anual del 15%.** ejemplos de actividades: festival de cine de verano (actividades sujetas a la aprobación operativa de la ciudad de Newburgh).	$15,000.00	10%
		Servicios a los Vecindarios	**Actividad de Servicio público, sujeta al límite de asignación anual del 15%.** Ejemplos de actividades: Actividades de Alcance Comunitario de la Ciudad de Newburgh (actividades sujetas a la aprobación operacional de la Ciudad de Newburgh).	$15,000.00	10%
		Servicios a los Vecindarios	**Actividad de servicio público, sujeta al límite de asignación anual del 15%.** Ejemplos de actividades: Capacitación de la fuerza laboral en el trabajo (actividades sujetas a la aprobación operativa de la Ciudad de Newburgh).	$25,000.00	10%
	Administración	Administración	**Administración Sujeta al 20% del límite de asignación anual.** Las actividades incluyen: Administración del Programa, Salario y Beneficios del Personal, servicios de traducción de idiomas, costos de operación del programa (incluyendo envíos por correo), capacitación/conferencias del programa.	$175,169.00	10%
			Asignación Total Propuesta para el Año Fiscal 2023	$850,336.00	

EQUAL HOUSING OPPORTUNITY

Proyecto: Vivienda
Actividades Propuestas:

- Programa de Propiedades In Rem
- Programa de Asistencia de Reparación para Propietarios de Vivienda (Implementado Socios de Vivienda de la Ciudad de Newburgh)

EQUAL HOUSING OPPORTUNITY

Actividad de Vivienda Propuesta: Programa de Propiedad In Rem

Presupuesto: $175,167.00

Descripción:

- Actividad compuesta por 2 empleados a tiempo completo del Departamento de Obras Públicas y 1 empleado del Departamento de Planificación y Desarrollo dedicados al programa in rem.
- Proporciona mantenimiento y seguridad de propiedades vacantes. Mantiene las propiedades habitables, vecindarios con buen aspecto, mantiene/aumenta los valores de propiedad.



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Actividad de Vivienda Propuesta: Programa de Asistencia de Reparación en el Hogar

Presupuesto: $25,000.00



Descripción :

- Financiamiento para el Programa de Asistencia de Reparación del Hogar para Propietarios de Viviendas de la Ciudad de Newburgh de Ingresos Bajos/Moderados.* Implementado a través de Socios de Vivienda de la Ciudad de Newburgh.

*Las reparaciones pueden incluir: Techos, barandillas, escalones, etc., según lo identificado por el Socio de Vivienda de la Ciudad de Newburgh.

EQUAL HOUSING OPPORTUNITY

Actividad de Mejoras de Infraestructura
Propuesta: Mejoras en Rampas y Aceras
Presupuesto: $300,000.00
Descripción:

- Financiamiento para continuar financiando el proyecto de Mejoras en Rampas y Aceras.





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Actividad de Mejoras de Infraestructura

Propuesta: Mejoras en las Instalaciones Públicas

Presupuesto: $100,000.00

Descripción:



- Financiamiento para mejoras de accesibilidad pública a edificios, parques y otros espacios públicos de la Ciudad de Newburgh.





EQUAL HOUSING OPPORTUNITY

Actividad de Desarrollo Económico Propuesta:
Asistencia a Negocios
Presupuesto: $20,000.00
Descripción:

- Financiación de asistencia para negocios, como carteles para negocios.

EQUAL HOUSING OPPORTUNITY

Actividad de Calidad de Vida Propuesta:
Servicios para Vecindario
Presupuesto: $15,000.00
Descripción (Servicios Anticipados):

- Festival de Cine de Verano2023
- Noche Nacional

Importante: Actividad de servicio público, sujeta a un Límite de Asignación Anual del 15%.



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Actividad de Calidad de Vida Propuesta:
Servicios para Vecindario
Presupuesto: $15,000.00
Descripción (Servicios Anticipados):

- Actividades de alcance comunitario de la Ciudad de Newburgh, como las actividades Comunitarias de Intervención de Violencia (CVI).

Importante: Actividad de servicio público, sujeta a un Límite de Asignación Anual del 15%.

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

- Capacitación de fuerza laboral en el trabajo (actividades sujetas a la aprobación operativa de la Ciudad de Newburgh)

Importante: Actividad de servicio público, sujeta a un Límite de Asignación Anual del 15%.

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Actividad Propuesta: Administración

Presupuesto: $175,169.00

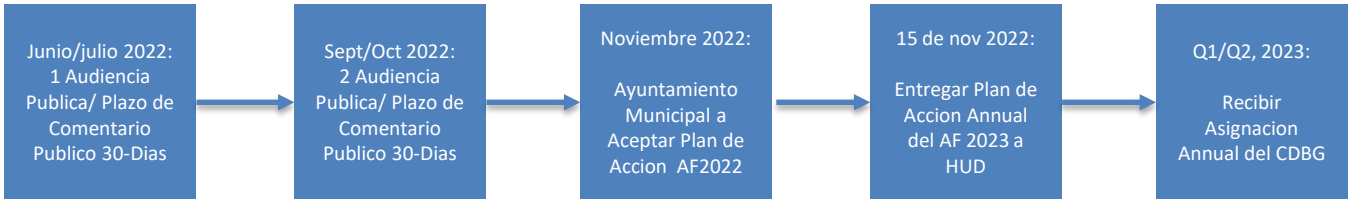
Descripción:

- Financiamiento para la administración del programa, salario y beneficios del personal, servicios de traducción de idiomas, costos operativos del programa (incluyendo envios por correo), capacitaciones / conferencias del programa.



EQUAL HOUSING OPPORTUNITY

Línea de Tiempo del Plan de Acción Anual CDBG para el Año Fiscal 2023



CRONOGRAMA DE PROYECTOS DE SUBVENCIÓN DEL BLOQUE PARA EL DESARROLLO COMUNITARIO (CDBG) DEL AÑO FISCAL 2023

EQUAL HOUSING OPPORTUNITY

FY2023 Annual Action Plan
Community Development Block Grant (CDBG)

	Necesidad Prioritaria Ptendida	Nombre del Proyecto	Actividades Propuestas (Ejemplos)	Financiación de proyectos	% De aumento del proyecto, si la asignación de HUD es mayor que la propuesta (aprox.	% Disminución del proyecto, si la asignación de HUD es inferior a la propuesta (aprox.)
Proyectos Financiados a Traves de la Subvencion de Subcidios						
	Vivienda	Vivenda	Programa de Propiedad In Rem: Para continuar financiando los salarios / beneficios de 3 empleados de la Ciudad de Newburgh. También fondos para materiales necesarios para mantener propiedades hipotecadas, como palas de nieve, malezas, cerraduras/llaves.	$175,167.00	No Cambio	10%
	Vivienda	Vivienda	Programa de asistencia de Reparacion para Propietarios Administrado por Subreceptor de la Ciudad de Newburgh.	$25,000.00	30%	10%
	Mejoras de infraestructura	Mejoras de infraestructura	Continuar financiando el proyecto de mejoras de Rampas y aceras.	$300,000.00	30%	20%
	Mejoras de infraestructura	Mejoras en las InstalacionPúblicas	Mejoras de Accesibilidad Pública a los Edificios, Parques y otros Espacios Públicos de la Ciudad de Newburgh.	$100,000.00	20%	10%
	Desarrollo Economico	Desarrollo Economico	Actividades de Desarrollo Economico	$20,000.00	No Change	10%
	Mejoras de Calidad de Vida	Servicios a los Vecindarios	**actividad de servicio público, sujeta a un límite de asignación anual del 15%.** ejemplos de actividades: festival de cine de verano (actividades sujetas a la aprobación operativa de la ciudad de Newburgh)	$15,000.00	5%	10%
		Servicios a los Vecindarios	**Actividad de Servicio público, sujeta al límite de asignación anual del 15%.** Ejemplos de actividades: Actividades de Alcance Comunitario de la Ciudad de Newburgh (actividades sujetas a la aprobación operacional de la Ciudad de Newburgh).	$15,000.00	5%	10%
		Servicios a los Vecindarios	**Actividad de servicio público, sujeta al límite de asignación anual del 15%.** Ejemplos de actividades: Capacitación de la fuerza laboral en el trabajo (actividades sujetas a la aprobación operativa de la Ciudad de Newburgh)	$25,000.00	10%	10%
	Administración	Administración	**Administración Sujeta al 20% del límite de asignación anual.** Las actividades incluyen: Administración del Programa, Salario y Beneficios del Personal, servicios de traducción de idiomas, costos de operación del programa (incluyendo envíos por correo), capacitación/conferencias del programa.	$175,169.00	No Cambio	10%
			Asignación Total Propuesta para el Año Fiscal 2023	$850,336.00		

RESOLUTION NO.: ____129____ - 2022

OF

MAY 23, 2022

A RESOLUTION AUTHORIZING THE CONSERVATION ADVISORY COUNCIL AND THE CITY MANAGER TO APPLY FOR AND ACCEPT IF AWARDED A NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION ROUND 36 HUDSON RIVER ESTUARY PROGRAM GRANT IN THE AMOUNT OF $50,000.00 TO SUPPORT THE NEWBURGH NATURAL RESOURCE INVENTORY

WHEREAS, the City of Newburgh Conservation Advisory Council has requested that the City of Newburgh authorize its application to the New York State Department of Environmental Conservation Round 36 Hudson River Estuary Grant Program to support a City of Newburgh Natural Resource Inventory; and

WHEREAS, the City of Newburgh Conservation Advisory Council proposes to use the grant funds to hire a consultant to assist with technical writing, analyses of maps and data, community outreach planning, and assembling the Natural Resources Inventory Report and to hire a Cultural Resource Specialist to assist with the interpretation of historical maps and the identification of other cultural resources; and

WHERAS, such grant funding shall be in an amount not to exceed $50,000.00 with a City match of in-kind services; and

WHEREAS, this Council has determined that making such application and accepting such grant funds if awarded 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 of Newburgh Conservation Advisory Council and the City Manager be and they are hereby authorized to apply for and accept if awarded a New York State Department of Environmental Conservation Round 36 Hudson River Estuary Program grant in the amount of $50,000.00 to support a City of Newburgh Natural Resource Inventory; and

BE IT FURTHER RESOLVED, that the City Manager be and he is hereby further authorized to execute any documents in connection with such grant and to take all measures that may be appropriate and necessary to accept such grant and administer the programs funded thereby.

RESOLUTION NO.: 130 - 2022

OF

MAY 23, 2022

RESOLUTION AUTHORIZING AN AGREEMENT WITH ORANGE COUNTY NY ARTS COUNCIL, INC. RELATING TO THE DESIGN OF SCULPTURAL BICYCLE RACKS IN THE CITY OF NEWBURGH

WHEREAS, the Orange County Arts Council ("OCAC") wishes to partner with the City of Newburgh for the design, fabrication, and donation of six (6) bicycle racks in the City of Newburgh; and

WHEREAS, by Resolution No. 228-2021 of September 27, 2021, the City of Newburgh secured a State and Municipal Facilities Capital Program Grant, administered through the Dormitory Authority of the State of New York in the amount of $50,000.00, with no match required for the grant, to fund the fabrication of the bicycle racks; and

WHEREAS, the OCAC has independently procured funding for all of the administrative costs related to the bicycle rack project; and

WHEREAS, the OCAC intends to issue a call to artists for submission of entries for a juried art project that involves the design of six (6) bicycle racks for the benefit of the City of Newburgh; and

WHEREAS, the Newburgh Arts and Cultural Commission has recommended that the City Council approve a Vendor Services Agreement in the amount of $30,000.00 with the OCAC, with funding being derived from budget line A.7010.0448 (Other Services, Public Art Program), for the express purpose of creating six (6) awards of $5,000.00 each to selected artists for the design of said bicycle racks; and

WHEREAS, the City Council find it to be in the best interests of the City of Newburgh to enter into such Vendor Services Agreement with the OCAC; and

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the City Manager be and is hereby authorized to enter into a Vendor Services Agreement with OCAC in the amount of $30,000.00 for the express purpose of creating six (6) awards of $5,000.00 each to selected artists for the design of six (6) bicycle racks, for the benefit of the City of Newburgh and its residents.

AGREEMENT FOR SERVICES

THIS AGREEMENT is entered into as of this _____ day of _____, 2022, by and between the **CITY OF NEWBURGH**, a municipal corporation chartered under the authority of the State of New York, hereinafter referred to as the **"CITY,"** with principal offices at 83 Broadway, City Hall, Newburgh, New York 12550; and **ORANGE COUNTY NY ARTS COUNCIL, INC. ("OCAC")**, a 501(c)(3) not-for-profit corporation with principal offices located at 45 St. John Street, Goshen, New York 10924, hereinafter referred to as **"VENDOR."**

ARTICLE 1. SCOPE OF WORK

VENDOR agrees to perform the SERVICES identified in Schedule A, (the "SERVICES") which is attached to, and is part of this Agreement. VENDOR agrees to perform the SERVICES and/or supply the goods in accordance with the terms and conditions of this Agreement.

Any and all reports, documents, charts, graphs, maps, designs, images, photographs, computer programs and software, artwork, creative works, compositions, and the rights to employ, publish, disseminate, amend or otherwise use same, and/or any other intellectual property to be provided by VENDOR to CITY under the terms of this Agreement shall become the property of the CITY, unless otherwise provided for by the parties. As such, CITY, in its sole discretion, shall have the right to use, copy, disseminate and otherwise employ or dispose of such material in any manner as it may decide with no duty of compensation or liability therefore to VENDOR or to third parties. VENDOR shall have the affirmative obligation to notify CITY in a timely fashion of any and all limitations, restrictions or proprietary rights to such intellectual property and/or materials which may be applicable which would have the effect of restricting or limiting the exercise of the CITY's rights regarding same. VENDOR agrees to defend, indemnify and hold harmless the CITY for failing to notify CITY of same.

ARTICLE 2. TERM OF AGREEMENT

VENDOR agrees to perform the SERVICES beginning the date of this Agreement, and ending no later than two (2) years from the date of this Agreement.

ARTICLE 3. PROCUREMENT OF AGREEMENT

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

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

ARTICLE 4. CONFLICT OF INTEREST

VENDOR represents and warrants that neither it nor any of its directors, officers, members, partners or employees, have any

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

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

ARTICLE 5. INDEPENDENT CONTRACTOR

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

In accordance with such status as independent contractor, VENDOR covenants and agrees that neither it nor its employees or agents will hold themselves out as, nor claim to be officers or employees of the CITY, or of any department, agency or unit thereof by reason hereof, and that they will not, by reason hereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the CITY including, but not limited to, Worker's Compensation coverage, health coverage, Unemployment Insurance Benefits, Social Security coverage or employee retirement membership or credit.

ARTICLE 6. ASSIGNMENT AND SUBCONTRACTING

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

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

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

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

ARTICLE 7. BOOKS AND RECORDS

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

ARTICLE 8. RETENTION OF RECORDS

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

ARTICLE 9. INSURANCE

Not applicable.

ARTICLE 10. INDEMNIFICATION

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

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

ARTICLE 11. PROTECTION OF CITY PROPERTY

VENDOR assumes the risk of and shall be responsible for, any loss or damage to CITY property, including property and equipment leased by the CITY, used in the performance of this Agreement and caused, either directly or indirectly by the acts, conduct, omissions or lack of good faith of VENDOR, its officers, directors, members, partners, employees, representatives or assignees, or any person, firm, company, agent or others engaged by VENDOR as an expert consultant specialist or subcontractor hereunder.
In the event that any such CITY property is lost or damaged, except for normal wear and tear, then the CITY shall have the right to withhold further payments hereunder for the purposes of set-off in sufficient sums to cover such loss or damage.

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

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

ARTICLE 12. CONFIDENTIAL INFORMATION

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

ARTICLE 13. TERMINATION

The CITY may, by written notice to VENDOR effective 30 days after mailing of such notice to VENDOR, upon the material default of VENDOR to comply with any of the terms or conditions of this agreement, or (ii) upon the VENDOR becoming insolvent or bankrupt.

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

ARTICLE 14. NO ARBITRATION

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

ARTICLE 15. GOVERNING LAW

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

ARTICLE 16. ENTIRE AGREEMENT

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

ARTICLE 17. MODIFICATION

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

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

THE CITY OF NEWBURGH

BY: _____
TODD VENNING
CITY MANAGER
Per Resolution No.

DATE: _____

ORANGE COUNTY NY ARTS COUNCIL, INC.

BY: _____
SARA MCKAY
EXECUTIVE DIRECTOR

DATE: _____

Approved as to Form:

_____
JANICE GASTON
City Comptroller

Approved as to Form:

_____
MICHELLE KELSON
Corporation Counsel

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SCHEDULE A

SCOPE OF SERVICES

Vendor shall administer a call to artists and juried art project for the design of six (6) bicycle racks for the benefit of the City of Newburgh. In its administration, Vendor shall incorporate elements of community engagement with City of Newburgh residents, City of Newburgh officials, the Newburgh Arts and Cultural Commission, and the City of Newburgh Transportation Committee.

Vendor shall cooperate with City and City shall in good faith pursue a grant agreement with DASNY to fund the fabrication of the bicycle racks. Vendor's services shall comply with all terms and conditions contained in the anticipated State and Municipal Facilities Capital Program Grant, administered through the Dormitory Authority of the State of New York to fund the design and fabrication of the bicycle racks.

Vendor and City agree that City will provide installation services for the bicycle racks at City's cost within 6 months of completion of fabrication.

Except as provided above, Vendor represents that it has a fully-funded administrative budget for this project and shall not require any additional funding from the City to complete the project.

Copyright for artist submissions, interim, final, and developed designs will remain with the artist(s). Nothing in this agreement is intended to define or determine any artist work or submission as work for hire. Artist shall retain all rights under US Copyright laws and the Visual Artist Rights Act. Artists grant City a perpetual, irrevocable license to reproduce the final designs for use in this project, for reproduction and replacement of bicycle racks, and for the purpose of promotion or publicity.

Upon issuance of an award and acceptance of a final design by Vendor, Vendor shall invoice the City in the amount of $5,000.00 for each completed, contracted final design, with one hundred percent of said amount to be used for payment to each artist. Vendor shall provide proof of payment to artist prior to the expiration of this Agreement.

DRAFT

RESOLUTION NO.: 228 - 2021

OF

SEPTEMBER 27, 2021

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

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

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

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

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

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

BE IT FURTHER RESOLVED, by the Council of the City of Newburgh, New York that the City Manager is authorized to execute all such contracts and documentation and take such further actions as may be appropriate and necessary to accept such grant and administer the programs funded thereby.

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 9/27/21 and that it is a true and correct copy of such original.
Witness my hand and seal of the City of Newburgh this 28th day of Sept 20 21

Deputy City Clerk

RESOLUTION NO.: 131 - 2022

OF

MAY 23, 2022

A RESOLUTION AMENDING RESOLUTION NO. 85-2021 AND AUTHORIZING THE CITY MANAGER ACCEPT AN AWARD FROM THE NEW YORK STATE DEPARTMENT OF CRIMINAL JUSTICE SERVICES UNDER THE GUN INVOLVED VIOLENCE ELIMINATION ("GIVE") PARTNERSHIP FOR ADDITIONAL FUNDING IN THE AMOUNT OF $34,150.00 WITH NO CITY MATCH FOR THE PERIOD APRIL 1, 2022 TO JUNE 30, 2022

WHEREAS, by Resolution No. 85-2021 of April 12, 2021, the City Council authorized the City Manager to apply for and accept if awarded a grant award from the New York State Department of Criminal Justice Services under the Gun Involved Violence Elimination ("GIVE") Partnership, in the amount of $364,284.00 with no City match required for New York State Fiscal Year beginning July 1, 2021 and ending June 30, 2022; and

WHEREAS, the City of Newburgh received its award for New York State fiscal year beginning July 1, 2021 and ending June 30, 2022; and

WHEREAS, by letter dated May 4, 2022, the City received notice of an award of additional GIVE Partnership funding in the amount of $34,150.00 for the period April 1, 2022 to June 30, 2022 to offset the cost of overtime; and

WHEREAS, this Council has determined that accepting such additional funding is in the best interests of the City of Newburgh and the safety of its residents and visitors alike;

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 an additional funding award from the New York State Department of Criminal Justice Services under the Gun Involved Violence Elimination ("GIVE") Partnership, in the amount of $34,150.00 with no City match required for the period April 1, 2022 and ending June 30, 2022, to be used to carry out the program; and to execute all such further contracts and documentation and take such further actions as may be appropriate and necessary to accept such grant and administer the programs funded thereby.

RESOLUTION NO.: _132___-2022

OF

MAY 23, 2022

A RESOLUTION AMENDING THE 2022 PERSONNEL ANALYSIS BOOK TO ADD ONE DISPATCHER POSITION ON A TEMPORARY BASIS IN THE FIRE DEPARTMENT

WHEREAS, the Fire Chief has notified the City Manager that due to an authorized leave of absence, the Fire Department will need an additional individual to perform the duties of "Dispatcher"; and

WHEREAS, the creation of the additional Dispatcher position will be on a temporary basis; and

WHEREAS, the City Council has determined that adding one Dispatcher position in the Fire Department will promote economy and efficiency within the Department; the same being 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 Personnel Analysis Book for the fiscal year 2022 be amended, and that there be and hereby is created one (1) additional position on a temporary basis in the position of "Dispatcher" in the Fire Department.

RESOLUTION NO.: __133___-2022

OF

MAY 23, 2022

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NEWBURGH DEDICATING THE NEWBURGH COLORED BURIAL GROUND MEMORIAL IN DOWNING PARK

WHEREAS, in 2008, at the commencement of construction of new courthouse facility at the Broadway School site at Broadway and Robinson Avenue, human remains were unearthed from the burying ground which received the remains of citizens and residents of the City of Newburgh in the 19th Century, including particularly African-Americans and people of color; and

WHEREAS, the City of Newburgh Colored Burial Ground Committee was formed to ensure proper commemoration, management and enshrinement of human remains discovered during the Newburgh City Courthouse Project; and

WHEREAS, after many years of research, study and engagement, the remaining members of the City of Newburgh Colored Burial Ground Committee have identified a location suitable for the respectful commemoration and enshrinement of the human remains and fitting for a permanent memorial and resting place to be located south of the cul-de-sac of Haible Way within Downing Park; and

WHEREAS, the City Council is desirous of endorsing the proposal of the Newburgh Colored Burial Ground Committee and dedicating the Newburgh Colored Burial Ground Memorial in Downing Park to honor the history of City's African-American community and people of color;

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Newburgh hereby endorses the proposal of the Newburgh Colored Burial Ground Committee and dedicates a 30 foot by 85 foot area south of the cul-de-sac of Haible Way within Downing Park as the "Newburgh Colored Burial Ground Memorial in Downing Park"; and

BE IT FURTHER RESOLVED, that a plaque shall be erected at this location within Downing Park commemorating and memorializing Newburgh Colored Burial Ground Memorial in Downing Park; and

BE IT FURTHER RESOLVED, that the City Council supports the plan for the redevelopment of the site as Newburgh Colored Burial Ground Memorial in Downing Park.


Carpenter Ave
Carpenter Ave
Carpenter Ave
Haible Way
85 feet
50 Feet
Proposed future interment area (subject to approval)

RESOLUTION NO.: __134__- 2022

OF

MAY 23, 2022

A RESOLUTION APPOINTING BETTY BASTIDAS, KENNETH MUIGAI, JASON OTERO AND ANTHONY SLADE, JR. TO THE CITY OF NEWBURGH ARTS AND CULTURAL COMMISSION FOR THREE YEAR TERMS

WHEREAS, the City of Newburgh has created an Arts and Cultural Commission to develop and promote arts and culture in the City as an integral part of City life; to encourage tourism; to foster a creative environment which reflects the rich diversity of our City; and to increase and enhance the role played by the arts in education in all its forms; and

WHEREAS, Betty Bastidas, Kenneth Muigai, Jason Otero and Anthony Slade, Jr. have submitted letters of interest to serve as Members of The Arts and Cultural Commission to fill vacant positions; the same being 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 Betty Bastidas, Kenneth Muigai, Jason Otero and Anthony Slade, Jr. are hereby appointed to The Arts and Cultural Commission each for a three (3) year term commencing May 24, 2022 and ending on May 23, 2025.

RESOLUTION NO.: 135 -2022

OF

MAY 23, 2022

A RESOLUTION REAPPOINTING JOHN POWELL AND VERA BEST TO THE MUNICIPAL CIVIL SERVICE COMMISSION OF THE CITY OF NEWBURGH

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that John Powell is hereby re-appointed to a six (6) year term retroactively commencing on June 1, 2020 and expiring on May 31, 2026; and

BE IT FURTHER RESOLVED, by the Council of the City of Newburgh, New York that Vera Best be and she is hereby re-appointed to a six (6) year term commencing on June 1, 2022 and shall expire on May 31, 2028.

RESOLUTION NO.: _136_- 2022

OF

MAY 23, 2022

A RESOLUTION RE-APPOINTING 4 MEMBERS TO TWO YEAR TERMS AND APPOINTING 3 NEW MEMBERS TO TWO YEAR TERMS ON THE TRANSPORTATION ADVISORY COMMITTEE

WHEREAS, by Ordinance No. 1-2009 the City Council created the Transportation, Traffic and Parking Advisory Committee to advise the City Council on parking and transportation-related matters and to guide the preparation and planning of plans and programs; and

WHEREAS, it is necessary and in the best interests of the City of Newburgh to re-appoint 4 members and appoint 3 new members to this Committee for new two-year terms commencing on May 24, 2022 and ending on May 23, 2024;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York that the following individuals be and are hereby re-appointed as members of the Transportation Advisory Committee for two-year terms:

Gabriel Berlin
Naomi Hersson-Ringskog
Andrew Sumahit

and

BE IT FURTHER RESOLVED, by the Council of the City of Newburgh, New York that the following individual be and is hereby re-appointed to the Transportation Advisory Committee for a two-year term as a representative of an agency or organization which represents and/or advocates for persons with disabilities:

John Harper, Independent Living, Inc.

and

BE IT FURTHER RESOLVED, by the Council of the City of Newburgh, New York that the following individuals be and are hereby appointed as new members to the Transportation Advisory Committee for two-year terms:

Francisco Grajales
Doris Lopez
Marianne Marichal

RESOLUTION NO.: 137 - 2022

OF

MAY 23, 2022

A RESOLUTION RATIFYING A SETTLEMENT AND AUTHORIZING THE PAYMENT OF CLAIM WITH HECTOR CAMACHO IN THE AMOUNT OF $8,000.00

WHEREAS, Hector Camacho brought a claim against the City of Newburgh; and

WHEREAS, the parties have reached an agreement for the payment of the claim in the amount of Eight Thousand and 00/100 Dollars ($8,000.00) in exchange for a release to resolve all claims among them; and

WHEREAS, this Council has determined it to be in the best interests of the City of Newburgh to settle the matter for the amount agreed to by the parties;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the City Manager, Corporation Counsel and the City's outside defense counsel are hereby authorized to settle the claim of Hector Camacho in the total amount of Eight Thousand and 00/100 Dollars ($8,000.00) and further authorized to execute documents as may be required to effectuate the settlement as herein described.

RESOLUTION NO.: 138 - 2022

OF

MAY 23, 2022

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A PAYMENT OF CLAIM WITH KATHERINE CRUZ IN THE AMOUNT OF $11,174.57

WHEREAS, Katherine Cruz brought a claim against the City of Newburgh; and

WHEREAS, the parties have reached an agreement for the payment of the claim in the amount of Eleven Thousand One Hundred Seventy-Four and 57/100 Dollars ($11,174.57) in exchange for a release to resolve all claims among them; and

WHEREAS, this Council has determined it to be in the best interests of the City of Newburgh to settle the matter for the amount agreed to by the parties;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the City Manager is hereby authorized to settle the claim of Katherine Cruz in the total amount of Eleven Thousand One Hundred Seventy-Four and 57/100 Dollars ($11,174.57) and that the City Manager be and he hereby is authorized to execute documents as the Corporation Counsel may require to effectuate the settlement as herein described.

RESOLUTION NO.: 139 - 2022

OF

MAY 23, 2022

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A PAYMENT OF CLAIM WITH JOSE J. GONZALEZ IN THE AMOUNT OF $8,466.46

WHEREAS, Jose J. Gonzalez brought a claim against the City of Newburgh; and

WHEREAS, the parties have reached an agreement for the payment of the claim in the amount of Eight Thousand Four Hundred Sixty-Six and 46/100 Dollars ($8,466.46) in exchange for a release to resolve all claims among them; and

WHEREAS, this Council has determined it to be in the best interests of the City of Newburgh to settle the matter for the amount agreed to by the parties;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Newburgh, New York, that the City Manager is hereby authorized to settle the claim of Jose J. Gonzalez in the total amount of Eight Thousand Four Hundred Sixty-Six and 46/100 Dollars ($8,466.46) and that the City Manager be and he hereby is authorized to execute documents as the Corporation Counsel may require to effectuate the settlement as herein described.

ORDINANCE NO.: ___4_____ - 2022

OF

MAY 23, 2022

AN ORDINANCE AMENDING CHAPTER 272 ENTITLED "TAXICABS" OF THE CODE OF ORDINANCES OF THE CITY OF NEWBURGH

BE IT ORDAINED, by the Council of the City of Newburgh, New York that Chapter 272 entitled "Taxicabs" of the Code of the City of Newburgh is hereby amended as follows:

SECTION 1. Amendment.

§ 272-2. Definitions.

LIVERY – A duly registered passenger automobile which transports fares for hire. However, a livery service shall not secure business by cruising the streets or by soliciting fares in public places. A "livery" may have the word "livery" and the name of the owner or company on the vehicle. A "livery" shall not, however, have placed upon it a dome light or other lights located on the roof of the vehicle or the words "taxi," "taxicab" or words of similar import or any other distinctive or unusual equipment, device, design, color, numbers or lettering liable to deceive the public that such a vehicle is a taxicab.

TAXICAB – Includes any motor vehicle engaged in the business of carrying persons for hire, where said business is conducted wholly within municipal boundaries, and which is ~~whether the same is~~ operated from a street stand, cruises the streets of the City of Newburgh for the purpose of securing passengers, or subject to calls from a garage or otherwise dispatched for the purpose of operating ~~operated~~ for hire, except vehicles subject to the provisions of the Transportation Law and exempted thereby from the provisions of this chapter, or used by funeral homes or undertakers in carrying on their business.

TAXICAB NUMBER – A number included on each taxicab vehicle license and inspection sticker issued by the Chief of Police or designee ~~City Clerk~~; each vehicle so licensed shall be assigned one unique number as described in this chapter.

§ 272-5. Taxicab Driver's license application.

B. Each application for a taxicab driver's license shall contain the following statement:

§ 272-8. Renewal of taxicab driver's license; fee.

B. Each application for renewal of taxicab driver's license shall contain the following statement:

~~Strikethrough~~ denotes deletions
Underlining denotes additions

§ 272-9. Taxicab Driver's licenses not transferable; fees not prorated.

§ 272-10. Suspension or revocation of taxicab companies' right to operate; suspension or revocation of taxicab driver's license or permit; relicensing.

B. When the number of separate convictions, including guilty pleas, accumulated over the indicated period of time as shown in the following charts equals or exceeds the number shown, the Chief of Police shall notify the driver and the operator and/or owner of the vehicle and company of such number. The Chief of Police shall suspend the taxicab driver's license, vehicle license and/or right of the owner and/or operator of the company employing such driver(s) and/or owning such vehicle(s) for such period as shown, or revoke same.

§ 272-12. Vehicle license required; fee; stickers.

C. For each vehicle licensed as a taxicab hereunder, the Chief of Police or designee ~~City Clerk~~ shall issue a sticker of uniform design. Each sticker shall display a unique number as provided in this section, shall show the expiration date of said taxicab vehicle license, and shall show the expiration date of said taxicab's inspection. Such sticker shall be affixed on the windshield of the vehicle for which same shall have been issued by the Chief of Police or his designee so as to be clearly visible. Each taxi company shall be assigned a unique number and each vehicle operated by each such company shall be assigned a unique number with said company; thus, each vehicle shall have a unique number in the form AB-CD where "AB" is the number assigned to the company and "CD" is the number assigned to each vehicle operated by each such company.

§ 272-16. Inspections required.

A. No vehicle shall be licensed as a taxicab pursuant to this chapter until it has been inspected and examined by the Police Chief or his designee and found to be in proper ~~a thoroughly safe~~ condition for the transportation of passengers, clean, fit, of good appearance, well painted in accordance with this chapter and in complete compliance with all requirements of the Code of the City of Newburgh and with all other applicable laws, codes and regulations, including that each such vehicle shall bear taxi ~~or livery~~ license plates issued by the New York State Department of Motor Vehicles.

~~B. Taxicabs are to be inspected at a private New York State licensed inspection station. The Chief of Police is hereby empowered to designate not more than five official inspection stations, each of which shall be a New York State licensed inspection station in the City of Newburgh for the purposes of this chapter. The taxicab owner must pay directly to the inspection station the cost of each inspection. The inspection fee shall be that established by state law or regulation for each inspection performed in compliance with this section.~~

~~C. Such inspection shall occur prior to licensing of such vehicle as a taxicab, and thereafter once per year, such inspection to take place no more than six months after the inspection of such~~

~~motor vehicle as required by the New York State Vehicle and Traffic Law and regulations, and at other such times as the Chief of Police deems the same necessary.~~

C. The inspection of the taxicab shall include, but not be limited to a review of the following and shall include an inspection of those items listed in Section 272-17 of this chapter.

1. Exterior lights, including reverse, license plate, parking lights and roof lights.
2. Tires
3. Interior lights
4. Upholstery
5. Floorboards/Floor mats
6. Door handles, inside and out
7. Doors
8. Body damage and rust, including bumpers
9. Paint
10. Directional signals
11. Heater
12. Mirrors, inside and out
13. Seat belts
14. Wheel covers or hubcaps
15. Conventional spare tire
16. Jack, rated for said vehicle
17. Exterior light lenses, free from cracks and property color
18. No trailer hitches
19. Trouble light

~~In addition to the prelicensing inspection, it shall be the responsibility of each operator, owner and driver of a taxi applying for or licensed in the City of Newburgh as a taxicab vehicle to cause such vehicle to be inspected by a designated inspection station at intervals of no less frequently than every 12 months.~~

~~D. A copy of the inspection report shall be given to the vehicle owner and/or operator and/or driver and the Chief of Police at the completion of the inspection.~~

~~E. F. The inspection of the taxi shall include, but not be limited to, a review of the following and shall also include an inspection of those items listed in § 272-17 of this chapter.~~

~~(1) Brakes.~~
~~(2) Tires.~~
~~(3) Steering/front end.~~
~~(4) Suspension (including shock absorbers and springs).~~
~~(5) Exterior lights (including reverse, license plate, parking lights and roof light).~~
~~(6) Interior lights.~~
~~(7) Windshield/All glass.~~
~~(8) Windshield wipers, washers.~~
~~(9) Front and rear window defrosters.~~

~~Strikethrough~~ denotes deletions
Underlining denotes additions

~~(10) Horn.~~
~~(11) Upholstery.~~
~~(12) Floorboards/Floor mats.~~
~~(13) Door handles, inside and out.~~
~~(14) Doors.~~
~~(15) Body damage and rust (including bumpers).~~
~~(16) Paint.~~
~~(17) Directional signals.~~
~~(18) Heater.~~
~~(19) Speedometer.~~
~~(20) Mirrors (inside and out).~~
~~(21) Fuel system.~~
~~(22) Seat belts.~~
~~(23) Emissions (burning oil and smoke, visible and otherwise).~~
~~(24) Muffler and exhaust system.~~
~~(25) Engine fluid leaks.~~
~~(26) Wheel covers or hubcaps.~~
~~(27) Conventional spare tire.~~
~~(28) Jack (rated for said vehicle).~~
~~(29) Exterior light lenses (free from cracks and proper color).~~
~~(30) No trailer hitches.~~
~~(31) Trouble light.~~

D. Repair work which is required after inspection of a taxi must be completed within 10 days of the inspection, and satisfactory proof of repair shall be presented to the Chief of Police. Failure to make necessary repairs and to present satisfactory proof may be grounds for denying a license application or re-application and for revoking or suspending a license previously issued~~suspension of an owner's taxicab vehicle license. The cost for reinspection shall be that established by state law or regulation for such inspection of motor vehicles~~.
E. Upon receipt of a report from any designated inspection station which finds a taxi to be unfit or unsuited for public patronage or which shall fail to comply with the requirements of this chapter, the Chief of Police or his designee shall refuse a license or shall revoke or suspend the license previously issued.
F. Upon successful completion of the inspection~~receipt of the appropriate report from the designated inspection station~~, the Chief of Police or his designee will issue a suitable inspection sticker with the month and year of inspection expiration marked out. The sticker shall be affixed on the windshield of the vehicle by the Chief of Police or his designee where it shall be clearly visible and available for inspection by any member of the City of Newburgh Police Department at all times while said vehicle is licensed within the City of Newburgh.
G. It shall be unlawful to possess or display a forged, altered or unauthorized City of Newburgh inspection sticker.
H. The Chief of Police may additionally inspect or cause to be inspected all taxicabs from time to time, as often as he may deem necessary for the public health, safety and welfare. Said

inspections shall not be evidence to be used against the City with respect to any claim of liability, and the City assumes no special duty or obligation to any person with respect to same, but shall be evidence merely that the licensee has had inspections made as required by this chapter.

§ 272-17. Vehicle markings, safety and equipment; owner, operator and/or driver responsibilities.

B. In addition to any requirements otherwise imposed by the Vehicle and Traffic Law of the State of New York or by this chapter, each licensed taxicab operating within the City of Newburgh shall at all times remain in compliance with each of the following vehicle requirements:

(19) The exterior surfaces of each and every vehicle used as a taxicab in the City of Newburgh shall be painted yellow ~~a uniform color, such color to be determined~~ at all times ~~and from time to time by the City Council~~.

E. In addition to any requirements otherwise imposed by the Vehicle and Traffic Law of the State of New York or by this chapter, each licensed taxicab driver operating within the City of Newburgh shall at all times remain in compliance with each of the following driver requirements:

~~(9) The driver shall not cruise within the City seeking passengers nor make any personal solicitation on any street or other public place for passengers to ride or hire any particular taxicab other than from immediately adjacent to such taxicab while parked at a designated taxicab stand, in compliance with § 272-22 hereof. Taxis shall not stand on any public street or place other than at or upon a taxicab stand designated by the City.~~

§ 272-23. ~~Soliciting passengers; cruising and i~~Interference with other operators prohibited.

~~No taxicab, while awaiting employment, shall stand or travel on any public street except stopped at a stand designated in accordance with this chapter. No person shall solicit passengers from any point other than immediately adjacent to his taxicab. Taxicabs shall not cruise or operate on the streets of the City of Newburgh without a fare under hire for the purpose of soliciting business.~~ No taxicab owner, operator or driver shall employ radios, telephones or other methods or means of remote communication in order or so as to preempt, intercept, precede or otherwise interfere with any other driver or operator of a taxicab which has lawfully been called, appointed or retained to serve a fare.

§ 272-24. Rates of fare; display; transport of animals.

A. Except as provided in Subsection B of this section, the rate of fare for the transport of passengers and/or baggage to and from destinations within the City of Newburgh shall be $8.00 ~~5~~.

~~Strikethrough~~ denotes deletions
Underlining denotes additions

B. The rate of fare for the transport of passengers who are 65 years or older from any point having its origin within the City of Newburgh to any point having its destination within the City of Newburgh shall be $4.00~~2.50~~.
C. Owners, operators and drivers must display fare rates visibly to all passengers.
D. Owners must submit, along with the taxicab vehicle license application, their established fare rate for transports within, through and outside the City limits.
E. The soliciting of tips, gratuities or any charges in addition to those authorized herein is prohibited. This clause shall not prohibit the voluntary offer or acceptance of a tip or gratuity.
F. No driver of a licensed taxi cab shall carry any person other than the passenger first employing a taxicab without the consent of said first passenger.
G. No person shall charge or attempt to charge any passenger a greater fare than that to which the taxicab driver is entitled to collect under the provisions of this chapter.
H. If a taxicab waits for more than five minutes for a passenger at the passenger's request, there may be a charge for waiting of $2.00~~1~~ for each five minutes, or fraction thereof, after the first five minutes.
I. Transport of animals.
    1. There is no additional charge for carrying a service animal accompanying a person ~~guide dog accompanying a blind person or a hearing-impaired person or other person~~ whose physical or medical condition requires the assistance of such animal, and no driver shall refuse or decline to carry a passenger or fare for the reason that such person is accompanied by such a~~n~~ service animal.
    2. Drivers may refuse to transport any other animal unless the animal is securely enclosed in a kennel case which can be reasonably accommodated by such vehicle or is otherwise reasonably secured in accordance with the size, kind and nature of such animal.
J. The schedule of fares herein established may be amended by adoption of an ordinance of by the City Council.

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 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. This ordinance shall take effect June 1, 2022.

~~Strikethrough~~ denotes deletions
Underlining denotes additions

Chapter 272

TAXICABS

GENERAL REFERENCES

Noise — See Ch. 212. **Vehicles and traffic — See Ch. 288.**

§ 272-1. Findings and purpose. [Added 7-12-2010 by Ord. No. 11-2010[1]]

The City Council of the City of Newburgh finds that suitable public transportation is lacking within the City of Newburgh and that transportation by taxicab within the City limits is an important and viable form of transportation for its residents and visitors. The City Council recognizes that § 151 of the New York State Transportation Law permits the municipal regulation of taxi service which is conducted wholly within municipal boundaries. Therefore, the City Council further finds that it is necessary to regulate and license a taxi service conducted wholly within the boundaries of the City of Newburgh for the purpose of maintaining order, enforcing laws, protecting property, and caring for the safety, health, comfort, and general welfare of the inhabitants and visitors to the City of Newburgh. This chapter does not seek to regulate, in any way, taxi service which is not conducted wholly within the City of Newburgh's municipal boundaries.

§ 272-2. Definitions.

Unless otherwise expressly stated, whenever used in this chapter, the following words shall have the meanings given to them by this section. Whenever used in this chapter, pronouns and other references to persons and entities shall be considered to include the masculine and the feminine, and the singular and the plural, as the sense and neutral application thereof shall require.

CHIEF OF POLICE — The Chief of Police of the City of Newburgh, or the officer designated by him to perform the duties and carry out the responsibilities assigned to the Chief of Police hereunder, unless otherwise specified.

CITY — The City of Newburgh, New York, unless otherwise specified.

EXEMPT VEHICLE — Any motor vehicle which is used for commercial transportation purposes for charge or hire by paying passengers or persons for whom a fare has been paid but which is, or is being used as, an ambulance, a truck carrying freight or otherwise engaged in interstate commerce; a van or other like vehicle used for transportation of disabled, frail or elderly persons; a bus or van used for school or educational purposes; a bus or other vehicle used for mass transit; or a vehicle being used in a funeral or for such other purpose as the law or the Chief of Police may determine to be exempt from the provisions of this chapter.

FARE — Either a customer or passenger paying or for whom a charge has been paid

1. **Editor's Note: This ordinance also redesignated former §§ 272-1 through 272-35 as §§ 272-2 through 272-36, respectively.**

to hire a lawfully licensed taxicab for transportation services under this chapter; or the charge so levied and lawfully incurred by such passenger, according to the sense thereof as used herein.

OPERATOR — Any person owning or having control of the use of one or more taxicabs used for hire upon the streets of the City or engaged in the business of operating a taxicab or a taxicab company in the City of Newburgh.

RATE CARD — A card on which is printed the tariff rates or fares charged for taxi service in the City as provided by this chapter.

STREET — Includes any street, alley, avenue, thoroughfare, court, bridge, lane or other public place in the City.

TAXICAB — Includes any motor vehicle engaged in the business of carrying persons for hire, where said business is conducted wholly within municipal boundaries, whether the same is operated from a street stand or subject to calls from a garage or otherwise operated for hire, except vehicles subject to the provisions of the Transportation Law and exempted thereby from the provisions of this chapter, or used by funeral homes or undertakers in carrying on their business.**[Amended 7-12-2010 by Ord. No. 11-2010]**

TAXICAB DRIVER — Any person who drives a taxicab available for hire or under hire, whether such person is the owner or lessee of such taxicab or employed by or in contract with a taxicab owner, operator or lessor.

TAXICAB DRIVER'S LICENSE — A license granted by the City to an otherwise qualified person to drive any licensed taxicab for hire or under hire upon the streets of the City.

TAXICAB LICENSE — A license granted by the City to any business or person to keep for hire any vehicle to be used as a taxicab in such City, each such license being specifically issued to one specified vehicle only.

TAXICAB NUMBER — A number included on each taxicab vehicle license and sticker issued by the City Clerk; each vehicle so licensed shall be assigned one unique number as described in this chapter.

TAXICAB STAND — Includes any place alongside the curb of a street or elsewhere which is exclusively reserved by the Chief of Police and/or by the codes and rules of the City for the use of taxicabs and specifically designated therefor.

TRIP SHEET — One or more sheets of paper upon which the driver and/or operator records information pertaining to each trip carrying one or more paying passengers, as described in this chapter.

TROUBLE LIGHT — A light which is affixed to the roof of a taxicab vehicle, contained within an amber lens, which can be easily seen when illuminated during day or night from no less a distance than 50 feet, the illumination of which is operated by a switch solely under the control of the driver and which, when illuminated, shall indicate that the driver and/or passenger(s) are in need of emergency assistance and which shall be used exclusively for such purpose.

§ 272-3. Licenses required.

It shall be unlawful for any person to drive, operate, offer or keep for hire or charge within the limits of the City any taxicab or other motor vehicle providing transportation

service for charge or fee without first having obtained and paid for a taxicab driver's license and a taxicab vehicle license, and all other licenses and permits required by law, and causing the same to be and remain in force and effect at all times under the provisions of this chapter.

§ 272-4. Driver's license required.

No person shall drive a taxicab and no person shall permit anyone to drive a taxicab within the limits of the City without such driver having first obtained and paid for, and having in force and effect at all times, both a valid New York State driver's license of the appropriate class and certification, including but not limited to a chauffeur's license, and a taxicab driver's license issued under the provisions of this chapter.

§ 272-5. Driver's license application.

A. Each applicant for a taxicab driver's license must comply with the following requirements and provide the required information to the satisfaction of the Chief of Police:

(1) He must first have obtained all required state licenses, including a state chauffeur's license. The full residence address of the applicant must be entered on the Department of Motor Vehicles driver's license. P.O. box numbers are not acceptable.

(2) He shall fill out, upon a blank form to be provided by the City Clerk, a statement giving his full name, current residence, places of residence for the five years immediately preceding his moving to his present address, age, date of birth, height, color of eyes and hair, place of birth, whether a citizen of the United States, places of previous employment for the immediate past five years, whether married or single, whether he has ever been arrested or convicted of a felony or misdemeanor or driving while intoxicated ("DWI"), or criminal charges involving illegal drugs, whether he has been previously licensed as a driver or chauffeur and, if so, whether his license has ever been revoked and for what cause, the number of the chauffeur's license issued by the state, and the company name, business address and telephone number from which the applicant will operate and/or drive any taxicab, which statement shall be signed and sworn to by the applicant and filed with the City Clerk as a permanent record.

(3) He shall additionally submit the following:

(a) The results of a drug screening test, performed within 10 days of the date of the applicant's submission, from a laboratory certified to perform toxicology tests and certify the results thereof by the New York State Department of Health and which performs drug abuse testing, indicating the applicant does not use amphetamines, barbituates, benzodiazepines, benzoylecgonine, ethanol, fentanyl, methadone, opiates, phencyclidine, propoxyphene, THC cannabinoids and tricyclic antidepressants, unless prescribed by a licensed health-care provider. The taxicab driver shall be responsible for all costs associated with the test required for application and renewal, including but not limited to all costs associated with such

testing, as may be required by the Chief of Police.

(b) A copy of his current New York State Department of Motor Vehicles driver's license abstract and true and accurate copies of certificates of disposition for any and all arrests of such applicant.

B. Each application for a driver's license shall contain the following statement:

"PURSUANT TO NEW YORK STATE PENAL LAW § 210.45, IT IS A CRIME PUNISHABLE AS A CLASS A MISDEMEANOR TO KNOWINGLY MAKE A FALSE STATEMENT HEREIN."

C. The Chief of Police is hereby authorized and empowered to require such additional information as same shall be reasonably related to the applicant's fitness and/or eligibility as he may deem necessary from any applicant for any license required by this chapter. The Chief of Police is hereby authorized to waive the production of any information from any applicant as may otherwise be required under this chapter if in his opinion such requirement is unreasonable, unnecessary, inappropriate or unjust under the circumstances.

§ 272-6. Photograph and fingerprints required; application fee; approval of Chief of Police.

A. Each applicant for a taxicab driver's license shall file with his application clear images, inked prints or other impressions of the fingers of his right and left hands to the satisfaction of the Chief of Police. Such impressions shall be placed upon forms furnished by the City Police Department, the impressions to be taken under the supervision of the Chief of Police or someone designated by him, at such place or places as may be designated by such licensing official. Each applicant shall also file two unmounted, unretouched photographs of himself, size 2 1/4 inches by 2 1/4 inches, taken within 30 days preceding the filing of the application. The filing required by this section shall be accompanied by a nonrefundable application fee as set forth in Chapter 163, Fees, of this Code. The Police Department is hereby authorized to submit such fingerprints to any agency of the State of New York, or subdivision thereof, for the purpose of conducting a criminal history and background check for such applicant, which shall be used to evaluate and determine the qualifications and fitness of such applicant to be issued a license hereunder. **[Amended 6-14-2010 by Ord. No. 10-2010]**

B. Applications with photographs, fingerprint images and/or impressions and drug tests attached shall forthwith be sent to the Chief of Police, and no license shall be issued under the provisions of this chapter until the approval of the issuance of such license(s), in writing, from the Chief of Police has been received by the City Clerk. The Police Department shall conduct an investigation of each applicant for a taxicab driver's license, and the report of this investigation and a copy of the traffic and police record, if any, shall be attached to the application and filed with the City Clerk. The Chief of Police shall refuse to issue or renew a driver's license if the driver:

(1) Does not meet a qualification for a license; or

(2) Has made a material false statement on the application; or

(3) Has submitted a drug screening test with a positive result or has refused to submit to a test or has failed to provide a test result or information regarding same; or

(4) Has been convicted of, pleaded guilty to or forfeited bond or collateral upon any of the following charges, whether the conviction, plea or forfeiture occurred in the State of New York or elsewhere:

(a) Any offense which constitutes a "serious offense," as the term is defined by § 265.00 of the Penal Law of the State of New York or any act supplementary thereof or amendment thereto; or

(5) Has accumulated, within the past 24 months, six or more points on his or her driver's license, as such points are determined by the Department of Motor Vehicles of the State of New York; or

(6) Has had any taxicab driver's license or a similar license or permit revoked.

C. The Chief of Police shall notify the applicant, in writing, of any refusal to approve any application and the reason therefor.

§ 272-7. Form and terms of driver's license; temporary permit.

A. Issuance and form. Upon satisfactory fulfillment of the foregoing requirements and upon the payment of a nonrefundable driver's license fee as set forth in Chapter 163, Fees, of this Code, the City Clerk shall issue to the applicant a license which shall be in such form as to contain a photograph and signature of the licensee and blank spaces upon which a record may be made of any arrest of or such complaint(s) against him as may be required by the Chief of Police. Each license shall be stamped by the seal of the City upon at least a portion of the photograph. All licenses shall be numbered in the order in which they are issued and shall contain the driver's name and expiration date of the license. **[Amended 7-12-2010 by Ord. No. 11-2010]**

B. Tampering. Any licensee who alters, defaces, mutilates, changes, removes or obliterates any official entry made upon his license, or any other form, format, color, content or component thereof, shall be punished by the revocation of his license.

C. Duration. Taxicab driver's licenses shall be valid for one calendar year from the date of issue and shall remain valid unless otherwise revoked or suspended for the next succeeding calendar year, up to the anniversary of the date of issue.

D. Display. Each such license shall be placed in a transparent plaque or frame the size of four inches by six inches and shall, at all times when the driver is operating the cab for hire, be attached inside the front seat of the taxicab on the right or passenger side thereof in a position readily visible to the passengers of said taxi and to persons looking in or through the window of the front door on the right or passenger side thereof.

§ 272-8. Renewal of driver's license; fee.

A. When applying for a renewal of a taxicab driver's license, every applicant shall make such application at least 30 days prior to its expiration upon a form to be furnished by the City Clerk entitled "Application for Renewal of Taxicab Driver's License," which shall be filled out with the full name and address of the applicant, together with a statement of the date upon which the original license was granted and the number thereof and such other information as the Chief of Police and other City licensing official may deem necessary. Such application for renewal shall be accompanied by a nonrefundable fee as set forth in Chapter 163, Fees, of this Code. The driver shall submit with such application the results of a drug screening test performed within 10 days of the date of the application's submission in accordance with the requirements of § 272-5A(3)(a) above. **[Amended 6-14-2010 by Ord. No. 10-2010]**

B. Each application for renewal of license shall contain the following statement:

> "PURSUANT TO PENAL LAW § 210.45, IT IS A CRIME PUNISHABLE AS A CLASS A MISDEMEANOR TO KNOWINGLY MAKE A FALSE STATEMENT HEREIN."

C. Applications for a renewal of a taxicab driver's license submitted more than 30 days after the expiration date of same shall be treated as a new application according to the requirements of this chapter.

§ 272-9. Driver's licenses not transferable; fees not prorated.

Such licenses shall not be transferable. No license fee shall be prorated or refunded. Each fee in its entirety shall accompany each application therefor.

§ 272-10. Suspension or revocation of taxicab companies' right to operate; suspension or revocation of driver's license or permit; relicensing.

A. Suspension or revocation of companies' right to operate within City. The Chief of Police, with the assistance of the Corporation Counsel, City Clerk and other involved City staff, shall monitor and record the number of convictions of violations of the City Code and of the laws, codes and rules of the State of New York pertaining to and arising out of the operation of every driver, vehicle and company of one or more taxicabs in the City of Newburgh.

B. When the number of separate convictions, including guilty pleas, accumulated over the indicated period of time as shown in the following charts equals or exceeds the number shown, the Chief of Police shall notify the driver and the operator and/or owner of the vehicle and company of such number. The Chief of Police shall suspend the driver's license, vehicle license and/or right of the owner and/or operator of the company employing such driver(s) and/or owning such vehicle(s) for such period as shown, or revoke same.

Driver's License

Period of Time (most recent)	**6 Months**		**12 Months**	
Number of violations	5	7	7	9
Penalty	Suspend 6 months	Revocation (12+ months)	Suspend 6 months	Revocation (12+ months)

Vehicle License

Period of Time (most recent)	**6 Months**	
Number of violations	5	7
Penalty	Suspend 6 months	Revocation (12+ months)

Right to Operate Within the City of Newburgh

Period of Time (most recent)	**6 Months**		
Number of violations	10 times number of vehicles	15 times number of vehicles	20 times number of vehicles
Penalty	Suspend 3 months	Suspend 6 months	Revocation (12+ months)

C. The penalties provided for herein shall be in addition to and not instead of any and all other penalties provided under this chapter or City Charter or Code provisions or any law, rule or regulation of the state or federal government or other regulatory authority.

D. Suspension or revocation of a taxicab driver's license. A taxicab driver's license or permit may at any time be suspended or revoked for cause after a hearing by the Chief of Police. Upon making a determination to revoke or suspend a taxicab driver's license, the Chief of Police shall notify the holder of the license and any owner or operator by which he is employed of such decision, in writing, by certified mail to the last address set forth in the City's records, and shall state the reasons for his decision in such notice. Any such suspension shall be noted on the license, together with a statement of the reason therefor, and the driver shall be deprived of his license by the official suspending or revoking such license. When the license or permit is suspended or revoked, the taxicab driver's license and a note of the revocation or suspension shall be forthwith sent to the City Clerk, the license to be returned at the expiration of the period for which it was suspended. A second suspension for the same reason or, in any case, a third suspension of a taxicab driver's license shall revoke the license.

E. Relicensing of drivers. No driver whose taxicab driver's license or permit has been revoked shall be again licensed as a taxicab driver in the City, unless upon the presentation of reasons satisfactory to the Chief of Police.

§ 272-11. Recordkeeping.

There shall be kept in the office of the City Clerk a complete record of each license or permit issued to a driver and of all renewals, suspensions and revocations thereof, which record shall be kept on file with the original application of the driver for a taxicab driver's license.

§ 272-12. Vehicle license required; fee; stickers.

A. It shall be unlawful for any person to drive, operate or permit to be operated a taxicab upon the streets of the City or to solicit or pick up taxicab passengers within the City without first having paid a nonrefundable fee as provided for herein for each such vehicle so licensed and without first having obtained for each such vehicle a taxicab vehicle license under the provisions of this chapter from the City Clerk. Such license shall be valid for one calendar year from the date of issue and shall expire on the anniversary of the date of issue of the next succeeding calendar year unless sooner suspended or revoked. It shall be unlawful for any person to drive, operate or keep for hire or pay within the limits of the City any taxicabs not equipped as required by § 272-17 or which have not been inspected as required by § 272-16 or which do not display the inspection sticker as required by § 272-16.

B. The fee for each vehicle so licensed shall be as set forth in Chapter 163, Fees, of this Code. **[Amended 6-14-2010 by Ord. No. 10-2010]**

C. For each vehicle licensed as a taxicab hereunder, the City Clerk shall issue a sticker of uniform design. Each sticker shall display a unique number as provided in this section, shall show the expiration date of said taxicab vehicle license, and shall show the expiration date of said taxicab's inspection. Such sticker shall be affixed on the windshield of the vehicle for which same shall have been issued by the Chief of Police or his designee so as to be clearly visible. Each taxi company shall be assigned a unique number and each vehicle operated by each such company shall be assigned a unique number with said company; thus, each vehicle shall have a unique number in the form AB-CD where "AB" is the number assigned to the company and "CD" is the number assigned to each vehicle operated by each such company. **[Amended 8-12-2019 by Ord. No. 6-2019]**

D. [2]The City shall issue new stickers as described in this section annually or at such other times as the City shall determine to be appropriate and necessary.

§ 272-13. Vehicle license application.

One application for each taxicab vehicle license shall be made by the owner or other person with legal authority over same upon blank forms furnished by the City Clerk. Such application shall contain:

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2. Editor's Note: Former Subsection D, regarding a licensee's consent to inspection by police officers, was repealed 7-12-2010 by Ord. No. 11-2010. This ordinance also redesignated former Subsection E as Subsection D.

A. The name, age and residence of the person applying for the license, proof of his ownership and/or legal authority over each such vehicle and what, if any, previous experience he has had in the business of owning, furnishing, leasing, operating, driving, repairing or other enterprises in connection with providing transportation or related services for hire or charge.

B. The name, age and residence of the person or persons to be in immediate charge of the driving of each such taxicab or taxicabs or other motor vehicle(s) for hire; and the address and telephone numbers for business, home and cellular telephones by which such persons may be contacted.

C. For each such vehicle, the type of motor vehicle to be used, the horsepower, the vehicle identification number, the state license and registration numbers, any periods during which the vehicle has been used as a taxicab or vehicle for hire, and the seating capacity according to its trade rating.

D. Whether and when the vehicle has ever been previously licensed to operate as a taxicab or vehicle for hire and, if so, where.

E. Whether such vehicle's license to operate as a taxicab or vehicle for hire has ever been revoked or suspended, when, and for what cause.

F. Such other information as the Chief of Police may deem necessary, including but not limited to any and all information concerning the current and former state and history of repairs to such vehicle.

G. A copy of the New York State vehicle registration and the expiration date of the current New York State motor vehicle inspection and sticker number. The full address of the registered owner must be on the Department of Motor Vehicles registration. P.O. box numbers are not acceptable.

H. Miscellaneous.

(1) Each taxicab vehicle license application shall contain the following statement:

"PURSUANT TO PENAL LAW § 210.45, IT IS A CRIME PUNISHABLE AS A CLASS A MISDEMEANOR TO KNOWINGLY MAKE A FALSE STATEMENT HEREIN."

(2) Any false statements by the owner, applicant, operator and/or driver for a taxicab vehicle shall be reported to the Police Department. The City Clerk is hereby authorized and empowered to require such additional information as may be deemed necessary by the City Clerk and/or by the Chief of Police.

(3) The application must include the approved assigned unique official taxicab vehicle number assigned by the Police Department, which shall be added to such application by the applicant, City Clerk or Chief of Police when such application is approved.

§ 272-14. Insurance required; suitability of vehicle.

A. No vehicle shall be licensed as a taxicab hereunder unless it has a for-hire insurance policy in effect. No vehicle shall be licensed as a taxicab hereunder unless it is

insured by a public policy for damages for death or injuries to persons in the amount provided in the laws, rules and regulations established by the State of New York as the minimum required of any vehicle operated as a taxicab.

B. The Chief of Police shall refuse a taxicab vehicle license or, if already issued, shall revoke or suspend a license if the vehicle is unsuitable for public patronage by virtue of being unclean, unsafe or out of compliance with any applicable law, rule or regulation, or if, in the discretion of the Chief of Police, the design, capacity or other specifications of such vehicle render it unsuitable for use as a taxicab.

§ 272-15. Vehicle license card. [Amended 8-12-2019 by Ord. No. 6-2019]

If, upon inspection, a vehicle is found to be in proper condition and in compliance in accordance with the provisions of all applicable laws, rules and regulations, upon the approval of the application for a taxicab vehicle license and the payment of the license fee hereinafter set forth, such vehicle shall be licensed by delivering to the owner a card of such size and form as may be prescribed by the Chief of Police. The card shall contain the official license number of the taxicab vehicle and a statement to the effect that, in case of any complaints, the Chief of Police shall be notified, giving the license number of the taxicab and the telephone number and address via which such complaints may be made. Such card shall be signed by the City Clerk. The taxicab vehicle license number assigned hereunder shall, in each case, be the same as that assigned to the vehicle for that year pursuant to law. Taxicab vehicle license cards must be displayed in a prominent place visible to all passengers in the taxicab vehicle for which the license card is issued. For each such vehicle, the license number shall correspond to the number appearing on the sticker required to be affixed to the windshield of each such vehicle as required by this chapter.

§ 272-16. Inspections required.

A. No vehicle shall be licensed as a taxicab pursuant to this chapter until it has been inspected and examined and found to be in a thoroughly safe condition for the transportation of passengers, clean, fit, of good appearance, well painted in accordance with this chapter and in complete compliance with all requirements of the Code of the City of Newburgh and with all other applicable laws, codes and regulations, including that each such vehicle shall bear taxi or livery license plates issued by the New York State Department of Motor Vehicles.

B. Taxicabs are to be inspected at a private New York State licensed inspection station. The Chief of Police is hereby empowered to designate not more than five official inspection stations, each of which shall be a New York State licensed inspection station in the City of Newburgh for the purposes of this chapter. The taxicab owner must pay directly to the inspection station the cost of each inspection. The inspection fee shall be that established by state law or regulation for each inspection performed in compliance with this section.

C. Such inspection shall occur prior to licensing of such vehicle as a taxicab, and thereafter once per year, such inspection to take place no more than six months after the inspection of such motor vehicle as required by the New York State Vehicle and Traffic Law and regulations, and at other such times as the Chief of Police deems the same necessary.

D. In addition to the prelicensing inspection, it shall be the responsibility of each operator, owner and driver of a taxi applying for or licensed in the City of Newburgh as a taxicab vehicle to cause such vehicle to be inspected by a designated inspection station at intervals of no less frequently than every 12 months.

E. A copy of the inspection report shall be given to the vehicle owner and/or operator and/or driver and the Chief of Police at the completion of the inspection.

F. The inspection of the taxi shall include, but not be limited to, a review of the following and shall also include an inspection of those items listed in § 272-17 of this chapter:

(1) Brakes.

(2) Tires.

(3) Steering/front end.

(4) Suspension (including shock absorbers and springs).

(5) Exterior lights (including reverse, license plate, parking lights and roof light).

(6) Interior lights.

(7) Windshield/All glass.

(8) Windshield wipers, washers.

(9) Front and rear window defrosters.

(10) Horn.

(11) Upholstery.

(12) Floorboards/Floor mats.

(13) Door handles, inside and out.

(14) Doors.

(15) Body damage and rust (including bumpers).

(16) Paint.

(17) Directional signals.

(18) Heater.

(19) Speedometer.

(20) Mirrors (inside and out).

(21) Fuel system.

(22) Seat belts.

(23) Emissions (burning oil and smoke, visible and otherwise).

(24) Muffler and exhaust system.

(25) Engine fluid leaks.

(26) Wheel covers or hubcaps.

(27) Conventional spare tire.

(28) Jack (rated for said vehicle).

(29) Exterior light lenses (free from cracks and proper color).

(30) No trailer hitches.

(31) Trouble light.

G. Repair work which is required after inspection of a taxi must be completed within 10 days of the inspection, and satisfactory proof of repair shall be presented to the Chief of Police. Failure to make necessary repairs and to present satisfactory proof may be grounds for suspension of an owner's taxicab vehicle license. The cost for reinspection shall be that established by state law or regulation for such inspection of motor vehicles.[3]

H. Upon receipt of a report from any designated inspection station which finds a taxi to be unfit or unsuited for public patronage or which shall fail to comply with the requirements of this chapter, the Chief of Police or his designee shall refuse a license or shall revoke or suspend the license previously issued. **[Amended 8-12-2019 by Ord. No. 6-2019]**

I. Upon receipt of the appropriate report from the designated inspection station, the Chief of Police or his designee will issue a suitable inspection sticker with the month and year of inspection expiration marked out. The sticker shall be affixed on the windshield of the vehicle by the Chief of Police or his designee where it shall be clearly visible and available for inspection by any member of the City of Newburgh Police Department at all times while said vehicle is licensed within the City of Newburgh. **[Amended 8-12-2019 by Ord. No. 6-2019]**

J. It shall be unlawful to possess or display a forged, altered or unauthorized City of Newburgh inspection sticker.

K. The Chief of Police may additionally inspect or cause to be inspected all taxicabs from time to time, as often as he may deem necessary for the public health, safety and welfare. Said inspections shall not be evidence to be used against the City with respect to any claim of liability, and the City assumes no special duty or obligation to any person with respect to same, but shall be evidence merely that the licensee has had inspections made as required by this chapter.

§ 272-17. Vehicle markings, safety and equipment; owner, operator and/or driver responsibilities.

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3. Editor's Note: Former Subsection G, regarding inspection stickers, was repealed 8-12-2019 by Ord. No. 6-2019. This ordinance also renumbered former Subsections H through M as Subsections G through K, and repealed former Subsection K, regarding inspection stickers.

A. Taxicab vehicle identification.

(1) The City Clerk shall issue a taxicab vehicle license to each such vehicle, which shall assign a unique taxicab number as described in this chapter to each vehicle so licensed. Taxicab markings must be permanently displayed on both front doors of each vehicle. Markings must include taxi owner or company name, taxicab number, the words "taxi" or "taxicab" or "cab," and "Newburgh, New York."

(2) The taxicab number must also be permanently and visibly displayed on the rear of such vehicle (left and right rear fenders and left side of trunk lid or tailgate).

(3) Taxis shall each be numbered, with a unique four-digit number. Companies will be assigned a two-digit number (for example, Company A = 20, Company B = 30, etc.). Each taxicab vehicle will be assigned a two-digit number within each company. Thus, each vehicle shall have a unique four-digit number, the first two indicating the company and the second two indicating the vehicle within the company fleet. Numerical assignments are to be approved by the Chief of Police or his designee.

(4) Each taxicab vehicle shall prominently display on the outside of the driver's side door and on the outside of the front passenger's side door the schedule of fares for trips originating and ending within the City of Newburgh, known as "in-City trips," charged to passengers for the hire of such taxicab. In addition, each taxicab vehicle shall prominently display such information on a fare card in the interior of the vehicle such that it is clearly visible and readable by all passengers.

(5) The signs and numbers described herein as required must contain lettering not less than three inches in height and three inches in width with a paint stroke of 1/4 inch between each figure. Letter color must contrast with the door color and be readable from a minimum distance of 150 feet. The background of the sign must be of white reflective material.

(6) The Chief of Police or his designee shall issue a sticker for each vehicle so licensed, which shall be affixed to the windshield of the subject vehicle by the Police Chief or his designee. Each such sticker shall display the unique four-digit number assigned to such vehicle. **[Amended 8-12-2019 by Ord. No. 6-2019]**

(7) The exterior roof light must contain the name of the company or word "taxi" or "taxicab" or "cab." The exterior roof light must be permanently mounted and lit at night.

B. In addition to any requirements otherwise imposed by the Vehicle and Traffic Law of the State of New York or by this chapter, each licensed taxicab operating within the City of Newburgh shall at all times remain in compliance with each of the following vehicle requirements:

(1) No vehicle shall be licensed as a taxi for the first time if it was manufactured prior to January 1, 1997.

(2) Every vehicle shall be kept mechanically fit, interior and exterior kept in a clean and sanitary condition and shall at all times bear a current New York State inspection sticker and a City of Newburgh inspection sticker.

(3) Every vehicle shall have no fewer than four doors, not including a hatchback or other rear entry, two of which lead into the driver's compartment, and all doors shall be so constructed that they may be opened from the inside and the outside. Under no circumstances shall any two-door vehicle be licensed as a taxicab. Vans may be licensed and approved for use as taxicab vehicles only if each such van provides a seat and a seat belt for each passenger and carries no more than seven passengers at any given time.

(4) Every vehicle shall be equipped with an adequate heater of a type which will not permit exhaust gasses to enter the interior of the vehicle.

(5) Every vehicle shall be equipped with at least three adjustable rear-view mirrors, one in the driver's compartment and two exterior mirrors installed on the exterior of the vehicle, one on the driver's side door and one on the passenger-side door.

(6) Every vehicle shall be equipped with a standard speedometer properly installed and maintained in good working order. No licensed vehicle shall be operated in public while such speedometer is inoperative or disconnected.

(7) Every vehicle shall have either acceptable snow tires, all-weather radial tires or tire chains on the drive wheels of such vehicle when pavement conditions are such as to require said use for the safety of the driver, passenger and the general public.

(8) Every vehicle shall be equipped with dual windshield wipers properly installed and maintained in good working order, which shall be operated whenever weather conditions require. This shall include windshield washers in proper working condition. In addition, each licensed vehicle shall at all times remain in compliance with New York State regulations requiring that headlights be turned on at any time windshield wipers are in operation.

(9) Every vehicle shall contain original or replacement upholstery and floor mats in good and suitable condition for satisfactory use by the public. In the event that original upholstery or floor mats are found to be worn or otherwise deteriorated, such upholstery or floor mats must be replaced prior to the use of the licensed vehicle for conveyance of the public.

(10) Every vehicle shall be equipped with an interior light capable of illuminating the entire interior of the taxicab after sundown. The light shall be so arranged as to be automatically turned on by the opening of any door to the vehicle and shall also have a switch easily accessible to passengers.

(11) Wherever glass is used in the construction of any licensed vehicle, such glass shall be safety glass, clearly and permanently marked as such and of a type approved by the Commissioner of Motor Vehicles of the State of New York. All glass in said licensed vehicle shall be in good condition and shall not contain air bubbles, cracks or fractures. Glass shall not be tinted.

(12) The fenders, bumpers and body of each licensed vehicle must be rigidly and tightly fastened to said vehicle, free from significant or extensive dents or mutilation, and shall be so constructed as to allow the full opening of all doors of the vehicle. The exterior of the vehicle shall be properly maintained, painted and the finish in good condition. This includes all exterior light lenses to be free from cracks and to be the proper color.

(13) The vehicle must be equipped with both front and rear window defrosters/ defoggers. They are to be in proper working condition.

(14) Every vehicle shall be equipped with hubcaps on all four wheels or shall have uniformly painted wheels in lieu thereof.

(15) Shades or curtains are prohibited on the inside of any taxicab.

(16) New York State license plates, a City inspection sticker and any other licensing and inspection identification shall be placed and maintained in such manner as to be clearly visible and unobstructed at all times.

(17) No licensed vehicle shall be equipped with any equipment which is not reasonably useful or necessary to furnish safe, adequate and convenient taxicab service to the public.

(18) Each vehicle used as a taxicab shall be equipped with a roof light which shall be illuminated by an electrically powered light and controlled by the driver. Such light shall be in addition to the emergency roof light provided for hereinbelow.

(19) The exterior surfaces of each and every vehicle used as a taxicab in the City of Newburgh shall be painted a uniform color, such color to be determined at all times and from time to time by the City Council.

(20) Every company operating any taxicab shall designate an employee such as a dispatcher or other such person who shall be responsible to keep and maintain a trip sheet at all times during the operation of such taxicab.

(a) Such trip sheet shall record, at a minimum, the following information:

[1] The name and driver's license number of each and every driver operating such vehicle for the trips recorded on the trip sheet.

[2] Date, commencement time by hour and minute and origin point of each trip for each passenger.

[3] Date, drop-off or termination time by hour and minute and destination or termination location of each trip for each passenger.

[4] Fare charged and collected for each trip for each passenger.

[5] Date, time by hour and minute and location of any accident or breakdown causing an interruption or discontinuance of the operation of such taxicab and a description thereof.

[6] The issuance of any citation or violation of any law, rule or code

involving the operation of such taxicab and/or the conduct of the driver of same.

(b) The proprietor, operator or owner of any taxicab business shall produce any and all such trip sheets for any and all taxicabs operated, owned or controlled by such persons upon demand therefor by any police officer.

(c) All such trip sheets shall be retained and kept on file and made available for audit, examination and inspection by any City law enforcement or code enforcement officer at all reasonable times for a minimum period of two years by every owner, operator and/or proprietor of every taxicab and company operating and/or owning same.

(21) Each vehicle used as a taxicab shall comply with all applicable federal, state and other laws, rules and regulations pertaining to its use by and accessibility to persons with disabilities.

(22) Each taxicab vehicle shall be equipped with a light affixed to the roof contained within an amber lens which can be easily seen when illuminated during all times of the day or night from a distance of no less than 50 feet, the illumination of which is operated by a switch solely under the control of the driver, which, when illuminated, shall indicate that the driver and/or passenger(s) are in need of emergency assistance and which shall be used exclusively for such purpose.

(23) [4]Each taxicab shall prominently display in the interior thereof visible to all passengers a sign or sticker written in both the English and Spanish languages in no less than eighteen-point type advising that seat belts are available and should be used by all passengers.

C. Taxicabs licensed in accordance with this chapter may be equipped with partitions or shields made of plexiglass or other shatterproof material located between and effectively separating the front and rear seats.

D. In addition to any requirements otherwise imposed by the Vehicle and Traffic Law of the State of New York or by this chapter, each licensed taxicab operating within the City of Newburgh shall at all times remain in compliance with each of the following requirements applicable to all owners and operators thereof:

(1) Must maintain and furnish a current list of drivers and employees upon request of the Chief of Police.

(2) Must provide a letter to the Chief of Police upon the discharge or termination for any reason of a driver and/or employee, giving the reason for such discharge or termination.

(3) Must promptly report to the Chief of Police the transfer of ownership of any vehicle licensed by the City and concurrently turn in to the Chief of Police the taxicab vehicle license of such vehicle.

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4. Editor's Note: Former Subsection B(23), regarding posting of a notice regarding the driver's consent to permit police inspection, was repealed 7-12-2010 by Ord. No. 11-2010. This ordinance also redesignated former Subsection B(24) as Subsection B(23).

(4) Must report, in writing, changes of address of the owner, operator or driver of a taxicab to the Chief of Police within three days of said change.

(5) Must maintain proper vehicle insurance for all owned or operated taxis in accordance with the New York State Vehicle and Traffic Law or other laws, rules or regulations and report a revocation or cancellation of insurance immediately to the Chief of Police. Proof that the vehicle is covered by a current liability insurance policy shall be attached to the application in the form of a certificate of insurance.

E. In addition to any requirements otherwise imposed by the Vehicle and Traffic Law of the State of New York or by this chapter, each licensed taxicab driver operating within the City of Newburgh shall at all times remain in compliance with each of the following driver requirements:

(1) The driver shall keep the interior and exterior of the taxicab in a clean and sanitary condition and shall at all times maintain the vehicle in compliance with City Code Chapter 272.

(2) The driver shall not smoke while the vehicle is carrying passengers.

(3) The driver shall, at all times while on duty, have displayed in the interior of the vehicle which he is operating his taxicab driver's license. The license shall be displayed in a place visible to any passenger in such taxicab, such as on the passenger visor.

(4) In the event a driver's appearance changes substantially, he shall provide the Chief of Police with a new photograph and shall accompany such photograph with an application fee as set forth in Chapter 163, Fees, of this Code. **[Amended 6-14-2010 by Ord. No. 10-2010]**

(5) The driver shall report to the police any unlawful act committed in, with or in connection with his vehicle or any attempt to use his vehicle to commit a crime or escape from the scene of a crime.

(6) The driver shall not permit any passenger in the taxicab except a paying fare during such time as the taxi is being used for business purposes.

(7) The driver shall not operate a taxicab when there is snow or ice on the pavement unless there are chains, all-weather radial tires or snow tires on the drive wheels.

(8) While on duty, the driver shall state his/her name and employer's name to any passenger or police officer on request. Also, it shall be unlawful for any driver of any taxicab to misrepresent or withhold the name of his employer or the business address and business telephone of the same.

(9) The driver shall not cruise within the City seeking passengers nor make any personal solicitation on any street or other public place for passengers to ride or hire any particular taxicab other than from immediately adjacent to such taxicab while parked at a designated taxicab stand, in compliance with § 272-22 hereof. Taxis shall not stand on any public street or place other than at or upon a taxicab stand designated by the City.

(10) No vehicle licensed as a taxicab shall be used for the carrying of any freight, goods or merchandise of any nature whatsoever while carrying a fare unless such goods or merchandise are owned by the fare riding with same.

(11) Carriage of infected persons. Should it be found by the owner, operator or driver that a taxicab has been used to convey any person infected with a contagious disease, or if any blood or bodily fluids or discharges have contaminated the passenger area of the taxi, such vehicle shall not be used until it has been thoroughly cleaned and disinfected in accordance with applicable laws, rules and regulations related to public health.

(12) Any owner or operator shall not permit any one driver to operate a taxicab more than 12 hours in any continuous twenty-four-hour period, except the driver of a taxicab exclusively hired or engaged for special trips or excursions.

(13) The driver shall not be permitted to carry more than five passengers, including children, in a four-door sedan vehicle and shall not be permitted to carry more than seven passengers, including children, in a station wagon or van.

(14) The driver shall not operate a taxicab if the vehicle has any equipment violations as defined in this chapter or in the Vehicle and Traffic Law § 375, or other laws, rules and regulations.

(15) The driver must not consume alcohol or intoxicating drugs prior to or during the driving or other operation of a taxicab. This excludes prescription and over-the-counter medications which do not cause drowsiness, fatigue, blurred speech or vision or other conditions which may impair the ability to drive safely.

(16) Except when authorized in the Vehicle and Traffic Law, the driver shall not use the horn or otherwise make or create loud or unnecessary noise, such as for announcing arrival or alerting potential patrons.

(17) The driver shall not obstruct traffic. The driver shall pull to the curb to pick up and discharge passengers. The driver shall not intrude upon or obstruct pedestrian crossings, bus stops, loading zones, driveways, intersections or other areas requiring the free and unobstructed flow of traffic when stopped to pick up or discharge passengers.

(18) The driver shall provide a written receipt accurately stating the exact fare paid by any passenger requesting same.

(19) Each and every operator and driver of a taxicab vehicle operating as such in the City of Newburgh is required to accept as a paying fare every orderly adult person and shall not refuse to accept as a paying fare any adult person on the basis of any disability or on the basis of his race, ethnicity, religion, sex, age, sexual preference or other discriminatory basis or criteria prohibited by law.

(20) The driver shall not illegally use, consume, possess or deal in intoxicating liquors or drugs.

§ 272-18. Suspension or revocation of vehicle and/or driver's license.

Taxicab vehicle and/or driver's licenses may be revoked or suspended at any time for cause after a hearing by the Chief of Police. "Cause" includes, but is not limited to, violation of any sections of this chapter; conviction of a violation, misdemeanor or felony pursuant to the laws of the State of New York; or transporting, soliciting or procuring any person to ride in a licensed taxicab for the purpose of commission of a crime. Licenses shall be revoked if the vehicle shall be used for immoral or illegal purposes. Licenses and permits may be suspended or revoked for failing to be and remain in compliance with all applicable laws, rules and regulations. When the license is suspended or revoked, the taxicab driver's and/or vehicle license card hereinbefore provided for shall be retained by the Chief of Police and shall be returned only after the expiration of the suspension period, with suitable entry being made thereon by the Chief of Police or his authorized designee as to the reason for and duration of the suspension. The Chief of Police, upon determination to revoke or suspend a license, shall notify the holder of his decision, in writing, by certified mail and state the reasons for his action.

§ 272-19. Register of licensed taxicabs.

The City Clerk shall keep a register of the name of each person owning or operating or otherwise legally responsible for a taxicab vehicle licensed under this chapter, together with the license numbers of vehicles and drivers. Such record shall be open to the inspection of the public at all reasonable times.

§ 272-20. Return of licenses, cards and permits; transfer of vehicle license; exception; fee. [Amended 6-14-2010 by Ord. No. 10-2010]

Every person to whom a license card, license or permit has been issued under the provisions of this chapter shall, upon discontinuing or abandoning the ownership, operation or driving of a taxicab, return such license card, license or permit to the City Clerk unless such card, license or permit has been lost or for other reason cannot be restored. Such card, license or permit shall not be assigned or transferred to any other person or be applicable to any motor vehicle other than the one specified therein. Any licensee who permits his license, permit or card to be used by any other person or for any vehicle other than the one for which same was issued and any person who uses such license, permit or card granted or given to any other person or who uses such permit or license for a vehicle other than the one for which it was issued shall each be guilty of a violation of this chapter. Notwithstanding the foregoing, the owner or operator of a vehicle licensed as a taxicab under this chapter may take such vehicle out of service as a taxicab for any reasonable cause, such as damage, wear and tear, sale of the vehicle, age of the vehicle or other. In such case, such owner or operator may apply to the Chief of Police for permission to transfer the license issued to such vehicle to another vehicle to be put in service as a taxicab to replace the vehicle originally licensed. Such application shall include all the information pertaining to the replacement vehicle required for a taxicab vehicle license, and such replacement vehicle shall meet all the requirements applicable to taxicabs, as required by this chapter. Such application to transfer such taxicab vehicle license shall be accompanied by a nonrefundable transfer application fee as set forth in Chapter 163, Fees, of this Code.

§ 272-21. Duplicate license, permit or card; fee. [Amended 6-14-2010 by Ord. No.

10-2010]

Whenever a license, permit, badge or card shall be lost, stolen or destroyed, without fault on the part of the holder, his agent or employee, a duplicate in lieu thereof, under the original application, may be issued by the City Clerk upon the filing of a sworn affidavit containing the facts of such loss or theft and upon the payment of the cost of such duplicate license, permit, card, badge or tag. The replacement fee for a lost, stolen or destroyed license, permit, badge or card shall be as set forth in Chapter 163, Fees, of this Code. Notice of the issuance of such duplicate, with a copy thereof and a copy of the affidavit required hereunder, shall be provided by the City Clerk to the Chief of Police.

§ 272-22. Taxicab stands.

Taxicab stands may be established by police regulation or by ordinance and subject to such approval as the City Council may require, and shall be used only by taxicab drivers in the order of their arrival at said stands. Taxicab stands may be used only by licensed taxicabs then available for hire and being driven only by licensed taxicab drivers.

§ 272-23. Soliciting passengers; cruising and interference with other operators prohibited.

No taxicab, while awaiting employment, shall stand or travel on any public street except stopped at a stand designated in accordance with this chapter. No person shall solicit passengers from any point other than immediately adjacent to his taxicab. Taxicabs shall not cruise or operate on the streets of the City of Newburgh without a fare under hire for the purpose of soliciting business. No taxicab owner, operator or driver shall employ radios, telephones or other methods or means of remote communication in order or so as to preempt, intercept, precede or otherwise interfere with any other driver or operator of a taxicab which has lawfully been called, appointed or retained to serve a fare.

§ 272-24. Rates of fare; display; transport of animals.

A. Except as provided in Subsection B of this section, the rate of fare for the transport of passengers and/or baggage to and from destinations within the City of Newburgh shall be $5.

B. The rate of fare for the transport of passengers who are 65 years or older from any point having its origin within the City of Newburgh to any point having its destination within the City of Newburgh shall be $2.50.

C. Owners, operators and drivers must display fare rates visibly to all passengers.

D. Owners must submit, along with the taxicab vehicle license application, their established fare rate for transports within, through and outside the City limits.

E. The soliciting of tips, gratuities or any charges in addition to those authorized herein is prohibited. This clause shall not prohibit the voluntary offer or acceptance of a tip or gratuity.

F. No driver of a licensed taxicab shall carry any person other than the passenger first employing a taxicab without the consent of said first passenger.

G. No person shall charge or attempt to charge any passenger a greater fare than that to which the taxicab driver is entitled to collect under the provisions of this chapter.

H. If a taxicab waits for more than five minutes for a passenger at the passenger's request, there may be a charge for waiting of $1 for each five minutes, or fraction thereof, after the first five minutes.

I. Transport of animals.

(1) There is no additional charge for carrying a guide dog accompanying a blind person or a hearing-impaired person or other person whose physical or medical condition requires the assistance of such animal, and no driver shall refuse or decline to carry a passenger or fare for the reason that such person is accompanied by such an animal.

(2) Drivers may refuse to transport any other animal unless the animal is securely enclosed in a kennel case which can be reasonably accommodated by such vehicle or is otherwise reasonably secured in accordance with the size, kind and nature of such animal.

J. The schedule of fares herein established may be amended by adoption of an ordinance by the City Council.

§ 272-25. Payment of fares.

A. Prepayment. Every driver of a taxicab shall have the right to demand payments of the legal fare in advance and may refuse employment unless so prepaid, but no driver of a taxicab shall otherwise refuse or neglect to convey any orderly person or persons upon request to any lawful destination anywhere in the City, unless previously engaged, off duty or otherwise lawfully unable to do so.

B. Disputed fares. All disputes as to fares shall be determined by the duty officer in charge of the police station at the time of the dispute. Such officer shall record the date, time, names and addresses of all involved parties, and the officer's findings and resolution of such dispute. Copies of same shall be provided to all involved parties and to the Chief of Police. Any party disputing said resolution may, upon advance written notice to all other involved parties, appeal such disputed resolution to the Chief of Police.

§ 272-26. Receipts for fares.

Whenever a passenger in a taxicab asks for a receipt for the fare paid by him, it shall be given to him by the driver. Such receipt shall show the name of the driver, the name of the owner of the taxicab, the number of the taxicab, the time when the trip began and ended, the origin, any stops, the final destination of the trip and the amount of fare collected.

§ 272-27. Overcharging prohibited.

It shall be unlawful for any taxicab owner or operator or any taxicab driver within the limits of the City to charge fares for taxicab service of more than the prescribed rate of fare for carrying a passenger to his destination.

§ 272-28. Riders prohibited.

No person shall be allowed to ride in the front seat of any taxicab next to the driver except paying passengers, and any driver who shall permit this may be deprived of his license via suspension or revocation of same by the Chief of Police. It shall be the duty of all police officers to issue violations to offenders and notify the Chief of Police of any violation of this provision.

§ 272-29. Carrying additional passengers.

No driver of a licensed taxicab shall carry any person(s) other than the passenger first employing a taxicab without the consent of such first passenger. No person shall be required to ride in or to pay for a called taxicab if the same is already occupied by another passenger without his consent. No person shall be required to ride in or to pay for a taxicab if the driver of same takes on additional passengers without his consent.

§ 272-30. Compliance with noise ordinance required; sounding of horn prohibited.

Every driver of a taxicab shall at all times comply with the ordinances of the City of Newburgh, and all other applicable laws, rules and regulations, prohibiting loud or unnecessary noise in disturbance of peace and quiet.[5] At no time shall a taxicab driver sound the horn or otherwise make noise to notify another person of his presence or to notify, attract or solicit a customer or passenger. Taxicab drivers violating this section are subject to any and all penalties provided for violations of this chapter, including but not limited to suspension and/or revocation of said driver's taxicab driver's license and/or the taxicab vehicle permit or license issued to such vehicle. This shall be in addition to and not instead of subjecting such offender to other penalties prescribed by the City Code and any other law for violating such other laws or ordinances prohibiting loud or unnecessary noise and/or cruising.

§ 272-31. Articles found in taxicabs.

Every driver of a taxicab, immediately after the termination of any hiring or employment, must carefully search such taxicab for any property lost or left therein, and any such property, unless sooner claimed or delivered to the owner, must be taken to the police station and deposited with the officer in charge within 24 hours after the finding thereof.

§ 272-32. Use of vehicle for unlawful purposes and deceiving or misinforming passengers prohibited.

A. It shall be unlawful for any licensed driver of any taxicab to misrepresent his own name, and/or the name of his employer, or knowingly receive or transport any person or persons who intend any unlawful act in such vehicle during the voyage or at the termination thereof, whether within such vehicle or not. It shall be unlawful for any such driver to solicit or procure or to aid or assist in soliciting or procuring any person to ride in a licensed taxicab with the intent of the driver or of any or all passengers to commit any unlawful act therein or at any time during the voyage or

5. **Editor's Note: See Ch. 212, Noise.**

immediately following the termination thereof, whether within the vehicle or not.

B. It shall be unlawful for any licensed driver of any taxicab to solicit and/or procure the sale or distribution of controlled substances. It shall be unlawful for any licensed driver of any taxicab to solicit and/or procure any person to ride in a licensed taxicab for the purpose of sale or distribution of controlled substances.

C. Operating a vehicle under the influence of alcohol or a controlled substance shall be grounds for immediate suspension and revocation of a driver's license. The Chief of Police may require a licensee to submit to drug and alcohol screening tests upon reasonable cause. Refusal to submit to such screening test or a positive test result shall constitute grounds for revocation of a license.

D. No person owning, operating or driving a taxicab shall deceive or misinform any customer or passenger who may pay for taxicab service, or who may ride or desire to ride in any such vehicle, as to the shortest route to a destination or as to the lawful fare to be charged. No person owning, operating or driving a taxicab shall deceive or misinform any customer or passenger as to the location or distance of the destination requested, nor shall any passenger be transported to any destination other than the one specified and/or by any route directed or requested by such person.

§ 272-33. Penalties for offenses.

Any person violating any of the provisions of this chapter shall, upon conviction, be punished as provided in § 1-12 for violations of the Code of the City of Newburgh and, in addition thereto, if a licensee, or the owner, operator or driver of a licensed vehicle, his license or licenses or those issued to or for such vehicle may be suspended or revoked. The Chief of Police may, in his discretion, temporarily suspend a license pending the outcome of the prosecution of the licensee under this chapter or under any other provision of any applicable law, code, rule or regulation. The penalties set forth herein and in the City Charter and Code shall be in addition to and not instead of any other penalties imposed by any other applicable law, code, rule or regulation of any other governmental or regulatory agency or entity.

§ 272-34. Public emergencies; police powers.

Whenever a state of emergency is declared by the City Council, City Manager or other public official with such authority, or whenever the Chief of Police, or, if there be none, the highest-ranking officer in command of the Police Department, determines that protection of public safety so requires, the City Manager and/or the Chief of Police may suspend the provisions of this chapter, in whole or in part, for part or all of the period during which such emergency conditions may prevail. Such power shall include but not be limited to the suspension of the requirement that fares be paid by passengers and/or other requirements of this chapter. Under such circumstances, all drivers and operators shall endeavor to keep and maintain accurate records showing the trips provided and the details of same during such period, similar to such records as would be required to be kept by this chapter if such period of emergency had not existed.

§ 272-35. Exceptions.

A. The provisions of this chapter shall have no application to exempt vehicles, as defined herein, or to taxicabs while in use at funerals, weddings, religious services or other special events, upon advance notice of same being provided to the Chief of Police and his approval thereof.

B. The licensing fee set forth in this chapter shall not be required for taxicab vehicles or other vehicles for hire to which this chapter would otherwise apply if same are owned by or operated under the control of a corporation duly organized and existing pursuant to the Not-For-Profit Corporation Law of the State of New York and while being used solely for the purposes of such corporation under the following terms and conditions:

(1) That in addition to fulfilling all requirements of this chapter and other applicable laws, the corporation shall make application for such exemption to the City Clerk of the City of Newburgh. Such application shall list for each taxicab or other vehicle for which the exemption is sought:

(a) Make and model.

(b) License plate number.

(c) Name and address of owner; and operator, if different from owner.

(d) Driver's license number of owner; and operator; and driver(s), if different from each other.

(e) Vehicle identification number.

(f) Registration number.

(g) A listing, by name, residence and New York State driver's license number, of all persons authorized to drive such taxicabs or vehicles.

(h) The purposes and usual business of such corporation and a description of the use of such vehicles in keeping therewith.

(2) That upon approval of such application by the City Clerk, the owner of such exempt taxicab shall be provided with a license card in the same form as prescribed in § 272-15 of this chapter, such license card to have the words "Fee Exempt" inscribed upon it.

(3) That upon approval of such application by the City Clerk, each person authorized to drive and/or operate such exempt taxicab shall be issued a license in the same form as prescribed in § 272-7 of this chapter, such license to have the word "Volunteer" inscribed upon it.

(4) That no owner of or person authorized to drive or operate any exempt taxicab shall receive any salary, fee or compensation for such ownership or operation, or driving of same, solely for the purpose of providing transportation services to other persons.

(5) Any person who shall intentionally or knowingly make a false statement on an application in order to obtain a fee-exempt license for a taxicab vehicle or for an exempt taxicab driver's license or who shall seek or obtain compensation

for the operation of an exempt taxicab vehicle or who shall drive or operate or permit to be operated an exempt taxicab vehicle without obtaining the license card and/or license set forth in Subsection B(2) and (3) of this section shall be guilty of a violation and shall be subject to the penalties prescribed in § 1-12 of the Code of Ordinances, and of any and all other applicable laws, codes and rules, including this chapter.

§ 272-36. Severability.

The provisions of this chapter shall be deemed severable. The finding of the invalidity, illegality or unenforceability of any one or more provisions hereof shall not be deemed to affect the validity of the other sections or provisions of this chapter, as long as the sense thereof remains.

ORDINANCE NO.: 5 - 2022

OF

MAY 23, 2022

AN ORDINANCE AMENDING SECTION 288-80
ENTITLED "SCHEDULE XXII: TAXI STANDS"
OF THE CODE OF ORDINANCES OF THE CITY OF NEWBURGH

BE IT ORDAINED, by the Council of the City of Newburgh, New York that Section 288-80 entitled "Schedule XXII: Taxi Stands" be and is hereby amended to read as follows:

Section 1. Amendment

§ 288-88. Schedule XXII: Taxi Stands.

In accordance with the provisions of § 288-30, the following described locations are hereby designated as taxi stands:

Name of Street	Side	Location
Broadway	North	Beginning at a point 7 feet from the face of the curb on the east side of Prospect Street running east for 130 feet to the western most portion of the curb cut to the entrance to St. Patrick's Cemetery.

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 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;

~~Strikethrough~~ denotes deletions
Underlining denotes additions

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. This Ordinance shall take effect June 1, 2022.

~~Strikethrough~~ denotes deletions
Underlining denotes additions

§ 288-80. Schedule XXII: Taxi Stands. [Amended 9-27-1993 by Ord. No. 17-93; 10-14-2003 by Ord. No. 12-2003]

In accordance with the provisions of § 288-30, the following described locations are hereby designated as taxi stands:

Name of Street	Side	Location
(Reserved)		

ORDINANCE NO.: 6 - 2022

OF

MAY 23, 2022

AN ORDINANCE AMENDING SECTION 220-30 ENTITLED "FISHING" OF CHAPTER 220, ARTICLE VIII ENTITLED "FRANK MASTERSON RECREATION AREA" OF THE CODE OF ORDINANCES OF THE CITY OF NEWBURGH

BE IT ORDAINED, by the Council of the City of Newburgh, New York that Section 220-30 entitled "Fishing" of Chapter 220, Article VIII entitled "Frank Masterson Recreation Area" be and is hereby amended to read as follows:

Section 1. Amendment

§ 220-30. Fishing.

A. Fishing within the Frank Masterson Recreation Area should only be permitted from the shore of Lockwood's Basin. Hours for fishing shall be between the hours of 7~~6~~:00 a.m. and 6:00 p.m. The Recreation Department or Water Department may change or restrict these hours or prohibit fishing when such action is deemed necessary. Fishing shall be permitted from April 1 to October 31~~November 30~~ of each year for individuals who have applied for and received a New York State fishing license.

~~B. Fishing shall only be permitted by senior citizens, and disabled persons incapable of utilizing a row boat, as determined by the Recreation Director.~~

B. Fishing is allowed only in designated, signed areas.

C. Fish stocking is only allowed by the permission of the Water Department.

D. Fishing is catch and release only.

~~E. Limit of fish that may be taken in any one day:~~

~~(1) Trout: five to a person.~~

~~(2) Bass: five to a person.~~

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

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. This Ordinance shall take effect June 1, 2022.

ARTICLE VIII
Frank Masterson Recreation Area
[Adopted 4-9-2001 by Ord. No. 10-2001[1]]

§ 220-30. Fishing.

A. Fishing within the Frank Masterson Recreation Area should only be permitted from the shore of Lockwood's Basin. Hours for fishing shall be between the hours of 6:00 a.m. and 6:00 p.m. The Recreation Department or Water Department may change or restrict these hours or prohibit fishing when such action is deemed necessary. Fishing shall be permitted from April 1 to November 30 of each year.

B. Fishing shall only be permitted by senior citizens, and disabled persons incapable of utilizing a row boat, as determined by the Recreation Director.

C. Fishing is allowed only in designated, signed areas.

D. Fish stocking is only allowed by the permission of the Water Department.

E. Limit of fish that may be taken in any one day:

(1) Trout: five to a person.

(2) Bass: five to a person.

1. **Editor's Note: This ordinance provided that it take effect 5-1-2001.**